

TIME BROKERAGE AGREEMENT

This TIME BROKERAGE AGREEMENT (the "Agreement") is made as of June 1, 1994, between Waterman Broadcasting Corporation of Florida, Inc., a Florida corporation (hereinafter referred to as "Waterman" or "Broker"), and Elcom of Florida, Inc., a Delaware corporation (hereinafter referred to as "Elcom" or "Licensee").

WITNESSETH:

WHEREAS, Waterman is the licensee of Station WBBH-TV, Channel 20, Fort Myers, Florida and is in the business of producing and transmitting news, sports, informational, public service and entertainment programming and associated advertising in the Fort Myers-Naples, Florida television market; and

WHEREAS, Waterman desires to provide programming to be transmitted on Elcom's Station WEVU(TV), Channel 26, Naples, Florida (hereinafter the "Station") pursuant to the provisions hereof and pursuant to applicable regulations of the Federal Communications Commission (the "FCC"); and

WHEREAS, Licensee desires to accept and transmit programming supplied by Broker on the Station while Licensee maintains control over the Licensee's Station's finances, personnel matters and programming, as well as continuing to broadcast Licensee's own public interest programming on the Station;

NOW, THEREFORE, in consideration of these premises and the mutual promises, undertakings, covenants and agreements of the parties contained in this Agreement, the parties hereto do hereby agree as follows:

ARTICLE I PROGRAMMING AGREEMENT

1.1 Broker Programming. Broker hereby agrees to provide and Licensee agrees to transmit on the Station (including the subcarriers, vertical blanking interval, and any additional authorizations or spectrum allocated to the Station in the future, including, but not limited to, a simulcast high-definition television channel) news, sports, informational and entertainment programming and associated advertising, promotional, and public service programming and announcement matter sufficient to program the Station's entire broadcast day on a daily basis throughout the year (hereinafter "Broker Programming"), with the exception of the network programming and announcements to be provided under the Affiliation Agreement and the "Licensee Programming" that Licensee determines to provide under this Agreement (as each term is defined below), and subject to paragraph 1.3 herein. Broker agrees to comply with all FCC regulations and policies and other applicable laws in the provision of Broker Programming and, in consultation with Licensee, said programming shall serve the ascertained needs

and interests of the Station's community of license; provided, however, that such efforts by Broker shall not displace the responsibility of Licensee to ensure that the overall programming of the Station responds to issues of concern to their communities of license. Subject to the requirement that programming serve the ascertained needs and interests of the Station's community of license, Broker and Licensee each agrees to use all reasonable efforts to perform their respective obligations under this Agreement, including as related to the provision of Broker Programming and Licensee Programming, in a manner that enhances the value of the Station.

1.2 Licensee Programming. Licensee will retain sole responsibility for ascertainment of the needs of the communities of license and service area, including specifically the children therein. The parties agree that the Broker Programming will include programming which responds to these ascertained needs and concerns, including children's programming. However, Licensee shall have the right and obligation to broadcast such additional programming, either produced or purchased by Licensee, as it determines appropriate to respond to the ascertained issues of community concern and to delete or preempt in its sole discretion any Broker programming for the purpose of transmitting such programming (the "Licensee Programming"). Licensee agrees to comply with all FCC regulations and policies and other applicable laws in the provision of the Station's programming.

1.3 Preemption. In addition to the above right of Licensee to delete or preempt Broker programming in order to broadcast Licensee Programming responsive to issues of concern to the communities of license and to children, Licensee maintains the independent right to preempt or delete any Broker Programming which Licensee believes to be unsatisfactory or unsuitable or contrary to the public interest, or to substitute programming which, in Licensee's opinion, is of greater local or national importance.

1.4 Station Identification. Licensee may require and the parties shall cooperate with each other to ensure that the Station's station identifications are broadcast at all appropriate times.

1.5 ABC Network Programming. Licensee is a party to a primary network affiliation agreement (the "Affiliation Agreement") with the American Broadcasting Company ("ABC"), dated February 8, 1990 and which is scheduled to expire, if not renewed, on July 31, 1996. Programs and announcements supplied to the Station by ABC shall continue to be broadcast by the Station in accordance with the terms of the Affiliation Agreement and under the control and supervision of Licensee. Licensee and ABC are also parties to an ABC News One Agreement, dated July 8, 1988. The aforementioned agreements with ABC are collectively referred to herein as the "ABC Agreements." Broker shall make the necessary personnel and equipment available to perform, under Licensee's supervision, Licensee's obligations under the ABC Agreements, as the same may be renewed.

With respect to the Affiliation Agreement, Broker shall be permitted to sell availabilities within or adjacent to ABC programs and retain all revenues thereby generated. Licensee shall reasonably consider, and honor where appropriate to the Station's benefit, requests from the Broker to preempt a limited amount of ABC programming for presentation of other programming reasonably designed and intended to serve special needs of the viewing area without further compensation to Licensee; and Broker and Licensee shall otherwise cooperate in the presentation and/or preemption of ABC programs to serve their respective reasonable commercial needs, the interests of the viewing audience, and the Licensee's obligations to ABC under the Affiliation Agreement.

Licensee and Broker each acknowledge that the Affiliation Agreement and the programming supplied thereunder are essential to maintaining the value of the Station, and each will use all reasonable efforts to conduct its affairs under this Agreement in a manner that is consistent with maintaining Licensee's rights to programming and announcements under the Affiliation Agreement and with each party's desire that the Affiliation Agreement be renewed throughout the term of this Agreement. During the term of this Agreement, Licensee shall use all reasonable efforts to renew in a timely fashion the Affiliation Agreement and the other ABC Agreements. The foregoing notwithstanding, the termination of the Affiliation Agreement and/or any other ABC Agreement shall not affect either party's continuing obligations to each other under this Agreement.

1.6 Other Program Contracts. In addition to the Affiliation Agreement, Licensee is party to a number of other program contracts that give the Licensee program rights and related obligations with respect to programming for the Station that extend beyond the "Commencement Date" as defined herein (the "Program Contracts"). Licensee shall have the right to retain any such contracts that it determines to employ for Station programming in accordance with its rights and responsibilities under Sections 1.2, 1.3 and 3.3(a). With respect to the Program Contracts that Licensee determines not to retain (the "Unretained Contracts"), to the extent permitted, Licensee shall assign and Broker shall assume all rights and obligations thereunder. To the extent assignment to Broker is not permitted, Licensee shall, upon Broker's request (subject to Licensee rights of preemption specified in Sections 1.2, 1.3, and 3.3(a)) air programming on the Station as permitted under the Unretained Contracts. For purposes of this Agreement, such programming shall be deemed to be Broker Programming and Broker shall be entitled to all of the revenue derived therefrom. Broker shall pay all amounts as and when due under the Unretained Contracts, as related to programming that was available for airing on the Station on and after the Commencement Date, whether or not Broker elects to include such programming in the Broker Programming to be aired on the Station.

1.7 Use of Station Facilities and Equipment. Licensee owns or leases facilities and equipment in connection with the operation of the Station. To the extent that some of these facilities and equipment on the premises may no longer be

required to be used by Licensee to their maximum capacity, for the term of this Agreement, Licensee shall permit their reasonable use by Broker in connection with the performance of its obligations under this Agreement; provided that such use does not interfere with Licensee's operation of the Station or production of programming for airing thereon. When on the Station's premises, Broker's employees, agents, and contractors shall obey the Licensee's rules for safety and conduct and shall obey the directions of the Licensee's general manager or, in his or her absence, other management designee. In the event that the lease for the Station's studio is not renewed, Broker shall grant Licensee sufficient separate space to operate Licensee's studio, maintain as public file, and perform other Station functions at the Broker's Naples, Florida studio building. When traversing the Broker's studio, Licensee's employees, agents, and contractors shall obey the Broker's rules for safety and conduct.

1.8 Station Employees. Licensee shall have the right to retain any, some, or all of the Station's employees to operate the Station after the Commencement Date; provided that Broker's obligations to reimburse Licensee for employee expenses shall be limited to those ongoing employee expenses that are specified in Schedule C. Licensee shall notify Broker as to any employees that Licensee has determined not to retain (the "Unretained Employees"). Broker may at any time after receiving such notice approach one or more of the Unretained Employees and make arrangements or enter into agreements with such employees concerning becoming employees of the Broker. Licensee agrees to cooperate with the Broker in connection with its offer to hire any such Unretained Employees.

ARTICLE II OPERATIONS

2.1 Compliance With FCC Regulations. Licensee will retain responsibility for and employ such personnel as is necessary to assure compliance with all FCC regulations, including all technical regulations governing the operation of the Station and its programming content requirements, including maintenance of Station's main studio and providing a meaningful managerial and staff presence at that main studio, ascertainment of and programming in response to community needs and concerns and the needs and concerns of children, political programming laws and regulations, sponsorship identification rules, lottery and contest regulations, maintenance of the Station's public and political files, compiling appropriate quarterly programs/issues lists, children's programming lists, employment records and all other FCC requirements and duties.

2.2 Broker Feed. Broker agrees at its sole expense to provide a broadcast-quality feed to the Station's transmitters. Broker technical personnel shall be responsible for connection of this feed to the Station's broadcast systems and Licensee's technical personnel shall be responsible for switching the signal to air at

the appropriate time, in all cases under the direction and supervision of the Licensee general manager or the Station's general manager's delegatee.

2.3 Station Staffing. Licensee shall have sole discretion to make and effectuate staffing and personnel decisions for the Station, including the sole responsibility to determine appropriate levels of staffing to fulfill Licensee's duties under paragraph 2.1 herein. Broker shall have no control or right of review whatsoever over any decision by Licensee to hire or dismiss any of Licensee's employees.

2.4 Station Maintenance. Licensee shall retain operational control over the Station and shall retain full responsibility for ensuring compliance with all FCC technical rules. *Licensee shall use all reasonable efforts to maintain and renew its tower lease for the Term of this Agreement*

2.5 New Technology.

(a) The parties agree that any future FCC frequency allocations associated with the operation of the Station are included under the provisions of this Agreement. Specifically, Broker will have the right, subject to Licensee's prior express written consent, to build and own the transmission facility for any advanced television ("ATV") channel that may be made available by the FCC to the Station, enter into an appropriate agreement with Licensee for the lease of that facility to Licensee (at no cost to Licensee during the term of this Agreement), and provide programming to that transmission facility under the terms of this Agreement. Such ATV transmission facility built by Broker for the Station shall conform to all FCC regulations and policies, including coverage criteria, and shall be designed and built in accordance with good engineering practices. Should Broker not build and own such ATV transmission facility, Licensee may, at its own cost, construct such facility.

(b) Licensee agrees to apply for any ATV channel that the FCC makes available for the Station, or for any ATV channel for the Naples market generally that would be available for the use of the Station, on a mutually agreeable date during the FCC filing window for such channel. Licensee also agrees fully to participate upon the request of Broker in any and all assignment negotiations or channel-pairing negotiations with other broadcasters, broadcasting organizations, and/or FCC representatives, at Broker's cost.

(c) In the event the FCC approves an interim extended definition television ("EDTV") transmission system for broadcast over the existing NTSC channel, Broker will have the right, subject to Licensee's prior express written consent, at no cost to Licensee, to modify the main transmission system under the supervision and control of Licensee's chief operator, for implementation of the approved EDTV service.

(d) In the event the FCC authorizes the provision of new technologies other than ATV or EDTV over either the NTSC or ATV channel, Broker will have the right, subject to Licensee's prior express written consent, at no cost to Licensee

and under the supervision and control of Licensee's chief operator, to modify the main transmission system for implementation of such technologies and/or build and own a transmission facility for such technologies. Should new transmission facilities be built and owned by Broker under this paragraph, the parties agree to enter into an appropriate agreement for the lease of that facility to Licensee (at no cost to Licensee during the term of this Agreement), and further agree that Broker shall provide programming and/or other content to that transmission facility under the terms of this Agreement. For purposes of this paragraph, "new technologies" shall include, without limitation, transmission of compressed digital multi-channel ATV or NTSC video or audio signals, ancillary or primary digital voice or data telecommunications services, interactive services, and other future technologies.

(e) Any FCC licenses issued in connection with any of the facilities identified in this Article shall be issued to Licensee and all operations thereunder shall be conducted under the supervision and control of the Licensee at all times.

(f) If this Agreement ends during any time when Licensee or its successor in interest is the licensee of the Station, Licensee or its successor in interest shall purchase for an amount equal to fair market value, as determined under subparagraph (g) below, any facilities constructed at the Station by Broker during the term of this Agreement to accommodate ATV, ETV, or new technologies solely used in the operation of the Station; provided that Licensee previously gave its express written consent to the construction of the particular facilities in question. Licensee shall have the right, but not the obligation, to purchase at fair market value any such facilities that Broker may have constructed without Licensee's express written consent.

(g) The fair market value of the facilities referenced in subparagraph (f) above will be agreed upon by the parties or, if the parties are unable to agree, determined promptly by appraisers who have experience in the valuation of the facilities at issue. One appraiser will be selected and paid for by Broker and one appraiser will be selected and paid for by Licensee. If the appraisals prepared by the two appraisers are 10% or less apart, the appraisals will be averaged to obtain fair market value. If the appraisals are more than 10% apart, the two appraisers will appoint a third appraiser, the services of which will be paid for equally by Broker and Licensee. After the third appraisal is completed, the fair market value will be determined by averaging the two closest in dollar value of the three appraisals.

ARTICLE III FEES AND OTHER CONSIDERATION

3.1 Fee Rate.

(a) Broker shall pay to Licensee base fees (the "Base Fee Payments") in the amounts stated in the Base Fee Payment Schedule shown in Schedule B hereto. The first such monthly Base Fee Payment for June 1994 shall be due and payable

upon the execution of the Agreement. Thereafter, Base Fee Payments shall be due and payable in advance on the first day of each calendar month that this Agreement remains in effect.

(b) In addition to the Base Fee Payments specified above, on or before July 28 of each year; commencing with July 28, 1995, and continuing until the completion of the final accounting required under paragraph 4.4 hereof, Broker shall pay Licensee a "Bonus Payment" to the extent that Broker's "Cash Flow From Operations" (as defined in Schedule E hereto) from the Station for the previous "Fiscal Year" (June 1 through May 31 of the following year) multiplied by 80% exceeds the Base Fee Payments paid to the Licensee by the Broker for the applicable Fiscal Year under subparagraph 3.1(a) above and Schedule B. For example, if the Cash Flow From Operations is \$1.8 million in the first Fiscal Year of the Agreement (June 1, 1994, through May 31, 1995), then, on or before July 28, 1996, Broker shall pay Licensee a Bonus Payment of \$40,000 ($\$1.8 \text{ M} \times 80\% = \1.44 M , minus $\$1.4 \text{ M} = \$40,000$).

3.2 Reimbursement of Expenses. Broker shall reimburse Licensee on an ongoing basis over the term of this Agreement for all payment obligations noted on Schedule C hereto (the "Reimbursable Expenses"); provided, however, that Broker shall have no obligation under this Agreement to reimburse Licensee for any Reimbursable Expense noted on Schedule C attached hereto past the date on which the parties reasonably and in good faith agree that such Reimbursable Expense is no longer required for the operation of the Station under this Agreement and is not required to be paid in connection with an existing agreement made in connection with Station operations and identified in Schedule C. Reimbursement for Reimbursable Expenses shall be made monthly, in arrears, within 15 days of the presentation of a paid invoice to Broker, or under such other system of payment upon which the parties agree.

3.3 Adjustments.

(a) Licensee may preempt up to two hours per week of Broker Programming for the broadcast of Licensee Programming responsive to issues of concern to its community of license and/or the children of its community of license without any adjustment to the fee set out in paragraph 3.1. If at any time during the term of the Agreement, the Station shall delete or preempt more than two hours of Broker Programming in any given week, the Base Fee payable to Licensee by Broker shall be reduced by the then-current market rate of the advertising time scheduled during the deleted or preempted Broker Programming. In order to facilitate the exercise of the pre-emption rights granted herein and by paragraphs 1.2 and 1.3 hereof, and to avoid undue disruption to the scheduling of Broker Programming and Licensee Programming, the parties shall, to the extent reasonably required, communicate and coordinate their program schedules and rights to access to the Station's time hereunder to serve their respective rights and obligations to serve the

needs of the Station's service areas and the reasonable commercial expectations of the parties.

(b) Notwithstanding the provisions of subparagraph 3.3(a), the fee payable to Licensee by Broker shall not be reduced if Licensee determines, in its good faith judgment, that such programming of more than two hours per week is necessary to meet FCC requirements or meet Licensee's obligations as an FCC licensee.

3.4 Licensee Revenues. Licensee revenues obtained for the sale of advertising or program time and contained within or related to public affairs programs provided by Licensee specifically designed to serve the needs of the Naples Market shall be retained by Licensee. Any revenues obtained or earned by Licensee after the "Commencement Date" (as defined below) for: (i) advertisements in programs or for airing of programs, primarily designed as entertainment or commercial programs, including any revenue associated with children's programs; or (ii) under the Station's Affiliation Agreement shall be used to offset Broker's obligation to reimburse Licensee for Reimbursable Expenses under paragraph 3.2 above, and, if such revenues exceed the Reimbursable Expenses for any calendar month, the excess shall be paid by Licensee to Broker. Any revenue, copyright royalty payments, or other consideration received by Licensee as payment by CATV systems or other video distribution systems for rebroadcast or consent to carry the signal of the Station after the Commencement Date shall be paid to Broker. Licensee shall not agree to or make any election available to it under applicable law with respect to the rebroadcast or carriage by other video distributors of the signal, in whole or in part, of the Station, binding on the Station during the term of this Agreement, without the prior written consent of Broker, not to be unreasonably withheld.

3.5 Allocation of Station Expenses, Revenues.

(a) All revenue, prepaid expenses, accrued income and accrued expenses of the Station as of the end of the Commencement Date shall, except as otherwise expressly provided herein, be adjusted and allocated between Licensee and Broker to reflect the principle that all expenses and income arising from the operation of the Station on or before the day after the Commencement Date shall be for the account of Licensee, and all expenses and income arising from the operation of the Station from and after the Commencement Date shall be reimbursed by or paid over to Broker, as applicable. The allocations to be made pursuant to this paragraph 3.5 shall be made in accordance with industry standards and generally accepted accounting principles. Not later than 4 months after the Commencement Date, the parties shall agree upon an appropriate allocation, net the amounts owed by each party to the other, and the party found to have a net deficit to the other under this paragraph shall pay the other the owed amount.

(b) If the parties are unable to agree upon the allocation, who owes whom, or in what amount, within such 4 month period, then the matter shall be referred

independent public accounting firm mutually agreed upon by Licensee and Broker (the "Accountants"), which shall resolve the dispute and shall render its decision (together with a brief explanation of the basis therefor) to Broker and Licensee not later than twenty (20) business days following submission of the dispute to it; provided, however, if Broker and Licensee are unable to mutually agree upon an independent public accounting firm, then Broker and Licensee shall each choose an independent public accounting firm and those firms shall appoint a third independent public accounting firm to act as the Accountants. The disputed portion of the Adjustment Amount shall be paid by the party required to pay the same within five (5) business days after the delivery of a copy of such decision to Licensee and Broker. The fees and expenses of the Accountants shall be shared equally by Licensee and Broker.

3.6 Accounts Receivable. For the avoidance of doubt, each party acknowledges and agrees that Licensee shall be entitled to all accounts receivable of the Station as of the Commencement Date, as determined in accordance with generally accepted accounting principals (the "Accounts Receivable"). Broker will use good faith efforts for a period of 120 days from the Commencement Date to collect on behalf of Licensee the Accounts Receivable; provided, however, Broker will have no liability to Licensee for uncollected Accounts Receivable. On the fifteenth day of each month after the Commencement Date, Broker will deliver to Licensee the cash proceeds of all such Accounts Receivable collected on behalf of Licensee. Broker will also prepare and deliver to Licensee on each such date a complete and detailed statement setting forth all collections of Accounts Receivable. In the collection of Accounts Receivable, all payments received from account debtors will be applied first to Accounts Receivable outstanding prior to the Commencement Date, in the order of their origination. Broker will promptly deliver to Licensee a true copy of any notice of a dispute as to the validity or enforceability of an Account Receivable received from an account debtor. Broker will not be required to bring suit, engage a collection agent or take any other legal action for the collection of any Account Receivable. Broker will not be entitled to settle any disputes concerning the Accounts Receivable. In no event shall Broker have any liability to pay to Licensee any amounts in excess of those amounts actually collected by Broker pursuant to the provisions of this paragraph 3.6.

3.7 Taxes. All federal, state, local and other transfer, sales and use taxes applicable to, imposed upon or arising out of this Agreement, with the exception of income taxes on Licensee, shall be paid by Broker. Licensee will be responsible for any taxes on its own fixed assets (provided that any taxes on fixed assets used in the operation of the Station shall be a Reimbursable Expense under Section 3.2) and on any income retained by Licensee under Section 3.4 that is derived from use of the Station through advertising on its behalf or from the rent or lease of equipment by the Licensee to a third party.

3.8 Manner of Payment. All payments to be made by Broker to Licensee shall be made in U.S. dollars, without set off, by wire transfer to such account as

Licensee may specify in writing from time to time and shall be deemed made only upon Licensee's receipt of collected funds.

3.9 Late Payment. Any payment due from Broker to Licensee that is not received by Licensee within three business days of the date that it is due shall be subject to a delinquency charge (liquidated damages) at the rate of one and a half percent (1-1/2%) per month on such overdue amount from the due date until it is actually received by Licensee. Broker acknowledges that such delinquency charge is reasonable under all the circumstances existing as of this date.

3.10 Information, Books and Records. Each party shall make available to the other such information as may be in its possession as reasonably required by the other party to determine various rights of payment and to perform their respective obligations under this Agreement. Each party shall have the right on reasonable prior notice to the other party to inspect the books and records of the other party for the purpose of verifying the accuracy of the other party's reports to it hereunder.

ARTICLE IV TERM

4.1 Term.

(a) Subject to the provisions for early termination contained herein, the Term of this Agreement shall commence on June 1, 1994 (the "Commencement Date") and shall expire at 12:00 midnight on May 31, 2004, unless otherwise renewed.

(b) Upon and for up to 180 days after the seventh anniversary of the Commencement Date, upon the request of either party, the parties shall conduct good faith negotiations to extend this Agreement for an additional five years beyond the initially-scheduled ten-year term, at rates to be subject to negotiation at that time. If the parties fail to reach agreement upon an extension within 180 days of the seventh anniversary of the Commencement Date, neither party shall have any further obligation to negotiate for an extension of the term of this Agreement with the other party. The failure to reach agreement upon an extended term shall not affect the continued validity of this Agreement for the remainder of the ten-year term.

4.2 Termination by Licensee. Licensee may terminate this Agreement immediately upon notice to Broker and declare immediately due and payable the Base Fee Payments for each quarter that would have remained in the term pursuant to subparagraph 3.1(a) on and after the date of such termination if: (a) Broker fails at least thirty days after receiving notice of the same or prior failures to comply in a substantial and material manner in the provision of programming to the Station with the rules, regulations or policies of the Federal Communications Commission, or the provisions of Schedule D hereto, which such failure constitutes a serious threat of license revocation or nonrenewal, or upon the loss, failure to renew, or

revocation of the license issued by the FCC for operation of the Station as a result of Broker's conduct; or (b) Broker fails to make any payment due to Licensee within thirty (30) days of receipt of notice of nonpayment from the Licensee; provided that termination under clause (b) shall not apply with respect to any portion of any Bonus Payment as to which a *bona fide* dispute exists as to whether it is due until thirty (30) days after the matter is resolved by arbitration in accordance with paragraph 7.16 hereof. Broker acknowledges that the foregoing rights of Licensee: (i) are reasonable under all of the circumstances existing as of this date; (ii) constitute liquidated damages for the loss of a bargain; and (iii) do not constitute a penalty.

4.3 Termination by Broker for Refusal to Transmit Programs. In the event that Licensee refuses to allow Broker Programming to be aired (except as provided in paragraphs 1.2, 1.3, 1.4, 3.3(a) and (b) and 7.1), after 30 days' notice from Broker to Licensee of any initial noncompliance, for either 72 consecutive hours or one-half hour in each day in any period of 30 consecutive days, Broker shall have the right, exercisable at any time within 30 days after the end of such period, to terminate this Agreement as of any date not less than 30 days after the date Broker notifies Licensee of its election to terminate this Agreement.

4.4 Consequences of Termination. Except as otherwise stated herein, the termination or expiration of this Agreement in accordance with its terms for any reason shall extinguish each party's continuing obligations to the other under this Agreement; provided that such termination shall not relieve either party of any liability to the other for acts or omissions that occurred prior to the date of termination, including, without limitation, the indemnification obligations stated in paragraph 7.14 hereof and provided that the confidentiality obligations stated in paragraph 7.5 shall survive termination. Within 90 days following the termination or expiration of this Agreement for any reason, there shall be a final accounting, and payment shall be made accordingly, of the monies due but unpaid under this Agreement, including (without limitation) under subparagraph 3.1(b) above.

4.5 Assignability. This Agreement shall inure to the benefit of and be binding upon Licensee, Broker and their respective successors and assigns. Each party shall have the right to assign or transfer its rights, benefits, duties or obligations under this Agreement, but only with the prior written consent of the other party, which shall not be unreasonably withheld, and only provided that the assignee assumes in writing all of the assignor's obligations hereunder.

ARTICLE V REGULATORY MATTERS

5.1 Renegotiation Upon FCC Action. If at any time during the term of this Agreement the FCC determines that this Agreement is inconsistent with Licensee's licensee obligations or is otherwise contrary to FCC policies, rules and regulations, or statutes, the parties shall renegotiate this Agreement in good faith and recast this

Agreement in terms that are likely to cure the defects perceived by the FCC and return a balance of benefits to both parties comparable to the balance of benefits provided by related agreements between the parties of this date and by this Agreement in its current terms. If, after such good faith negotiations, either party determines that recasting this Agreement to meet the defects perceived by the FCC is impossible, either party may terminate this Agreement without further liability upon 180 days' prior notice, provided that FCC consent for a wind-down period of such length is obtained.

5.2 FCC Approvals.

(a) Each party independently has determined in good faith that this Agreement can be entered into and implemented without filing any application, petition, request for declaratory ruling, or other filing with the FCC seeking its consent or approval. The parties also agree that this Agreement must be kept at the Station's facilities and made available to the FCC for inspection upon request under Section 73.3613(d) of the FCC's Rules, but that this Agreement need not be filed with the FCC or maintained in the public file of either the Station or Station WBBH-TV.

(b) Should a change in FCC policy or rules make it necessary to obtain FCC consent for the implementation, continuation or further effectuation of any element of this Agreement, both parties hereto shall use their best efforts diligently to prepare, file and prosecute before the FCC all petitions, waivers, construction applications, amendments, rulemaking comments and other related documents necessary to secure and/or retain FCC approval of all aspects of this Agreement. Broker and Licensee shall bear in equal measure the reasonable cost of preparation of any such documents, provided that each party has approved such expenditures. FCC filings under this paragraph must be reviewed and approved by both parties prior to submission of such filings.

ARTICLE VI REPRESENTATIONS AND WARRANTIES, COVENANTS

6.1 Licensee's Representations and Warranties. Licensee represents and warrants to Broker as follows:

(a) Compliance with Law. Licensee has complied with and is now complying with all laws, rules and regulations governing the business, ownership and operations of the Station that are material in any way to this Agreement. Except as otherwise stated herein, no consent, approval or authorization by or filing with any governmental authorities on the part of Licensee is required in connection with the transactions contemplated herein. All attendant contracts and undertakings, as well as the carrying out of this Agreement, will not result in any violation of or be in conflict with Licensee's Certificate of Incorporation or its Bylaws, or any existing judgment, decree,

order, statute, law, rule or regulation of any governmental authority applicable to Licensee or any agreement or contract to which it is a party.

(b) Authority. All requisite corporate resolutions and other authorizations necessary for the execution, delivery, performance and satisfaction of this Agreement by Licensee have been duly adopted and complied with.

(c) Misrepresentation of Material Fact. No document or contract disclosed to Broker pursuant to this Agreement and which in any way affects any of the properties, assets or proposed business of Licensee as relates to this Agreement, and no certificate or written statement furnished by Licensee or on behalf of it in connection with the transactions contemplated herein contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein not misleading.

(d) Authorizations in Good Standing. Licensee currently is the holder of the authorizations related to the Station listed on Schedule A attached hereto, and Licensee holds each listed authorization in good standing. At the Commencement Date, Licensee's permit or license and all related authorizations for the Station shall be in full force and effect and unimpaired by any acts or omissions of Licensee, its employees or agents; and there shall be no complaint, condition, event, defect or occurrence existing or, to the knowledge of Licensee, threatened against said authorization(s) that would materially threaten their retention or renewability.

6.2 Broker's Representations and Warranties. Broker represents and warrants to Licensee as follows:

(a) Organization. Broker is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and has full power and authority to own its property and to carry out all of the transactions contemplated by this Agreement.

(b) Compliance with Law. Except as otherwise stated herein, no consent, approval or authorization by or filing with any governmental authorities on the part of Broker is required in connection with the transactions contemplated herein. All attendant contracts and undertakings, as well as the carrying out of this Agreement, will not result in any violation of or be in conflict with Broker's articles of incorporation or any existing judgment, decree, order, statute, law, rule or regulation of any governmental authority applicable to Broker.

(c) Corporate Authority. All requisite corporate resolutions and other authorizations necessary for the execution, delivery, performance and

satisfaction of this Agreement by Broker have been duly adopted and complied with.

(d) Misrepresentation of Material Fact. No document or contract disclosed to Licensee pursuant to this Agreement and which in any way affects any of the properties, assets or proposed business of Licensee as relates to this Agreement, and no certificate or written statement furnished by Broker or on behalf of it in connection with the transactions contemplated herein contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein not misleading.

6.3 Licensee's Affirmative Covenant. Licensee covenants and agrees that it will comply with all applicable federal, state and local laws, rules and regulations (including, without limitation, all FCC rules, policies and regulations) and pertinent provisions of all contracts, permits and pertinent agreements to which it is a party or is otherwise bound that relate to this Agreement.

6.4 Broker's Affirmative Covenant. Broker covenants and agrees that it will comply with all applicable federal, state and local laws, rules and regulations (including, without limitation, all FCC rules, policies and regulations) and pertinent provisions of all contracts, permits and pertinent agreements to which it is a party or is otherwise bound that relate to this Agreement. Without limiting Broker's obligations under the previous sentence, Broker further agrees that it will make all reasonable efforts to comply with the program regulations and restrictions required by Licensee, which are attached hereto as Schedule D. The parties agree that the regulations and restrictions attached hereto as Schedule D may be modified by Licensee to the extent necessary to conform to then current FCC rules, regulations or policies and by mutual agreement at any time during the pendency of this Agreement.

6.5 Compliance with Copyright Act and Program Licensing Agreements. Broker represents and warrants that all Broker Programming provided to Licensee for broadcast on the Station will comply with the Copyright Act and shall not infringe upon the intellectual property rights of any person or entity under the Copyright Act or otherwise. Broker shall assume and pay all copyright liability (including without limitation music licensee fees) that may occur as a result of the broadcast of Broker Programming on the stations. Broker further represents and warrants that it has or will enter binding agreements with all program sources whose authorizations are required for the broadcast of the Broker Programming on the Station. Broker shall assume and pay all liability to program suppliers and any others who may have rights thereto for broadcast of the Broker Programming on the Station.

ARTICLE VII
MISCELLANEOUS

7.1 Force Majeure. Notwithstanding anything contained in this Agreement to the contrary, neither party shall be liable to the other for failure to perform any obligation under this Agreement if prevented from doing so by reason of fires, strikes, labor unrest, embargoes, civil commotion, rationing or other orders or requirements, acts of civil or military authorities, acts of God or other contingencies, including equipment failures, denial of the license renewal application of either the Station due to a comparative challenge by a third party unrelated to either of the parties, and beyond the reasonable control of the parties, and all requirements as to notice and other performance required hereunder within a specified period shall be automatically extended to accommodate the period of pendency of such contingency which shall interfere with such performance. In the event that Licensee is unable to transmit the Broker's programming, due to any of the conditions described above for a period in excess of 24 consecutive hours, Broker shall be credited against its next quarterly payment with a pro rata portion of the Base Fee Payment for the day(s) missed. For the avoidance of doubt, said credit shall not apply to any inability of Broker to deliver its programming to the Station.

7.2 Trademarks and Copyright. Licensee hereby grants Broker a limited license to use for the exclusive promotion, operation and benefit of the Station during the term of this Agreement, the call letters of the Station.

7.3 Notice. All notices, requests, demands and other communications that are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be deemed given when delivered by hand, overnight courier, or sent by facsimile transmission, as follows:

(a) If to Licensee, to:

Elcom of Florida, Inc.
One Buckhead Plaza, Suite 930
3060 Peachtree Road
Atlanta, Georgia 30305
Attention: U. Bertram Ellis, Jr.

with a copy to:

Goldberg, Godles, Wiener & Wright
1229 Nineteenth Street, N.W.
Washington, D.C. 20036
Attention: Henry Goldberg, Esq.

and with a copy to:

James S. Altenbach, Esq.
Minkin & Snyder
One Buckhead Plaza
3060 Peachtree Road
Suite 1100
Atlanta, Georgia 30305

(b) If to Broker, to:

Waterman Broadcasting of Florida, Inc.
ATTN: Bernard E. Waterman
Station WBBH-TV
P.O. Box 7578
Fort Myers, Florida 33911-7578

with a copy to:

Steven Pontius
Vice President/General Manager
Station WBBH-TV
P.O. Box 7578
Fort Myers, Florida 33911-7578

and with a copy to:

Cohn and Marks
Suite 600
1333 New Hampshire Avenue, N.W.
Washington, DC 20036-1573
Attention: Roy R. Russo, Esquire

or to such other address as any party shall have designated by notice in writing to the other parties. Copies to counsel unaccompanied by notices to principals shall not constitute notice.

7.4 Duty to Consult. Each party agrees that it will use its best efforts not to take any action that will unreasonably interfere, threaten or frustrate the other party's purposes or business activities, and that it will keep the other party informed of, and coordinate with the other party regarding, any of its activities that may have a material effect on such party.

7.5 Confidentiality. Except as may be required by law or any governmental agency, no announcement to the press or to any third party (specifically including, without limitation, the personnel of the Station) of the transactions contemplated herein shall be made prior to the commencement of this Agreement by either party without the consent of the other party.

7.6 Severability. Subject to the provisions of paragraph 5.1, if any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remainder of this Agreement shall not be affected thereby, and the parties agree to use their best efforts to negotiate a replacement article that is neither invalid, illegal nor unenforceable.

7.7 Amendment of Agreement. This Agreement supersedes all prior agreements and understandings of the parties, oral and written, with respect to its subject matter. This Agreement may be modified only by an agreement in writing executed by all of the parties hereto.

7.8 Survival. All representations, warranties, covenants and agreements made herein by the parties hereto or in any certificate to be delivered hereunder or made in writing in connection with the transactions contemplated herein shall survive the execution and delivery of this Agreement.

7.9 Payment of Expenses. Except as otherwise provided herein and in Exhibit B hereto, Licensee and Broker shall pay their own expenses incident to the preparation and carrying out of this Agreement, including all fees and expenses of their respective counsel.

7.10 Further Assurances. From time to time after the date of execution hereof, the parties shall take such further action and execute such further documents, assurances and certificates as either party reasonably may request of the other to effectuate the purposes of this Agreement.

7.11 Counterparts. This Agreement may be executed 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, and shall become effective when each of the parties hereto shall have delivered to it this Agreement duly executed by the other party hereto.

7.12 Headings. The headings in this Agreement are for the sole purpose of convenience of reference and shall not in any way limit or affect the meaning or interpretation of any of the terms or provisions of this Agreement.

7.13 Dealings with Third Parties. Neither party is nor shall hold itself out to be vested with any power or right to bind contractually or act on behalf of the other as its contracting broker, agent or otherwise for committing, selling, conveying or transferring any of the other party's assets or property, contracting for

or in the name of the other party, making any contractually binding representations contractually binding such party.

7.14 Indemnification.

(a) In the event of claims, demands, causes of action, loss, investigations, proceedings, damages, penalties, fines, expenses and judgments, including reasonable attorneys' fees and costs, (i) arising directly or indirectly out of the negligence or willful misconduct of the other party, its agents or employees in connection with the performance of this Agreement, including, without limitation, claims for antitrust violations and defamation arising from that party's programming (i.e., Broker Programming or Licensee Programming, as applicable), (ii) arising out of or resulting from any inaccuracy, misrepresentation, or breach of any representation, warranty, or covenant contained herein, or (iii) arising out of any dispute with its own employees, each party shall forever, to the fullest extent permitted by law, protect, save, defend and keep the other party harmless and indemnify said other party. The indemnified party agrees not to settle any such claims without the consent of the indemnifying party, which consent shall not be unreasonably withheld.

(b) Broker agrees to indemnify Licensee and hold Licensee, its officers, directors, stockholders and employees harmless against any FCC-issued fines or forfeitures arising from or relating to any Broker Programming broadcast on the Station. Licensee agrees to contest any such fines or forfeitures, at Broker's expense, in proceedings at the FCC or in any court to the extent desired by Broker. Broker further agrees to indemnify Licensee against any petitions to deny, petitions for revocation, petitions for orders to show cause, or other challenges brought by parties unrelated to and unaffiliated with Licensee to the extent that such challenges rely upon Broker Programming. Broker further agrees to vigorously support Licensee, including the filing of FCC pleadings in support of Licensee, in the event that any petitions to deny, petitions for revocation, petitions for orders to show cause, or other challenges are brought by parties unrelated to and unaffiliated with Licensee to the extent that such challenges concern the existence or operation of this Agreement.

(c) Broker shall forever, to the fullest extent permitted by law, protect, save, defend and keep Licensee and its officers, directors, employees and agents and each of them harmless and indemnify them from and against any and all loss, damage, liability or expense, including reasonable attorneys' fees, resulting from any claim of libel, slander, defamation, copyright infringement, idea misappropriation, invasion of right of privacy or publicity or any other claim against Licensee arising out of Broker's programming on the Station, provided that Licensee give Broker prompt notice of any claim and shall cooperate in good faith with Broker in attempts to resolve and settle any such claims. Licensee agrees not to settle any such claims without the consent of Broker, which consent shall not be unreasonably withheld. The foregoing shall not apply to any Licensee-provided programming.

(d) Licensee agrees to indemnify Broker and hold Broker, its officers, directors, stockholders and employees harmless against any FCC-issued fines or forfeitures arising from or relating to any Licensee Programming broadcast on the Station.

(e) Licensee shall forever, to the fullest extent permitted by law, protect, save, defend and keep Broker and its officers, directors, employees and agents and each of them harmless and indemnify them from and against any and all loss, damage, liability or expense, including reasonable attorneys' fees, resulting from any claim of libel, slander, defamation, copyright infringement, idea misappropriation, invasion of right of privacy or publicity or any other claim against Broker arising out of Licensee's Programming on the Station, provided that Broker gives Licensee prompt notice of any claim and shall cooperate in good faith with Broker in attempts to resolve and settle any such claims. Broker agrees not to settle any such claims without the consent of Licensee, which consent shall not be unreasonably withheld. The foregoing shall not apply to any Broker-provided programming.

7.15 Governing Law. This Agreement shall be construed under and in accordance with the laws of the State of Florida, without giving effect to the principles of conflict of laws.

7.16 Arbitration. Any dispute with respect to the existence of a default or as to damages to which a non-defaulting party may be entitled as a result of the breach of this Agreement under these provisions shall be determined in accordance with binding arbitration under the rules of the American Arbitration Association then in effect. Any arbitration undertaken in accordance with provisions of this paragraph shall be conducted in Washington, D.C. and parties agree to submit themselves to the jurisdiction of the courts of the District of Columbia or the Federal District Court for the District of Columbia to enforce any award arising out of such arbitration proceedings. If either party is found to have failed to perform a material obligation under this Agreement, reasonable attorneys' fees and expenses incurred or paid by the non-defaulting party in connection with or as a result of the exercise or enforcement of its rights may be awarded.

7.17 Specific Performance. Nothing herein shall be deemed to preclude either party from seeking injunctive relief to prevent the other party from willfully breaching or willfully failing to perform its obligations under this Agreement.

7.18 Loyalty. In addition to the obligations and prohibitions provided under paragraph 8.4, neither party, nor its officers, directors, partners, joint venturers, subsidiaries, parent corporations, affiliates, successors or assigns, each in their personal and corporate capacities, will directly or indirectly initiate, prosecute, or in any way knowingly aid in the initiation or prosecution of any challenge to the other party's FCC license(s), at any time during the term of this Agreement or any extension thereof, and for a period ending six months after the date for the filing of

the first license renewal application by either party after this Agreement is terminated or otherwise ends.

ARTICLE 8 RIGHT OF FIRST REFUSAL

8.1 The Right. Elcom and Waterman each grants the other, for the Term of this Agreement, a right of first refusal (the "Right of First Refusal") with respect to each company's respective interests in the television stations currently known as WEVU(TV), Channel 20, Naples, Florida, and WBBH-TV, Channel 20, Fort Myers, Florida (each referred to in this Article 8 as a "Florida Station"). Each party's Right of First Refusal granted herein shall be assignable on notice to the other party to any third party who is legally and financially qualified to purchase the other party's Florida Station.

8.2 Scope of Right. Each Right of First Refusal shall apply, as set forth below, to any proposed sale or assignment of some or all of the assets of either Florida Station, if such sale or assignment includes, among other assets, the relevant Florida Station's FCC broadcast license or the sale of stock in Elcom or Waterman (a "Covered Sale"). The foregoing notwithstanding, neither Right of First Refusal shall be deemed to apply to: (a) any pro forma assignment of assets for which FCC consent is obtained on an FCC Form 316 (or such subsequent form as the FCC may employ for requests for pro forma assignments of license); (b) any sale of stock in the parent companies of Elcom and Waterman, Elcom Communications, Inc., or Waterman Broadcasting Corporation (each a "Parent Company"); or (c) the sale or assignment of all or substantially all of the assets of either Parent Company; provided that the Right of First Refusal shall survive any such sale of stock or assets in either the Parent Company and shall be binding on successor entities. Each party represents and warrants to the other that its Parent Company has agreed to the restriction on said party's (Elcom's or Waterman's) stock, in conformity with the above.

8.3 Offer and Acceptance. If either party (or its Parent Company) receives a bona fide offer involving a Covered Sale that it desires to accept, it shall notify the other party and specify in its notice the proposed price, payment terms, assets covered and any other material terms and conditions of the offer and offer to make the same sale to the other party (the "Offer"). The other party shall have 30 days from its receipt of the Offer in which to accept it. Such acceptance shall be on the same terms as specified in the Offer; provided that the other party shall have the right to substitute monetary consideration for the fair market value of any non-monetary consideration that may have been specified in the Offer, if the nature of such non-monetary consideration is unique to the initial offering party and not readily available in the open market. If the parties cannot agree upon the fair market value of any such non-monetary consideration, the matter shall be resolved by arbitration in accordance with Section 7.16.

8.4 Procedures. Upon the acceptance of the Offer, each party shall proceed in good faith (a) to complete and execute a definitive purchase agreement on terms and conditions consistent with industry practice within 30 days of said acceptance; and (b) within 10 days thereafter, to file all necessary applications with the FCC seeking consent to the transaction, and to diligently prosecute such application.

8.5 Timing. A party's Right of First Refusal shall expire as to the relevant Offer if: (a) the Offer is not accepted within 30 days of receipt; (b) despite good faith efforts, the parties fail to reach a definitive purchase agreement within 30 days of acceptance of the Offer; or (c) despite good faith efforts, a final order from the FCC consenting to the transaction is not secured within a time period to be specified in the definitive purchase agreement.

8.6 Automatic Extension of the Agreement. In the event that an Offer has been accepted within the scheduled Term of this Agreement, but the purchase has not yet been completed, the then-scheduled Term of this Agreement shall be extended for a period not in excess of 6 months, while the parties are seeking to implement this Article. The Base Fee for such extended period shall be at the same monthly rate as the last month of the then-scheduled Term.

8.7 Termination of Right of First Refusal. Each Right of First Refusal specified in this Article 8 shall immediately expire upon the death of either Bernard Waterman or, his wife, Edith Waterman.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

WATERMAN BROADCASTING CORPORATION
OF FLORIDA, INC.

By: Bernard Waterman

ELCOM OF FLORIDA, INC.

By: V. Denton Self

LIST OF SCHEDULES

- A. FCC Authorizations
- B. Base Fee Payment Schedule
- C. Inventory of Reimbursable Expenses
- D. Program Regulations and Restrictions
- E. Cash Flow From Operations

SCHEDULE A

FCC AUTHORIZATIONS

WEVU(TV)

Commercial TV

Naples, Florida

Auxiliary Stations:

KA-95349 (TV Pickup)

WLI-437 (TV ICR)

WLI-438 (TV ICR)

WLI-439 (TV ICR)

WLI-440 (TV ICR)

WLJ-344 (TV ICR)

SCHEDULE B

BASE FEE PAYMENT SCHEDULE

Base Fee Payments shall be due, monthly in advance, on the first day of each calendar month (with the exception of the initial payment which is due upon execution) in the amounts specified below:

<u>Twelve-Month Period</u>		<u>Monthly Payment</u>	<u>Total for Twelve-Month Period</u>
<u>From:</u>	<u>Through:</u>		
June 1994	May 1995	\$ 1,000,000.00	\$ 12,000,000.00
June 1995	May 1996	1,000,000.00	12,000,000.00
June 1996	May 1997	1,000,000.00	12,000,000.00
June 1997	May 1998	1,000,000.00	12,000,000.00
June 1998	May 1999	1,000,000.00	12,000,000.00
June 1999	May 2000	1,000,000.00	12,000,000.00
June 2000	May 2001	1,000,000.00	12,000,000.00
June 2001	May 2002	1,000,000.00	12,000,000.00
June 2002	May 2003	1,000,000.00	12,000,000.00
June 2003	May 2004	1,000,000.00	12,000,000.00

INVENTORY OF REIMBURSABLE EXPENSES

General Manager, technical staff (anticipated to be three) and transitional staff salaries, plus FICA, FUTA, SUTA, and medical insurance for the same

Tower lease payments

Tower electricity

Generator fuel

Studio rent

Studio common area maintenance

Studio utilities

Studio janitorial

Insurance

All other costs and expenses incurred in connection with the operation of the Station shall be either paid directly by Broker or, if paid by Licensee, shall be reimbursed by Broker to Licensee.

Licensee shall be responsible for the replacement of the transmitter, waveguide, and/or antenna in the event of failure of either or all of these major capital items. Replacement of components of these capital items, including the klystron, shall be considered normal repair and maintenance and therefore shall be a reimbursable expense. Any components of the transmitter, antenna, and/or the waveguide with a replacement cost of more than \$25,000, with the exception of the klystron, shall be paid by the licensee.

(Brew)

unf

SCHEDULE D

PROGRAM REGULATIONS AND RESTRICTIONS

Waterman Broadcasting of Florida, Inc. ("Broker"), will take care to observe and exercise reasonable diligence to comply with the following regulations and restrictions in the preparation, writing and provision for broadcast of the Broker Programming on Station WEVU(TV) (the "Station"):

- I. Ethnic and Racial Issues. All programming broadcast by Broker under this Agreement shall avoid airing programming which may unreasonably exacerbate racial and/or ethnic tensions or otherwise give reasonably foreseeable, unnecessary and/or undue offense to any segment of the viewing audience.
- II. No Denominational Attacks. Broker Programming will not be used as a medium for attack on any faith, denomination or sect or upon any individual or organization.
- III. No Plugola or Payola. The mention of any business activity or "plug" for any commercial, professional or other related endeavor, except where contained in an actual commercial message of a sponsor, is prohibited. No commercial messages ("plugs") or undue references shall be made in programming presented over the Station to any business venture, profit-making activity or other interest (other than noncommercial announcements for bona fide charities, church activities or other public service activities) in which Broker is directly or indirectly interested without the same having been approved in advance by the Station General Manager and such broadcast being announced, logged and sponsored.
- IV. No Lotteries. Announcements giving any information about lotteries or games prohibited by law are prohibited.
- V. Election Procedures. Broker will clear with the Station's General Manager the schedule of rates that Broker will charge for the time to be sold to candidates for public office or their supporters to make certain that such rate conforms with applicable law and the Station's policies. In their sole discretion, the Station may require that Broker grant access for the purchase of time to candidates for political office or their supporters. In the event that any candidates for political office or their supporters are entitled to purchase time in Broker programming, Broker will provide such access as reasonably required in accordance with applicable law.
- VI. Required Announcements. Broker will include (i) an announcement in a form satisfactory to Licensee at the beginning of each hour of programming to identify the Station's call letters and (ii) any other announcements required by applicable law.

- VII. No Illegal Announcements. No announcement or promotions prohibited by law of any lottery or game will be made over the Station. Any game, contest or promotion relating to, or to be presented over, the Station must be fully stated and explained to Licensee upon request by it, which reserves the right, in its discretion to reject the game, contest or promotion.
- VIII. Licensee Discretion Paramount. In accordance with the Licensee's responsibility under the Communications Act of 1934, as amended, and the rules and regulations of the FCC, Licensee reserves the right to reject or terminate any advertising proposed to be presented or being presented over the Station which is in conflict with the Station's policy or which, in Licensee's judgment, would not serve the public interest, subject to paragraphs 3.3 and 4.4 herein.
- IX. Programming Prohibitions. Broker will not include in Broker Programming any of the following programs or announcements:
- A. False Claims. False or unwarranted claims for any product or service.
 - B. Unfair Imitation. Infringements of another advertiser's rights through plagiarism or unfair imitation of either program idea or copy or any other unfair competition.
 - C. Obscenity and Indecency. Any programs or announcements that (1) have a dominant theme that, taken as a whole, appeals to the prurient interest in sex, portray sexual conduct in a patently offensive way, and lack literary, artistic, political or scientific value or (2) describe, in terms patently offensive as measured by contemporary community standards for the broadcast medium, sexual or excretory activities or organs at times of the day when children are likely to be in the audience.
 - D. Unauthenticated Testimonials. Any testimonials which cannot be authenticated.
 - E. Commercial Limitations in Children's Programming. Broker shall not air more than 10.5 minutes of commercial matter on weekends or more than 12 minutes of commercial matter on week days on any programming produced and aired for children, in accordance with the rules and regulations of the Federal Communications Commission applicable thereto.
- X. Waiver. Licensee may waive any of the foregoing regulations and restrictions in specific instances if, in its opinion, good broadcasting in the public interest is served. In any case where questions of policy or

interpretation of matters contained in this Schedule arise, Broker shall submit the same to Licensee for decision before making any commitments in connection therewith.

SCHEDULE E

CASH FLOW FROM OPERATIONS

For purposes of this Agreement, "Cash Flow From Operations" for any Fiscal Year means all Station cash income minus all Station expenses used in operation of the Station excluding the following: depreciation, amortization, debt and interest. Waterman will have sole and exclusive discretion, so long as exercised in good faith and with diligence, to *pro rate* expenses for operation of its station, WBBH-TV, Channel 20, Fort Myers, Florida, for use of that station's personnel and equipment to provide Broker Programming. The Base Fee Payments to Licensee under subparagraph 3.1(a) above of this Agreement shall not be subtracted in computing the Cash Flow From Operations.

10 October 1996

AMENDMENT TO TIME BROKERAGE AGREEMENT

The Time Brokerage Agreement dated June 1, 1994, between Waterman Broadcasting Corporation of Florida and Elcom of Florida is hereby Amended according to Section 7.7 of the Agreement to Modify Base Fee Payment Schedule as stipulated in Article 111 and 3.1 Fee Rate.

The adjusted Fee Rate agreed to herewith will be simultaneous with the transfer of the Time Brokerage Agreement from Elcom of Florida to Montclair Communications, Inc., on October 10, 1996.


Concurrent with the October 1996 transfer of License from Elcom of Florida to Montclair Communications, Inc., Waterman of Florida and Montclair Communications agreed to a modification of the Fee Rate to reflect a change in the date of payments, the anniversary year of such payments, and an increase in the annual payments necessitated by such changes.

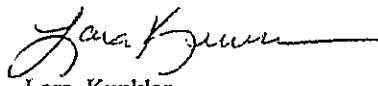
Accordingly the Anniversary year is changed from June 1 to May 31 of each year to October 1 to September 30 of the following year. The first fiscal year period shall be from October 10 to June 30.

Schedule B Base Fee Payment Schedule of the Agreement is hereby Amended as follows:

Twelve Month Period From	Through	Monthly Payment	Total for Twelve Month Period
October 10, 1996	September 30, 1997	\$2,000.00	\$24,000.00
October 1, 1997	September 30, 1998	\$2,000.00	\$24,000.00
October 1, 1998	September 30, 1999	\$2,000.00	\$24,000.00
October 1, 1999	September 30, 2000	\$2,000.00	\$24,000.00
October 1, 2000	September 30, 2001	\$2,000.00	\$24,000.00
October 1, 2001	September 30, 2002	\$2,000.00	\$24,000.00
October 1, 2002	September 30, 2003	\$2,000.00	\$24,000.00

AGREED TO::


Bernard E. Waterman
President
Waterman Broadcasting Corporation
Inc. of Florida


Lara Kunkler
President
Montclair Communications, Inc

FIFTH AMENDMENT TO TIME BROKERAGE AGREEMENT

This Fifth Amendment to Time Brokerage Agreement, made as of May 28, 2004, is by and between Waterman Broadcasting Corporation of Florida, Inc., a Florida Corporation ("Waterman") and Montclair Communications, Inc., a Florida corporation ("Montclair").

WHEREAS, reference is made to that certain Time Brokerage Agreement, dated as of June 1, 1994, by and between Waterman and Montclair, as assignee of Elcom of Florida, Inc. ("Time Brokerage Agreement"), pursuant to which Waterman provides programming, advertising and certain other services to WZVN-TV (formerly WEVU-TV), Naples, Florida ("Naples Station"), which Time Brokerage Agreement was amended (i) to substitute Montclair for Elcom of Florida, Inc., contemporaneously with Montclair's acquisition of the Naples Station on October 10, 1996, (ii) by two amendments each dated as of June 25, 1997, and (iii) by an undated agreement between the parties ("2001 Amendment"), a copy of which 2001 Amendment, for reference purposes, is attached hereto (such Time Brokerage Agreement as modified by the foregoing amendments, the "TBA");

WHEREAS, contemporaneously with the 2001 Amendment, Waterman and Montclair, on November 21, 2001, filed with the Federal Communications Commission ("FCC") an application for consent to the transfer of control of Montclair from Ms. Lara W. Kunkler to Waterman Broadcasting Corporation, the parent company of Waterman ("Merger Application");

WHEREAS, the FCC's Media Bureau released a decision of August 8, 2002 denying a waiver of the TV duopoly rule and dismissing the Merger Application ("Staff Decision"); Waterman and Montclair, on September 9, 2002, filed their Joint Petition for Clarification of the Record and Reconsideration ("Joint Petition"), and the Staff Decision has not become a Final Order as a result of the timely filing of the Joint Petition and the matter remains pending before the FCC;

WHEREAS, in view of the changed circumstances since the Commencement Date, the parties wish to amend the TBA by modifying Section 4.1 thereof as provided in this Fifth Amendment;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereto agree as follows:

Section 4.1 of the TBA shall be deleted in its entirety and the following shall be inserted in lieu thereof and shall constitute the new Section 4.1 of the TBA:

- (a) Subject to the provisions for early termination contained herein, the Term of this Agreement shall commence on June 1, 1994 (the "Commencement Date") and shall expire at 11:59 p.m. on May 31, 2009; *provided, however, that thereafter the Term of this Agreement shall automatically renew for an additional five-year period unless either party hereto shall have delivered written notice to the other of its election to not have the Term so renewed, such notice to be delivered not later than 180 days prior to the expiration of the initial Term on May 31, 2009*

(b) The parties hereby covenant and agree that the financial terms and conditions of this Agreement shall be modified to reasonably reflect DTV costs and other economic factors that have changed since the Commencement Date and the parties further covenant and agree that on the earlier of (i) the dismissal or denial of the Merger Application (or such other action withholding approval of the Merger Application) by the FCC by Final Order or (ii) the election of Waterman, the parties shall negotiate in good faith to amend the Agreement to modify the terms of the Agreement to implement the foregoing covenant and agreement, *provided, however*, that in the event that the parties shall fail to agree on such terms within 180 days of such Final Order or election, Waterman shall have the right to terminate the Agreement on 180 days prior written notice.

(c) For purposes of this Agreement, the term "Final Order" means an order of the FCC that is no longer subject to administrative or judicial review.

IN WITNESS WHEREOF, the parties have caused this Fifth Amendment to be duly executed and delivered as of the date above.

Waterman Broadcasting of Corporation of Florida, Inc.

By: Bernard E. Waterman
Bernard E. Waterman

Monclair Communications, Inc.

By: Lara W. Kunkler
Lara W. Kunkler

DC 1767380-2


A certain Time Brokerage Agreement between Waterman Broadcasting Corporation of Florida and Montclair Communications, Inc as Amended October 10, 1996 is hereby further amended to change ARTICLE IV TERM, section 4.1 Term (b) as follows:

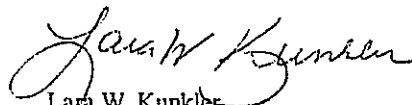
Both parties submitted a petition to the Federal Communications Commission to merge Montclair Communications, Inc , into Waterman Broadcasting Corporation of Florida on November 21, 2001.

After a number of discussions between the parties and also with legal counsel representing both parties, an understanding between the principals was reached whereby subject Article IV 4.1 (B) would be modified as follows:

The 180-day time period after the seventh anniversary of the Commencement date will become inactive as of November 21, 2001, date of the filing with the FCC to merge the corporation until such time as the FCC shall render a final decision on the Petition. Should the FCC deny the application to merge before the end date of the TBA, midnight May 31, 2004, the 180 day provision will be re-activated on the date of the FCC decision to confirm to 4.1 Term (b)

Both parties have agreed to extend the Agreement for an additional Five-year period commencing June 1, 2004, with FCC permission, should the Commission deny the application to merge. Immediately upon such denial of Petition, both parties have agreed to enter into an Amendment to modify the financial terms and conditions of the TBA to adjust for HiDefinition and other economic factors that have changed since inception of the LMA


Bernard E. Waterman
President
Waterman Broadcasting Corp. of Florida


Lara W. Kunkler
President
Montclair Communications, Inc

EIGHTH AMENDMENT TO TIME BROKERAGE AGREEMENT

This Eighth Amendment to Time Brokerage Agreement, made on May 30, 2014, is by and between Waterman Broadcasting Corporation of Florida, Inc., a Florida corporation ("Waterman") and Montclair Communications, Inc., a Florida corporation ("Montclair"). Reference is made to the Time Brokerage Agreement, dated as of June 1, 1994, by and between Waterman and Montclair, as assignee of Elcom of Florida, Inc., as amended ("Time Brokerage Agreement").

IN CONSIDERATION of the mutual covenants and agreements set forth herein, and for good and valuable consideration the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereto agree as follows:

1. At 11:59pm on May 31, 2014, the Term of the Time Brokerage Agreement shall be renewed for an additional 10 year period, such that the Time Brokerage Agreement shall expire at 11:59pm on May 31, 2024; provided, however, that the Term may be extended for up to two additional five-year periods if both parties so elect.
2. Effective July 1, 2014, the Base Fee Payment shall be \$3,000 per month. Effective July 1, 2015 and thereafter annually on July 1 for the remainder of the Term, the Base Fee Payment shall be adjusted to reflect changes in the Consumer Price Index (CPI) over the previous year.
3. Schedule C to the Time Brokerage Agreement is updated and restated as attached hereto.
4. In accordance with Section 2.5(f) and (g) of the Time Brokerage Agreement, the parties agree that, in consideration of the reduction in Base Fee Payments from January 31, 2009 through June 30, 2014, upon termination or expiration of the Time Brokerage Agreement for any reason, Montclair shall have the right, but not the obligation, to acquire the digital broadcasting equipment used in the operation of the Station for a total of \$100.00, such equipment to be set forth in a schedule to be agreed upon in good faith by the parties..

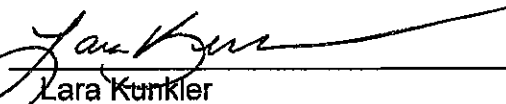
Except as expressly provided herein, all terms and conditions of the Time Brokerage Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Eighth Amendment to be duly executed and delivered as of the date above.

Waterman Broadcasting Corporation of Florida, Inc.

By: 
Bernard E. Waterman
President

Montclair Communications, Inc

By: 
Lara Kunkler
President

INVENTORY OF REIMBURSABLE EXPENSES

- General Manager and staff salaries, adjusted annually based on the prevailing change in the Consumer Price Index (CPI), plus FICA, FUTA, SUTA, medical insurance, and other employee fringe benefits for the same, consistent with the benefits provided to employees of Waterman or any successor corporation.
- Tower lease payments
- Tower electricity
- Generator fuel
- Studio/office rent
- Studio/office common area maintenance
- Studio/office utilities
- Studio/office janitorial
- Insurance
- All license fees payable to ABC Television Network
- FCC Regulatory fees
- Administrative expenses
- Professional fees required for FCC compliance and corporate tax matters (but NOT including any professional fees related to the enforcement of the LMA)
- Equipment maintenance and repair

All other costs and expenses incurred in connection with the operation of the Station shall be either paid directly by Broker or, if paid by Licensee, shall be reimbursed by Broker to Licensee.

NINTH AMENDMENT TO TIME BROKERAGE AGREEMENT

THIS NINTH AMENDMENT TO TIME BROKERAGE AGREEMENT (this “*Amendment*”) is made and entered into as of April 4, 2023, by and between Waterman Broadcasting of Florida LLC, a Florida limited liability company (“*Waterman*,” and together with its successors and assigns, “*Broker*”) and Montclair Communications, Inc., a Florida corporation (“*Montclair*,” and together with its successors and assigns, “*Licensee*”).

RECITALS

WHEREAS, Montclair is the Federal Communications Commission (“*FCC*”) licensee of television station WZVN-TV, Naples, FL (FCC Facility ID 19183) (which formerly used the call sign “WEVU”) (the “*Station*”);

WHEREAS, Waterman and Montclair, as successor-in-interest to Elcom of Florida, Inc., are parties to that certain Time Brokerage Agreement (“*TBA*”) dated as of June 1, 1994, as amended from time to time, whereby Waterman, as Broker, provides programming transmitted on the Station;

WHEREAS, Waterman and Fort Myers-Naples HTV LLC, a Delaware limited liability company (“*Hearst*”) are parties to an Asset Purchase Agreement (the “*Purchase Agreement*”) dated as of the date hereof, pursuant to which Waterman has agreed to sell, and Hearst has agreed to purchase, subject to the prior consent of the FCC and subject to the terms and conditions contained therein, certain assets used or held for use in the operation of Waterman’s station WBBH-TV, Fort Myers, FL (FCC Facility ID 71085) (“*WBBH-TV*”), including Waterman’s rights and obligations pursuant to the TBA (the “*Waterman Assets*”); and

WHEREAS, Waterman and Montclair wish to amend the TBA on the terms and conditions set forth herein to be effective as of the date of the consummation of the purchase and sale of the Waterman Assets pursuant to the Purchase Agreement (the “*Effective Date*”).

NOW, THEREFORE, taking the foregoing into account and in consideration of the mutual representations, warranties, covenants and agreements set forth in the TBA and this Amendment, the receipt and sufficiency of which are hereby acknowledged, Waterman and Montclair, intending to be legally bound, hereby agree as follows:

1. ***Studio Facilities.*** The penultimate sentence of Section 1.7 of the TBA is amended to replace the words “Naples, Florida, studio building” with the words “Fort Myers, Florida, studio building.”
2. ***Broker Feed.*** Section 2.2 of the TBA is amended to delete the final sentence of that paragraph.
3. ***Transmission Facilities.*** Section 2.5 of the TBA is hereby deleted in its entirety and replaced with the following:

“2.5 Transmission Facilities.

(a) Station Transmission Facilities. The parties acknowledge that the Station transmits from a tower and uses certain transmission equipment and facilities that are owned or leased by Broker, including the tower registered with the FCC under Antenna Structure Registration Number 1231697, a primary antenna, an auxiliary antenna, and transmission line, in each case, used for the operations of both the Station and WBBH-TV, and one or more transmitters and certain other equipment used solely in the operation of the Station (collectively, the “Station Transmission Facilities”). During the term of this Agreement, Licensee may access and use the Station Transmission Facilities in connection with the ordinary course of operation of the Station and at no cost to Licensee. Licensee’s use of the Station Transmission Facilities shall be in accordance with the Station’s FCC licenses and good engineering practices, and Licensee shall not take any action that disrupts or impairs Broker’s use of the Station Transmission Facilities. As between Broker and Licensee, title to all Station Transmission Facilities as of the Effective Date is held by Broker and shall remain with Broker, and title to all additional Station Transmission Facilities purchased by Broker after the Effective shall be held by and remain with Broker, except as and to the extent that Broker may designate otherwise from time to time. The parties acknowledge that the Station no longer operates from a tower site separate from the Station Transmission Facilities, and notwithstanding Section 2.4 of this Agreement or any other provision to the contrary, the parties agree that all references in this Agreement to the Station’s prior separate tower site and tower lease are hereby deleted.

(b) Modifications and New Technologies. To the extent Broker desires to modify the Station’s transmission facilities, or the FCC requires the Station to modify its transmission facilities, including transitioning the Station to the broadcast transmission standard known in the industry as “ATSC 3.0” (also known as “NextGen TV”) (“ATSC 3.0”) or other upgrades or modifications to the Station’s transmission facilities (the “Modified Facilities”), the parties will cooperate in good faith in connection with such modifications and Broker will have the right, subject to Licensee’s prior express written consent and under the supervision and control of Licensee, to build out and own the transmission facilities and other technical infrastructure to be used for the Modified Facilities. At Broker’s request, Licensee agrees to participate in the negotiation of hosting agreements with other broadcasters in connection with the deployment of the Station in ATSC 3.0 or other new technologies, as applicable, and Licensee agrees to file with the FCC applications necessary for the Modified Facilities. For avoidance of doubt, this Agreement will continue to apply to the Station as modified, and, subject to the terms of this Agreement and the supervision and control of the Licensee, Broker shall have the right use the total bandwidth and spectrum capacity of the Station, including for programming and other content on the Station’s primary and multicast programming streams (including on the ATSC 1.0 and ATSC 3.0 companion channels of the Station, as applicable) and for the transmission of data or other content or services as permitted by the FCC. Should

new Modified Facilities be built and owned by Broker under this Section 2.5(b), Licensee shall have the right to use such Modified Facilities as Station Transmission Facilities in accordance with Section 2.5(a).

(c) Licensee's Right to Purchase Equipment Post Term. Notwithstanding the provisions of Section 2.5(a), if this Agreement ends during any time when Licensee or its successor in interest is the licensee of the Station, Licensee or its successor in interest shall have the right to purchase any equipment owned by Broker that is solely used in the operation of the Station for a total of \$100.00, such equipment to be set forth in a schedule to be agreed upon in good faith by the parties."

4. ***TBA Fee.***

(a) All references to the words or terms "Base Fee" or "Base Fee Payment(s)" in the TBA are hereby deleted and replaced with "***TBA Fee.***"

(b) Section 3.1 of the TBA is hereby deleted in its entirety and replaced with the following:

"3.1 TBA Fee. Broker shall pay to Licensee a monthly fee as set forth on Schedule B hereto (the "TBA Fee")."

(c) Schedule B of the TBA is hereby deleted in its entirety and replaced with ***Schedule B (TBA Fee)*** attached hereto and incorporated herein.

(d) Schedule E of the TBA is hereby deleted in its entirety.

5. ***Licensee Revenues.*** The final sentence of Section 3.4 of the TBA is deleted in its entirety and replaced with the following: "Licensee shall elect the right to require retransmission consent from all multichannel video program distributors for all time periods during which this Agreement is in effect."

6. ***Reimbursement of Expenses.*** Schedule C of the TBA is hereby deleted in its entirety and replaced with ***Schedule C (Reimbursable Expenses)*** attached hereto and incorporated herein.

7. ***Term.***

(a) Section 4.1 of the TBA is hereby deleted in its entirety and replaced with the following:

"4.1 Term. Subject to the provisions for early termination contained herein, the term of this Agreement commenced on June 1, 1994, and shall be extended for a period of eight (8) years from the Effective Date. Following such eight-year period, the term of this Agreement shall automatically renew for an additional period of eight (8) years unless either party gives not less than 365 days' notice of its intent not to renew.

(b) Section 4.2(b) of the TBA is hereby amended to delete the proviso therein such that Section 4.2(b) shall include only the following:

“(b) Broker fails to make any payment due to Licensee within thirty (30) days of receipt of notice of nonpayment from the Licensee.”

8. ***Program Regulations and Restrictions.*** Schedule D of the TBA is hereby amended by adding the following at the end Section IX thereof:

“F. Non-Discrimination in Advertising. Broker shall not discriminate on the basis of race or ethnicity in the sale of advertising time. Broker shall include on advertising contracts and/or written agreements for the sale of advertising on the Station a clause stating that it does not discriminate on the basis of race or ethnicity.

G. Foreign Sponsorship ID Disclosure Requirements. With respect to any programming to be aired in exchange for consideration throughout the term of this agreement (including, in the case of any political program or any program involving discussion of a controversial issue of public importance, any programming even if provided to the station for free as an inducement for the station to broadcast the programming), Broker hereby represents, warrants, agrees, and certifies to Licensee that:

1. The parties have informed each other of the foreign sponsorship disclosure requirements adopted by the Federal Communications Commission (the “FCC”) in MB Docket No. 20-299, FCC 21-42 (April 22, 2021) and codified in Section 73.1212(j) of the FCC’s rules (the “Foreign Sponsorship Disclosure Requirements”); and Broker hereby confirms that Broker is familiar with the Foreign Sponsorship Disclosure Requirements, as well as the cross-referenced definitional and other provisions set forth in Title 22, Chapter 11, Subchapter II of the United States Code;

2. Broker does not itself fall into any of the categories that would qualify it as a “foreign governmental entity” under the Foreign Sponsorship Disclosure Requirements and cross-referenced definitional and other provisions;

3. Broker does not know of anyone involved in the production or distribution of programming that will be aired pursuant to this TBA, or pursuant to any sub-brokerage agreement, to the extent any such sub-brokerage agreements are permitted, that qualifies as a “foreign governmental entity” and has provided some type of inducement to air the programming; and

4. Broker will promptly notify Licensee of any change in Broker’s status or knowledge sufficient to make the representations, warranties, agreements, and certifications in this section no longer true or correct and will provide Licensee with any information that Licensee is required to report to the FCC or other governmental agency and/or place in its online public inspection file.

9. **Consent to Assignment of TBA.** In accordance with Section 4.5 of the TBA, Montclair hereby consents to the assignment to Hearst (or an affiliate of Hearst) of all of Waterman's interest, rights, benefits, duties, and obligations under the TBA, as amended by this Amendment, from and after the Effective Date.

10. **Public File.** Notwithstanding Section 5.2(a) of the TBA or any other provision to the contrary, the parties acknowledge and agree that a copy of the TBA, including amendments in force and effect from time to time, with confidential or proprietary information redacted, shall be retained in the Station's and WBBH-TV's online public inspection files in accordance with Section 73.3526(e)(14) of the FCC's rules.

11. **Notices.** Subsections (a) and (b) of Section 7.3 of the TBA are hereby deleted and replaced as follows:

- “(a) If to Licensee to:
Montclair Communications, Inc.
101 Devon Rd.
Charlottesville, VA 22903
Attention: Lara W. Kunkler
- (b) If to Broker, to:
Waterman Broadcasting of Florida, LLC
3719 Central Avenue
Fort Myers, Florida 33901
Attention: Steven H. Pontius, Executive Vice-President”

12. **Duty to Consult.** Section 7.4 of the TBA is amended to add at the end of the section the following language: “Nothing in this Section 7.4 shall require Licensee to disclose information from carriage agreements with multichannel video program distributors in violation of any confidentiality clauses in those agreements.”

13. **FCC Authorizations.** Schedule A of the TBA is hereby deleted in its entirety and replaced with ***Schedule A (FCC Authorizations)*** attached hereto and incorporated herein.

14. **Waivers.** Article 7 of the TBA is amended to add Section 7.19, as follows: “Waivers of Compliance. Except as otherwise provided in this Agreement, any failure of any of the parties to comply with any obligation, representation, warranty, covenant, agreement or condition herein may be waived by the party entitled to the benefits thereof only by a written instrument signed by the party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, representation, warranty, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.”

15. **Insurance.** Article 7 of the TBA is amended to add Section 7.20, as follows: “Insurance. Broker will cause Licensee to be named as an additional insured, where permitted by applicable Broker insurance policies covering services provided by Broker to Licensee.”

16. ***Expiration of Right of First Refusal.*** The parties acknowledge and agree that the Right of First Refusal automatically expired in accordance with Section 8.7 of the TBA due to the death of Mr. Bernard E. Waterman on November 12, 2017. Accordingly, Article 8 of the TBA is hereby deleted in its entirety.

17. ***Clean Slate.*** Each of the parties hereby affirms and agrees that as of the date hereof and the Effective Date no breach, default, or other act, error or omission which, with the giving of notice or passage of time or both, would constitute a breach or default of either Montclair or Waterman under the TBA for which either party will seek a remedy against the other party. For the avoidance of doubt, each party hereby forever and conclusively releases the other party from, and forever and conclusively waives, any and all claims, demands, defenses, causes of action, indebtedness, damages, liabilities and obligations of every kind and nature, whether known and unknown, arising from or related to any unpaid fees of any kind accrued or owed, or alleged to be accrued or owed, to either party pursuant to the TBA prior to the Effective Date.

18. ***Representations and Warranties.*** Each of the parties hereto represents and warrants to each other as to itself, only, as follows: this Amendment has been duly executed and delivered by such party and (assuming this Amendment has been duly authorized, executed and delivered by the other parties hereto) constitutes a valid and binding agreement of such party, enforceable against such party in accordance with its terms, except that (i) such enforcement may be subject to any bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer or other laws, now or hereafter in effect, relating to or limiting creditors' rights generally and (ii) enforcement of this Amendment, including, among other things, the remedy of specific performance and injunctive and other forms of equitable relief, may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought.

19. ***Effect of Amendment.*** This Amendment shall not take effect until the Effective Date and shall automatically be null and void and of no force or effect upon the termination of the Purchase Agreement without consummation of the transactions contemplated thereunder. Except as amended hereby, the TBA (and all rights and obligations thereunder) shall remain unchanged and in full force and effect. This Amendment shall be governed by and subject to the terms of the TBA, as amended hereby. All of the provisions of Article VII of the TBA shall apply to this Amendment as if such provisions were restated in full herein, mutatis mutandis. From and after the date of this Amendment, each reference in the TBA to "this Agreement," "hereof," "hereunder" or words of like import, and all references to the TBA in any and all other agreements and instruments (other than in this Amendment or as otherwise expressly provided) shall be deemed to mean the TBA, as amended by this Amendment, whether or not such Amendment is expressly referenced. Nothing in this Amendment, express or implied, is intended to confer on any person or entity, other than the parties hereto and their respective heirs, successors and assigns, any rights, benefits, remedies, obligations or liabilities (including any third-party beneficiary rights) under or by reason of this Amendment.


20. ***Counterparts.*** This Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this Amendment by electronic means, including by facsimile or email in PDF or other image form, shall be effective as delivery of an original executed counterpart of this Amendment.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be executed as of the date first set forth above.

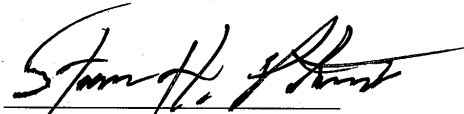
LICENSEE:

Montclair Communications, Inc.

By: 
Lara W. Kunkler
President

BROKER:

Waterman Broadcasting of Florida LLC

By: 
Steven H. Pontius
Executive Vice-President

SCHEDULE A**FCC AUTHORIZATIONS**

Call Sign	Facility ID Community	License Type
WZVN-TV	19183 Naples, FL	Digital TV
WZVN-TV Auxiliary Facilities	19183 Naples, FL	Digital TV
KA95349†		TV Pickup
WLI437†		TV Intercity Relay
WLI438†		TV Studio Transmitter Link
WLI439*		TV Intercity Relay
WLI440†		TV Intercity Relay
WLJ344†		TV Intercity Relay
E980498		Transmit/Receive Satellite Earth Station
E050362		Receive Only Satellite Earth Station Registration
E050362A		Receive Only Satellite Earth Station Registration

* Montclair to modify license to correct transmitter site coordinates.

† Unused license; Montclair to cancel.

SCHEDULE B

TBA FEE

The “*TBA Fee*” to be paid each month shall initially be in the amount of \$ [REDACTED]. The TBA Fee shall be adjusted as of the Effective Date and again as of each anniversary of the Effective Date by a percentage equal to the percentage change in the Consumer Price Index statistics published by the United States Bureau of Labor but not to exceed a three percent (3%) increase in the TBA Fee each year. If in any year the Consumer Price Index change is negative, the TBA fee shall remain unchanged. Comparisons shall be made using the index entitled, “Consumer Price Index for All Urban Consumers (CPI-U) for the South Region” or the nearest comparable data on changes in the cost of living, if such index is no longer published (in either case, the “CPI Index”). Each adjustment shall be determined by comparison of the CPI Index for the month immediately preceding the month in which the Effective Date occurred in the immediately preceding calendar year with the CPI Index for the month immediately preceding the month in which the Effective Date occurred in the current calendar year (for example, if the Effective Date occurred in July of 2023, in there would be an adjustment as of the Effective Date based on a comparison of the CPI Index for June 2022 with the CPI Index for June 2023, and there would be an adjustment in July 2024 based on a comparison of the CPI Index for June of 2023 with the CPI Index for June of 2024). The proposed adjustment shall be presented to Licensee by Broker.

SCHEDULE C

REIMBURSABLE EXPENSES

The sum of the actual out-of-pocket payments and expenses of Licensee for the following:

- (i) Salaries and employee benefit for the Station's General Manager (who may or not be an owner of Montclair) and up to two additional Station employees, with such salary amounts equal to such salaries paid by Licensee within the 1-year period prior to the Effective Date, with reasonable cost of living annual adjustments not to exceed 3 percent annually, and with such benefits substantially similar to the employee benefits provided to similarly situated employees of Broker;
- (ii) Expenses related to FCC filings with respect to the Station and other expenses for compliance with FCC rules and other applicable law in connection with the operation of the Station, including FCC regulatory fees and reasonable and customary attorneys' fees of Licensee incurred in connection therewith;
- (iii) Premiums and other expenses relating to insurance maintained in connection with the operation of the Station;
- (iv) All music rights payments required to be paid by Licensee (including music performance rights, synchronization rights, and master use rights), in connection with the broadcast and/or transmission of all announcements and programming on the Station, including advertisements (but excluding the Broker Programming, which shall be the responsibility of Broker);
- (v) All payments for the acquisition or licensing of programming during the Term, including television network payments;
- (vi) The costs of negotiating retransmission consent agreements and any costs of collecting payments thereunder;
- (vii) Actual out-of-pocket payments and expenses that have been customarily reimbursed (within the 1-year period prior to the Effective Date) to the Station's General Manager, including: monthly travel from Virginia to Fort Myers for on-site supervision of the Station ; travel (and related expenses) from Virginia to annual ABC Affiliates Meeting; travel (and related expenses) from Virginia for Florida Association of Broadcasters meetings; and office space and parking in Charlottesville, VA, not to exceed \$[REDACTED] per month, subject to reasonable CPI adjustments imposed by the landlord;
- (viii) Reasonable and necessary equipment maintenance and repair; and
- (ix) Other actual out-of-pocket payments and expenses that are customary and reasonably necessary in the operation and maintenance of the Station.

Notwithstanding any provision, Reimbursable Expenses do not include any costs, payments, or expenses of Licensee relating to any claims for breach by Licensee of this Agreement or Licensee's indemnification obligations under this Agreement.

In consultation and cooperation with Broker, Licensee shall prepare an annual operating budget for the Station. The first operating budget shall be prepared and provided to Broker within thirty (30) days of the Effective Date. Thereafter, such budget shall be prepared and provided to Broker by September 1 each year. The operating budget shall reflect Licensee's good faith budget of reasonable and customary capital and other expenses that are reasonably necessary or customary in the operation and maintenance of the Station, as determined by Licensee in its sole and absolute discretion.