

This **PRE-CLOSING LOCAL PROGRAMMING AND MARKETING AGREEMENT** (this “Agreement”) is made as of April 1, 2019, by and between (1) commonly controlled companies Media Vista Group, LLC, licensee of WANA-LD and a Florida limited liability company, Media Vista SW Florida, LLC, licensee of WUVF-LD and WLZE-LD and a Delaware limited liability company (together “MVG” or “Licensees,” and individually each, a “Licensee”) (2) and Sun Broadcasting, Inc., a Florida corporation (“Programmer”). WANA-LD, WUVF-LD and WLZE-LD, each located in the Fort Myers-Naples television market, are collectively referred to as the “Stations.”

Premises

Programmer has entered into an agreement with MVG to acquire, subject to the consent of the Federal Communications Commission (“FCC”), the licensees and certain assets of the Stations subject to the terms and conditions of that certain Asset Purchase Agreement entered into contemporaneously herewith (the “Purchase Agreement”) by and among MVG and the Programmer. Capitalized terms used but not defined herein shall have the meanings set forth in the Purchase Agreement.

MVG desires to obtain certain programming for the Stations until the consummation of the transactions contemplated by the Purchase Agreement, and Programmer desires to provide certain programming for broadcast on the Stations on the terms set forth in this Agreement. Accordingly, pursuant to the terms of the Purchase Agreement, MVG and Programmer are entering into this Agreement whereby, subject to the terms and conditions set forth herein, Programmer would provide programming for each of the Stations and sell advertising availabilities on the Stations for its own account pending the closing or termination of the Purchase Agreement.

NOW, THEREFORE, taking the foregoing recitals into account, and in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Term. The term of this Agreement (the “Term”) will begin on April 1, 2019, at 12:01 a.m. local time (the “Commencement Date”) and will continue until such time as this Agreement is terminated in accordance with its terms pursuant to Section 12 of this Agreement.

2. Programming. During the Term, Licensee shall make available to Programmer all of the airtime on each of the Stations (including the primary and all secondary program streams and ancillary uses) for programming provided by Programmer (the “Programs”) for broadcast on the Stations twenty-four (24) hours per day, seven (7) days per week (the “Broadcasting Period”). Without limiting the foregoing, Programmer is entitled to use all of the Stations’ digital transmission capacity, except that the Programmer shall perform on behalf of MVG the obligations of MVG relating to the Stations’ programming under (1) the Univision Agreement and the Azteca Agreement and (2) under those advertising agreements or orders and programming agreements included in the Contracts. Programmer shall not take any action that would result in a breach or termination of the Univision Agreement or Azteca Agreement during the Term.

During the Term, Programmer shall transmit, at Programmer's expense, the Programs to the Stations' transmitting facilities in a manner that ensures that the Programs meet technical and quality standards at least equal to those of the Stations' broadcast prior to the Commencement Date, and Licensee shall broadcast the Programs on the Stations, subject to the provisions of Section 5 below. Notwithstanding anything herein to the contrary, the Stations shall continue to broadcast any programming required to be aired under the terms of its existing affiliation, syndication and other contracts included in the Contracts.

During the Term, in connection with providing the Programs to the Stations, Programmer shall operate the Websites and the Magazine.

3. Advertising and Retransmission Consent. MVG shall retain all of the accounts receivable of the Stations, the Websites and the Magazine existing on the Commencement Date. During the Term, Programmer will be exclusively responsible for the sale of advertising on the Stations, the Websites and the Magazine and for the collection of accounts receivable arising therefrom, and Programmer shall be entitled to all revenue of the Stations, the Websites and the Magazine (including without limitation ancillary revenue), except for advertising time sold by MVG prior to the commencement date of this Agreement and except as provided in the Univision Agreement or Azteca Agreement. During the Term, MVG shall not sell any advertising on the Stations, the Websites or the Magazine except as provided by Section 6(b).

4. Payments. For the broadcast of the Programs and the operation of the Websites and Magazine and the other benefits made available to Programmer pursuant to this Agreement, during the Term, Programmer shall pay Licensee as set forth on **SCHEDULE A** attached hereto. To the extent reasonably necessary to perform this Agreement, during the Term, MVG shall provide Programmer with the benefits of any of the Stations' contracts and agreements (including without limitation the Univision Agreement and the Azteca Agreement) and Programmer shall perform the obligations of MVG thereunder, to the extent of the benefits received.

5. Control.

(a) Notwithstanding anything to the contrary in this Agreement, each Licensee shall have full authority, power and control over the operation of its Station(s) and over all persons working at each of such Station(s) during the Term. Each Licensee shall have the full power and authority to control compliance of its Station(s) with the rules, regulations and policies of the FCC and all other applicable laws. Without limiting the generality of the foregoing, each Licensee shall: (1) comply with any staffing and personnel requirements of the FCC, (2) identify one or more principal contact persons who will report and be solely accountable to the Licensee of each Station(s), and (3) retain the right to control over the policies, programming, finances, personnel, and operations of the Station(s).

(b) Nothing contained herein shall prevent either Licensee from (i) rejecting or refusing programs that such Licensee believes to be unsatisfactory, unsuitable, or contrary to the public interest, or (ii) substituting programs which the Licensee believes to be of greater local or national importance or which are designed to address the problems, needs and interests of the local communities served by the Licensee's Station(s). Licensee reserves the right to (i) refuse to broadcast any Program containing matter which violates any right of any third party, which

constitutes a personal attack, or which does not meet the requirements of the rules, regulations, and policies of the FCC, (ii) preempt any Program in the event of a local, state, or national emergency, or (iii) delete any commercial announcements that do not comply with the requirements of the FCC's sponsorship identification policy. If a Licensee preempts, rejects or otherwise refuses to broadcast any Program, then such Licensee shall endeavor (but shall not be obligated) to broadcast substitute programming of reasonably equal or greater value to Programmer.

(c) Programmer shall cooperate with each Licensee to ensure that any EAS transmissions and any other announcements required by law are properly performed in accordance with such Licensee's instructions. Each party shall deliver to the other a copy of any letters of complaint it receives with respect to the Stations.

(d) Licensees authorize Programmer to supervise and direct the activities of Stations Employee/Contractors to the extent necessary to perform Programmer's responsibilities under this Agreement and Programmer agrees to direct and supervise such Stations Employee/Contractors accordingly. When performing services for a Licensee, each Stations Employee/Contractor will report to and be supervised and directed solely by the Licensee, and when performing services for Programmer, each Stations Employee/Contractor will report to and be supervised and directed solely by Programmer, subject to Section 5(a), and each of Licensee and Programmer shall instruct the Stations Employee/Contractors accordingly.

6. Programs.

(a) Programmer shall ensure that the contents of the Programs conform in all material respects to all FCC rules, regulations and policies, any other applicable laws and the program standards and requirements of the Univision Agreement, Azteca Agreement, the Univision Network and the Azteca Network. Programmer shall consult with Licensee in the selection of the Programs to ensure that the Programs' content contains matters responsive to issues of public concern in the local market of the Stations, as those issues are made known to Programmer by the Licensee. At no time during the Term shall Programmer or its employees or agents represent, hold out, describe or portray Programmer as the licensee of the Stations. Programmer shall use commercially reasonable efforts to maintain the Stations, Websites and Magazine in the ordinary course of business. Each Licensee acknowledges that its right to broadcast the Programs is non-exclusive and that ownership of or license rights in the Programs shall be and remain vested in Programmer.

(b) Licensee shall oversee the provision of equal opportunities, lowest unit charge, and reasonable access to political candidates, and compliance with the political broadcast rules of the FCC. During the Term, Programmer shall cooperate with each Licensee as each such Licensee complies with its political broadcast responsibilities, and shall supply such information promptly to each Licensee as may be necessary to comply with the political broadcasting provisions of the FCC's rules, the Communications Act of 1934, as amended, and federal election laws (collectively, "Election Laws"). Notwithstanding the foregoing, Programmer represents, warrants, and covenants that any advertising time it sells to political candidates shall comply with the Election Laws. Programmer shall release advertising availabilities to Licensee during the Broadcasting Period as necessary to permit Licensee to comply with the Election Laws; provided,

however, that revenue received by Licensee as a result of any such release of advertising time shall promptly be remitted to Programmer.

(c) During the Term, each Licensee shall maintain music licenses with respect to its respective Station or Stations. All fees for music licenses during the Term shall be reimbursed by Programmer.

7. Expenses. Subject to Section 4, Licensee shall pay for the Stations Employee/Contractors, maintenance of all studio and transmitter equipment and all other operating costs required to be paid to maintain the Stations' broadcast operations in accordance with FCC rules and policies and applicable law, and all utilities supplied to its main studio and transmitter sites, and the costs for publication and distribution of the Magazine. Subject to Section 4, Licensee will provide all personnel necessary for the broadcast transmission of the Programs (once received at its transmitter site) and will pay the salaries, taxes, insurance and related costs for all such personnel. Programmer shall pay (i) the salaries, taxes, insurance and related costs for all personnel used in the production of the Programs and Content supplied to Licensee that are not Stations Employee/Contractors, and (ii) the costs of delivering the Programs to Licensee.

8. Call Signs, Trademarks and Domain Names. During the Term, each Licensee will retain all rights to the call letters of their respective Station(s) or any other call letters that may be assigned by the FCC for use by those Station(s), and will supervise Programmer to ensure that proper station identification announcements are made with such call letters in accordance with FCC rules and regulations. Programmer shall include in the Programs an announcement at the beginning of each hour of such Programs to identify such call letters, as well as any other announcements required by the rules and regulations of the FCC. Programmer is authorized to use the call letters of the Stations in its Programs and in any promotional material in any media used in connection with the Programs. Licensees hereby grant Programmer a license to use Licensee's trademarks and names included in the Assets (the "Marks") and the Websites in connection with the broadcast and promotion of the Programs, Magazine and Websites and the other activities contemplated by this Agreement during the Term. Programmer agrees that the nature and quality of all services rendered by it in connection with the Marks and Websites shall conform to reasonable quality standards set by and under the control of Licensees. If Licensees become aware of any fact which in their opinion indicates that Programmer is using the Marks or Websites in connection with programming that does not conform with Licensee's reasonable quality standards, Licensee may notify Programmer in writing of such facts and request that Programmer conform its use of the Marks and Websites to Licensee's reasonable quality standards. If Programmer does not conform its use of the Marks or Websites with reasonable promptness, Licensee may terminate the license granted hereby as to the Marks or Websites in question upon written notice to Programmer. Programmer agrees to cooperate with Licensee to control the nature and use of the Marks and Websites, to supply Licensee with audio tapes and uses of the Marks and Websites upon Licensee's reasonable request, and to use the Marks and Websites only in connection with its providing programming on the Stations hereunder or the Magazine. Programmer further agrees to (i) notify Licensee in writing of any legal action commenced against it which relates to the Marks, the Websites or to the quality of the Programs within 10 days of notice to Programmer of such action, and (ii) defend, indemnify and hold Licensee harmless against any claims, demands, causes of action, costs (including, but not limited to, reasonable attorneys' fees) and judgments arising out of any third party claim relating to Programmer's use of the Marks or the Websites

during the Term of this Agreement, provided that Programmer shall have no obligation to defend, indemnify or hold Licensee harmless against any claims, demands, causes of action, costs (including, but not limited to, reasonable attorneys' fees) or judgments arising out of or related to any third party claims that Programmer's use of a Mark in a manner permitted under this Agreement infringes the rights of a third party.

9. Maintenance. During the Term, subject to Programmer's obligations under Section 4 hereof, Licensee shall maintain the operating power of the Stations in accordance with the Stations' FCC authorizations and shall repair and maintain the Stations' towers and transmitter sites and equipment owned by the Licensees in good operating condition (ordinary wear and tear excepted). During the Term, subject to Programmer's obligations under Section 4 hereof, MVG shall repair and maintain the Stations' towers and transmitter sites and equipment in good operating condition (ordinary wear and tear excepted). Programmer shall provide Licensee with assistance reasonably requested by Licensee in connection with the foregoing obligation.

10. Facilities.

(a) During the Term, subject to any necessary landlord consent, MVG shall provide Programmer and Programmer's employees with access to and use of any of MVG's equipment and facilities used by the Stations, Websites and Magazine for purposes of performing this Agreement, and Programmer shall provide each Licensee and each Licensee's employees with access to and use of any of Programmer's equipment and facilities used by the Stations, Websites and Magazine for purposes of performing this Agreement and its obligations as FCC licensee of the Stations. Programmer shall have the right to use all of the properties, facilities, equipment, and services that MVG currently uses for the operation of the Stations, Websites and Magazine to the extent necessary in order for Programmer to perform under this Agreement, provided that Programmer shall be liable to MVG for any loss or damage that MVG incurs as a result of such use by Programmer. Programmer shall not relocate the studios and offices of the Stations or any Assets and shall not modify the printing facility or other operations of the Magazine during the term of this Agreement without the written consent of the Licensees, provided that this provision shall not impose upon Programmer any restriction on the locations Programmer may choose to produce the Programs for the Stations or the content for the Websites or Magazine. Programmer acknowledges that Licensees and Licensees' employees, including the Stations Employee/Contractors, may use the facilities and Assets for other business operations during the Term. During the Term, Programmer agrees to deliver the 11:00 p.m. D'Latinos program to the master control facilities for television stations KUKC-LD and WUMN-LD and consents to the rebroadcast of such program on those stations, and Programmer consents to use of the content of the Magazine in Licensees' magazine in Miami, consistent with Licensees' past practices.

(b) When on a Licensee's premises, Programmer shall not act contrary to the terms of any lease for such premises, permit to exist any lien, claim or encumbrance on the premises, or unreasonably interfere with the business and operation of such Licensee or with such Licensee's use of such premises, and shall comply in all material respects with all laws applicable to such premises. When on Programmer's premises, MVG shall not act contrary to the terms of any lease for such premises, permit to exist any lien, claim or encumbrance on the premises, or unreasonably interfere with the business and operation of Programmer's use of such premises, and shall comply in all material respects with all laws applicable to such premises.

11. Representations. Programmer and Licensee each represent and warrant to the other that (i) it has the power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, (ii) it is in good standing in the jurisdiction of its organization and is qualified to do business in the State of Florida (if such qualification is required), (iii) it has duly authorized this Agreement, and this Agreement is binding upon it, and (iv) the execution, delivery, and performance by it of this Agreement does not conflict with, result in a breach of, or constitute a default or ground for termination under any agreement to which it is a party or by which it is bound.

12. Termination.

(a) This Agreement shall terminate automatically upon the consummation of Programmer's acquisition of the Stations pursuant to the Purchase Agreement.

(b) This Agreement may be terminated by either party by sixty (60) days' written notice to the other in the event of any expiration or termination of the Purchase Agreement.

(c) This Agreement may be terminated by either party by written notice to the other party upon the occurrence of an Event of Default by such other party pursuant to Section 13 below.

(d) If this Agreement expires or is terminated for any reason other than the occurrence of the Closing under the Purchase Agreement, the parties shall cooperate in good faith to restore the status quo ante.

13. Events of Default.

(a) The occurrence of any of the following will be deemed an Event of Default by Programmer under this Agreement: (i) Programmer fails to timely make any payment required under this Agreement; (ii) Programmer fails to observe or perform any other obligation contained in this Agreement or the Purchase Agreement in any material respect; or (iii) Programmer breaches any representation or warranty made by it under this Agreement or the Purchase Agreement in any material respect.

(b) The occurrence of the following will be deemed an Event of Default by MVG under this Agreement: (i) either Licensee fails to observe or perform any obligation contained in this Agreement or the Purchase Agreement in any material respect; or (ii) either Licensee breaches any representation or warranty made by it under this Agreement or the Purchase Agreement in any material respect.

(c) Notwithstanding the foregoing, any non-monetary Event of Default shall not be deemed to have occurred until twenty (20) calendar days after the non-defaulting party shall have provided the defaulting party with written notice specifying the Event of Default and such Event of Default shall remain uncured. Upon the occurrence of an Event of Default, and in the absence of a timely cure pursuant to this Section, the non-defaulting party may terminate this Agreement, effective immediately upon written notice to the defaulting party. Failure of Licensee to broadcast the Programs due to facility maintenance, repair or modification or due to any reason

outside of Licensee's reasonable control shall not constitute an Event of Default by Licensee hereunder.

(d) Upon the occurrence of an Event of Default by Licensee, Programmer may choose to continue to operate the Stations pursuant this Agreement until the closing of the Purchase Agreement, or, if the Purchase Agreement has been terminated, for the remainder of the then-current Term. Following such an Event of Default by Licensee, Programmer's obligation to pay the Monthly LMA Fee under Section 4 of this Agreement shall be suspended until such time as Licensee cures such Event of Default.

14. Indemnification. Programmer shall indemnify and hold MVG harmless against any and all liability arising from (a) the Programs and any advertising or other content provided by Programmer or under Programmer's supervision or direction on the Stations, Websites or Magazine, including without limitation all liability for indecency, libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights or any other violation of third party rights or FCC rules or other applicable law; (b) any Event of Default by Programmer under this Agreement; or (c) Programmer's use and/or occupancy of the Stations or the Assets, including any and all claims for damages for injuries to or death of persons and for damages to property arising out of such use and/or occupancy. Programmer agrees that Programmer's foregoing indemnification obligations include indemnification for liability arising from the actions or inactions of Stations Employee/Contractors when performing services at the direction of or under the supervision of Programmer, provided that Programmer shall not be required to indemnify Licensee for the actions (or inactions) of Stations Employee/Contractors explicitly directed by a Licensee. MVG (including each of the Licensees, jointly and severally) shall indemnify and hold Programmer harmless against any and all liability arising from (a) the broadcast of a Licensee's programming on the Stations, including without limitation all liability for indecency, libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights or any other violation of third party rights or FCC rules or other applicable law or (b) any Event of Default by a Licensee under this Agreement. The obligations under this Section shall survive any termination of this Agreement.

15. Assignment. Neither party may assign this Agreement without the prior written consent of the other party hereto. The terms of this Agreement shall bind and inure to the benefit of the parties' respective successors and any permitted assigns, and no assignment shall relieve any party of any obligation or liability under this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the parties hereto and their successors and permitted assigns.

16. Severability. If any court or governmental authority holds any provision in this Agreement invalid, illegal, or unenforceable under any applicable law, then so long as no party is deprived of the benefits of this Agreement in any material respect, this Agreement shall be construed with the invalid, illegal or unenforceable provision deleted and the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby. The obligations of the parties under this Agreement are subject to the rules, regulations

and policies of the FCC and all other applicable laws. The parties agree that each Licensee may file a copy of this Agreement with the FCC.

17. Notices. Notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally, by facsimile (with confirmation of transmission), by email (with confirmation of receipt) or sent by a nationally recognized overnight courier service, such as Federal Express, to the parties at the following addresses (or at such other address for a party as shall be specified by like notice made pursuant to this Section):

if to Licensee, then to:

Media Vista Group, LLC
26101 S. Tamiami Trail
Bonita Springs, FL 34134
Attention: Orlando Rosales
Email: orlando@mediavista.tv

with a copy (which shall not constitute notice) to:

Lerman Senter PLLC
2001 L Street NW, Suite 400
Washington, DC 20036
Attention: Erin E. Kim
Email: ekim@lermansenter.com

if to Programmer, then to:

Sun Broadcasting, Inc.
2824 Palm Beach Blvd.
Fort Myers, FL 33916
Attention: Jim Schwartzel
jim.schwartzel@sbroadcast.com

with a copy (which shall not constitute notice) to:

Cooley LLP
1299 Pennsylvania Avenue, NW, Suite 700
Washington, DC 20004
Attention: Jason Rademacher
Email: JRademacher@cooley.com

18. Miscellaneous. This Agreement may be executed in separate counterparts, each of which will be deemed an original and all of which together will constitute one and the same agreement. No amendment or waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of such amendment, waiver, or consent is sought. This Agreement is not intended to be, and shall not be construed as, an agreement to form a partnership, agency relationship, or joint venture between the parties. Neither party shall be authorized to act as an agent of or otherwise to represent the other party. The construction and performance of this Agreement shall be governed by the laws of the State of Florida without giving effect to the choice of law provisions thereof. This Agreement (including the Schedules hereto) constitutes the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

19. Certifications. Licensee certifies that it maintains ultimate control over the Stations' facilities including, specifically, control over the Stations' finances, personnel and programming. Programmer certifies that this Agreement complies with the provisions of 47 C.F.R. Sections 73.3555(b), (c), and (e).

20. Programmer's Compliance with Law. Programmer represents, warrants, and covenants that, throughout the Term, Programmer shall comply in all material respects with all laws, rules, regulations and policies applicable to the functions performed by it in connection with the Stations, including (a) meeting equal employment opportunity requirements with respect to Programmer's employees performing duties in connection with the Stations, (b) not discriminating on the basis of race or ethnicity in the sale of advertising time on the Stations, (c) including nondiscrimination clauses in contracts for the sale of advertising time on the Stations, (d) broadcasting at least three hours per week of educational/informational children's programming on each digital program stream, which programming shall meet the requirements of 47 C.F.R. Section 73.671, to the extent applicable, (e) ensuring that children's programming satisfies the applicable requirements of 47 C.F.R. Section 73.670, and (f) ensuring that all Programs and advertising content provided or sold by Programmer complies with the FCC's rules, the Communications Act of 1934, as amended, and other applicable law.


[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO LOCAL PROGRAMMING AND MARKETING AGREEMENT

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first set forth above.

LICENSEES:

MEDIA VISTA GROUP, LLC

By: 
Name: Orlando Rosales
Title: CEO

MEDIA VISTA SW FLORIDA, LLC

By: Media Vista Group, LLC
its sole member

By: 
Name: Orlando Rosales
Title: CEO

PROGRAMMER:

SUN BROADCASTING, INC.

By: _____
Name: James Schwartzel
Title: President

SIGNATURE PAGE TO LOCAL PROGRAMMING AND MARKETING AGREEMENT

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first set forth above.

LICENSEES:

MEDIA VISTA GROUP, LLC

By: _____
Name: Orlando Rosales
Title: CEO

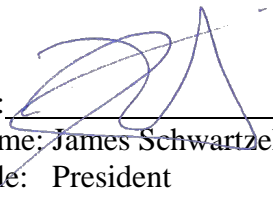
MEDIA VISTA SW FLORIDA, LLC

By: Media Vista Group, LLC
its sole member

By: _____
Name: Orlando Rosales
Title: CEO

PROGRAMMER:

SUN BROADCASTING, INC.

By:  _____
Name: James Schwartzel
Title: President