

**EXHIBIT 10**

FCC Form 314

WLIW(TV), Garden City, New York

Section III, Question 3

September 20, 2001

**AGREEMENT FOR SALE OF STATION**

The agreement contains a non-competition covenant that applies only to the current General Manager of WLIW, whom the assignee will employ, and not to any other persons. The covenant's restrictions are applicable only (a) while the executive in question is employed by the assignee, and (b) during any period following termination of his employment with the assignee in which he is entitled to receive continued payment of base salary, a maximum of three years. Thus, once it is triggered by termination of employment, the covenant is not overly restrictive since its duration does not extend beyond the length of a full license term, and since the executive continues to receive his base salary while it is in effect.

The non-competition covenant covers the New York metropolitan television market, rather than the Grade B contour of the station to be assigned. The assignee believes that the covenant's geographic scope complies fully with the Commission's policies and precedents. *See, e.g., James U. Steele*, 4 FCC Rcd 4700, 4703 (1989) (approving covenant not to compete extending 25 miles); *Community Broadcasting of Coastal Bend, Inc.*, 4 FCC Rcd 3619, 3621 (Video Services Div. 1989) (finding non-compete covenant covering television station's entire ADI to be reasonably limited).

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