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## INTERIM OPERATING AGREEMENT

Interim Operating Agreement ("Agreement") dated as of March 11, 1996 by and between US Broadcaster Group, LLC, a Delaware limited liability corporation ("US"), and Evergreen License Corp., a Delaware corporation ("Evergreen" or "Licensee").

WHEREAS, Evergreen is the licensee of television station WATM-TV, Altoona, Pennsylvania ("Station"); and

WHEREAS, the parties have entered into an Asset Purchase Agreement for the sale and assignment of the FCC licenses of the Station and television station WWCP-TV, Johnstown, Pennsylvania ("WWCP-TV"), including television translator stations W57AH and W57BM which currently rebroadcast the signal of the Station (the "Translators"), to US (the "Asset Purchase Agreement"); and

WHEREAS, the parties have consummated the sale of WWCP-TV, but are unable to concurrently consummate the sale of the Station, and Licensee desires to obtain programming for the Station from US pursuant to the provisions hereof and pursuant to the applicable regulations of the Federal Communications Commission (the "FCC"); and

WHEREAS, Licensee, while maintaining control over the Station's finances, personnel matters and programming, desires to accept and transmit programming supplied by US on the Station.

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

### WITNESSETH:

1. Facilities. (a) Effective as of the date hereof (the "Effective Date"), and subject to the provisions of Paragraphs 1(b) and 1(c), Licensee agrees to broadcast on the Station, or cause to be broadcast on the Station, during times when Network Programs and Licensee Programs are not broadcast, programming provided by US which may include syndicated programs, barter programs, paid-for programs, locally produced programs, and advertising, with all such programming and advertising provided by US hereafter referred to as "US Programs". US may produce, originate or transmit for broadcast the US Programs from the Station's studio or from other facilities owned by US. If Programs are originated from US' own facilities it shall bear the expense of delivering such Programs to the Station's studio or transmitter for broadcast.

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(b) Licensee will retain responsibility for broadcasting all ABC network programming which Licensee accepts consistent with Licensee's past practice, including advertising and promotional announcements during such programming provided by the network but excluding all other advertising during such programming, including local and spot advertising (hereafter "Network Programs"). Licensee shall also retain responsibility for ascertaining the needs and interests of its community of license and service area, and shall have the right and obligation to broadcast such programming as it determines appropriate to respond to such ascertained issues of community concern, including children's programs (hereafter "Licensee Programs"). The Licensee Programs shall be broadcast at times agreed to by US and Licensee, provided, however, that in the absence of such agreement Licensee will have the right to delete or preempt in Licensee's sole discretion any US Programs for the purpose of transmitting such Licensee Programs.

(c) Licensee may preempt or delete any US Programs which Licensee believes are unsatisfactory, unsuitable or contrary to the public interest, or to substitute programming which, in Licensee's good faith judgment, is of greater local or national importance or interest.

2. Payments. US hereby agrees to pay to Licensee the following amounts in the manner indicated for the broadcast of the US Programs. Beginning on the last day of the first calendar month following the Effective Date and on the last day of each month thereafter during the term hereof, the sum of Four Thousand Dollars (\$4,000.00) plus the Licensee Operating Expenses as set forth in Paragraph 9 of this Agreement, provided, however, that the first and last months payments shall be adjusted to reflect partial months, if applicable.

3. Term. The term of this Agreement shall end on the earlier of the following: (i) May 21, 1997/ or (ii) the date of consummation of the sale of the Station to US or to a third party as permitted under the Asset Purchase Agreement.

4. Programs. US shall furnish or cause to be furnished the artistic personnel and material to produce and broadcast the US Programs, and all US Programs shall be in good taste and in accordance with requirements of the Communications Act of 1934, as amended (the "Act") and the rules, regulations and policies of the FCC. All advertising spots and promotional material or announcements shall comply with all applicable federal, state and local regulations and policies.

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5. Station Equipment. Licensee shall make available to US for no additional consideration the areas in the Station's main studio as may be reasonably necessary or appropriate for US to exercise its rights and perform its obligations under this Agreement. Licensee and US shall also make available to each other equipment currently used or useful in the operation of the Station as may, be required for the production and broadcast of the US Programs and the Licensee Programs. US shall have the right to purchase or install additional equipment for use at the Station which US believes appropriate to enable or assist in the production and broadcast of the Network, Licensee and/or US Program. Licensee shall cooperate with US in permitting the installation of such equipment, which installation shall be at US' sole expense. In the event this Agreement terminates for any reason other than the consummation of the sale of the Station as contemplated in Asset Purchase Agreement, then US shall have the right to remove from the Station, at US' sole expense, any equipment it has installed provided that the removal of such equipment shall not disrupt the normal operations of the Station, and the Station shall be returned to its condition prior to this Agreement, normal wear and tear excepted.

6. New Technologies. The parties agree that any future FCC frequency allocations associated with the operation of the Station, or any additional uses of the Station's frequency authorized by the FCC (or any government agency or entity succeeding to the FCC's authority), including but not exclusively the transmission of advanced television, high definition, or digital broadcasts, are included under the provisions of this Agreement. Licensee agrees to apply for any additional FCC authorization, or authorization from such other government agency or entity which may be necessary in order to make use of any future frequency allocations or additional uses of the Station's frequency as provided herein. US agrees to reimburse Licensee for its reasonable expenses incurred in carrying out its obligations under this Paragraph, including attorney's and engineering fees and expenses.

7. Handling of Public Comments. US shall promptly advise Licensee of any public or FCC complaint or inquiry that US has received concerning programming on the Station.

8. Programming and Operations Standards. US agrees to comply with the Act and the FCC's rules, regulations and policies in providing the US Programs and in its operations. US further agrees that if, in the sole judgment of Licensee or Licensee's General Manager of the Station, US does not comply with said standards, Licensee may suspend or cancel any US Program not in compliance.

9. Operating Expenses. Licensee will be responsible for paying all the expenses incurred related to its operation of the Station (the "Licensee Operating Expenses"). US will be responsible for paying the costs of purchasing, producing and broadcasting the US Programs and for the expenses incurred in the sale of advertising time as described in

Paragraph 10 hereof. Pursuant to Paragraph 2, US shall reimburse Licensee for an amount equal to the Licensee Operating Expenses less any network compensation Licensee receives for broadcasting the Network Programs and the amount paid by Licensee for the lease or rental of real property or equipment. US shall pay the amount to be reimbursed by the last day of each calendar month, provided that Licensee shall, no later than the 10th day of that month, deliver to US by hand or First Class mail, an itemized list of such Licensee Operating Expenses, network compensation received by Licensee and lease payments made. If the itemized list of Licensee Operating Expenses, network compensation and lease payments is delivered after the 10th day of any month, then US shall render the reimbursement payment for that month within twenty (20) days after its receipt of the itemized list. Upon request by US, Licensee will provide US with documentation adequate to demonstrate that Licensee is current in its payment to all of its creditors whose services are used in connection with the operation of the Station.

10. Sale of Advertising Time. US is permitted to sell all local and spot advertising for the Network Programs and all advertising included as part of the US Programs, and may sell such advertising in combination with the sale of advertising on other stations which it may own in the Johnstown-Altoona market. US will retain all revenues from the sale of such advertising. Licensee is permitted to sell advertising for broadcast only during the Licensee Programs, and will retain all revenues from the sale of such advertising. US is responsible for paying income taxes on the time it sells on the Station.

11. Operation of Station. Notwithstanding anything to the contrary in this Agreement, Licensee shall have full authority and power over the operation of the Station during the period of this Agreement. Licensee shall retain control in its absolute discretion over the policies, programming and operations of the Station, including, without limitation, the right to decide whether to accept or reject any programming or advertisements, the right to preempt or delay or delete any US Programs which Licensee reasonably believes to be unsatisfactory, unsuitable or contrary to the public interest or in order to broadcast a program deemed by Licensee to be of greater national, regional, or local interest, and the right to take any other actions necessary for compliance with the laws of the United States, the Commonwealth of Pennsylvania, and the rules, regulations, and policies of the FCC. Licensee shall at all times be solely responsible for meeting all of the FCC's requirements with respect to public service programming, maintaining a main studio, maintaining the political and public inspection files, and preparing the Station's logs and issues/programs lists. US shall, upon request by Licensee, provide Licensee with information with respect to such of the US Programs which are responsive to the problems, needs and interest of the community or which contain educational and informational programming for children, so as to assist Licensee in the preparation of required programming reports and will provide, upon request, other information to enable Licensee to prepare other records, reports and logs required by the FCC or other local, state or federal governmental agencies.

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12. Personnel. US shall employ and be responsible for the salaries, taxes, insurance and related costs for all personnel used in the production of the US Programs and for the personnel used in the sale of advertising time included within the US Programs pursuant to Paragraph 10. Licensee shall employ and provide the Station Manager and designated Board Operator of the Station, who shall report to and be accountable solely to Licensee and who shall be ultimately responsible for the day-to-day operation of the Station. Licensee shall, after consultation with US, also employ such personnel as it deems necessary to comply with FCC rules and record keeping, to ensure that the technical operations of the station are consistent with the Station's license and FCC rules, and to provide managerial and staff support for the Station's main studio. Subject to Paragraph 9, Licensee shall be responsible for the salaries, taxes, insurance and related costs for all Station personnel under its employ. Employees of US shall conduct themselves in a professional manner and while on the Station's premises shall be subject to the supervision of Licensee's General Manager.

13. Special Events. Licensee reserves the right in its discretion, and without liability, to preempt, delay or delete any of the US Programs and to substitute programming which in Licensee's judgment, is of greater local or national importance. In all such cases, Licensee will use its best efforts to give US reasonable notice of its intention to preempt US' Programs. In the event of such preemption for more than two (2) hours in any given week then the payment US is to make to Licensee for that month shall be reduced by a percentage equal to the number of hours so preempted divided by the total number of hours of US Programs broadcast during that week.

14. Force Majeure. Any failure or impairment of facilities or any delay or interruption in broadcasting US Programs, or failure at any time to furnish facilities, in whole or in part, for broadcasting, due to acts of God, strikes or threats thereof or force majeure or due to causes beyond the control of Licensee, shall not constitute a breach of this Agreement and Licensee will not be liable to US, provided however, Licensee shall take all reasonable steps to restore normal Station operations at the earliest time possible.

15. Right to Use the Programs. The right to use the US Programs and to authorize their use in any manner and in any media whatsoever, shall be and remain vested in US.

16. Payola. US agrees that it will not accept any compensation of any kind or gift or gratuity of any kind whatsoever, regardless of its value or form, including, but not limited to, a commission, discount, bonus, materials, supplies or other merchandise, services or labor, whether or not pursuant to written contracts or agreements between US and merchants or advertisers, unless the payer is identified in the program as having paid for or furnished such consideration in accordance with FCC requirements. US agrees

annually to execute and provide Licensee with a Payola Affidavit, substantially in the form which is provided as Attachment I hereto.

17. Compliance with Law. US agrees that throughout the term of this Agreement US will comply with all laws and regulations applicable in the conduct of Licensee's business. Licensee will comply with all applicable FCC rules, regulations and policies, including, but not limited to, political advertisements, sponsorship identification, lottery and contest rules, and other local, state and federal laws, rules, and regulations. Licensee will file a copy of this Agreement with the FCC and place a copy in the Station's public file, as required under FCC's rules or policies.

18. Indemnification. (a) Scope. Each party shall forever protect, save, defend and keep the other party harmless and indemnify said other party against and from any and all claims, demands, losses, costs, damages, suits, judgments, penalties, expenses and liabilities of any kind or nature whatsoever arising directly or indirectly out of the acts, omissions, negligence or willful misconduct of said party, its employees or agents in connection with the performance of this Agreement. However, US shall not be liable for nor responsible to indemnify Licensee for the following: (i) damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission caused by the negligence or acts or omissions of Licensee or its employees, contractors or agents; or (ii) damages arising out of the failure of equipment not provided by US or not under its control. Neither Licensee nor US shall be liable or responsible to indemnify the other for damages caused by acts of God, sabotage, vandalism, or negligence or acts or omissions of any third party not acting as an agent or representative of Licensee or US.

(b) Procedure. Where indemnification is sought by a party (the "Claiming Party"), (a) the Claiming Party shall notify the other party (the "Indemnifying Party") promptly of any claim or litigation or threatened claim to which the indemnification relates, (b) upon the Indemnifying Party's written acknowledgment of its obligation to indemnify in such instance, in form and substance satisfactory to the Claiming Party, the Claiming Party shall afford the Indemnifying Party the opportunity to participate in and, at the option of the Indemnifying Party, control, compromise, settle, defend or otherwise resolve the claim or litigation (and the Claiming Party shall not effect any such compromise or settlement without the prior written consent of the Indemnifying Party) and (c) the Claiming Party shall cooperate with the reasonable requests of the Indemnifying Party in its above-described participation in any compromise, settlement, defense or resolution or litigation.

19. Termination Options. This Agreement may be terminated only under the following circumstances:

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(a) Sale of Station. This Agreement shall terminate on the date that the Station is sold and the Station's license assigned to US or to a third party as permitted under the Asset Purchase Agreement.

(b) FCC Action. Subject to the provisions of Paragraph 20(c) hereof, if Licensee is required by the FCC to terminate this Agreement pursuant to an FCC order which has become Final (as that term is defined in the Asset Purchase Agreement), Licensee shall or, if the FCC requires that this Agreement be terminated before its order becomes Final and this Agreement cannot be revised to comply with FCC requirements as contemplated by Paragraph 20(c) hereof, Licensee may, upon at least sixty (60) days written notice to US (or such shorter period as may be required by the FCC) terminate this Agreement.

(c) Obligations Upon Termination. In the event of termination of this Agreement without the consummation of the sale of the Station as contemplated in the Asset Purchase Agreement, US shall pay to Licensee any reimbursable Licensee Operating Expenses due but unpaid as of the date of termination unless prohibited by the FCC, and Licensee shall reasonably cooperate with US to the extent permitted to enable US to fulfill advertising or other programming contracts then outstanding, in which event Licensee shall receive as compensation for the carriage of such advertising or programming subsequent to the termination of this Agreement the amounts which otherwise would have been paid to US thereunder.

20. Representations and Warranties. Each of the parties hereto represents and warrants to the other the following:

(a) Organization and Authority. Licensee holds the FCC licenses for the Station, and Licensee is legally qualified, empowered, and able to carry out all of the transactions contemplated hereby. US has or will have the authority to broadcast on the Station the US Programs, and US is legally qualified, empowered, and able to carry out all of the transactions contemplated hereby. All corporate actions necessary to be taken by or on the part of US and Licensee in connection with the transactions contemplated by this Agreement have been duly and validly taken, and this Agreement has been duly and validly authorized, executed, and delivered by US and Licensee, and constitutes the legal, valid and binding obligation of the parties, enforceable in accordance with and subject to its terms.

(b) Compliance with Law. Licensee will comply with all laws, rules and regulations, including those of the FCC, governing the business, ownership, and operation of the Station. All attendant contracts and undertakings, as well as the carrying out of the provisions of this Agreement, will not result in any violation or be in conflict with any judgment, decree, order, statute, rule or regulation of any governmental authority applicable to Licensee or US.

(c) Authorizations. (i) Licensee owns and holds all licenses and other permits and authorizations necessary for the operation of the Station (including licenses, permits and authorizations issued by the FCC), and such licenses, permits and authorizations will be unimpaired by any acts or omissions of Licensee, its principals, employees or agents. There is not now pending or, to Licensee's best knowledge, threatened, any action by the FCC or other party to revoke, cancel, suspend, terminate, modify adversely, refuse to renew, or refuse to extend any of such licenses, permits or authorizations and, to Licensee's best knowledge, no event has occurred that allows or, after notice or lapse of time or both, would allow, the revocation or termination of such licenses, permits or authorizations or the imposition of any restriction thereof of such a nature that it may limit the operation of the Station. Licensee is not in material violation of the Act or any applicable statute, ordinance, local or foreign governmental agency, court or authority having jurisdiction over it or over any part of its operation or assets, which default or violation would have a material adverse effect on the Station, Licensee, or its assets, or on Licensee's ability to perform this Agreement.

(ii) In the event the FCC issues an order or decision finding that this Agreement is not consistent with the FCC rules, regulations or policies, or which requires or may require termination of this Agreement pursuant to Paragraph 19(b), then prior to such order or decision becoming Final and any permitted or required termination of this Agreement, the parties shall use their best efforts to reform the Agreement to satisfy the FCC's concerns and request reconsideration or review of the FCC's order or decision so that termination of this Agreement is no longer required or permitted under Paragraph 19(b).

(d) Litigation and Claims. No litigation, proceeding, complaint, investigation or controversy is pending by or before any court or regulatory agency or to the knowledge of the parties is threatened that is material to this transaction, and there is no basis known for any such litigation, proceeding, controversy or claim.

(e) Music Licenses. Licensee and US represent that, as of the Effective Date, they will each secure any music licenses from performers' rights organizations including, but not limited to, ASCAP, BMI, and SESAC, that are necessary for the legal operation of the Station as contemplated by this Agreement and that they will maintain their respective licenses in good standing.

(f) Translatory. Licensee warrants that to the extent it is the licensee of the Translators it will take all commercially reasonable actions necessary to enable the Translators to continue to rebroadcast the Station's signal during the term of this Agreement. Licensee further represents and warrants that it will take no action that



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27. Notices. Any notice required hereunder shall be in writing and any payment, notice or other communications shall be deemed given when delivered personally, or if mailed by certified mail with return receipt requested, then three days after mailing, or if by Federal Express, postage prepaid, then the next business day, and addressed as follows:

If to Licensee:

Evergreen License Corp.  
c/o Smith Broadcasting Group, Inc.  
3839 4th Street North--Suite 420  
St. Petersburg, Florida 33703  
Attn: Mr. David A. Fitz

With a copy which shall not constitute notice to:

William S. Reyner, Jr., Esquire  
Hogan & Hartson, L.L.P.  
555 13th Street, N.W.  
Washington, D.C. 20004-1109

If to US :

Mr. Ray Schonbak  
US Broadcast Group, LLC  
158 Sherman Road  
Wakefield, RI 0152

With a copy which shall not constitute notice to:

Peter Samuels, Esquire  
Proskauer, Rose, Goetz & Mendelsohn  
1585 Broadway  
New York, NY 10036

and to:

Richard R. Zaragoza, Esq.  
Fisher Wayland Cooper Leader  
& Zaragoza, L.L.P.  
2001 Pennsylvania Avenue, N.W.  
Suite 400  
Washington, D.C. 20006-1851

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28. Entire Agreement. This Agreement embodies the entire agreement between the parties and there are no other agreements, representations, warranties, or understandings, oral or written, between them with respect to the subject matter hereof. No alteration, modification or change of this Agreement shall be valid unless by like written instrument.

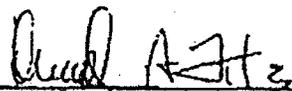
29. Savings Clause. If any provision of this Agreement is held to be illegal, invalid or unenforceable, such provision shall be fully severable, and in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible which is legal, valid and enforceable. This Agreement shall then be construed and enforced as so modified.

30. No Partnership or Joint Venture Created. Nothing in this Agreement shall be construed to make Licensee and US, partners or joint venturers of the other. Neither Licensee nor US shall have the right to bind the other to transact any business in the other's name or on its behalf, in any form or manner or to make any promises or representations on behalf of the other.

31. Arbitration. Any controversy or claim arising out of or relating to this Agreement, including any issue regarding whether a controversy or claim is subject to arbitration, shall be settled by arbitration in the State of Pennsylvania, in accordance with the rules of the American Arbitration Association, and arbitration shall be the exclusive means of settling any such controversies and claims. Any award rendered in such arbitration shall be final and binding upon the parties and judgment upon such award may be entered in any court having jurisdiction thereof.

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

Evergreen License Corp.

By:   
David A. Fitz, Vice President

US Broadcast Group, LLC

By:   
Ray Schonbak, President

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### JOINT AND SEVERAL OBLIGATION

To induce US to enter this Agreement, Evergreen Broadcasting Corp. hereby agrees that it shall be jointly and severally liable for the obligations of Evergreen License Corp. under this Agreement.

Dated: March 11, 1996

EVERGREEN BROADCASTING CORP.

By:

  
David A. Fitz, Vice President

INTERIM OPERATING AGREEMENT

ATTACHMENT I  
AFFIDAVIT RE PAYOLA

Commonwealth of Pennsylvania

County of \_\_\_\_\_

ANTI-PAYOLA/PLUGOLA AFFIDAVIT

\_\_\_\_\_ being first duly sworn, deposes and says as follows:

1. He is \_\_\_\_\_ for US Broadcast Group, LLC.  
Position
2. No matter has been broadcast by Station WATM-TV for which service, money or other valuable consideration has been directly or indirectly paid, or promised to, or charged, or accepted, by me from any person, which matter at the time so broadcast has not been announced or otherwise indicated as paid for or furnished by such person.
3. So far as I am aware, no matter has been provided for broadcast by Station WATM-TV for which service, money, or other valuable consideration has been directly or indirectly paid, or promised to, or charged, or accepted by Station WATM-TV or by any independent contractor engaged by US in furnishing programs, from any person, which matter at the time so broadcast has not been announced or otherwise indicated as paid for or furnished by such person.
4. In the future, I will not pay, promise to pay, request, or receive any service, money, or any other valuable consideration, direct or indirect, from a third party, in exchange for the influencing of, or the attempt to influence, the preparation or presentation of broadcast matter on Station WATM-TV.
5. Nothing contained herein is intended to, or shall prohibit acceptance or receipt of anything with the express knowledge and approval by Licensee, but henceforth any such approval must be given in writing by someone expressly authorized to give such approval.

6. Except as reflected in Paragraph 7, neither myself, nor my spouse or our immediate families have any present direct or indirect ownership interest in any entity engaged in the following business or activities, (other than an investment in a corporation whose stock is publicly held), serves as an officer or director of, whether with or without compensation, or serves as an employee of, any person, firm or corporation engaged in:
- a. The publishing of music;
  - b. The production, distribution (including wholesale and retail sales outlet), manufacture or exploitation of music, films, tapes, recordings or electrical transcriptions of any program material intended for radio broadcast use;
  - c. The exploitation, promotion, or management of persons rendering artistic, production and/or other services in the entertainment field;
  - d. The wholesale or retail sale of records intended for public purchase;
  - e. Advertising on Station WATM-TV, or any other station owned by its licensee (excluding nominal stockholdings in publicly owned companies).
7. The facts and circumstances relating to such interest are as follows: [FILL IN RELEVANT INFORMATION FOR AFFIANT]

\_\_\_\_\_  
Affiant

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**EXECUTION COPY**

**AMENDMENT TO  
INTERIM OPERATING AGREEMENT**

**THIS AMENDMENT TO INTERIM OPERATING AGREEMENT** ("Amendment") is entered into as of this 1st day of November, 1996, by and between **US BROADCAST GROUP, L.L.C.**, a Delaware limited liability company ("US"), and **EVERGREEN LICENSE CORP.**, a Delaware corporation ("Licensee").

**WHEREAS**, Licensee is the licensee of Television Station WATM-TV, Altoona, Pennsylvania (the "Station");

**WHEREAS**, US and Licensee are parties to that certain Interim Operating Agreement dated as of March 21, 1996 (the "Operating Agreement"), whereby Licensee has agreed to accept and transmit programming supplied by US on the Station in accordance with the terms set forth in the Operating Agreement;

**WHEREAS**, the parties hereto desire to amend certain provisions of the Operating Agreement, as more fully set forth below; and

**WHEREAS**, all capitalized terms used herein shall have the meanings set forth in the Asset Purchase Agreement dated as of July 31, 1995 between Evergreen Broadcasting Corp. ("Broadcasting") and US unless otherwise defined herein.

**NOW THEREFORE**, in consideration of the foregoing, and of the covenants and agreements hereinafter set forth, the parties hereto hereby agree as follows:

- 1. Extension of Term.** Licensee hereby amends Section 8 of the Operating Agreement to extend the term of the Operating Agreement through May 21, 2006. Such term, as extended hereby, hereinafter shall be referred to as the "Term". The Term shall continue through May 21, 2006 even if the FCC denies the application for the assignment of the license for the Station US currently has pending before the FCC. In addition, the term of the Lease between US and Licensee dated March 11, 1996 shall be extended to be the same as the Term set forth herein. Section 9 of the Operating Agreement is further amended by deletion of subsection (a) of such Section 8. Notwithstanding the foregoing, in the event that US fails to satisfy the conditions set forth in Section 9 hereof by 5 p.m. on November 18, 1996, the amendments to Section 8 set forth above shall be null and void, and the Term automatically shall terminate on May 21, 1997. The Operating Agreement shall terminate in accordance with the terms hereof.

2. **Additional Consideration.** In addition to (and not in substitution for) the amounts payable to Licensees under the Operating Agreement, including, without limitation, the amounts payable to Licensees under Sections 2 and 9 thereof, US shall pay to Licensees the additional amount of One Hundred Thousand Dollars (\$100,000) per year during the Term (the "Additional Operating Fee") commencing May 22, 1997. The Additional Operating Fee shall be paid in consecutive monthly installments of Eight Thousand Three Hundred Thirty Three and 88/100 Dollars (\$8,333.88) each, on the twenty-second day of each month during the remainder of the Term through April 22, 2008, commencing on May 22, 1997.

3. **Conditions to Amendment.** The extension of the Term as set forth in Section 1 hereof is subject to the satisfaction by US of each of the following conditions on or before 5 p.m. on November 18, 1998.

3(a) US shall deliver to Broadcasting: (i) an amount equal to \$861,025.29, which amount represents the sum of (A) all proceeds in the amount of \$880,682.85 collected by US during the period commencing on the WWCP-TV Closing Date and continuing through the close of business immediately preceding the date hereof (the "Collection Period") in respect of the Accounts Receivable (net of agency commissions) plus (B) the net amount owing to Broadcasting with respect to prorrations under Section 14 of the Purchase Agreement in the amount of \$80,892.44; (ii) the Accounts Receivable which have not been collected by US during the Collection Period together with a complete statement of each such Account Receivable, showing the name of the account debtor and the amount and age thereof; (iii) copies of all books and records relating to the Accounts Receivable and US' collection thereof; and (iv) the statement regarding prorrations in support of the net amount reflected in clause (B) above due from US to Broadcasting as a result thereof in accordance with Section 14 of the Purchase Agreement. The payment by US under this Section 3(a) shall be made by wire transfer of federal funds in accordance with wiring instructions to be provided by Broadcasting.

3(b) US shall send sufficient notice to the Deposit Escrow Agent instructing the Deposit Escrow Agent to release the Deposit (including all interest accrued thereon) to Broadcasting, less the sum of Fifty Thousand Dollars (\$50,000) which the Deposit Escrow Agent shall be instructed to deliver to US. The amounts released to Broadcasting and US, as the case may be, under this Section 3(b) shall be by wire transfer of immediately available funds in accordance with the terms of the Deposit Escrow Agreement.

4. **Early Termination or Acquisition of the Station.** Notwithstanding anything to the contrary in the Operating Agreement (including Section 19(a) thereof), (a) US shall be entitled to terminate the Operating Agreement, as amended hereby, or US or its assignee shall be entitled to acquire the Station in accordance with the Purchase Agreement, if the WATM-TV Closing is

consummated on or before December 31, 1997 and provided that US pays to Licensee on the WATM-TV Closing Date (i) a termination fee in the amount of Two Hundred Thousand Dollars (\$200,000) (the "Early Termination Fee") and (ii) the Additional Operating Fee due and payable hereunder through the WATM-TV Closing Date; and (b) in the event that the WATM-TV Closing is not consummated on or before December 31, 1997 or US fails to pay the Early Termination Fee or the Additional Operating Fee through the date of such termination or acquisition, US may terminate the Operating Agreement, as amended hereby, or US or its assignee may acquire the Station in accordance with the Purchase Agreement, only if US prepays to Licensee on the date of such proposed termination or acquisition the amount of the Additional Operating Fee remaining due and payable hereunder for the full Term of the Operating Agreement, which amount shall be discounted to present value as of the date of such prepayment using a discount rate of eleven percent (11%) (the "Later Termination Fee").

5. Breach of Operating Agreement. In the event that (i) US breaches the Operating Agreement in any material respect and such breach continues for a period of ten (10) days following written notice thereof to US by Licensee or (ii) US fails to pay when due any amounts owing to Licensee or Broadcasting under Sections 2 or 9 of the Operating Agreement or under Section 2 hereof, and such default continues for a period of three (3) days following written notice thereof to US by Licensee, Licensee shall be entitled, without any requirement to give any further notice to US, to exercise all remedies available to Licensee at law or in equity, and Licensee also shall have the right to terminate the Operating Agreement, retain the Licensee, and Licensee shall have no obligation to transfer the Licensee to US or any assignee of US. Notwithstanding the foregoing, if a monetary default occurs under clause (ii) of this Section 5 on more than two occasions, thereafter, US shall not be entitled to any cure period for monetary defaults, and Licensee shall be entitled to exercise its remedies as set forth above without any obligation to give US notice or an opportunity to cure.

6. Assignee of US. Any proposed assignment to an assignee by US the rights and obligations of US under the Purchase Agreement with respect to the acquisition of the Station shall not be effective unless (i) with respect to any such proposed assignment prior to December 31, 1997, US shall pay to Licensee on or before the date of such assignment (A) the Early Termination Fee, (B) the amount of the Additional Operating Fee remaining due and payable hereunder through the date of such assignment, and (C) any amounts due under Sections 2 and 9 of the Operating Agreement through the date of such assignment, and (ii) with respect to any such proposed assignment after December 31, 1997, US shall pay to Licensee on or before the date of such assignment the Later Termination Fee due and payable as contemplated by Section 4 hereof and any amounts due under Sections 2 and 9 of the Operating Agreement through the date of such assignment. Upon any such valid assignment of the rights and obligations of US under the Purchase

Agreement, the Operating Agreement, as amended hereby, shall remain in full force and effect in accordance with the terms thereof.

7. Accounts Receivable Received After Settlement. In accordance with Section 13(a) of the Purchase Agreement, US shall immediately remit to Broadcasting any proceeds from the Accounts Receivable received by US after the expiration of the Collection Period.

8. Network Compensation. The parties agree that in the event that network compensation received by Licensee with respect to the Station exceeds amounts due to Licensee under the Operating Agreement, any such excess amount shall be remitted by Licensee to US.

9. Representations.

9(a) Representations by US. US represents to Licensee and Broadcasting as follows: (i) US has the limited liability company power and authority to enter into and perform the terms of this Amendment, (ii) the execution, delivery and performance of this Amendment by US have been duly and validly authorized by all necessary actions of US (none of which actions has been modified or rescinded and all of which actions are in full force and effect), (iii) this Amendment constitutes a valid and binding agreement and obligation of US, enforceable in accordance with its respective terms, (iv) the amount of \$830,832.85 set forth in Section 8(a)(i)(A) hereof reflects the total amount of all proceeds and other amounts collected by US during the Collection Period in respect of the Accounts Receivable (net of agency commissions), and (v) the amount of \$30,892.44 set forth in Section 8(a)(i)(B) hereof reflects the accurate net amount owing to Broadcasting under Section 14 of the Purchase Agreement with respect to the provisions.

9(b) Licensee's Representations. Licensee represents to US as follows: (i) Licensee has the corporate power and authority to enter into and perform the terms of this Amendment, (ii) the execution, delivery and performance of this Amendment by Licensee have been duly and validly authorized by all necessary actions of Licensee (none of which actions has been modified or rescinded and all of which actions are in full force and effect), and (iii) this Amendment constitutes a valid and binding agreement and obligation of Licensee, enforceable in accordance with its respective terms.

10. Survival of Operating Agreement. Except as amended by this Amendment, all of the terms and conditions of the Operating Agreement are unmodified and shall continue in full force and effect and shall be binding upon the parties hereto and their respective assigns in accordance with the terms thereof.

**11. Books and Records.** For a period of seventy-five (75) days from the date hereof, (a) US shall give Licensee's representatives full and complete access, during normal business hours, to its books and records relating to the Accounts Receivable and the proration contemplated by Section 14 of the Purchase Agreement in order to permit Licensee to review and verify US' calculations with respect thereto as represented by US in Section 8(a) hereof and (b) Licensee shall give the representatives of US full and complete access, during normal business hours, to its books and records relating to the proration contemplated by Section 14 of the Purchase Agreement in order to permit US to review and verify Licensee's calculations with respect thereto, which were used by US to calculate the net amount owing to Broadcasting as set forth in Section 8(a)(1)(B) hereof. US and Licensee each agree to cooperate with the representatives of the other in performing such review and verification.

**12. Binding on Successors and Assigns.** This Amendment shall be binding upon and inure to the benefit of Licensee and US and their respective successors and assigns as permitted under the Operating Agreement.

**13. Execution in Counterparts.** To facilitate execution, this Amendment may be executed in as many counterparts as may be required; and it shall not be necessary that the signatures of, or on behalf of, each party, or that the signatures of all persons required to bind any party, appear on each counterpart; but it shall be sufficient that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind any party, appear on one or more of the counterparts. All counterparts shall collectively constitute a single agreement. It shall not be necessary in making proof of this Amendment to produce or account for more than a number of counterparts containing the respective signatures of, or on behalf of, all of the parties hereto.

28 P  
SENT BY MACHINE 3

8-24-97

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U.S. MAIL  
203 925 3015

11:22 5661-32-65

FROM : US BROADCAST GROUP

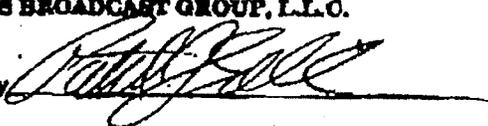
PHONE NO. : 203 925 3015

Nov. 18 1996 01:42PM P4

11. 18. 96 01:24 PM \*GRAY GILLILAND GOLD P03

IN WITNESS WHEREOF, each of the parties hereto has executed this Amendment, or has caused this Amendment to be duly executed and delivered in its name on its behalf, all as of the day and year first above written.

US BROADCAST GROUP, L.L.C.

By 

EVERGREEN LICENSE CORP.

By \_\_\_\_\_

ACKNOWLEDGED AND AGREED:

EVERGREEN BROADCASTING CORP.

By \_\_\_\_\_



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HOGAN & HARTSON DC4

FAX: 1-813-821-8092

No. 235:6E 7 3/3

IN WITNESS WHEREOF, each of the parties hereto has executed this Amendment, or has caused this Amendment to be duly executed and delivered in its name on its behalf, all as of the day and year first above written.

US BROADCAST GROUP, L.L.C.

By \_\_\_\_\_

EVERGREEN LICENSE CORP.

By David A. Fitz

ACKNOWLEDGED AND AGREED:

EVERGREEN BROADCASTING CORP.

By David A. Fitz

**SECOND AMENDMENT TO  
INTERIM OPERATING AGREEMENT**

**THIS SECOND AMENDMENT TO INTERIM OPERATING AGREEMENT**

("Amendment") is entered into as of this 26th day of September, 1997, by and between US BROADCAST GROUP, L.L.C., a Delaware limited liability company ("US"), and EVERGREEN LICENSE CORP., a Delaware corporation ("Licensee").

WHEREAS, Licensee is the licensee of Television Station WATM-TV, Altoona, Pennsylvania (the "Station");

WHEREAS, US and Licensee are parties to that certain Interim Operating Agreement dated as of March 21, 1996 and amended November 1, 1996 (the "Operating Agreement"), whereby Licensee has agreed to accept and transmit programming supplied by US on the Station in accordance with the terms set forth in the Operating Agreement;

WHEREAS, the Video Services Division of the Mass Media Bureau of the FCC ("Video Services Division") has raised concerns about certain provisions in Sections 22 and 25 of the Operating Agreement;

WHEREAS, the parties hereto desire to retain, to the maximum extent possible, the benefits accruing to US under the Operating Agreement while at the same time being fully responsive to the concerns raised by the Video Services Division;

WHEREAS, the parties hereto desire to amend certain provisions of the Operating Agreement, as more fully set forth below; and

WHEREAS, all capitalized terms used herein shall have the meanings set forth in the Asset Purchase Agreement dated as of July 31, 1995 between Licensee and US ("Asset Purchase Agreement") unless otherwise defined herein,

NOW THEREFORE, in consideration of the foregoing, and of the covenants and agreements hereinafter set forth, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Original Section 22 of the Operating Agreement is hereby deleted in its entirety and the following new Section 22 substituted with the same effect as if this new Section had continuously been a section of the Operating Agreement since first entered into:

**"No Waiver: Remedies Cumulative.** No failure or delay on the part of any party in exercising any right or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The parties agree that in the event Licensee breaches this Agreement, US shall be entitled to all rights and remedies that US may otherwise have at law or equity, except for the remedy of specific performance; **provided, however,** that if (a) Licensee seeks to terminate this Agreement, (b) such termination would be a breach of this Agreement and (c) Licensee at any time through May 21, 2006 either seeks (i) to enter into an Interim Operating Agreement, Time Brokerage Agreement, Local Marketing Agreement, Joint Sales Agreement, or Management Agreement, or any comparable arrangement, with a third party, or (ii) to enter into an agreement to assign, or transfer control of, the Station to a third party, the parties hereto agree that US will be damaged irreparably and monetary damages or other remedies at law that may be available to US for such breach or threatened breach will be inadequate and, without prejudice to US's right to pursue any remedies at law or in equity available to it for such breach or threatened breach, including without limitation the recovery of damages from Licensee, US shall be entitled to injunctive relief to prevent Licensee from entering into or effectuating any of the arrangements identified under sub-section (c) of this Section. The rights and remedies of the parties herein provided are cumulative

and are not exclusive of any right or remedies which each may otherwise have."

2. Original Section 25 of the Operating Agreement is deleted in its entirety and the following new Section 25 substituted with the same effect as if this new Section had continuously been a section of the Operating Agreement since first entered into:

"Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective representatives, successors and assigns. US shall have the right to assign its rights or delegate any of its duties hereunder to a third party ~~only with the consent of Licensee which consent shall not be unreasonably withheld or delayed; provided, however, that Licensee may not use this consent mechanism, directly or indirectly, (a) to renegotiate the terms of this Agreement or (b) to advance its present or future business interests in the Johnstown-Altoona television market or elsewhere; provided further, that the foregoing proviso shall not be interpreted to prevent Licensee from using the consent mechanism to safeguard the WATM-TV broadcast licenses. Unless otherwise terminated, in the event the Station is sold to a party other than as contemplated in the Asset Purchase Agreement, this Agreement shall remain in effect and will be binding upon any subsequent licensee of the Station."~~

3. No Inconsistent Action. Neither Licensee or US, nor any of Licensee's or US's respective direct or indirect owners, stockholders, members or partners or their respective officers or directors, including but not limited to Robert N. Smith ("Smith") and any legal entity controlled de jure or de facto by Smith, shall take any action which (a) is inconsistent with their respective obligations under the Asset Purchase Agreement or the Operating Agreement as amended hereby or (b) could hinder or delay the efforts by US or its assignee to acquire the Station (even if such assignee were to acquire WWCP-TV, Johnstown, Pennsylvania) and, subject to Section 25, to assign the Operating Agreement to US's assignee, whether or not (x) such assignee is substituted for US in US's pending application to acquire the Station or (y) US

dismisses such application and US's assignee, with the cooperation of Licensee, jointly files a new application for FCC consent to the assignment of the Station's licenses to such assignee; provided, that this Section shall not be construed to prevent Smith, STC Broadcasting, Inc. ("STC") or WJAC, Incorporated ("WJAC") from vigorously competing against US in the Johnstown-Altoona television market or vice versa.

4. WJAC(TV) Petition to Deny. Smith, in his capacity as President and Chief Executive Officer of STC, the entity which is to acquire the stock of WJAC, shall cause WJAC, on the day of the closing of the Acquisition but in no event later than one (1) business day after said closing, to file with the FCC a request for the prompt dismissal with prejudice ("Dismissal Request") of the Petition to Deny and related pleadings filed by WJAC against the WATM-TV assignment application, FCC File No. BALCT-950821KK. The Dismissal Request, which has been executed on the date hereof in the form of Exhibit A hereto, shall be held in escrow by Fisher Wayland Cooper Leader & Zaragoza L.L.P., counsel for US and be filed with the FCC within said time period. The parties hereto, including Smith on behalf of STC and WJAC, acknowledge and agree that, upon the filing of the Dismissal Request, US and its representatives shall be free to make oral and written ex parte presentations to the members and staff of the FCC without being required to notify or serve WJAC. The parties hereto, including Smith, acknowledge and agree that if Licensee or Smith breaches their respective obligations hereunder, monetary damages alone would not be adequate to compensate US for its injury. Notwithstanding Section 1 hereof, US shall therefore be entitled, in addition to any other remedies that may be available, including money damages, to obtain specific performance of Sections 3 and 4 hereof without being required to prove actual damages, post bond or furnish other security, any requirement for which is expressly waived. If any action is brought by US to

enforce either of those provisions. Licensee and Smith shall waive the defense that there is an adequate remedy at law.

5. Binding on Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of Licensee and US and their respective successors and assigns as permitted under the Operating Agreement.

6. Survival. Sections 3 and 4 hereof as they apply to Smith and to any legal entity controlled de jure or de facto by Smith shall survive the expiration and termination of this Agreement until May 21, 2006.

7. Execution in Counterparts. To facilitate execution, this Amendment may be executed in as many counterparts as may be required; and it shall not be necessary that the signatures of all persons required to bind any party, appear on each counterpart; but it shall be sufficient that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind any party, appear on one or more of the counterparts. All counterparts shall collectively constitute a single agreement. It shall not be necessary in making proof of this Agreement to produce or account for more than a number of counterparts containing the respective signatures of, or on behalf of, all of the parties hereto.

IN WITNESS WHEREOF, each of the parties hereto has executed this Amendment, or has caused this Amendment to be duly executed and delivered in its name on its behalf, all as of the day and year first above written.

US BROADCAST GROUP, L.L.C.

By: 

EVERGREEN LICENSE CORP.

By: \_\_\_\_\_

ACKNOWLEDGED AND AGREED:

EVERGREEN BROADCASTING CORP.

By: \_\_\_\_\_

ACKNOWLEDGED AND AGREED:

EVERGREEN GENERAL CORP.

By: \_\_\_\_\_

ACKNOWLEDGED AND AGREED AS TO SECTIONS 3 AND 4 HEREOF:

ROBERT N. SMITH, AN INDIVIDUAL

By: \_\_\_\_\_

ACKNOWLEDGED AND AGREED:

ADVENT V CAPITAL COMPANY LIMITED PARTNERSHIP

By: \_\_\_\_\_

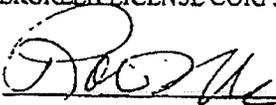
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IN WITNESS WHEREOF, each of the parties hereto has executed this Amendment, or has caused this Amendment to be duly executed and delivered in its name on its behalf, all as of the day and year first above written.

US BROADCAST GROUP, L.L.C.

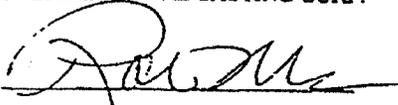
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EVERGREEN LICENSE CORP.

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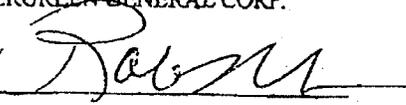
ACKNOWLEDGED AND AGREED:

EVERGREEN BROADCASTING CORP.

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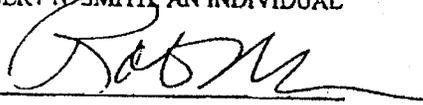
ACKNOWLEDGED AND AGREED:

EVERGREEN GENERAL CORP.

By: 

ACKNOWLEDGED AND AGREED AS TO SECTIONS 3 AND 4 HEREOF:

ROBERT N. SMITH, AN INDIVIDUAL

By: 

ACKNOWLEDGED AND AGREED:

ADVENT V CAPITAL COMPANY LIMITED PARTNERSHIP

By: \_\_\_\_\_

IN WITNESS WHEREOF, each of the parties hereto has executed this Amendment, or has caused this Amendment to be duly executed and delivered in its name on its behalf, all as of the day and year first above written.

US BROADCAST GROUP, L.L.C.

By: \_\_\_\_\_

EVERGREEN LICENSE CORP.

By: \_\_\_\_\_

ACKNOWLEDGED AND AGREED:

EVERGREEN BROADCASTING CORP.

By: \_\_\_\_\_

ACKNOWLEDGED AND AGREED:

EVERGREEN GENERAL CORP.

By: \_\_\_\_\_

ACKNOWLEDGED AND AGREED AS TO SECTIONS 3 AND 4 HEREOF:

ROBERT N. SMITH, AN INDIVIDUAL

By: \_\_\_\_\_

ACKNOWLEDGED AND AGREED:

ADVENT V CAPITAL COMPANY LIMITED PARTNERSHIP

By: *Adam G. Smith*

October 1, 1997

**VIA HAND DELIVERY**

Mr. William F. Caton  
Acting Secretary  
Federal Communications Commission  
1919 M Street, N.W., Room 222  
Washington, D.C. 20554

Re: **APPLICATIONS FOR VOLUNTARY ASSIGNMENT OF LICENSES**  
**WATM-TV, Altoona, Pennsylvania**  
**FCC File No. BALCT-950821KK**  
**W57AH, Brockport, Pennsylvania**  
**FCC File No. BALTT-950821KL**  
**W57BM, Somerset, Pennsylvania**  
**FCC File No. BALTT-950821KM**

Dear Mr. Caton:

On behalf of WJAC, Incorporated ("WJAC"), this is to request the prompt dismissal with prejudice of its Petition to Deny and related pleadings filed against the above-referenced applications. As a result of this filing, WJAC no longer regards the matter as restricted under the Commission's Rules and Regulations and accordingly has no objection to the parties to the above-referenced applications making oral or written ex parte presentations to members or staff of the Commission.

This filing is made pursuant to that certain "Second Amendment to Interim Operating Agreement," a copy of which is attached hereto.

Respectfully requested,

WJAC, Incorporated

Robert N. Smith  
President

ASSIGNMENT AND  
THIRD AMENDMENT TO  
INTERIM OPERATING AGREEMENT

THIS ASSIGNMENT AND THIRD AMENDMENT TO INTERIM OPERATING AGREEMENT (the "Amendment") is made and entered into as of February 26, 1999 by and among EVERGREEN LICENSE CORP., a Delaware corporation ("Licensee"), EVERGREEN BROADCASTING CORP., a Delaware corporation ("Evergreen"), PEAK MEDIA OF PENNSYLVANIA, LLC, a Delaware limited liability company ("Peak"), US BROADCAST GROUP, L.L.C., a Delaware limited liability company ("US"), and PALM TELEVISION, L.P., a Delaware limited partnership ("Palm").

RECITALS

WHEREAS, Licensee is the licensee of television station WATM-TV, Altoona, Pennsylvania ("WATM-TV") and together with Evergreen own certain assets related thereto;

WHEREAS, Licensee and US are parties to (i) that certain Interim Operating Agreement dated March 11, 1996 as amended November 1, 1996 and September 26, 1997 (the "Operating Agreement"), whereby Licensee has agreed to accept and transmit programming supplied by US on WATM-TV in accordance with the terms set forth in the Operating Agreement and (ii) that certain Lease dated March 11, 1996 (the "Lease") pursuant to which US leases certain assets to Licensee for use in connection with WATM-TV;

WHEREAS, US and Evergreen are parties to that certain Asset Purchase Agreement dated as of July 31, 1995 (the "Purchase Agreement"), pursuant to which among other matters Evergreen has agreed to sell, and to cause Licensee to sell, to US the licenses of WATM-TV issued by the Federal Communications Commission (the "FCC") and certain other assets related to WATM-TV (the "WATM-TV Assets") subject to the terms and conditions set forth therein;

WHEREAS, US, US Broadcast Group Licensee, L.P. I, Peak and Peak Media of Pennsylvania Licensee, LLC have entered into a Purchase and Sale Agreement, dated as of April 15, 1998 (the "Peak Media Purchase Agreement"), pursuant to which among other matters, US has agreed to sell to Peak substantially all of US's assets relating to WATM-TV, including, US's right to acquire the WATM-TV Assets under the Purchase Agreement and the parties entered into a Time Brokerage Agreement pursuant to which US has assigned to Peak its rights and obligations under the Operating Agreement and the Lease;

WHEREAS, on the date hereof, the parties hereto have entered into an Amendment and Assignment and Assumption Agreement (the "Purchase Agreement Assignment") pursuant to which among other matters US has assigned to Palm (at Peak's request) all of US's rights to acquire the WATM-TV Assets under the Purchase Agreement (the consummation of the sale of the WATM-TV Assets by Evergreen and Licensee to Palm pursuant to the Purchase Agreement.

as amended by the Purchase Agreement Assignment, shall be referred to herein as the "WATM-TV Closing");

WHEREAS, Licensee desires to assign all of its rights and obligations under the Operating Agreement and the Lease to Palm effective upon the WATM-TV Closing and Palm desires to accept such assignment and to assume such obligations;

WHEREAS, the parties hereto desire to amend certain provisions of the Operating Agreement to be effective upon the WATM-TV Closing; and

WHEREAS, Licensee and Evergreen desire to confirm their consent to the assignment by US of its rights and obligations under the Operating Agreement and the Lease to Peak.

#### AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment of Operating Agreement. Subject to the terms and conditions hereof, Licensee hereby bargains, sells, assigns, transfers, conveys and delivers to Palm and its successors and assigns all of Licensee's rights, title and interest in and to the Operating Agreement and the Lease effective automatically upon the WATM-TV Closing. Notwithstanding any provision of the Operating Agreement, the Operating Agreement shall remain in full force and effect following the assignment made hereby.
2. Assumption of Liabilities. Subject to the terms and conditions hereof, Palm hereby accepts such assignment and agrees to assume all of Licensee's liabilities and obligations to be performed on and after the WATM-TV Closing under the Operating Agreement and the Lease effective automatically upon the WATM-TV Closing. Effective upon the WATM-TV Closing, US shall be released from all of its obligations under the Operating Agreement and the Lease.
3. Amendment. The Operating Agreement shall be amended effective automatically upon the WATM-TV Closing to provide that in substitution for any and all amounts payable to Licensee under the Operating Agreement, Peak as assignee of US shall pay to Licensee \$25,000 a year, payable in twelve equal monthly installments on or before the last day of each calendar month beginning on the first such date after the WATM-TV Closing, plus the Licensee Operating Expenses (as defined in the Operating Agreement), and subject to the reductions as set forth in Paragraph 9 of the Operating Agreement. Any payment for a partial month shall be prorated accordingly. Effective automatically upon the WATM-TV Closing, Peak as assignee of US shall not be required to make any payments under the Operating Agreement except as set

forth in this paragraph and accordingly, Section 2 of the Operating Agreement and Sections 2, 3, 4 and 6 of the Amendment to Interim Operating Agreement dated as of November 1, 1996 are hereby superseded. Section 19(a) of the Operating Agreement is hereby deleted. Evergreen and Licensee hereby waive the right to receive any payments from US or its assignee under Sections 4 and 6 of the Amendment to Interim Operating Agreement dated as of November 1, 1996.

4. Signal Improvement. Licensee, and following the WATM-TV Closing, Palm, hereby agree to cooperate with Peak to improve WATM-TV's signal, including, making any filings with the FCC reasonably necessary in connection therewith.

5. Consent. Evergreen and Licensee hereby consent to and ratify the assignment of the Operating Agreement and the Lease by US to Peak. Evergreen and Licensee acknowledge that such assignment is subject to rescission in accordance with the terms of the Peak Media Purchase Agreement and the Time Brokerage Agreement executed pursuant thereto if the closing under the Peak Media Purchase Agreement does not occur.

6. Termination. If the Peak Media Purchase Agreement is terminated without a closing thereunder, this Agreement shall automatically terminate and the amendments and assignment and assumption made pursuant hereto shall be rescinded. Upon such termination, no party hereto shall have any rights or obligations whatsoever under this Agreement. If the acquisition of the WATM-TV Assets by Palm from Evergreen and Licensee is not consummated on or before March 1, 2000, this Agreement shall terminate and the amendments and assignment and assumption made pursuant hereto shall be rescinded, so that the parties will be returned to their respective rights and obligations under the Purchase Agreement and the Operating Agreement except that Peak (i) shall be substituted in all respects for US as the "Buyer" and the programmer respectively and (ii) shall have all of the rights and obligations of "Buyer" and the programmer under the Purchase Agreement and the Operating Agreement respectively if US shall have been released from its obligations under the Purchase Agreement pursuant to the terms of Section 2 thereof. In the event that the acquisition of the WATM-TV Assets by Palm from Evergreen and Licensee is not consummated on or before March 1, 2000, Palm shall not have any further liability or obligation under this Agreement or any related agreement.

7. Representations and Warranties. Each and every representation and warranty set forth in the Operating Agreement is hereby confirmed and ratified, in all material respects, by the parties hereto, and such representations and warranties as so confirmed and ratified shall be deemed to have been made and undertaken as of the date of this Amendment as well as at the time they were made and undertaken except to the extent such representations and warranties have been affected by events contemplated by or permitted pursuant to the Operating Agreement, as amended hereby.

8. Counterparts. This Amendment may be executed in as many counterparts as may be convenient and shall become binding when the parties hereto have each executed at least one counterpart.

9. Binding Effect. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns as permitted under the Operating Agreement.

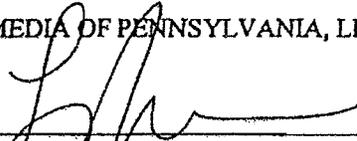
10. Reference to Operating Agreement. Except as amended hereby, the Operating Agreement shall remain in full force and effect and is hereby ratified and confirmed in all respects. On and after the effectiveness of the amendment to the Operating Agreement accomplished hereby, each reference in the Operating Agreement to "this Agreement", "hereunder", "hereof", "herein" or words of like import, and each reference to the Operating Agreement in any other agreement, document or instrument executed and delivered pursuant to the Operating Agreement, shall be deemed a reference to the Operating Agreement, as amended hereby.

11. No Other Modifications. Except as expressly provided in this Amendment, all of the terms and conditions of the Operating Agreement shall remain unchanged and in full force and effect.

*[SIGNATURE PAGE FOLLOWS]*

IN WITNESS WHEREOF, the parties have caused this Assignment and Third Amendment to Interim Operating Agreement to be executed as of the day and year first above written.

PEAK MEDIA OF PENNSYLVANIA, LLC

By:   
Name: Larry D. Marcus  
Title: President/Secretary of Peak Media L.L.C.,  
Manager of Peak Media Holdings LLC, Manager  
of Peak Media of Pennsylvania LLC

EVERGREEN LICENSE CORP.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EVERGREEN BROADCASTING CORP.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

US BROADCAST GROUP, L.L.C.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

PALM TELEVISION, L.P.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

-5-

IN WITNESS WHEREOF, the parties have caused this Assignment and Third Amendment to Interim Operating Agreement to be executed as of the day and year first above written.

PEAK MEDIA OF PENNSYLVANIA, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EVERGREEN LICENSE CORP.

By: Stephen F. Gormley  
Name: Stephen F. Gormley  
Title: \_\_\_\_\_

EVERGREEN BROADCASTING CORP.

By: Stephen F. Gormley  
Name: Stephen F. Gormley  
Title: \_\_\_\_\_

US BROADCAST GROUP, L.L.C.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

PALM TELEVISION, L.P.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this Assignment and Third Amendment to Interim Operating Agreement to be executed as of the day and year first above written.

PEAK MEDIA OF PENNSYLVANIA, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

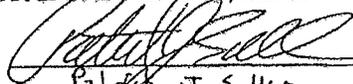
EVERGREEN LICENSE CORP.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EVERGREEN BROADCASTING CORP.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

US BROADCAST GROUP, L.L.C.

By:   
Name: Patrick J. Sullivan  
Title: Executive Vice President

PALM TELEVISION, L.P.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this Assignment and Third Amendment to Interim Operating Agreement to be executed as of the day and year first above written.

PEAK MEDIA OF PENNSYLVANIA, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EVERGREEN LICENSE CORP.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

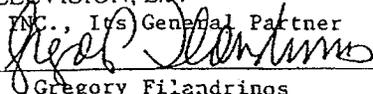
EVERGREEN BROADCASTING CORP.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

US BROADCAST GROUP, L.L.C.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

PALM TELEVISION, L.P.

By: GF, INC., Its General Partner  
By:   
Name: Gregory Filandrinos  
Title: President

May 4, 2006

Mr. Gregory Filandrinos  
1408 N. Kingshighway  
Suite 300  
St. Louis, MO 63113

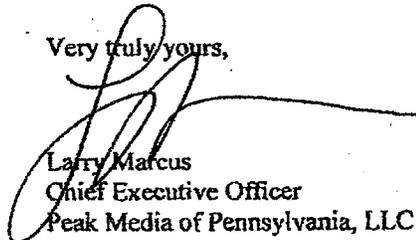
Dear Mr. Gregg:

As you know, Peak Media of Pennsylvania, LLC and Palm Television, L.P. are parties to the Interim Operating Agreement dated March 11, 1996, as amended on November 1, 1996 by the Amendment to Interim Operating Agreement, further amended on September 26, 1997 by the Second Amendment to Interim Operating Agreement, and further amended on February 26, 1999 by the Assignment and Third Amendment to Interim Operating Agreement (collectively, the "Operating Agreement"). Under the Operating Agreement, Palm Television, L.P. agreed to accept and transmit programming supplied by Peak Media of Pennsylvania, LLC on WATM-TV in accordance with the terms therein.

This letter confirms the parties' agreement to extend the term of the Operating Agreement through May 21, 2011.

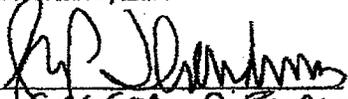
Please indicate your agreement to the foregoing by signing below and returning a signed copy to me.

Very truly yours,



Larry Marcus  
Chief Executive Officer  
Peak Media of Pennsylvania, LLC

ACCEPTED AND AGREED:  
Palm Television, L.P.

By:   
Name: GREGORY P. FILANDRINOS  
Title: President  
Date: May 4, 2006

November 12, 2010

Gregory Filandrinis  
Palm Broadcasting, LP  
3525 Del Mar Heights Rd Ste 851  
Del Mar, CA 92130

Dear Mr. Filandrinis:

As you know, Peak Media of Pennsylvania, LLC and Palm Television, L.P. are parties to (a) the Interim Operating Agreement dated March 11, 1996, as amended on November 1, 1996 by the Amendment to Interim Operating Agreement, further amended on September 26, 1997 by the Second Amendment to Interim Operating Agreement, and further amended on February 26, 1999 by the Assignment and Third Amendment to Interim Operating Agreement, and as further amended by that certain Fourth Amendment to Interim Operating Agreement dated as of May 4, 2006 (collectively, the "Operating Agreement"); and (b) the Option Agreement dated February 26, 1999 (the "Option Agreement").

Under the Operating Agreement, Palm Television, L.P. agreed to accept and transmit programming supplied by Peak Media of Pennsylvania, LLC on WATM-TV in accordance with the terms therein. This letter confirms the parties' agreement, for their mutual benefit and in exchange for other consideration, the receipt and sufficiency of which are hereby acknowledged, to extend the term of the Operating Agreement through December 31, 2015.

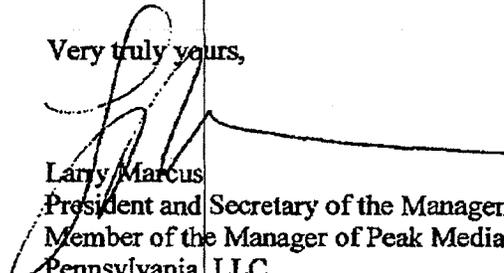
This letter also confirms the parties' agreement that, for their mutual benefit and in exchange for other consideration, the receipt and sufficiency of which are hereby acknowledged: (a) the exercise period for the Asset Option (as defined in the Option Agreement) in Option Agreement had been extended orally pursuant to negotiations among the parties until the date hereof; (b) effective as of the date hereof, the first sentence of Section 2 of the Option Agreement is amended as follows: "The Asset Option shall be exercisable by Grantee at any time beginning immediately upon the Purchase Agreement Closing and expiring on December 31, 2015." and (c) for the avoidance of doubt, for all purposes of the Option Agreement, the consideration payable for the Asset Option Property (as defined therein) to be paid at the closing of the Asset Option shall be the release of Palm Television, L.P. from all obligations under Peak Media of Pennsylvania, LLC's loan agreement and all other loan documentation as in effect at the time of such exercise.

This letter may be signed in counterparts. Except as expressly modified herein, the Operating Agreement and the Option Agreement shall continue to be, and shall remain, in full force and effect and the valid and binding obligation of the parties thereto in accordance with its terms. Each of the parties hereto hereby ratifies and confirms the each such agreement and hereby agrees to be bound by each such agreement, as amended, modified and supplemented by this letter.

[Remainder of Page Intentional Left Blank]

Please indicate your agreement to the foregoing by signing below and returning a signed copy to me.

Very truly yours,

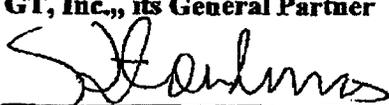


Larry Marcus  
President and Secretary of the Management  
Member of the Manager of Peak Media of  
Pennsylvania, LLC

ACCEPTED AND AGREED:

**Palm Television, L.P.**

**By: GT, Inc., its General Partner**

By: 

Name: Greg Filandrinos

Title: President

Date: November 12, 2010