

PROGRAMMING LICENSE AGREEMENT

This Programming License Agreement (the “Agreement”) is made and entered into as of February 15, 2024, by and between Mountain Broadcasting Corporation, a New Jersey corporation (“Broadcaster”) and [REDACTED] (“Programmer”).

WHEREAS, pursuant to licenses issued by the Federal Communications Commission (“FCC”), Broadcaster operates the television station identified on Exhibit A (the “Station”) in the Designated Market Area (as defined by Nielsen Media Research) identified on Exhibit A (“DMA”);

WHEREAS, Programmer owns or otherwise has all necessary rights to distribute programming that it desires to broadcast on the Station; and

WHEREAS, Broadcaster has agreed to make available to Programmer, and Programmer has agreed to purchase from Broadcaster, airtime on the Station in order to broadcast Programmer’s programming on the Station on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, 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, agree as follows:

1. Agreement Term. [REDACTED]

2. Programmer’s Purchase of Airtime and Provision of Programming.

2.1 Programming. [REDACTED]

[REDACTED] Programmer shall maintain the format of the Programming throughout the Term.

2.2 Advertising. [REDACTED]

[REDACTED] For the avoidance of doubt, all content and other material transmitted in such commercial time shall be deemed to be Programming for purposes of this Agreement. Programmer shall not discriminate in any contract for advertising on the basis of race, gender or ethnicity, and all such contracts shall be evaluated, negotiated, and completed without regard to race, gender or ethnicity. Programmer shall include a clause to such effect in all contracts for advertising, and, if requested by Broadcaster, shall provide written confirmation of compliance with such requirement to Broadcaster. Programmer shall maintain internal policies for demonstrating compliance with the FCC’s nondiscrimination policies.

2.3 Delivery of Programming to Broadcaster. During the Term, Programmer [REDACTED]

[REDACTED]

In the event that Broadcaster notifies Programmer of any signal delivery or quality problems that are within Programmer's reasonable control, Programmer shall promptly remedy such problems.

3. Broadcasting Obligations. Programmer grants Broadcaster the right to exhibit, broadcast, and distribute the Programming on the primary channel of the Station(s) specified on Exhibit A (the "Primary Channel") during the Term. Subject to Programmer's compliance with the terms and conditions of this Agreement, commencing on the Commencement Date,

[REDACTED]

4. Payments.

4.1 Program Fee.

[REDACTED]

4.2 Expenses.

[REDACTED]

5. Operation, Ownership, and Control of the Station.

5.1 Licensee Authority. Notwithstanding anything to the contrary in this Agreement, Broadcaster shall retain full authority, power, and control over the management and operation of the Station and the policies and programming of the Station. Programmer shall comply with any Station policies provided in writing to Programmer. Programmer shall assist and cooperate with Broadcaster in complying with Broadcaster's regulatory obligations, including its compliance with the Communications Act of 1934, as amended, and the rules, regulations, and policies of the FCC (collectively, "FCC Rules"). Nothing in this Agreement shall abrogate the unrestricted authority of Broadcaster to perform its obligations to the public and to comply with FCC Rules.

5.2 Preemption/Substitution. Nothing contained herein shall prevent Broadcaster from (a) rejecting or refusing any Programming or portion thereof (including commercial advertising) that Broadcaster believes to be indecent, unsatisfactory or unsuitable, in violation of any third party's rights, or contrary to the public interest; (b) substituting any or all Programming or portion thereof (including commercial advertising) with programming that Broadcaster believes to be of greater local or national importance or that is designed to address the problems, needs, and interests of the local community; or (c) preempting any Programming in the event of a local, state, or national emergency. Furthermore, Broadcaster reserves the right to refuse to broadcast any Programming or portion thereof that (i) violates any right of any third party, (ii) does not meet the requirements of FCC Rules, (iii) does not comply with Broadcaster's policies, or (iv) otherwise does not comply with this Agreement. Broadcaster shall have the right to alter, modify, or insert material into the Programming to comply with applicable laws, including FCC Rules (e.g., station identification announcements and emergency alert service announcements). Broadcaster expressly agrees that its right of preemption and substitution of Programming as set forth in this Section 5.2 shall not be exercised in an arbitrary manner or for the commercial advantage of Broadcaster.

5.3 Maintenance; Upgrades; Relocations. Programmer acknowledges that Broadcaster's obligations shall be suspended during downtime occasioned by (a) intermittent outages, maintenance, repair, removal, installation, or other work upon Broadcaster's facilities or equipment reasonably necessary to comply with FCC Rules or other applicable laws; (b) technology or equipment upgrades or improvements; or (c) the relocation of the Station, any tower for the Station, or any transmission facility. In addition, Broadcaster shall have the right to cease broadcast operations of the Station at any time for any reason.

6. Additional Programming Requirements.

6.1 General Commitments. Programmer shall (a) obtain all necessary programming rights, clearances, and authorizations required by applicable law to deliver the Programming to Broadcaster and to permit Broadcaster to broadcast and transmit, and authorize third parties to retransmit, the Programming under the terms of this Agreement and (b) ensure all

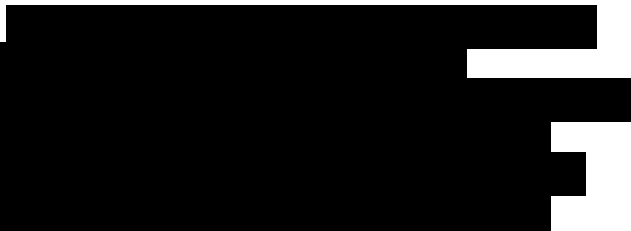
content, programming, and materials provided by Programmer hereunder (including the Programming and the Programmer Marks (defined below)) complies with all applicable federal, state, and local laws and regulations (including FCC Rules), is not defamatory, and does not violate or infringe any patent, copyright, trademark, trade secret, right of privacy or publicity, or any other rights of any third parties. Programmer agrees to consult with Broadcaster about the Programming it provides for broadcast on the Station to ensure that the content of the Programming contains matters responsive to issues of public concern in the local communities served by the Station. For the avoidance of doubt, the other provisions of Section 6 do not limit Programmer's obligations under this Section 6.1.

6.2 Public Service Announcements. Programmer shall include in the Programming public service announcements, including, at Broadcaster's directive from time to time, a reasonable number of public service announcements of local interest. At Broadcaster's request, Programmer shall provide a list of such public service announcements to Broadcaster.

6.3 Music. 

6.4 Station Identification. Broadcaster shall ensure that station identification announcements with the Station's call letters are made in accordance with FCC Rules. Broadcaster may include in the Programming an announcement at the beginning of each hour of such Programming to identify such call letters, as well as any other announcements required by the FCC Rules. Programmer shall not otherwise use the Station's call letters without the prior written consent of Broadcaster.

6.5 Political Time. Programmer shall cooperate with Broadcaster as Broadcaster reasonably requests and provide such information and records to ensure that Broadcaster complies with the requirements of the FCC's political broadcast rules. Without limiting the foregoing, when requested by Broadcaster, Programmer promptly shall provide information to Broadcaster as may be necessary for Broadcaster to comply with the political file, lowest unit charge, equal opportunities and reasonable access requirements under FCC Rules. Programmer shall ensure that any political advertising or programming that it broadcasts complies with all applicable FCC rules and regulations. Programmer shall release advertising availabilities to Broadcaster during the Broadcasting Period as necessary to permit Broadcaster to comply with the political broadcast rules of the FCC; provided, however, revenues received by Broadcaster as a result of any such release of advertising time shall be remitted to Programmer.

6.6 Children's Programming. 

[REDACTED]

6.7 Indecency. Programmer shall ensure that the Programming complies with all FCC Rules and other laws governing or prohibiting the transmission of indecent, profane, or obscene content.

6.8 Closed Captions. Programmer shall ensure that the Programming includes closed-captioning and/or video description as may be required by applicable law, including FCC Rules (subject to applicable exceptions, exemptions, or waivers of such FCC Rules).

6.9 “Payola” and “Plugola”. Programmer shall take all steps, including the periodic execution of affidavits, to ensure that neither it nor its employees or agents will accept any gift, gratuity, or other consideration, directly or indirectly, from any person or company for any material or content in the Programming unless such is fully disclosed in accordance with the FCC Rules’ disclosure requirements. It is further understood and agreed that no commercial message, plugs, or undue reference shall be made in the Programming to any business venture, profit-making activity, or other interest (other than non-commercial announcements for bona fide charities, church activities, or other public service activities) without such broadcast being announced as sponsored. Programmer shall include an announcement at the beginning of each segment of the Programming to indicate that broadcast time has been purchased by Programmer and any other announcements and disclosures required by FCC Rules.

6.10 Station Files. Programmer shall immediately provide Broadcaster with (a) notice and a copy of any letters, emails, or other written communications that Programmer receives concerning the Programming and (b) any other information or documentation that Broadcaster requests for placement in the Station’s files. The parties agree that Broadcaster may file a copy of this Agreement with the FCC and/or place a copy of this Agreement in the Station’s files for public inspection.

6.11 Compliance Reports. Upon request, Programmer shall provide Broadcaster with reasonably detailed certifications attesting to Programmer’s full compliance with Broadcaster’s Programming Policy Statement set forth on Exhibit C. In addition, Programmer shall provide Broadcaster with CALM Act certifications in accordance with FCC Rules, and shall comply with Broadcaster’s requests for such reports and information reasonably necessary to facilitate compliance with applicable regulations, including the quarterly FCC Issues and Programs list requirement.

7. Branding, Logos and Programmer Marks. Broadcaster agrees to identification

[REDACTED]

8. Insurance. [REDACTED]

[REDACTED]

and

obligations of Programmer under this Agreement.

9. Termination.

9.1 Termination Rights.

or
any reason out of Licensee's reasonable control shall not constitute an Event of Default by

9.2 Requirements Upon Termination. At the expiration or termination of this Agreement, Programmer shall promptly pay Broadcaster any amounts remaining due under this Agreement.

10. Representations and Warranties. Programmer and Broadcaster each represent and warrant to the other that it has the power and authority to enter into this Agreement and to fully perform its obligations hereunder. Programmer further represents and warrants it holds all necessary rights and licenses in and to the Programming and such rights and licenses are sufficient to permit transmission and distribution of the Programming under the terms hereof without infringing the copyright or other rights of any third party.

11. Indemnification.

11.1 Indemnification Obligations. Each party will indemnify, defend, and hold harmless the other party and its affiliates, and its and their officers, directors, employees, agents, successors, and assigns, from and against any loss, damage, liability, expenses, and costs (including amounts paid in settlement and reasonable attorneys' fees) ("Losses") incurred in connection with claims, actions, demands, suits, or proceedings ("Claims") caused by or arising out of (a) any violation of law by such party; or (b) the negligence or willful misconduct of such party. In addition, without limiting the foregoing, Programmer will indemnify, defend, and hold harmless Broadcaster and its affiliates, and its and their officers, directors, employees, agents, successors, and assigns, from and against any and all Losses incurred in connection with Claims arising out of or in connection with the Programming or the Programmer Marks, including (i) any and all liability for indecency, defamation, libel, slander, intellectual property infringement, or violation of publicity or privacy rights and (ii) any liability, forfeitures, fines, or expenses incurred as a result of a claim that the broadcast of the Programming violates any FCC Rules. Process. A party claiming indemnification hereunder shall promptly notify the other party of any Claim to which such party's indemnification obligations apply and shall cooperate fully in the defense thereof (at the expense of the indemnifying party). Notwithstanding the foregoing, the failure of a party to give prompt notice shall not affect the indemnified party's rights to indemnification, except (and then only to the extent) that the indemnifying party's ability to provide indemnification is impeded or frustrated or losses would have been avoided by prompt notice. The indemnified party shall have the right to participate at its own expense in the defense of an indemnified Claim. The parties' indemnification obligations hereunder shall survive any termination or expiration of this Agreement.

12. General Terms.

12.1 Entire Agreement; Amendments; No Waivers. This Agreement (including the Exhibits hereto) sets forth the entire agreement and understanding of the parties with respect to its subject matter and supersedes any and all prior and contemporaneous agreements, arrangements, and understandings of the parties with respect to the subject matter hereof. Any amendment, supplement, or modification of or to any provision of this Agreement shall be effective only if it is made in writing and signed by both parties. Failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of its rights under such provision or any other provision. No waiver of any provision of this Agreement in any instance shall be deemed to be a waiver of the same provision or any other provision in any other instance.

12.2 Rules of Construction. The general rule of construction for interpreting a contract, which provides that the provisions of a contract should be construed against the party preparing the contract, is waived by the parties hereto. Each party acknowledges that such party was represented by separate legal counsel in this matter who participated in the preparation of this Agreement or such party had the opportunity to retain counsel to participate in the preparation of this Agreement but elected not to do so.

12.3 Certain Interpretive Matters. Unless the context otherwise requires: (a) all references to Sections, Schedules, or Exhibits are to Sections, Schedules, or Exhibits of or to this Agreement; (b) each term defined in this Agreement has the meaning assigned to it; (c) "or" is disjunctive but not necessarily exclusive; (d) words in the singular include the plural and vice versa; (e) the words "include", "includes", or "including" are deemed to be followed by the

words “without limitation”; and (f) all references to “\$” or dollar amounts will be to the lawful currency of the United States of America.

12.4 Notices. Any notice, demand, or other communications required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed to have been duly delivered and received (a) if delivered in person, on the date of personal delivery; (b) if mailed, five (5) business days after deposit in the U.S. mail if mailed by registered or certified mail, postage prepaid and return receipt requested; or (c) if sent by an overnight delivery service for next morning delivery, on the day after provision to a nationally recognized overnight courier service. (For the purposes of this section, the term “business days” means any day other than a Saturday, Sunday, or other day on which commercial banks in the State of New York are authorized or required by law or executive order to close.) The notice, demand, or request shall simultaneously be sent by email, and shall be addressed to the following addresses (or to such other address as a party may request by notifying the other party in writing):

To Broadcaster:
Mountain Broadcasting Corporation
c/o New Vision Services, LLC
99 Clinton Road
West Caldwell, NJ 07006

[REDACTED]

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

[REDACTED]

To Programmer:

[REDACTED]

With a required copy (which shall not constitute notice) to:

[REDACTED]

12.5 Assignment. Either party may assign this Agreement, in whole or in part, without the consent of the other party, including to any person or entity that acquires the license for the Station.

12.6 Successors and Assigns. This Agreement shall be binding on, enforceable against and inure to the benefit of, the parties and their respective successors and permitted assigns, and nothing herein is intended to confer any right, remedy or benefit upon any other person.

12.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the principles of conflicts of law thereof. The prevailing party in any action or proceeding arising out of this Agreement shall be entitled to recover reasonable attorneys' fees and court costs from the other.

12.8 Jury Waiver. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

12.9 Severability. If any provision of this Agreement is held to be invalid or unenforceable by any court or tribunal of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and such provision shall be carried out as nearly as possible according to its original terms and intent to eliminate such invalidity or unenforceability.

12.10 Cumulative Remedies. Except as otherwise provided in this Agreement, the rights and remedies provided in this Agreement are cumulative and are not exclusive of any other rights or remedies that a party may otherwise have.

12.11 Force Majeure. Notwithstanding anything contained in this Agreement, if total or partial performance of non-monetary obligations under this Agreement is delayed or rendered impossible for either party by virtue of circumstances reasonably beyond its control (including war, invasion, act of foreign enemy, civil war, strikes, lockouts or other industrial disputes or actions, fire, flood, epidemic, earthquake, explosion, decision of any court or other judicial body of competent jurisdiction, failure or non-availability of uplink or downlink satellite signals or terrestrial facilities, acts of God, or acts of governments or other prevailing authorities), then such non-performance shall not be deemed to constitute a breach of this Agreement during the existence of such conditions, provided that the party affected by such event promptly resumes performance as soon as practicable after the event has abated, subject to Section 5.3 with respect to Broadcaster.

12.12 Relationship of the Parties. The parties are independent contractors and nothing contained in this Agreement shall create any partnership, joint venture, fiduciary, or agency relationship between Broadcaster and Programmer. Neither party shall be deemed to be the agent, partner, or representative of the other party to this Agreement, and neither party is authorized to bind the other to any contract, agreement, or understanding.

12.13 Foreign Sponsorship Identification. Programmer does not qualify as a "foreign governmental entity," a "government of a foreign country," a "foreign political party,"

or an “agent of a foreign principal” as defined under the foreign government sponsorship identification rule in 47 C.F.R. §73.1212(j)(2). Programmer has no knowledge of any party in the chain of production or distribution of any Programming that, pursuant to the foreign government sponsorship identification rule, qualifies as a “foreign governmental entity” and has provided, or intends to provide, any form of inducement to air such Programming on the Station. Programmer will notify Broadcaster as soon as possible, and in any event within 48 hours, if it becomes aware of any change in its representations under this Section that could implicate the foreign government sponsorship identification rule.

12.14 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the parties has duly executed this Programming License Agreement as of the date first above written.

MOUNTAIN BROADCASTING CORP.

10/1
[Redacted signature block]

[Redacted signature block]
10/1
[Redacted signature block]

Exhibit A
Station

Call Sign	Facility ID	Broadcasting Entity	Designated Market Area	Primary Channel	Annual Fee
WMBC-TV	43952	Mountain Broadcasting Corporation	New York, NY	63.1	[REDACTED]

Programming: Merit Street Media featuring programming by Dr. Phil and others.

Exhibit B
Payments

Program Fee. [REDACTED]



Payment. Programmer shall pay Broadcaster in the following manner or by such other method as may be agreed upon by Programmer and Broadcaster:

Payments by wire transfer or direct deposit to the following bank account:

Bank Name: Name of Account: Account Number (checking): Routing Number:	[REDACTED]
Main Address:	99 Clinton Road West Caldwell, NJ 07006 973-852-0332 (Accounting) [REDACTED]

Exhibit C

Broadcast Station Programming Policy Statement: The following sets forth the policies generally applicable to the presentation of programming and advertising over the Station. All programming and advertising provided by the Client for broadcast on the Station must conform to these policies and to the provisions of the Communications Act of 1934, as amended (the “Act”), and the Rules and Regulations of the Federal Communications Commission (“FCC”). This Policy shall be in addition to any other programming requirements set out in the Agreement and is not intended to be an exhaustive list of all policies with which the Client must adhere.

Public Interest: Any program provided by the Client (regardless of its original source) must serve the public interest, convenience and necessity.

Sponsorship Identification: When money, service, or other valuable consideration is either directly or indirectly paid or promised as part of an arrangement to transmit any programming by the Client, the Client shall cause to air, as part of its broadcast, an announcement indicating (1) that the matter is sponsored, either in whole or in part; and (2) by whom or on whose behalf the matter is sponsored. Products or services furnished to the Client in consideration for an identification of any person, product, service, trademark or brand name shall be identified in this manner. In the case of any political or controversial issue broadcast for which any material or service is furnished as an inducement for its transmission, an announcement shall be made at the beginning and conclusion of the broadcast stating (1) the material or service that has been furnished; and (2) the person(s) or association(s) on whose behalf the programming is transmitted. However, if the broadcast is 5 minutes in duration or less, the required announcement need only be made either at its beginning or end.

Pavola/Plugola: The Client shall not accept or agree to accept from any person any money, service, or other valuable consideration for the broadcast of any matter unless such fact is disclosed to the Station so that all required sponsor identification announcements can be made. All persons responsible for Client’s programs must, from time to time, execute such documents as may be required by Station management to confirm their understanding of and compliance with the FCC’s sponsorship identification requirements.

Political Broadcasting: To the extent any of Client’s programs or advertisements qualify as “uses” of the Station by legally qualified candidates for elective office, such program or advertisement shall be in accordance with the Act and the FCC’s rules and policies.

Obscenity and Indecency: The Client’s programs shall not contain any obscene material. Material is deemed to be obscene if the average person, applying contemporary community standards in the local community, would find that the material, taken as a whole, appeals to the prurient interest; depicts or describes in a patently offensive way sexual conduct specifically defined by applicable state law; and taken as a whole, lacks serious literary, artistic, political or scientific value. The Client’s programs, to the extent broadcast outside of the periods of time prescribed by the Commission, shall not contain indecent material. Material is deemed to be indecent if it includes language or material that, either “fleeting” or in context, depicts or describes, in terms patently offensive as measured by contemporary community standards for the broadcast medium, sexual or excretory activities or organs.

Hoaxes: The Client’s programs shall not knowingly contain false information concerning a crime or catastrophe.

Lottery: The Client’s programs shall not contain any material or advertising concerning any lottery, except as permitted by the Act, the rules and regulations of the FCC, and New Jersey State law.

Advertising: The Client shall comply with all federal, state and local laws concerning advertising, including without limitation, all laws concerning misleading advertising, and the advertising of alcoholic beverages.

Programming Prohibitions: Knowing broadcast of the following types of programs and announcements is prohibited:

False Claims. False or unwarranted claims for any product or service.

Unfair Imitation. Infringements of another advertiser’s rights through plagiarism or unfair imitation of either program idea or copy, or any other unfair competition.

Commercial Disparagement. Any unfair disparagement of competitors or competitive goods.

Profanity. Any programs or announcements that is slanderous, obscene, profane, vulgar, repulsive or offensive, as evaluated by Station management.

Violence. Any programs which are excessively violent.

Unauthenticated Testimonials. Any testimonials which cannot be authenticated.

Credit Terms: The Client’s programs or advertising shall not contain credit terms that are not in full compliance with the rules and regulations of the Federal Trade Commission.

Copyright: Client is responsible for paying all copyright and music license fees associated with the broadcast of Client’s programming.

Non-Discrimination Clause: This station does not discriminate in the sale of advertising time, and will accept no advertising which is placed with intent to discriminate on the basis of race, gender or ethnicity. Client hereby certifies that it is not buying broadcasting air time under this advertising sales contract for a discriminatory purpose, including but not limited to, decisions not to place advertising on particular stations on the basis of race, gender, national origin, or ancestry.

Program Delivery: Client is responsible for delivering all program content to the Station via a satellite signal or fiber optic link. Any and all special devices or fees associated with the receipt and/or delivery of any broadcast signal shall be the responsibility of the Client.

Program Quality: The production and signal resolution values associated with each program supplied by the Client shall be consistent with professional commercial television broadcasts and in compliance with the Communications Laws. The Client shall comply with the Communications Laws governing broadcast content, including but not limited to the requirement to broadcast three (3) hours per week of “core” children’s programming.

Program Guide: The Client agrees to provide the Station, seven (7) days in advance of the scheduled air date, with television guide data regarding each program, utilizing industry traffic software or an Excel spreadsheet, for use by publishers of television guide listings. Such data must be in conformance with the FCC’s Program and System Information Protocol (“PSIP”). For the avoidance of doubt, the following program data is required: (1) title of each program, including an indication of whether it is a continuing series (i.e., “Daily News, M-F, 5p-6p”); (2) the start and end times of each broadcast day; (3) the language of the program; (4) a 1-2 sentence description of the program; (5) the type of audio provided (e.g., stereo, surround sound, etc.); (6) any parental rating of a program, using standard TV ratings (e.g., None, TV-G, TV-PG, TV-14, TV-M); and (7) whether the program is closed-captioned.

Program Pre-emption: In the event of a pre-emption or disruption of service caused by failure at the Station’s facilities, the Client shall receive a credit, on a pro-rated basis, for the duration of the disruption or disruption of service. If the performance of any obligation hereunder is interfered with by reason of any circumstance beyond Station’s reasonable control, including but not limited to acts of God, labor strikes and other labor disturbances, power surges or failures, or the act or omission of any third party, Station shall be excused from such performance to the extent necessary, provided that Station shall use reasonable efforts to remove such causes of non-performance. In addition, the Client shall provide the Station, at the Client’s sole expense, with six (6) hours’ worth of suitably generic programs of content and resolution quality consistent with professional commercial television broadcasts, which may be used by the Station, in the Station’s sole discretion, in the event of an emergency, an interruption in program delivery or a degradation in program quality. The Station reserves the right to pre-empt programming if the Station determines that such program is not in the public interest or if the Station determines that a substitute program has greater national, regional or local interest. The Station also reserves the right to break into a Client program without prior notice in case of an emergency.

Operation of Station: Notwithstanding any other provision of this Agreement, Station shall have full authority and power over the operation of the Digital Stream and the Station during the period of this Agreement.

Assignment: This contract shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and permitted assigns. This contract shall not be assigned (by contract, operation of law or otherwise) without the prior written consent of the other party hereto, which consent shall not be unreasonably withheld; provided, however, that either party may assign and delegate its rights hereunder to a party that controls, or is controlled by, or is under common control with such party, so long as such assignment does not result in a breach of a material provision of this contract, and that is qualified under applicable FCC requirements, upon notice to such party; provided further, that no such assignment shall release the notifying party from any of its obligations created pursuant to this contract.