

Mark B. Denbo
202-230-5180
Mark.Denbo@dbr.com

December 19, 2012

FILED/ACCEPTED

DEC 19 2012

Federal Communications Commission
Office of the Secretary

Via Hand Delivery

Ms. Marlene Dortch, Secretary
Federal Communications Commission
The Portals
445 Twelfth Street, SW
Washington, DC 20554

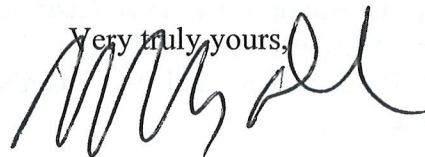
**Re: Section 73.3613 Filing
Milachi Media, LLC
WGCE-CD, Greece/Rochester, New York Facility No. 58739**

Dear Ms. Dortch:

Milachi Media, LLC, the licensee of the station listed above, by its attorneys and pursuant to Section 73.3613 of the Commission's rules, hereby submits the enclosed Local Marketing Agreement associated with WGCE-CD.

Please contact me with any questions regarding this matter.

Very truly yours,



Mark B. Denbo

Law Offices

1500 K Street, N.W.
Washington, DC
20005-1209

202-842-8800 phone
202-842-8465 fax
www.drinkerbiddle.com

CALIFORNIA
DELAWARE
ILLINOIS
NEW JERSEY
NEW YORK
PENNSYLVANIA
WASHINGTON DC
WISCONSIN

LOCAL MARKETING AGREEMENT

This LOCAL MARKETING AGREEMENT ("Agreement") entered into as of November 9, 2012 ("Commencement Date"), by and between MILACHI MEDIA, LLC, a Delaware limited liability company ("Licensee") and WBGT, LLC, a Delaware limited liability company ("Programmer").

RECITALS:

WHEREAS, Licensee owns and operates Class A low power television station WGCE-CA, Greece/Rochester, New York (Facility No. 58739) (the "Station"), pursuant to authorizations issued by the Federal Communications Commission ("FCC"); and

WHEREAS, Programmer desires to provide programming for and sell advertising time on the Station and Licensee desires to accept the Programming (as defined below) on terms and conditions that conform to the Communications Act of 1934, as amended, and the rules and published policies of the FCC promulgated thereunder (collectively, the "Communications Laws");

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

Sale of Time.

(a) From and after the Commencement Date, Programmer will provide for transmission by the Station, at Programmer's expense, certain programming, including children's and locally-produced programming sufficient to maintain the Station's status as a "Class A" low power television station (as defined by the Communications Laws), as well as associated advertising, promotional and public service programming and announcement matter, all of which shall be sufficient to program the Station on a daily basis throughout the Initial Term, as hereinafter defined, and any renewal term thereof (collectively, the "Programming"), subject to the terms and conditions set forth herein. All Programming and its transmission by the Station shall be subject to the supervision and control of Licensee.

(b) Notwithstanding the foregoing, (i) Licensee may, but is not obligated to, set aside such mutually-agreeable time as it may require on the Station, during which time Licensee may broadcast public affairs programming; (ii) Licensee may schedule downtime on the Station for routine maintenance; and (iii) Licensee may preempt or cancel any Programming as provided in Section 5 herein. Subject to Licensee's rights set forth herein, Programmer shall have the exclusive right to keep as its sole and exclusive property all monies, revenues (including but not limited to advertising revenues, sponsorships and "non-traditional" revenues), profits, royalties, fees, trades and other consideration arising from the Programming, including Programming distributed over-the-air or over the Internet (collectively, "Revenues").

Term. The term of this Agreement shall commence on the Commencement Date and shall continue for a period (the "Initial Term") ending eight (8) years after the Commencement Date and shall automatically be renewed for an additional period of eight (8) years following the expiration of the Initial Term (the "First Renewal Term") and then automatically be renewed for an additional period of eight (8) years following the expiration of the First Renewal Term (the "Second Renewal").

Term”), unless this Agreement shall have terminated pursuant to the terms hereof. Either party may, not less than ninety (90) days prior to the expiration of the Initial Term, First Renewal Term or Second Renewal Term, as applicable, provide written notice to the other party of its election not to renew this Agreement beyond the Initial Term, the First Renewal Term or the Second Renewal Term, as applicable.

Consideration. As consideration for the air time made available by Licensee hereunder during the Term, Programmer shall pay Licensee the amount as calculated on Schedule A hereto.

Licensee’s Responsibility for Expenses. Licensee shall be responsible for timely payment, from its own accounts, of the following operating costs of the Station:

- (a) salaries, payroll taxes, insurance, benefits and related costs of all personnel employed by Licensee in the operation of the Station;
- (b) power, electric and other utility bills for the Station’s transmission and tower facilities;
- (c) the Station’s telephone expenses;
- (d) income, gross receipts, excise and sales taxes related to the ownership of Licensee’s assets or the Station’s programming;
- (e) all Licensee costs related to any programming broadcast on the Station, including expenses relating to Licensee’s own programming broadcast on the Station, and specifically including all music licensing rights;
- (f) tower lease payments, power and other utility bills and maintenance costs for the Station’s studio/office location; and
- (g) costs and expenses (including legal costs and filing fees) incurred in connection with the Station’s compliance with the Communications Laws.

5. Licensee’s Authority. Notwithstanding anything to the contrary in this Agreement, Licensee shall have full authority and power over the operation of the Station at all times. Licensee shall be responsible for all programming it furnishes for broadcast on the Station and for the payment of the salaries of all of its employees, all of whom shall report solely to and be accountable solely to Licensee. Licensee shall retain the right to interrupt, cancel or preempt the Programming at any time if: (a) Licensee determines that the Programming (i) is not in the public interest, (ii) violates any Communications Law; or (iii) violates this Agreement; (b) necessary in case of an emergency or Emergency Alert System (“EAS”), or any successor system’s, activation; or (c) Licensee desires to provide programming that Licensee in its sole discretion determines to be of greater national, regional or local importance. However, any revenues realized by Licensee as a result of such interruption or preemption shall promptly be remitted to Programmer.

6. Programmer Responsibility for Expenses. All costs associated with the delivery of the Programming to the Station’s transmitter and/or studio shall be borne by Programmer.

7. Advertising and Programming Revenues. Subject to Schedule A hereto, Programmer shall retain all Revenues from Programming broadcast on the Station on or after the Commencement Date until termination of this Agreement. On the Commencement Date, all accounts receivable associated with the Station accruing before the Commencement Date shall be assigned to Programmer.

8. Political Advertising. Programmer shall cooperate and consult with Licensee concerning its policies and practices regarding political advertising and otherwise take such steps as may be necessary or appropriate in order to ensure Licensee's compliance with its obligations under the Communications Laws, with respect to the carriage of political advertisements and programs and the charges permitted therefor.

9. Licensee's Representations, Warranties and Covenants. Licensee represents to Programmer to the best of Licensee's knowledge and belief, without inquiry, that:

() Authorization. Licensee has all requisite power and authority to enter into this Agreement. This Agreement is duly executed, and constitutes the valid and binding obligation of Licensee, enforceable according to its terms.

() FCC Authorizations. Licensee holds all permits and authorizations necessary for the operation of the Station, to the full extent as such operations are currently conducted, including all FCC licenses, permits and authorizations. Licensee will continue to hold such licenses, permits and authorizations throughout the Term. Licensee is operating and shall operate the Station in material compliance with the Communications Laws.

() No Violation. Licensee is not in material violation of any statute, ordinance, rule, regulation, order or decree of any federal, state, local or foreign governmental agency, court or authority having jurisdiction over it or over any part of its operations or assets, which material default or violation would have an adverse effect on Licensee or its assets or on its ability to perform this Agreement.

() Compliance. Licensee shall be responsible for the Station's compliance with all applicable Communications Laws.

(e) Employees. Licensee shall retain a Station Manager who shall direct the day-to-day operation of the Station, and a Chief Operator, as that term is defined in the Communications Laws (who may also hold the position of Chief Engineer), who shall be responsible for ensuring compliance by the Station with the technical operating and reporting requirements in the Communications Laws.

(f) Main Studio. Licensee shall maintain a main studio for the Station, as that term is defined in the Communications Laws. Licensee shall maintain a public inspection file for the Station at its main studio.

(g) No Encumbrances. Throughout the Term, there shall be no liens or encumbrances on the Station's assets which would impede or prevent full and complete access to and use of the Station's facilities for the transmission of the Programming and the full performance by Licensee and by Programmer of their obligations under this Agreement.

(h) Music Licenses. Licensee maintains, and shall continue to make every effort to maintain, blanket licenses with the principal music licensing agencies, including, without limitation, ASCAP, BMI and SESAC. Programmer will reimburse Licensee for all such fees attributable to the Programming.

(i) Prompt Payment of Expenses. Licensee shall promptly pay when due any and all expenses or obligations of any kind and nature relating to the Station's operation, and shall take all steps necessary to ensure the continued uninterrupted use of the Station's equipment and facilities by Programmer.

(j) Class A Status. Licensee shall be responsible for ensuring the Station's compliance with the Children's Television Act of 1990 (47 U.S.C. §§ 303a and 303b) and the Community Broadcasters Protection Act of 1999 (47 U.S.C. § 336f), and the Communications Laws promulgated thereunder, including ensuring that the Station: (i) complies with the commercial limits established by the Children's Television Act of 1990; (ii) serves the educational and informational needs of children; (iii) broadcasts a minimum of eighteen (18) hours per day; and (iv) broadcasts an average of at least three (3) hours per week of programming produced within the Station's market area. Licensee shall be responsible for preparing all necessary reports and certifications and for placement of the same in the Station's public inspection file and for submitting such reports to the FCC.

10. Programmer's Representations, Warranties and Covenants. Programmer represents, warrants and covenants to Licensee that:

(a) Authorization. This Agreement has been authorized by all necessary company action, is duly executed, and constitutes the valid and binding obligation of Programmer, enforceable according to its terms.

(b) FCC Compliance. All Programming shall be in accordance with the Communications Laws and the reasonable standards established by Licensee. Programmer shall cooperate with Licensee so that Licensee may fulfill its obligations under the Communications Laws. Programmer shall consult with Licensee, as reasonably requested by Licensee, in the selection of the Programming to ensure that the content of the Programming contains matters responsive to issues of public concern in the Station's service area, as those issues are made known to Programmer by Licensee.

(c) Correspondence. Programmer shall promptly forward to Licensee any mail which it may receive from any agency of government or any correspondence from members of the public or other information it may receive relating to the Station or the Programming.

(d) Station Identification Announcements/EAS Tests. During all hours when Programmer is delivering the Programming, Programmer shall (i) include in the Programming, at the appropriate times, the hourly station identification announcement required to be broadcast over the Station; and (ii) maintain at the location from which the Programming is being originated a receiver capable of receiving test messages and alerts over the Emergency Alert System, which EAS receiver shall be continuously monitored. If an EAS test or alert is received during the hours when Programmer is delivering the Programming, Programmer shall cause the appropriate EAS test or alert message to be transmitted over the applicable Station and shall be responsible for ensuring that the receipt and broadcast of such EAS tests and alerts are properly recorded in such Station's log.

(e) Sponsorship Identification. Programmer shall include in the Programming the sponsorship identification/political advertising announcements with respect to advertising and other material included in the Programming as are required by the Communications Laws. In addition, Programmer shall provide to Licensee in advance any information known to Programmer regarding any money or other consideration which has been paid or accepted, or has been promised to be paid or to be accepted, for the inclusion of any matter as a part of any programming or commercial material to be supplied to Licensee by Programmer for broadcast on the Station, unless the party making or accepting such payment is identified in the program as having paid for or furnished such consideration, in accordance with the Communications Laws.

(f) Written Notice. Programmer shall give Licensee written notice of any material adverse event or information that affects the assets, business or financial matters of the Station. Such written notice from Programmer to Licensee shall be provided as soon as possible, but in any event, no later than five (5) days after Programmer becomes aware of (or should have become aware with the exercise of reasonable diligence) such material event or occurrence with respect to such Station.

(g) Class A Status. Programmer will assist Licensee with its obligations pursuant to Section 9(j) hereof by: (i) providing at least three (3) hours per week of children's programming during the Programming, including educational/informational programming, (ii) providing a minimum of eighteen (18) hours per day of Programming; and (iii) broadcasting an average of at least three (3) hours per week of Programming produced within the Station's market area. Programmer shall provide Licensee in a timely manner with all information required for the filing of all reports and certifications, including materials required to be filed at the FCC.

11. Right to Use Programs. The right to use Programmer's programs and to authorize their use in any manner and in any media whatsoever shall be, and remain, vested in Programmer.

12. Indemnification.

() By Programmer. Programmer shall indemnify, defend, and hold Licensee harmless from and against any and all claims, losses, costs, liabilities, damages, FCC forfeitures, and expenses (including reasonable legal fees and other expenses incidental thereto) of every kind, nature, and description, arising out of (i) the broadcast of the Programming under this Agreement; (ii) any misrepresentation or breach of any warranty of Programmer contained in this Agreement; and (iii) any breach of any covenant, agreement, or obligation of Programmer contained in this Agreement.

() By Licensee. Licensee shall indemnify, defend, and hold Programmer harmless from and against any and all claims, losses, costs, liabilities, damages, FCC forfeitures, and expenses (including reasonable legal fees and other expenses incidental thereto) of every kind, nature, and description, arising out of (i) Licensee's broadcasts over the Stations; (ii) any material misrepresentation of Licensee contained in this Agreement; and (iii) any breach of any covenant, agreement or obligation of Licensee contained in this Agreement.

() Notice. Neither Licensee nor Programmer shall be entitled to indemnification pursuant to this Section 12 unless such claim for indemnification is asserted in writing delivered to the other party, and, where such claim, loss, cost, liability, damage or defense involves a legal action, the party against whom indemnification is sought has been given written notice sufficiently in advance to permit such party to defend, contest, or compromise such action at its own cost and risk.

(c) Survival. The obligation of Programmer and Licensee to indemnify and hold each other harmless as set forth in this Agreement shall survive any termination of this Agreement and shall continue until the expiration of all applicable statutes of limitations as to the parties hereto and to claims of third parties.

13. Termination.

(a) Mutual Termination. This Agreement may be terminated by mutual consent.

(b) Termination Pursuant to Event of Default. In addition to other remedies available at law or equity, this Agreement may be terminated prior to the end of the Term as set forth below by either Licensee or Programmer by written notice to the other, if the party seeking to terminate is not then in material default or breach hereof, upon the occurrence of any of the following:

(i) This Agreement is declared invalid or illegal in whole or substantial part by an order or decree of an administrative agency or court of competent jurisdiction, if such order or decree has gone into effect and has not been stayed, and if the parties are unable to modify this Agreement to comply with applicable law.

(ii) The other party is in material breach of its obligations hereunder and has failed to cure such breach within ten (10) days after receipt of written notice of such breach from the party seeking to terminate; provided, however, that no such notice and cure period shall pertain for any failure by Programmer to make a payment due hereunder by the date therefor.

(iii) Any material representation or warranty made by either party to this Agreement, or in any certificate or document furnished by either party to the other pursuant to the provisions of this Agreement proves to have been false or misleading in any material respect as of the time made or furnished.

(d) Effect of Termination. Upon termination of this Agreement according to the provisions of this Section 13:

(i) The consideration provided for hereunder shall be prorated to the effective termination date of this Agreement;

(ii) Licensee shall cooperate reasonably with the Programmer to enable Programmer to fulfill advertising or other programming contracts then outstanding, in which event Licensee shall receive as compensation for the broadcast of such programming the payments which otherwise would have been paid to Programmer hereunder.

(iii) Neither party shall be permitted to remove any Station equipment without the consent of the other party; and

(iv) Licensee shall be entitled to acquire from Programmer at a fair market value any equipment owned by Programmer associated with the Station.

(d) No termination pursuant to this Section 13 shall relieve any party of liability it would otherwise incur for breach of this Agreement.

14. Notices. All notices, requests, demands, and other communications pertaining to this Agreement shall be in writing and shall be deemed duly given when delivered personally or mailed by certified mail, return receipt requested, postage prepaid, or by an overnight carrier that provides a written confirmation of delivery, to the parties as follows:

(a) if to Licensee, then to:

Milachi Media, LLC
33 East Market Street
Corning, NY 14830
Attn: William Christian, President

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

Drinker Biddle & Reath LLP
1500 K Street, N.W.
Suite 1100
Washington, DC 20005
Attn: Mark Denbo

(b) if to Programmer, then to:

WBGT, LLC
33 East Market Street
Corning, NY 14830
Attn: William Christian, President

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

Drinker Biddle & Reath LLP
1500 K Street, N.W.
Suite 1100
Washington, DC 20005
Attn: Mark Denbo

15. Modification and Waiver. No modification of any provision of this Agreement shall in any event be effective unless the same shall be in writing and then such modification shall be effective only in the specific instance and for the purpose for which given.

16. Construction. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of New York, without regard to the choice of law provisions thereof. Venue of any dispute arising out of this Agreement shall reside exclusively in the Court.

17. Headings. The headings contained in this Agreement are included for convenience only and no such heading shall in any way alter the meaning of any provision.

18. Counterpart Signatures. This Agreement may be signed in one or more counterparts, each of which shall be deemed a duplicate original, binding on the parties hereto notwithstanding that the parties are not signatory to the original or the same counterpart.

19. Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties and supersedes any and all prior agreements, arrangements, and understandings relating to the matters provided for herein. No amendment, waiver of compliance with any provision or conditions hereof, or consent pursuant to this Agreement, will be effective unless evidenced by an instrument in writing signed by the party to be charged therewith.

20. No Partnership Or Joint Venture Created. Nothing in this Agreement shall be construed to make Licensee and Programmer partners or joint venturers or to afford any rights to any third party other than as expressly provided herein.

21. Assignment. Neither Programmer nor Licensee may assign this Agreement without the prior written approval of the other party. Notwithstanding the foregoing, Programmer may assign this Agreement, without approval or consent of Licensee, to an entity controlled by Programmer.

22. Force Majeure. Any failure or impairment of facilities or delay or interruption in broadcasting the Programming, 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 any other *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 Programmer therefor.

23. Certifications.

(a) Licensee's Certification. Licensee hereby certifies that it shall maintain ultimate control over the Station's facilities and operations, including specifically control over the Stations' finances, personnel and programming, throughout the term of this Agreement.

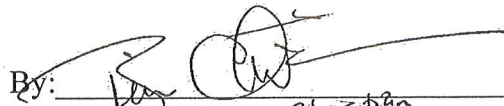
(b) Programmer's Certification. Programmer hereby certifies that it is qualified under Section 73.3555 of the FCC's rules, including all Notes thereto, to enter into this Agreement and to perform in accordance with its terms.

[signature page to follow]

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


PROGRAMMER:

WBGT, LLC

By: 
William Christian
President

LICENSEE:

MILACHI MEDIA, LLC

By: 
Paige Christian
Vice President and Secretary