

8. Obligations of the Company.

8.1 Comply with Agreement. The Company shall comply with its obligations under this Agreement.

8.2 Company's Obligations Regarding Company Facilities and Transmission Site. The Company shall maintain the Company Facilities in a good state of repair and in good operating condition, including, but not limited to, the painting and lighting (including a tower light monitoring system) thereof in accordance with the requirements of governmental authorities, and shall make any changes or alterations therein as may be required by any final non-appealable decision of a governmental authority having jurisdiction over the Company, a Broadcaster, the Transmission Site and/or the Company Facilities. The Company shall maintain the Transmission Site in a clean and safe condition. The Company agrees that in performing these acts it will take all reasonable precautions to avoid Objectionable Interference or other hindrance to and with the operations of each Broadcaster and, in the event that such Objectionable Interference to and with the operations of a Broadcaster does occur as the result of such action, will correct the same as soon as possible. The Company shall be responsible for maintaining, to the extent permitted by the utility providing service, utility lines to and upon the Company Facilities and Transmission Site.

8.3 Company's Obligations Regarding Transmitter Building. The Company shall maintain in a good state of repair and in good operating condition, the outer wall, foundation and roof of the Transmitter Building, as well as any space in the building which may be used in common by all of the Broadcasters. The Company agrees that in performing these acts it will take all reasonable precautions to avoid Objectionable Interference or other hindrance to and with each Broadcaster's operations and, in the event that such Objectionable Interference or hindrance does occur as the result of such action, will correct the same as soon as possible.

8.4 Utilities. The Company shall be obligated to construct the Transmission Facility with heating/cooling, internal and external lighting, power and power distribution completed in accordance with specifications approved by the Engineering Committee including, if determined practicable by the Company, the provision for separate metering of utilities for each Broadcaster. Subject to Section 7.5 above, the Company shall supply each Broadcaster with utilities as provided in this Section 8.4. Each Broadcaster agrees to reimburse the Company for its proportionate share of such utility expenses in accordance with Article 10 hereof.

(a) Electricity. The Company shall order public utility power to the Transmission Site in sufficient amount to meet the anticipated demands of each Broadcaster. Subject to the provisions of Section 8.3, each Broadcaster agrees that it will at its expense, install and maintain all electrical conduits from the terminal point on the Transmission Site selected by the Company to each Broadcaster's facilities.

(b) Water. The Company shall apply to the applicable public utility for water to be supplied to the Transmission Site in sufficient amount and pressure to meet the reasonable demands of the building, each Broadcaster, including simultaneous operation of the Broadcasters' RF "test loads." Subject to the provisions of Section 8.3, each Broadcaster agrees that it will, at its own expense, install and maintain all necessary facilities for the carrying of water to be used by it from a terminal point on or in the Transmission Site selected by Company, and that it will pay for all water used by the Broadcaster.

(c) Sewage. The Company shall be responsible for sewer lines or sewerage disposal facilities being available at the Transmission Site with such lines and/or facilities being adequate to meet the reasonable demands of each Broadcaster. Subject to the provisions of Section 8.3, each Broadcaster agrees that it will, at its own expense, install, service and maintain all necessary facilities for the carrying of all sewage discharged by it to the point on or in the Transmission Site selected by Company as the terminal point of the main sewer line or as the location for general sewerage disposal.

(d) Interruption. The Company reserves the right, without liability to the Broadcasters, to interrupt the electrical, water, sewer or other services at such time as may be necessary and for so long as may be reasonably required for the making of necessary repairs, alterations or improvements thereto. Except for Emergencies, such interruptions shall be during overnight hours (i.e. 1:00 AM – 5:00 AM). The Company shall make every effort to avoid interfering with any Broadcaster's television transmissions, and (except for Emergencies) shall provide each Broadcaster with prior written notice of any such interruption to the extent possible and request the consent of such Broadcaster which consent shall not be unreasonably withheld, conditioned or delayed. If the Company is unable for any reason to provide such prior written notice and obtain such prior written consent, the Company shall provide each Broadcaster with immediate notice of such interruption and the reason therefor.

(e) Separate Metering. The Company shall explore the feasibility and practicality of providing separate metering of utilities for each Broadcaster so that, to the extent reasonably possible, each Broadcaster's relative use of utilities is calculable.

8.5 Access. The Company shall keep the Transmission Facility and Transmission Site in a clean and safe condition. The Company shall maintain such access roads and connecting roads or driveways in good repair and shall use its best reasonable efforts to keep such roads open and passable at all times of the year.

8.6 Reasonable Precautions. The Company shall take all reasonable precautions to avoid Objectionable Interference or other hindrance to and with the

operations of each Broadcaster, and, in the event that such Objectionable Interference or hindrance does occur as the result of such action, the Company will take such actions as are necessary to have such Objectionable Interference or hindrance corrected as soon as reasonably possible.

8.7 Governmental Requirements. The Company shall obtain such federal, state or local approvals or permits as are required to construct the Transmission Facility, including, but not limited to, complying with applicable FAA and FCC registration and other applicable requirements. The Company may from time to time obtain other approvals and permits not necessarily required, but deemed appropriate by the Management Committee in its discretion. The Company shall register the Tower with the FAA and FCC and provide the assigned tower registration number to each Broadcaster.

8.8 Covenant of Quiet Enjoyment. The Company warrants that it has the right to enter into this Agreement and that each Broadcaster, upon faithfully performing and fulfilling its obligations hereunder, shall peaceably and quietly hold and enjoy the Transmission Facility and Transmission Site upon the terms, covenants and conditions set forth in this Agreement.

8.9 Secure Facility. The Company shall provide to each Broadcaster, a physically separate and secure location for its Equipment in the Transmission Facility. Each Broadcaster shall have sole access to its respective secure area; provided, however, the Company shall retain the right and means to obtain access to such secure area at any time for emergency and safety reasons or for reasons related to this Agreement, the maintenance of such secure area by technicians and others whose presence and access are permitted pursuant to the Company Agreement and/or by the Engineering Committee.

8.10 RF and Other Regulatory Compliance. The Company shall take all appropriate measures to ensure that the use of the Transmission Facility and Transmission Site complies in all respects with FCC rules and regulations, including without limitation, the FCC guidelines regarding human exposure to RF radiation as well as all other applicable regulations issued by any other federal, state or local governmental entity with jurisdiction over the Transmission Facility, the Broadcasters or the Company. The Company shall (a) have prepared by a qualified engineering consultant, a study of the RF levels at the Transmission Site and a plan for the use of the Transmission Facility and Transmission Site in conformance with said regulations (the "RF Exposure Plan") and (b) monitor RF radiation from time to time and in such manner as is determined by the Engineering Committee

8.11 Third Parties. At any time the Company enters into a Third Party Lease, the Company shall, notwithstanding anything contained in this Agreement to the contrary, require that each Third Party Lease: (i) provide at a minimum that the Third Party Lease obligates such Third Party to comply with the requirements of Sections 8.2, 8.3 and 8.4 and Articles 5, 6, 9, 12, 16, 17, 18 and 21 of this Agreement or provisions substantially the same that are contained in the Third Party Lease;

(ii) contain an acknowledgement that the Broadcasters, vis-à-vis any Third Party, shall be entitled to priority transmission rights under this Agreement; (iii) indicate that use by a Third Party of the Transmission Facility or Transmission Site shall be expressly conditioned upon whether or not capacity exists to accommodate such Third Party and its intended use thereof; (iv) state that such Third Party covenants and agrees to comply with any and all federal, state and local statutes, laws, regulations, pronouncements, administrative guidelines, etc. applicable to the Transmission Facility or Transmission Site; and (v) assure that Section 2.4 is complied with.

9. Common Obligations of all Broadcasters Regarding Objectionable Interference. Each Broadcaster recognizes that the Company may lease space on or in the Transmission Facility for the operation of television stations, Equipment and other purposes authorized by the Company, by parties other than the Broadcasters (such other parties being referred to as a "Third Party" or "Third Parties"). Any Third Party user of the Transmission Facility or Transmission Site shall not be party to this Agreement and will obtain their rights pursuant to a separate and independent lease document ("Third Party Lease").

9.1 Initial Tests. Subject to subsection 9.1(c) hereof, no Broadcaster may commence transmitting, change or alter its transmission characteristics in such a way that would require FCC notification or approval, or increase power ("each a Broadcast Activity" or collectively "Broadcast Activities") unless and until the following steps have been taken:

(a) Plans and Designs. The plans and specific designs (including both physical and radiation details) for its installation and operation (as required under Section 9.2) have been submitted to and approved by the Engineering Committee in writing. The Engineering Committee shall have the right to circulate said plans and specific designs among the Broadcasters, and may consider any comments from said parties in determining whether or not to grant its approval thereof. Such approval shall not be unreasonably withheld, conditioned or delayed. Any disapproval shall be justified and in writing, describing the probable interference or problem relied upon for such disapproval.

(b) Tests. Tests have been made which determine, so far as it is practicable to do so by preliminary tests, that the proposed Broadcast Activity can be conducted without causing Objectionable Interference to a Broadcaster's existing operations or proposed operations then under consideration. If any Broadcaster believes in good faith that the types of tests proposed to be used are not appropriate, the questions can be referred by such Broadcaster to the Engineering Committee in accordance with Article 12 hereof, which shall prescribe the type of tests which must be used. The expense of the tests used shall be paid by the Broadcaster desiring to initiate the particular Broadcast Activity.

(c) Commencement Without All Broadcasters. Notwithstanding the foregoing provisions of this Section 9.1 and subsection 6.1(e) hereof, if

for any reason, beyond the reasonable control of a Broadcaster, less than all of the Broadcasters are able to commence transmission from the Transmission Facility at the same time, the Management Committee may establish the time at which those Broadcasters which are ready to commence transmission from the Transmission Facility may commence transmission without being accompanied by all other Broadcasters. Before selecting a commencement date for less than all Broadcasters, the Management Committee shall: (i) notify all Broadcasters of the scheduled commencement date; and (ii) exert its reasonable best efforts to maximize testing to avoid a situation that would delay participation of any Broadcaster in commencing transmission with all other Broadcasters. At such time as a delayed Broadcaster is ready to commence transmission, all reasonable efforts shall be undertaken, pursuant to this Agreement, to coordinate the delayed Broadcaster's transmission with the transmissions of other Broadcasters so as to avoid Objectionable Interference in the same manner as if all Broadcasters had commenced transmission at substantially the same time as originally contemplated.

9.2 Submission of Plans – Objections Arbitration. Before any Broadcaster may commence a Broadcast Activity, plans and specific designs for such Broadcast Activity shall be submitted to the Engineering Committee which will notify the Broadcaster proposing to commence such Broadcast Activity whether it has any objections thereto on the grounds that Objectionable Interference, as hereinafter defined, or structural or architectural problems will or may result. If the Engineering Committee shall object to such plans and specific designs, and the Broadcaster proposing to commence the Broadcast Activity shall be unwilling to alter them to meet such objections, such dispute shall be resolved under Article 12 hereof.

9.3 Initial Equality. Once all Broadcasters have commenced initial transmission from the Transmission Facility in accordance with this Agreement ("Initial Transmission"), no Broadcaster shall have priority over another with regard to Objectionable Interference resulting from the Initial Transmission, unless such priority is imposed by FCC rules or regulations.

9.4 Objectionable Interference – When It Exists. Objectionable Interference to a Broadcast Activity shall be deemed to exist if:

(a) FCC Representative. A determination to that effect is made by an authorized representative of the FCC; or

(b) FCC Rules. A condition exists which constitutes interference within the meaning of the provisions of the rules and regulations of the FCC at the time in effect; or

(c) Impairment of Signal. There is a material impairment (caused by another Broadcaster as determined in accordance with Article 12 hereof) of the quality and strength of any signal authorized by the FCC

license of a Broadcaster in any material portion of the service area of such signal as such area is or may be defined by the FCC at any hour during the period of operation of such activity beyond that resulting from the Initial Transmission; or

(d) Material Interference. A Broadcaster is prevented from using or having access to its Equipment at reasonable and usual times to an extent which interferes to a material degree with the operation or maintenance thereof, it being understood that a reasonable temporary interference (as authorized by subsection 8.4(d) above) which does not materially interfere with the operation or maintenance of the said Equipment and which is occasioned by the installation of new Company Facilities by the Company or Equipment by another Broadcaster or by repairs to or maintenance of existing Company Facilities by the Company or Equipment of another Broadcaster shall not be considered Objectionable Interference.

(e) Allowed by FCC. Objectionable Interference shall not be deemed to exist to the extent interference is permitted by prevailing FCC rules and regulations.

9.5 Objectionable Interference – Responsible Broadcaster. Objectionable Interference to a Broadcast Activity may be caused by:

(a) Type (i). The Initial Transmission, even if the fact that Objectionable Interference caused thereby is not discovered at the time of such initiation or installation ("Type (i)"); or

(b) Type (ii). Any change by a Broadcaster in its conduct of a Broadcast Activity subsequent to Initial Transmission; or the failure of a Broadcaster to maintain its Equipment properly, to replace defective Equipment or to operate in general in accordance with good engineering practice that conforms to then current engineering industry standards ("Type (ii)"); or

(c) Type (iii). Something beyond the control of any of the Broadcasters which causes intermodulation interference by Broadcasters from the Transmission Site in and of itself, to have that effect without any fault, either of commission or omission, by any Broadcaster, or any other circumstance which is not covered by subsections 9.5(a) or (b) hereof ("Type (iii)").

(d) Expense of Correction. If the Objectionable Interference is caused by Type (i), Type (ii) or Type (iii), the responsibility for and expense of correction thereof shall be upon the Responsible Broadcaster as determined in accordance with Article 12 which determination may assess responsibility therefore against the Company, a Responsible Broadcaster

and/or any combination thereof as deemed appropriate in the circumstances. Each Broadcaster shall extend its full cooperation to the Company and to the other Broadcasters in seeking the correction of any such Objectionable Interference.

(e) The Responsible Broadcaster. The Broadcaster upon whom the responsibility for correcting Objectionable Interference is placed is hereinafter referred to as the "Responsible Broadcaster." No Broadcaster shall be deemed to be a "Responsible Broadcaster" until such determination is rendered pursuant to Article 12 of this Agreement.

9.6 Objectionable Interference – Responsible Broadcaster Must Discontinue. If at any time there shall be Objectionable Interference to a Broadcast Activity, the Responsible Broadcaster shall, if the Broadcast Activity interfered with is one theretofore properly initiated in accordance herewith:

(a) Discontinue Activity. With respect to Type (ii) or Type (iii) Objectionable Interference, immediately discontinue the interfering activity, except during periods when the Broadcast Activity being interfered with is not being conducted, until such Objectionable Interference can be corrected, or may, in lieu of so discontinuing such interfering activity, transfer it to a temporary or auxiliary antenna if such Objectionable Interference will thereby be eliminated and if the use of such a temporary or auxiliary antenna is available, or if such Objectionable Interference cannot be corrected, the Responsible Broadcaster shall permanently discontinue the interfering activity; and

(b) Corrective Action. If such Type (ii) or Type (iii) Objectionable Interference is caused by the Equipment used or installed for use in connection with a Broadcast Activity of the Responsible Broadcaster, then the Responsible Broadcaster shall correct the Objectionable Interference or remove or deactivate that portion of its Equipment which is causing such Objectionable Interference.

9.7 Objectionable Interference – Correction By Protective Devices. If in order to correct Objectionable Interference caused by its Broadcast Activities or Equipment a Broadcaster shall desire at its expense to attach protective devices to the Equipment of one or more other Broadcasters, said other Broadcasters will consent thereto if there will result no Objectionable Interference with the conduct or use of any of its or their Broadcast Activities or Equipment; provided, however, that the first mentioned Broadcaster shall immediately remove such protective devices if at any time thereafter there results any such Objectionable Interference.

9.8 Objectionable Interference – Failure to Comply with FCC Regulations. In case any Broadcaster shall fail to operate in material conformity with the rules and regulations of the FCC at the time in effect, and there shall be Objectionable Interference to its operations, which Objectionable Interference would not exist if

such Broadcaster operated in conformity with said rules and regulations, then such Broadcaster shall not be entitled to the protection provided for in this Article 9 against such Objectionable Interference so long as its failure to operate in conformity with said standards shall continue.

9.9 Objectionable Interference – Cooperation of All Broadcasters. In addition to the specific obligations imposed by this Agreement, each Broadcaster will endeavor in good faith to conduct its operations in accordance with the intent of this Agreement and will cooperate with the other Broadcasters so as to anticipate, prevent or correct any Objectionable Interference. To this end, each Broadcaster will, upon request of any other Broadcaster, exchange with such other Broadcaster full information as to operations from the Transmission Site including copies of maintenance records. In all cases, including, but not limited to cases of Objectionable Interference, each Broadcaster agrees to cooperate with the Company and all other Broadcasters by reducing power, removing its carrier from the air or transferring power to its emergency antenna if necessary in order to permit persons to work on the Transmission Site in compliance with Article 15 herein. Each Broadcaster shall restrict its own repair work to periods of time least disruptive to the other Broadcasters, as determined by the Engineering Committee.

9.10 Objectionable Interference – Legal Damages. It is not the intention of the parties that the arbitration and other remedies provided for in Article 12, or otherwise in this Agreement, shall deprive any Broadcaster of the right also to seek legal damages against any other Broadcaster for any injury or loss that may be suffered by such Broadcaster because of Objectionable Interference as defined herein which some other Broadcaster has caused or bears the responsibility to correct under the terms of this Agreement. Notwithstanding the foregoing; however, each Broadcaster shall be subject to the limitations contained in Article 19 hereof in seeking such damages. The provisions hereof for protection against Objectionable Interference are of the essence of this Agreement between the Company and the respective Broadcasters and such Objectionable Interference will or may result in immediate and irreparable loss and damage to the Broadcaster suffering such Objectionable Interference and the loss or damage will be such that money damages in an action at law cannot fully compensate therefor. Accordingly, in the event a Responsible Broadcaster continues to cause Objectionable Interference to another Broadcaster, said adversely affected Broadcaster shall, in addition to other available remedies, be entitled to appropriate injunctive and other equitable relief; provided that it has first exhausted its remedies under Article 12 hereof.

9.11 Objectionable Interference – Notice Thereof. Whenever a Broadcaster shall be of the opinion that there is Objectionable Interference to a Broadcast Activity conducted by it and that another Broadcaster is under an obligation to correct said Objectionable Interference, such Broadcaster shall, without prejudice to its other remedies and before submitting such dispute to dispute arbitration under Article 12 hereof, give written notice thereof to the alleged Responsible Broadcaster.

9.12 Objectionable Interference – Obligations of Responsible Broadcaster After Arbitration. In case a question or questions in regard to Objectionable Interference by a Broadcast Activity of a Broadcaster or Equipment used or installed for use in connection therewith shall have been submitted to arbitration in accordance with the provisions of Article 12 and shall have been decided in favor of the complaining Broadcaster, and the Responsible Broadcaster shall fail to comply with the provisions of Section 9.6 within three (3) business days after receiving notice of the decision of the arbitrators (or such longer period as the complaining Broadcaster may consent to in writing), the Responsible Broadcaster shall forthwith discontinue the interfering Broadcast Activity, but the full amounts owing by such Broadcaster under this Agreement for the period prior to such termination and for the remainder of this Agreement shall remain due and payable unless the decision of the arbitrators was to the effect that the Objectionable Interference could be eliminated only by the cessation of the Broadcast Activities of the particular Broadcaster from the Transmission Site.

In the event rights under this Agreement have been terminated in accordance with this Agreement, the Broadcaster shall have the right during the remainder of the Agreement term to reinstate its entitlement to rights hereunder provided that as to the resumption of its Broadcast Activity, it complies with all the provisions hereof relating to the initiation of a Broadcast Activity.

10. Obligations of Each Broadcaster To Pay Expenses. Commencing on the Transmission Facility Acceptance Date, or, if such date is not the first day of a calendar month, on the first day of the calendar month next succeeding the calendar month in which the Transmission Facility Acceptance Date falls, and quarterly thereafter, each of the Broadcasters shall, in return for the rights, interests and privileges granted herein, pay to the Company, in advance, a monthly transmission fee as set by the Management Committee from time-to-time. The Management Committee shall from time-to-time determine the transmission fee allocable to each Broadcaster (in accordance with their respective ownership units in the Company), including increases in the transmission fee to cover shortfalls or increases in costs associated with the Company's ownership and operation of the Transmission Facility and Transmission Site.

11. Term; Termination; Rights and Obligations at Termination.

11.1 Term. Subject to this Article 11, each Broadcaster shall be entitled to the benefits of this Agreement for so long as it remains a member in good standing in the Company and is not in default beyond any curative period under either this Agreement, the Company Agreement, the Contribution Agreement or any other agreement that a Broadcaster enters into with the Company. Notwithstanding the foregoing provisions of this subsection 11.1 or this Article 11, no Broadcaster shall be deemed to be in default under this Agreement by virtue of such Broadcaster's actions or intentions under the Leaseback described in Section 2.3 of the Contribution Agreement. In addition, no default by a Broadcaster under this Agreement shall constitute a default under the Leaseback.

11.2 Terminated Broadcaster – Failure to Observe Obligations:

(a) Failure to Observe Obligations. If a Broadcaster shall fail to perform or comply in any material respect with any of its obligations under this Agreement, the Company Agreement, the Contribution Agreement or any other agreement entered into between the Company and a Broadcaster, then the Company shall give written notice to the non-complying Broadcaster, and if such party does not cure such default to the reasonable satisfaction of the Company within thirty (30) days after receipt of such notice (such thirty (30) day period shall be extended for no more than an additional sixty (60) days provided such cure cannot be reasonably achieved within such thirty (30) day period and the Broadcaster is diligently taking all reasonable efforts to cure such default), then without limitation of any other right or remedy of the non-defaulting party hereunder at law or in equity, this Agreement may be terminated as to such Broadcaster at the option of the Company. Upon such termination, a Broadcaster hereby expressly, willingly and knowingly consents to the following as a terminated Broadcaster: (i) except for the Exempt Property (as hereafter defined), the terminated Broadcaster hereby forever relinquishes and assigns to the Company all of its right, title and interest in the Property and/or cash sold, contributed or required to be contributed to the Company through the termination date as reasonable liquidated damages and not as a penalty; and (ii) the terminated Broadcaster hereby forever relinquishes and assigns to the Company all of its right, title and interest to its entire membership interest in the Company and all right, title and interest under this Agreement. Each Broadcaster hereby expressly acknowledges the unique nature of the business venture being undertaken by the Company and the Broadcasters pursuant to the Company Agreement, this Agreement and the Contribution Agreement. In addition, each Broadcaster expressly acknowledges the importance of the Broadcasters' collective participation in the Company. Based on all of the foregoing, each Broadcaster acknowledges that it would be virtually impossible to calculate damages associated with a Broadcaster's termination pursuant to this subsection 11.2(a) and that therefore the liquidated damages remedy provided for herein is reasonable and is not and should not be construed as a penalty. For purposes of this Agreement, "Exempt Property" shall be defined as each such terminating Broadcaster's antennae, transmitter, transmission line and all other Equipment owned by the Broadcaster located in or on the Transmission Facility that may be removed without causing material damage to Company property.

(b) Effect of Arbitration. If any dispute arises under this Article 11 and such matter is submitted to arbitration under Article 12 hereof, the applicable cure periods provided hereunder shall be tolled until completion of the arbitration and unless the arbitrators otherwise specifically provide in their decision, the Broadcaster shall have only the

period remaining under such applicable cure periods within which to comply with the final decision of the arbitrators.

11.3 Accounting Upon Termination. Upon the expiration or earlier termination of this Agreement, the Company shall deliver to Broadcaster a final accounting, reflecting the remaining funds owed the Company by such Broadcaster and such Broadcaster shall pay such unpaid amount within ten (10) days after receipt thereof. Upon such termination, and, upon request of Broadcaster, the Company shall make available to Broadcaster access to all books, records or other documents to enable Broadcaster to comply with any requirements of law or in response to any order of court.

11.4 Termination Without Prejudice To Other Rights. The termination of this Agreement (whether by expiration of time or earlier in accordance with this Article 11) shall not prejudice or limit the rights of either party against the other, whether at law or in equity, for any default under or breach of this Agreement, the Company Agreement, the Contribution Agreement or any other agreement entered into between the Company and the Broadcaster.

11.5 Obligations of Broadcasters. Upon termination of the rights of a Broadcaster hereunder, such Broadcaster shall, within ten (10) days of such termination, at its own expense if directed by the Company, and in accordance with Section 7.3, remove and vacate from the Transmission Facility and the Transmission Site all such Broadcaster's Exempt Property.

11.6 Termination of Entire Agreement. This Agreement shall terminate in its entirety with respect to all parties only upon the first to occur of: (i) there being no remaining Broadcasters who are members of the Company, (ii) termination and dissolution of the Company, or (iii) written approval of all the remaining Broadcasters and the Company.

12. Engineering Committee.

12.1 Formation. Each Broadcaster shall designate one qualified broadcast engineer or technician to serve on the Engineering Committee, to perform the functions provided for in this Agreement within the scope of the Engineering Committee's authority as set forth in Section 12.2 below, until a successor representative is designated by the Broadcaster appointing such representative. A qualified alternate representative shall be designated by any Broadcaster whose regular representative is unable to attend any meeting. A Broadcaster's Engineering Committee representative shall have, with respect to matters to be decided by the Engineering Committee, a vote, expressed as a percentage, equal to the Pro-Rata Share (as defined in the Company Agreement) of the Broadcaster that appointed such representative (an "Engineering Committee Voting Percentage"). For example, assuming there are 100 total Units (as defined in the Company Agreement) issued and outstanding at the time of an Engineering Committee vote, a Broadcaster holding 25 Units would have a 25/100ths Pro Rata Share, and such Broadcaster's Engineering

Committee representative would have a 25% Engineering Committee Voting Percentage. Engineering Committee representatives who represent more than 50% of the Engineering Committee Voting Percentages must be present at any meeting of the Engineering Committee to constitute a quorum; provided, however, the quorum requirement for the technical dispute resolution process set forth in Section 12.4 below shall be as provided in Section 12.4(d) below. The Engineering Committee shall act promptly on all matters referred to it and, unless otherwise provided for herein, shall decide each matter within its authority by the affirmative vote of more than 50% of the Engineering Committee Voting Percentages.

12.2 Scope of Authority. The Engineering Committee shall be charged with monitoring, administering and resolving technical matters submitted, delegated or assigned to it by the Management Committee. The day-to-day non-technical administrative function of the Company shall be reserved to the Management Committee as provided in Article IV of the Company Agreement. For example, the Engineering Committee shall deal with a dispute between any two or more Broadcasters as to the result of any tests conducted as provided in Article 9, or as to the determination of the Responsible Broadcaster within the meaning of Article 9, or as to whether there is Objectionable Interference within the meaning of Article 9, or as to whether a Broadcaster is not entitled to protection against Objectionable Interference because of its failure to operate in conformity with the rules and regulations of the FCC as provided herein, or as to the attachment or removal of protective devices, or as to any dispute arising under Article 9, or any other technical matter related to the Transmission Facility or Transmission Site arising under this Agreement. Pending the resolution of a dispute pursuant to this Article 12, the Engineering Committee shall, if it deems required by the circumstances, be empowered to grant immediate but temporary relief to the aggrieved party, which temporary relief may be enforced by the aggrieved party being entitled to obtain temporary injunctive relief from a court of competent jurisdiction without being required to follow any additional procedures under this Article 12. At such time as the dispute is resolved in accordance with this Article 12, such temporary relief shall be dissolved in favor of the resolution required by this Article 12.

12.3 Procedures. Except as specifically required by Section 12.4 hereof, or except as required by the Management Committee, the Engineering Committee shall determine how and when they meet, the notice requirements for such meetings and the manner in which they report their decisions and actions to the Company; provided, however, the Engineering Committee shall be obligated to meet no less often than monthly and to prepare written minutes regarding each such meeting and deliver a copy of such minutes to the Management Committee. In the event the Engineering Committee does not establish such procedures in written form and deliver a copy thereof to the Management Committee for approval within ninety (90) days after the execution date of this Agreement, the Management Committee may establish such procedures on behalf of the Engineering Committee and the Engineering Committee shall be obligated to abide by such procedures. Any member of the Management Committee may attend a meeting of the Engineering Committee. Any member of the Engineering Committee may attend and vote (subject to the

provisions of subsection 12.4(a)) by phone and meetings of the Engineering Committee may be held by telephone conference.

12.4 Dispute Resolution. In the event a technical dispute within the scope of the Engineering Committee's authority arises between one or more Broadcasters, the following procedures shall apply:

(a) Engineering Committee Level. Subject to subsection 12.4(d) hereof, each Broadcaster involved in the dispute shall submit in writing its position regarding the disputed matter to the Engineering Committee. Each disputing Broadcaster shall be entitled to participate in hearings and discussions held by the Engineering Committee regarding such disputed matter. Only representatives on the Engineering Committee shall be entitled to vote on resolution of the issue in dispute, and such decisions shall be made by the affirmative vote of more than 50% of the Engineering Committee Voting Percentages. The Engineering Committee shall be required to render its decision on the matter in dispute, in writing (setting forth an explanation of its actions and its reasoning), no later than seven (7) business days after receipt of the written positions of the disputing Broadcasters. Such written decision and the vote of the Engineering Committee shall be delivered to the Company and each Management Committee member.

Regardless of the decision of the Engineering Committee, or the vote in favor thereof, or if the Engineering Committee fails to agree upon a resolution of the disputed matter within such seven (7) business day period, either or all of the disputing Broadcasters may appeal the decision of the Engineering Committee (or failure to render a decision) to the Management Committee by filing with the Management Committee a written notice of appeal within seven (7) business days after receipt by a disputing Broadcaster of the written decision and vote of the Engineering Committee, or if no decision is rendered, within seven (7) business days after when the Engineering Committee was required to render a decision. Upon receipt of a written notice to appeal the decision of the Engineering Committee, the Management Committee shall proceed as described in subsection 12.4(b) hereof. If any disputing Broadcaster fails to deliver to the Management Committee, a written notice of appeal within such seven (7) business day period, the decision of the Engineering Committee (even though it was not unanimous) shall be binding in all respects on the non-appealing disputing Broadcasters and such dispute shall be considered fully resolved and non-appealable as to such non-appealing Broadcasters.

(b) Management Committee Level. Subject to subsection 12.4(d) hereof, each Broadcaster involved in the dispute shall submit in writing its position regarding the disputed matter to the Management Committee. Each disputing Broadcaster shall be entitled to participate in hearings and discussions held by the Management Committee regarding such disputed

matter. Only representatives on the Management Committee shall be entitled to vote on resolution of the issue in dispute, and such voting shall be in accordance with the Company Agreement. The Management Committee shall be required to render its decision on the matter in dispute, in writing (setting forth an explanation of its actions and reasoning), no later than seven (7) business days after receipt of the written positions of the disputing Broadcasters. Such written decision and the vote of the Management Committee shall be delivered to the Company and each Management Committee member.

Regardless of the decision of the Management Committee, or the vote in favor thereof, or if the Management Committee fails to agree upon a resolution of the disputed matter within such seven (7) business day period, either or all of the disputing Broadcasters may appeal the decision of the Management Committee (or failure to render a decision) to the Technical Arbitration Committee by filing with the Management Committee a written notice of appeal within seven (7) business days after receipt by a disputing Broadcaster of the written decision and vote of the Management Committee, or if no decision is rendered, within seven (7) business days after when the Management Committee was required to render a decision. Upon receipt of a written notice of appeal regarding the decision of the Management Committee, the Management Committee shall proceed as described in subsection 12.4(c) hereof. If any disputing Broadcaster fails to deliver to the Management Committee, a written notice of appeal within such seven (7) business day period, the decision of the Management Committee (even though it was not unanimous) shall be binding in all respects on the non-appealing disputing Broadcasters and such dispute shall be considered fully resolved and non-appealable as to such non-appealing Broadcasters.

(c) Technical Arbitration Committee Level. The Technical Arbitration Committee shall be composed of not less than three (3) qualified individuals, none of whom has been an employee of any of the parties or of an Affiliate of a party for at least one (1) year prior to the dispute. A qualified individual shall be a professional engineer with at least five (5) years of experience as an engineer in the broadcast industry. Each disputing side shall select one member of the Technical Arbitration Committee. The arbitrators selected by the disputing sides shall select one or more additional members of the Technical Arbitration Committee in order that the total number of members be an odd number. In the event that said parties are unable or unwilling to agree upon the members of the Technical Arbitration Committee, such member or members shall be selected by the American Arbitration Association. The decision of a majority of such Technical Arbitration Committee shall be accepted by and shall be binding upon all concerned. The Technical Arbitration Committee shall be empowered to determine the existence of Objectionable Interference, the Responsible Broadcaster, the applicable

remedy and the time frame in which any cure shall be implemented and resolve any other technical disputes brought before it. The expense of such arbitration shall be apportioned among the parties hereto in such manner as the Technical Arbitration Committee deems fair. The decision of a majority of the arbitrators as to the existence of Objectionable Interference and as to the responsibility therefor (including a written explanation of the factual findings and reasoning upon which such decision is based), shall be made in writing within fifteen (15) days after the submission of the dispute to the Technical Arbitration Committee, and shall be binding upon the Management Committee, the Broadcasters and Engineering Committee and in any litigation among the Broadcasters and the Company. The Technical Arbitration Committee shall conduct itself in accordance with the then prevailing commercial arbitration rules of the American Arbitration Association.

(d) Quorum Requirements for Engineering and Management Committees. No dispute submitted to either the Engineering Committee or the Management Committee under the technical dispute resolution process set forth in this Section 12.4 shall be arbitrated or decided by either such Committee unless all members of such Committee are present to consider the dispute and render a decision thereon (the "Quorum Requirement"). In the event the Quorum Requirement is not met, any such dispute shall be submitted to the Technical Arbitration Committee for resolution under subsection 12.4(c) hereof.

12.5 Regulations. The Engineering Committee shall be empowered from time-to-time to issue, update, or modify regulations or directives regarding any technical matters within its scope of authority under this Agreement.

12.6 Conflict. If Article 12 conflicts in any respect with the Company Agreement, Article 12 shall prevail.

13. Use by Third Parties. In the event a Third Party offers to lease space on the Transmission Facility, or in the event that any Broadcaster offers to lease space on the Transmission Facility for a purpose not provided for in Section 2.4 hereof, the Company may refer such offer to the Engineering Committee to determine the technical feasibility of the proposal.

14. Mechanics Lien. If a notice of mechanics lien is filed against the Transmission Facility, Transmission Site or any building, for, or purporting to be for, labor or material alleged to have been furnished, or to be furnished to, or for a Broadcaster, and if a Broadcaster shall fail to take such action as shall cause such lien to be discharged within fifteen (15) days after the filing of such notice, the Company may, at its option, discharge the same by deposit or by bonding proceedings, and in the event of such deposit or bonding proceedings, the Company may require the lienor to prosecute the appropriate action to enforce the lienor's claim. In such case, the Company shall give immediate written notice to Broadcaster of such pending action or proceeding so that Broadcaster may have an opportunity to legally contest or

defend the action or proceeding. If, after such notice to Broadcaster a judgment is recovered on the claim, the Company, at its option may pay the judgment. Any amount paid or expense incurred or sum of money paid by the Company by reason of the failure of Broadcaster to comply with the foregoing provisions of this paragraph, or in defending any such action shall be paid to the Company by Broadcaster plus interest at the higher of 10% per annum or the then prevailing prime rate as reported from time to time by The Wall Street Journal, or the successor publication thereto.

15. Compliance with Applicable Laws. The parties hereto agree to comply with, conform to, and abide by all applicable laws, regulations, rules and orders of all governmental agencies and authorities, including, but not limited to, the conditional use or other permit issued by the county having jurisdiction over the Company, the Transmission Facility and Transmission Site. If any such law, regulation, rule or order conflicts with any provision of this Agreement, such provision shall be deemed modified and subordinated to such law, regulation, rule or order. The Company shall be solely responsible for obtaining (with the assistance and cooperation of the Broadcasters) any license, permit, or other approval which may be required by any governmental agency or authority for Company operations hereunder.

Broadcaster further agrees to comply with, conform to and abide by the rules and regulations governing activities and conduct on the Transmission Facility and Transmission Site which may be promulgated by the Engineering Committee and/or the Management Committee from time-to-time. Each Broadcaster shall also consult with and cooperate fully with the Company with regard to any license, permit or other approval deemed necessary or advisable by the Company to obtain with regard to the Company's ownership and operation of the Transmission Facility and Transmission Site and the Company's obligations under this Agreement.

The Management Committee and the Engineering Committee shall act reasonably and in good faith consistent with the purposes of the Company as set forth in Section 2.03 of the Company Agreement. When approval of the Management Committee and/or the Engineering Committee is sought by a Broadcaster, such approval shall not be unreasonably withheld, conditioned or delayed.

16. Publicity Regarding Broadcasting from the Transmission Facility.

16.1 Permitted and Restricted Publicity. Each Broadcaster may announce, advertise or otherwise publicize that it is broadcasting or intends to broadcast from the Transmission Facility or Transmission Site; provided, however, that a Broadcaster may not announce, advertise or otherwise claim or publicize in any manner, directly or indirectly:

(a) Location. Its location or position on or in the Transmission Facility or Transmission Site;

(b) Height. That it is broadcasting or intends to broadcast from an antenna location higher on the Transmission Facility than that of any other Broadcaster;

(c) Antenna Height. The fact that such height is greater than that of any other Broadcaster; or

(d) Antenna Location. That for any other reason the location of its antenna on the Transmission Facility is more advantageous than that of any other Broadcaster; nor shall the Company or any other Broadcaster be permitted to publicize any such matters.

Notwithstanding any of the foregoing to the contrary, a Broadcaster may list the height of its antenna in standard industry statistical reference factbooks and rate publications or make publications or announcements required by FCC or FAA rules or regulations.

16.2 Remedy Upon Breach. This provision is of the essence of this Agreement between the Company and the respective Broadcasters and breach thereof by any Broadcaster will or may result in immediate and irreparable loss and damage to other Broadcasters and the loss or damage will be such that money damages in an action cannot fully compensate therefor. Accordingly, should Broadcaster breach this provision:

(a) Liquidated Damages. Broadcaster shall be obligated to pay liquidated damages (and not a penalty) to each other Company Broadcaster affected thereby in the amount of \$5,000 for each such breach, plus any fees or costs incurred to enforce the provisions of this Article 16; and

(b) Equitable Relief. The Company or any other Company Broadcaster affected thereby will be entitled to appropriate injunctive and other equitable relief. Remedies Not Exclusive. The remedies provided in this paragraph are in addition to and not in lieu of any other remedies at law or in equity available to the Company or to any other Broadcaster affected by a breach of this provision. The Company agrees that its leases with Third Parties operating or intending to operate from the Transmission Site will contain the same limitations and restrictions as set forth in this Article 16.

(d) Multiple Breaches. A single breach shall be deemed to exist hereunder only until such time as the Company delivers written notice thereof to an offending Broadcaster. Additional breaches shall be deemed to occur only if an offending Broadcaster does not remedy a breach after receiving written notice thereof. The Company may send multiple notices to an offending Broadcaster in order to establish multiple breaches hereunder.

16.3 No Termination. Violation of this Article 16 by a Broadcaster shall not be grounds for termination of this Agreement.

17. Insurance.

17.1 Broadcaster's Insurance.

(a) Liability. During the term of this Agreement, each Broadcaster shall procure and maintain commercial general liability insurance covering all of Broadcaster's operations and activities on or in the Transmission Facility and Transmission Site, including but not limited to the operations of contractors and the operation of vehicles and equipment, with limits of liability of not less than \$10,000,000 (or other amount selected by the Management Committee) combined single limit for bodily injury, personal injury and property damage, subject to a \$10,000,000 (annual) general aggregate and \$10,000,000 products/completed operations (annual) aggregate. Broadcaster agrees to obtain such additional insurance and/or increase the foregoing limits as the Company may from time-to-time reasonably require by notice applicable to all Broadcasters in similar circumstances. The Company and all other Broadcasters shall be named as additional insureds on each Broadcaster's policy.

(b) Contractor Insurance. Each Broadcaster shall also require the contractors (including subcontractors) erecting Broadcaster's antenna and other equipment and/or making repairs or changes thereto, to procure commercial general liability and workers compensation insurance as reasonably required by the Company. Each contractor and subcontractor shall also name the Company and each Broadcaster as additional insureds on such insurance policies.

(c) Workers Compensation Insurance. Each Broadcaster shall provide for its employees and shall also cause each of its agents and contractors to carry the statutory required workers compensation insurance, and employers liability insurance of not less than \$1,000,000.

(d) Property Insurance; Business Interruption Insurance. Each Broadcaster shall provide and maintain "all risk" property insurance covering the direct loss to and any resulting business interruption loss to its equipment and property contained on, in or around the Transmission Facility and Transmission Site. Each Broadcaster shall look to its own property and business interruption insurance for any such loss or damage to such property. Each Broadcaster waives its right of action against the other Broadcasters and the Company for any loss or damage to its property and resulting business interruption loss due to acts or omissions of the other Broadcasters or the Company.

(e) Evidence of Insurance. Each Broadcaster shall deliver to the Company and to the other Broadcasters certificates of insurance evidencing such coverages as the Company may reasonably request. All insurance policies shall be in form and issued by insurance companies

authorized to conduct business in the State of Colorado and reasonably satisfactory to the Company and shall contain the following clauses:

(i) Thirty (30) days' prior written notice of cancellation, termination or change, via registered or certified mail, commencing with receipt thereof, shall be given to the Company and to the other Broadcasters before any cancellation, termination or change in this policy shall be effective.

(ii) Each policy, except workers compensation, shall waive all rights to subrogation regarding a claim.

(f) Broadcaster Fails to Obtain or Maintain. In the event a Broadcaster shall fail to procure or maintain the insurance policies required under this Article 17, or shall fail to cause contractors to procure the insurance policies required under subsection 17.1(b), the Company may but shall not be required to, procure or maintain such policies at the expense of such Broadcaster. Any amount so paid by the Company shall constitute fees due from Broadcaster and shall be paid within thirty (30) days of the date the Company notifies Broadcaster in writing that such payment is due.

(g) Self-Insurance. Each Broadcaster shall be entitled to self-insure its risk under this Section 17.1 to the extent authorized in writing by the Management Committee. Each Broadcaster agrees to disclose to the Company the extent, nature and limits of self-insurance to be provided hereunder. The Company shall assure itself that such self-insurance is financially supported by the net worth of the self-insured and that it is comparable to the coverage that would have been attained had such insurance been obtained from an insurance company complying with the provision of subsection 17.1(e) above. Each such Broadcaster shall be subject to all of the terms and conditions of this Section 17 as if such insurance was in effect.

17.2 Company's Insurance. The Company shall procure and maintain insurance comparable to that required of Broadcasters under Section 17.1 hereof including commercial general liability insurance and physical damage insurance on the Transmission Facility and Transmission Site, including all the Company Facilities and the Company improvements thereon or therein, on a replacement cost basis subject to an agreed amount clause covering "all risk" of loss or damage, including flood and earthquake insurance for the Transmission Facility and Transmission Site. The Company shall look to its own property and business interruption insurance for any such loss or damage to such property. The Company waives its right of action against the Broadcasters for any loss or damage to its property and resulting business interruption loss due to acts or omissions of the Broadcaster.

17.3 Coordination of Insurance Coverage and Cost. The Company and each Broadcaster shall cooperate with each other in achieving the desired insurance coverage required by Sections 17.1 and 17.2 hereof so as to maximize coverage, minimize overall cost and to avoid duplicative cost and coverage of the same insurable risk. The Management Committee shall retain the right to modify the provision of Article 17 to accomplish these objectives. Any such modification shall be in writing and shall be distributed to the Broadcasters as soon as reasonably available.

17.4 Third Parties. The Company shall require each Third Party to comply with the provisions of Article 17 hereof or provide other coverage acceptable to the Company.

18. Most-Favored-Nations Provision. No Broadcaster shall be treated more favorably as to allocable cost burden and unabsorbed expenses than any other Broadcaster. At such time as determined by the Management Committee, the Company may lease space to Third Parties. Such lease rates shall be at market rates and the revenue generated therefrom shall serve to defray the operating costs of the Company and the obligation of each Broadcaster to fund a pro rata portion of such costs.

19. Events of Default; Remedies.

19.1 Event of Default. Subject to subsection 19.1(e) hereof, the following events or occurrences shall constitute an "Event of Default":

(a) Failure to Perform Obligations. The failure by any Broadcaster to perform or comply in any material respect its obligations under this Agreement, the Company Agreement, the Contribution Agreement or any other agreement between a Broadcaster and the Company; provided, however, the Company shall give written notice to the non-complying Broadcaster, and if such party does not cure such default to the reasonable satisfaction of the Company within thirty (30) days after receipt of such notice (such thirty (30) day period shall be extended for no more than an additional sixty (60) days provided such cure cannot be reasonably achieved within such thirty (30) day period and the Broadcaster has commenced and is diligently pursuing all reasonable efforts to cure such default);

(b) Process of Law. If any Broadcaster's property located at the Transmission Facility or Transmission Site shall be taken on execution or other process of law for the purposes of discharging its obligations to creditors;

(c) Assignment for Benefit of Creditors. If any assignment shall be made of any Broadcaster's property for the benefit of creditors;

(d) Receiver. At the Company's option, if a receiver or other similar officer shall be appointed to take charge of the property of or to

wind up the affairs of any Broadcaster, and if the proceeding in which said receiver or other similar officer is appointed is not dismissed within ninety (90) days after such appointment; or if a petition in bankruptcy (including, without hereby limiting the generality of the foregoing, a petition for corporate reorganization or other relief under the bankruptcy laws) shall be filed by or against any Broadcaster which petition is not dismissed within ninety (90) days).

(e) Exception. Notwithstanding the foregoing provisions of this Section 19.1 or this Article 19, no Broadcaster shall be deemed to be in default under this Agreement by virtue of such Broadcaster's actions or inactions under the Leaseback Agreement described in Section 2.3 of the Contribution Agreement. In addition, no Event of Default by a Broadcaster hereunder shall constitute a default under such Leaseback Agreement. In addition, a Broadcaster's default under Article 16 hereof shall not constitute an Event of Default under Article 19.

19.2 Remedies.

(a) Entry on Transmission Site. Upon the occurrence of an Event of Default, the Company may lawfully enter into and upon that portion of the Transmission Facility or Transmission Site allocated to the delinquent Broadcaster, or any part thereof, and repossess the same and expel such delinquent Broadcaster and those claiming through or under it, and remove the effects of both or either without being deemed guilty of any manner of trespass and without prejudice to any remedies for any arrears of or future rent or for preceding breaches of this Agreement, and upon such entry such Broadcaster's rights under this Agreement shall terminate.

(b) Remedies Cumulative. The rights and remedies granted to the Company by this Article 19 shall be in addition to, and not in limitation of, any other rights or remedies available to the Company or the non-defaulting Broadcasters, at law or in equity, under the terms of this Agreement, or otherwise. Further, the failure to exercise any right or remedy, or the exercise of any particular right or remedy, on one occasion, shall not prevent the exercise of the same or any other right or remedy on any other occasion.

19.3 NON-LIABILITY OF COMPANY. THE COMPANY SHALL NOT BE LIABLE TO A BROADCASTER (OR ANYONE CLAIMING UNDER OR THROUGH A BROADCASTER) FOR ANY LOSS OR DAMAGE CAUSED BY THE ACTS OR OMISSIONS OF ANY OTHER BROADCASTER, THEIR AGENTS, CONTRACTORS, SUB-CONTRACTORS, EMPLOYEES OR INVITEES OR FOR THE MALFUNCTIONING OR INTERRUPTION OF ANY SERVICE, UTILITY, FACILITY OR INSTALLATION SUPPLIED BY THE COMPANY OR ANY OTHER PARTY. THE COMPANY SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR INJURY SUFFERED BY A

BROADCASTER CAUSED BY, OR ALLEGEDLY CAUSED BY, INTERFERENCE BY THE COMPANY, ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, EMPLOYEES OR INVITEES WITH THE BROADCAST ACTIVITIES OF A BROADCASTER. EACH BROADCASTER WAIVES ALL CLAIMS AGAINST THE COMPANY ARISING FROM ANY LIABILITY DESCRIBED IN THIS SECTION 19.3; PROVIDED, HOWEVER, IN CIRCUMSTANCES CONSTITUTING WILLFUL MISCONDUCT OR GROSS NEGLIGENCE, THE COMPANY SHALL BE LIABLE FOR DAMAGES CAUSED BY THE COMPANY, ITS EMPLOYEES AND/OR AGENTS, INCLUDING CONSEQUENTIAL DAMAGES, LOST PROFITS, PUNITIVE DAMAGES, OR SIMILAR DAMAGES.

19.4 NON-LIABILITY OF THE COMPANY WHILE MAKING REPAIRS OR ALTERATIONS. THE COMPANY SHALL NOT BE LIABLE TO A BROADCASTER (OR ANYONE CLAIMING UNDER OR THROUGH A BROADCASTER) BY REASON OF INCONVENIENCE, ANNOYANCE OR INJURY TO THE BUILDING, TRANSMISSION FACILITY, TRANSMISSION SITE OR ANTENNAE OR ACTIVITIES CONDUCTED BY A BROADCASTER, THEIR AGENTS, CONTRACTORS; SUBCONTRACTORS, EMPLOYEES OR INVITEES THEREFROM, ARISING FROM THE NECESSARY REPAIRING OF ANY PORTION OF THE BUILDING, TRANSMISSION FACILITY OR TRANSMISSION SITE, WHETHER DUE TO FIRE, OR OTHER CASUALTY NATURAL DISASTER, PREVENTIVE MAINTENANCE IN ACCORDANCE WITH THE COMPANY'S OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE, OR FROM THE MAKING OF ANY ALTERATION OR IMPROVEMENTS IN, OR TO, ANY APPURTENANCES OR EQUIPMENT, PROVIDED THE COMPANY HAS EXERCISED DUE CARE TO AVOID OR MINIMIZE SUCH INCONVENIENCE, ANNOYANCE OR INJURY. EACH BROADCASTER WAIVES ALL CLAIMS AGAINST THE COMPANY ARISING FROM ANY LIABILITY DESCRIBED IN THIS SECTION 19.4; PROVIDED, HOWEVER, IN CIRCUMSTANCES CONSTITUTING WILLFUL MISCONDUCT OR GROSS NEGLIGENCE, THE COMPANY SHALL BE LIABLE FOR DAMAGES CAUSED BY THE COMPANY, ITS EMPLOYEES AND/OR AGENTS, INCLUDING CONSEQUENTIAL DAMAGES, LOST PROFITS, PUNITIVE DAMAGES OR SIMILAR DAMAGES.

19.5 NON-LIABILITY OF COMPANY FOR DEFECTS, ETC. EACH BROADCASTER SHALL GIVE THE COMPANY PROMPT WRITTEN NOTICE OF ANY ACCIDENT TO OR INVOLVING ANY EQUIPMENT, PROPERTY OR APPARATUS BELONGING TO THE COMPANY. THE COMPANY SHALL NOT BE LIABLE TO A BROADCASTER (OR ANYONE CLAIMING UNDER OR THROUGH A BROADCASTER) FOR ANY LATENT DEFECT OR CHANGE OR MODIFICATION IN THE TRANSMISSION FACILITY OR TRANSMISSION SITE, NOR FOR ANY DAMAGE TO PROPERTY OR PERSONS CAUSED BY ANY OVER-FLOW OR LEAKAGE OF WATER, SNOW, STEAM, GAS, ELECTRICITY, OR ANY OTHER SUBSTANCE FROM ANY SOURCE WHATSOEVER, UNLESS THE SAME BE CAUSED BY THE WILLFUL

MISCONDUCT OR GROSS NEGLIGENCE OF THE COMPANY, NOR FOR ANY DAMAGE, RESULTING FROM THE ACTS OR OMISSIONS OF A BROADCASTER, ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, INVITEES OR OF ANY OF THE OTHER BROADCASTERS, THEIR AGENTS, CONTRACTORS, SUBCONTRACTORS, EMPLOYEES OR INVITEES. EACH BROADCASTER WAIVES ALL CLAIMS AGAINST THE COMPANY ARISING FROM ANY LIABILITY DESCRIBED IN THIS SECTION 19.5; PROVIDED, HOWEVER, IN CIRCUMSTANCES CONSTITUTING WILLFUL MISCONDUCT OR GROSS NEGLIGENCE, THE COMPANY SHALL BE LIABLE FOR DAMAGES CAUSED BY THE COMPANY, ITS EMPLOYEES AND/OR AGENTS, INCLUDING CONSEQUENTIAL DAMAGES, LOST PROFITS, PUNITIVE DAMAGES OR SIMILAR DAMAGES.

19.6 NON-LIABILITY OF THE COMPANY AND BROADCASTER. EXCEPT IN CIRCUMSTANCES CONSTITUTING WILLFUL MISCONDUCT OR GROSS NEGLIGENCE, IN NO EVENT SHALL ANY BROADCASTER BE LIABLE TO THE COMPANY OR ANY OTHER BROADCASTER HEREUNDER OR THE COMPANY BE LIABLE TO ANY BROADCASTER HEREUNDER FOR CONSEQUENTIAL DAMAGES, LOST PROFITS, PUNITIVE DAMAGES OR SIMILAR DAMAGES, AND THE COMPANY AND EACH BROADCASTER HEREBY EXPRESSLY WAIVES ALL SUCH CLAIMS.

19.7 No Joint and Several Liability. Notwithstanding anything contained in this Agreement to the contrary, as between any Broadcaster and the Company, a Broadcaster shall be liable only on a several basis and not jointly and severally. The foregoing restriction shall not prevent a Broadcaster and its Affiliate, assignee, licensee or sub-lessee or sub-licensee from being held jointly and severally obligated one to another with respect to payments and obligations imposed on such Broadcaster by this Agreement prior to a sale, assignment, sublease, or sub-license by such Broadcaster.

20. Eminent Domain.

20.1 Company. If the Transmission Site or Transmission Facility, or any part thereof, or interest therein be taken by virtue of eminent domain or by condemnation proceedings, then the Company shall be entitled to receive any award or awards that may be made for or on account of the Transmission Site or Transmission Facility, or any part thereof or interest therein, acquired or taken in such eminent domain or condemnation. If the whole of the Transmission Site or Transmission Facility or such part thereof or interest therein as to render impracticable the Broadcaster's operation therefrom, be so taken the term of this Agreement shall as to such Broadcaster, upon the date of such taking, expire as completely as if that date were the date herein definitely fixed for the expiration of the term of this Agreement, and the annual fees (assessed pursuant to Article 10 hereof) not yet due shall thereupon cease and the current annual fees (assessed pursuant to Article 10 hereof) shall be apportioned to the time of such expiration. In

addition, upon such expiration, the Broadcaster shall be required to remove its Exempt Property as provided in Section 11.5 hereof.

20.2 Separate Interest of Broadcaster. The parties hereto acknowledge that the interest of each Broadcaster hereunder is a separate and distinct interest with respect to which a Broadcaster may pursue a separate condemnation award which will accrue and be paid only to such Broadcaster.

21. Environmental Matters.

21.1 Definitions. For purposes of this Article 21, the following terms shall be defined as follows:

(a) "Environmental Law(s)" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901 et seq., the Toxic Substances Control Act, 15 U.S.C. Sections 2601 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. Sections 1801 et seq., the Federal Water Pollution Control Act, 33 U.S.C. Sections 1251 et seq., as said laws have been supplemented or amended to date, the federal and state regulations promulgated pursuant to said laws, and any other federal, state or local law, statute, rule, regulation, ordinance, governmental order, governmental policy, guidance documents, and common law, as amended, related to the protection of human health and/or environment and/or which regulates or proscribes the generation, use, handling, storage, disposal, presence, cleanup, transportation, Release or threatened Release into the environment of Hazardous Material, or the protection of human health and the environment.

(b) "Hazardous Material" means any hazardous or toxic substance, material or waste which is (i) designated, defined, classified or regulated as a hazardous substance, hazardous material or hazardous waste, under any Environmental Law or other applicable law, as currently in effect or as hereafter amended or enacted; (ii) petroleum products and fractions thereof; (iii) asbestos; (iv) asbestos containing materials; (v) polychlorinated biphenyls; and (vi) all other dangerous, toxic or hazardous pollutants, contaminants, chemicals, materials, substances and wastes listed or identified in, or regulated by, any Environmental Law.

(c) Release means any spilling, leaking, pumping, pouring, emitting, discharging, injecting, escaping, leaching, dumping or disposing into the environment of any Hazardous Material (including the abandonment or discarding of barrels, containers, and other receptacles containing any Hazardous Material).

21.2 Prohibitions. Except as specifically set forth in subsection 21.2(c), a Broadcaster shall not with respect to its operations under this Agreement:

(a) Violate Law. Violate any Environmental Law or other applicable law in any material respect.

(b) Interference. Create or permit to be created, any sound pressure level which will interfere with the quiet enjoyment of any area of the Transmission Facility or Transmission Site or which will create a nuisance or violate any governmental law, statute, rule, regulation ordinance, zoning or other requirement;

(c) Harmful Transmission. Other than transmissions in accordance with this Agreement, transmit, receive or permit to be transmitted or received, any electromagnetic, microwave or other radiation which is harmful or hazardous to any Person or property in, on or about the Transmission Facility or Transmission Site or surrounding area, or which interferes with the operation of any electrical electronic, telephonic or other equipment wherever located; or

(d) Vibration. Create, or permit to be created, any ground vibration that is discernible outside the Transmission Facility or Transmission Site.

(e) Hazardous Material. Store, use, or locate any Hazardous Material on or about the Transmission Facility or Transmission Site without the prior, written approval of the Company.

21.3 Confidentiality. Except for information Broadcaster is required by law to disclose to applicable federal, state, or local regulatory agencies, the Broadcasters and/or their representatives shall hold results and all other information concerning environmental conditions on or at the Transmission Site confidential and shall not distribute such information to any non-party to this Agreement. Each Broadcaster shall notify Company in advance of all communications with federal, state, or local agencies concerning the disclosure of environmental conditions at the Transmission Site, and shall notify Company in advance of, and provide Company the opportunity to attend, meetings or conferences with federal, state, or local regulatory agencies concerning the Transmission Facility or Transmission Site.

21.4 Notification. Each Broadcaster shall promptly notify the Company in writing of any of the following matters related to the Transmission Facility or Transmission Site: (i) any enforcement, cleanup, removal or other governmental or regulatory action instituted, contemplated or threatened pursuant to any Environmental Law; (ii) any claim made or threatened by any person against a Broadcaster relating to any part of the Transmission Facility or Transmission Site relating to damage, contribution, cost, recovery, compensation, natural resource damage, loss or injury resulting from or claimed to result from any Hazardous