



**City of Wilmington Request for Proposals & Request for Qualifications
CONTRACT # 25025CCPS**

**CABLE TELEVISION
PUBLIC ACCESS/LEASED ACCESS/LIVE LEASED ACCESS
THIRD PARTY OPERATOR**

Date Issued – Monday, September 16, 2024 and September 23, 2024

Date Due – Friday, October 18, 2024

Voluntary Pre-Bid Meeting Located in the James Baker Conference Room.

9th Floor City Council, Louis L. Redding City County Building, 800 N.

French Street, Wilm., DE 19801 – Wednesday, September 25, 2024 at

10:00AM. Television facility tour to immediately follow

I. BACKGROUND

The City and Comcast are contracting for a Manager to operate a self-sustaining public access/leased access (PALA) cable channel and studio facility that delivers community news and information to the community of Wilmington and provides access services to the greater Wilmington area. The Manager, or “Third Party Operator” (TPO) will sign a contract with Comcast to provide local leased access and live local leased access, and sign a separate contract with the City to provide for public access television services and channel time.

- Public access television services include providing training and technical support to primarily residents, but also others, to create media on topics of the producer’s own choosing that will appear on the first-come first-served nondiscriminatory public access channel that is shared with leased access and other outlets.
- Local leased access services include selling time on the leased access channel that is shared with public access and providing production services to area individuals, businesses, and organizations.
- Local/live leased access entails selling channel time and/or technical support for regular live programming on the channel.

With oversight provided by the City primarily through the Cable, Video, and Telecommunications Commission (CVT Commission) and Comcast, the TPO will assume the management of relevant assets owned by the City, provide access services to the community, and earn an operating income for itself under terms acceptable to the City and Comcast.

The TPO will be expected to manage a self-sustaining operation whose income is substantially derived from:

- Selling leased access channel time,
- Selling live leased access channel time/technical support,
- Teaching media production training classes, and
- Providing media production services and facilities for hire.

To assist applicants, the City has prepared the following attachments to this RFP:

- ***Attachment A:*** *An inventory list of the equipment currently at the facility*
- ***Attachment B:*** *Sample questions received from applicants from the previous RFP*
- ***Attachment C:*** *Sample rate sheet listing fees for, among other things, airtime and production costs*
- ***Attachment D:*** *Sample agreement between the City of Wilmington and the TPO, which include:*
 - *Leased Access Management Agreement with Comcast*
 - *List of Existing Studio Equipment at 1105 N. Market Street*
 - *Studio Sub-Lease Agreement Between the TPO and City of Wilmington*
 - *List of Existing Programmers along with Time Slots*
 - *Equipment Lease Agreement Between the City of Wilmington and TPO*
 - *Previously Used Leased Access Guidelines*
- ***Attachment E:*** *Sample sheet outlining potential revenue*
- ***Attachment F:*** *TPO dispute process outline*
- ***Attachment G:*** *Sample Program Schedule*

Contract term and performance evaluations. The initial contract period shall be for three years provided the applicant satisfactorily meets the terms of the three-year contract based on annual performance reviews conducted by the City and Comcast and other feedback. The City, in its sole discretion, shall have the option

to extend to extend the term of the agreement for two additional, one-year periods. The applicant awarded the contract will be expected to meet with and submit regular reports to the City and Comcast and adhere to an agreed-upon timeline set for tasks, based on the scope of services defined by the proposal. The City and Comcast reserve the right to terminate the contract for cause under the terms found in the contract and after written notice and an opportunity to cure.

Parameters. The entity chosen must be:

1. Technically, financially, and legally qualified to manage a public access and leased access facility;
2. Able to take over management of the facility by April 1, 2025, but no later than June 30, 2025.
3. Experienced in business and able to craft a business plan through this process that demonstrates how the PALA facility can be financially successful as well as serve the public access, live, and leased access needs of the community.
4. In possession of insurance with a reputable company having an AM Best rating of A-, VII or better, and authorized to do business in the State of Delaware with coverages and limits as outlined in the final agreement.

Preference. The entity chosen will preferably have experience and qualifications:

1. Managing a video production facility;
2. Working with the public;
3. Producing commercial quality videos;
4. Teaching video production skills; and
5. Marketing and selling products.

II. CONTRACT COMMITMENTS

- A. The initial contract term is for three years.
- B. The TPO will, under terms acceptable to the City and Comcast:
1. Assume management control over the PALA channel on the Comcast cable television network in Wilmington;
 2. Enter a sub-lease agreement for studio space with the City of Wilmington at 1105 N. Market Street, Wilmington, DE, for public access/leased access purposes, which the TPO shall be required for 25% of the cost;
 3. Take responsibility for the equipment now housed in the current studio facility and owned by the City; ensure it is in good, working order and make at its sole cost and expense, shall make all necessary repairs to the Equipment and shall replace any defective, worn or malfunctioning parts with components that are reasonable and compatible to the original components in the Equipment. In order to facilitate the care and maintenance of the Equipment during the term of this Agreement, Manager at its sole cost and expense, shall either (a) enter into and maintain a service contract (the "Maintenance Contract") that provides for the inspection, care and maintenance of the Equipment by a qualified service provider approved by the city (the "Maintenance Contractor") or (b) hire a qualified television studio engineer ("Studio Engineer") as an employee of the Manager that shall regularly inspect, care and maintain the Equipment.
- C. The TPO will be required to provide the following primary services under terms acceptable to the City and to Comcast:
1. Operate and maintain a public access television facility to provide to area residents:
 - a. Monthly training in all aspects of studio video production;
 - b. Monthly training in all aspects of field video production;
 - c. Monthly training in all aspects of post-production;
 - d. Monthly training in social media techniques;
 - e. Video production support;
 - f. Video production services for hire; and
 - g. An outlet for programming on the web related to the public access channel.
 2. Operate and maintain a leased access television facility to provide:
 - a. The sale of leased access time on the PALA channel; and
 - b. Video production services.
 3. Operate, maintain, schedule, and electronically program the timeslots on the shared PALA channel to allow for
 - a. Sufficient free first-come, first-served non-discriminatory access to the channel by public access facility producers and other members of the greater Wilmington community to reasonably meet demand;
 - b. Sufficient "for-pay" leased access time slots to serve the needs of area individuals, businesses, and organizations;
 - c. Sufficient live leased access timeslots to meet demand;
 - d. "Protections to maintain existing programmers' timeslots for the term of the Franchise Agreement, provided that such programmers comply with the terms of the

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[Franchise Agreement] and the rules and procedures for use adopted by the TPO;”
(Section 8Cii of the Franchise Agreement between the City and Comcast)

- e. Quality transmission of the programming on the channel; and
 - f. Attractive filler between programming that promotes and markets the facility and channel programming and conveys messages of interest to the community.
4. Prior to signing the contract, the successful applicant must create written rules, procedures and guidelines for review by the CVT Commission on:
 - a. Use of the access studio, equipment, and channel time; and training
 - b. Resolution of disputes among users.
 - c. Engage in ongoing publicity, fundraising, outreach, referral, and other activities to support operations.
 5. Prior to signing the contract, the successful applicant must provide the initial rate card for all access services for review by the CVT Commission.
 6. Submit the following reports:
 - a. Monthly to Comcast and to the CVT Commission
 1. Channel program schedule;
 2. Schedule for training classes and other public events for the upcoming two weeks.
 - b. Monthly to Comcast and to the CVT Commission
 1. TPO Treasurer's Report (include cash flow statement, actual income/expense sheets versus budget); and
 2. Meeting minutes for all regular meetings of the TPO's Board of Directors.
 - c. Quarterly to the CVT Commission
 1. Current rate card for channel time, studio and equipment use, and staff time;
 2. Summary of tracking sheet showing hours of usage of all facility services organized by type of user (public or leased) and type of service used;
 3. Summary of channel time usage by each type of user (public, leased, live leased), rate paid;
 4. Equipment report detailing equipment condition changes, maintenance, and repair;
 5. Activity summary of training, outreach, sales, and marketing efforts that includes the target audience, method, duration of effort, and response; and
 6. Dispute Report detailing any problems with clients that were handled by staff and any disputes that need to be mediated or appealed to the CVT Commission.
 - d. Annually to the City and Comcast or its designees a written Annual Access Report (no later than the last day of January or within thirty (30) days of the end of its fiscal year) that includes:

1. A copy of TPO's most recent Annual Report filed with the Attorney General's Office or a certificate of good standing as an organization registered with the State of Delaware;
 2. Year-end financial statements, audited by an independent CPA;
 3. The previous year's budget and actual expenditures summaries;
 4. Upcoming year's budget;
 5. A Three Year Budget Plan;
 6. Hours of programming cablecast in the prior year including a separate tabulation of first-run programs and repeat programming;
 7. Notable events, actions and programs in the prior year;
 8. Training classes offered and attendance thereto;
 9. Written policies and procedures for use of the access facility and channel, with any changes thereto from the previous year highlighted;
 10. An updated business plan if the business plan has been amended since the prior version submitted to the City and Comcast; and
 11. Any other documentation and/or items mutually agreed upon by the parties hereto and as reasonably requested by the City or Comcast.
- e. As needed.
1. Within thirty (30) days of filing, the TPO shall provide a copy to the City of all filings to the State and federal government, including, but not limited to, Change of Directors or Officers; instruments of restatement of articles of incorporation; by-laws; dissolution; and any other corporate filings.
 2. The TPO shall cooperate fully and in good faith in answering questions from the City or Comcast.

7. Meetings

- a. On a quarterly basis, the TPO will meet with CVT Commission to discuss the written reports and other matters as determined by the City or its designees, the CVT Commission.
- b. On an annual basis, and between fifteen (15) and forty-five (45) days after the City has received the TPO's Annual Access Report, the TPO shall meet with the City and Comcast or their designees, for the purpose of a Performance Review that covers all aspects of the TPO's operations, including the budget and programming for the previous year.
- c. The TPO shall provide any information reasonably requested by the City and Comcast prior to all meetings.

III. PROPOSAL CONTENTS

Cover letter

Please briefly explain your motivation for submitting a proposal, the type of business you are now in that qualifies you to manage a public access/leased access (PALA) studio and channel, any experience with the current PALA channel and your vision for the PALA channel and facility.

Proposal

Proposals should adhere to the format and order set forth below. Each of the questions must be addressed in the proposal and be specifically labeled. Each applicant's proposal will be scored on the basis of your answers to these specific questions.

IDENTITY OF APPLICANT

1. Please name all those who are submitting this proposal to manage the PALA facility and what role they will play in fulfilling its terms. Include each person's profession, current job title, current place of employment, address, telephone number, and e-mail address.
2. For each applicant named, please provide three professional references with contact information.
3. If there is more than one applicant, please explain how the applicants above are currently associated with each other.

BUSINESS BACKGROUND/FINANCIAL QUALIFICATIONS

4. Please describe how the business that will manage the PALA facility or the business you are proposing to create to manage the PALA facility will be incorporated. Include some history about its formation. Include the business's by-laws and names of officers.
5. Describe the mission of your business and how managing the PALA facility is in line with that mission. Include any notable projects that demonstrate how your company is a good fit for PALA management.
6. A qualified applicant will demonstrate to the city's satisfaction that it possesses the financial qualifications. Explain how you will have the financial capacity to support the operating expenses of a PALA facility over the course of the first year. (See the Supporting Documents section for material required to be submitted.)

MANAGEMENT/STAFFING QUALIFICATIONS

7. Qualified applicants will demonstrate to the CVT Commission's satisfaction that he or she possesses the professional and technical qualifications to manage a PALA facility. Describe each applicant's track record in successfully managing or staffing a facility of this type or other independent business. Include in your discussion the name of the individual and what specific education, qualifications, or experience he/she has in the following areas:
 - a. Sales,
 - b. Marketing,
 - c. Professional video production,
 - d. Teaching video and media production,
 - e. Web design/Social media,
 - f. Business management/Accounting,
 - g. Contact with the public,
 - h. Technical expertise in maintaining equipment, engineering a studio and maintaining an equipment inventory, and
 - i. Technical expertise in managing a video playback facility.

PUBLIC ACCESS SERVICES – SCOPE OF SERVICES/POLICIES

8. Who do you foresee as being your clients and how will you attract them to the facility?
9. What will the regular office hours of your public access facility be? What types of activities will the public and certified producers be able to do at the facility during those hours (use the studio, use post-production equipment, check out equipment, hold meetings). Will you accept walk-ins or will you have an appointment-only policy (describe).
10. Describe the staffing and policies you will put in place to ensure the facility is welcoming, safe, and visitors are treated with respect.
11. Describe the media production training you would offer the community. Include the kind of training you would provide, the format of this training, the frequency of this training, certifications acquired and who would provide this training. Discuss any credit you might give to potential producers with previous experience.
12. Describe the kind of equipment and facilities that would be available to public access users and under what conditions. Include in your discussion the certifications required and the length of time each type of equipment could be checked out.

13. Describe any media production services you plan to provide to the community.
14. Describe your policy for scheduling public access programming produced at the facility versus programming not produced at the facility. Describe your policy for scheduling programming that is produced by Wilmington residents, versus programming that is not produced by Wilmington residents and the differences reflected in fees and pricing.
15. Describe your policy toward program underwriting as obtained by either the access producer or the TPO.
16. Describe how the technical quality of the programming on the channel will be maintained. Include in your discussion what your programming technical guidelines will be and how they will be enforced and how you will encourage producers to meet them.
17. Explain how your staff will handle problems with access user behavior and settle grievances from access users in conjunction with the CVT.
18. Discuss briefly how your facility will cultivate and maintain positive relationships with and accountability to your access users, viewers, and the community.
19. Describe briefly the fees you anticipate charging for each type of public access service. Describe any additional sources of revenue from this service area.
20. Provide your projected revenue figures for Year 1, Year 2, and Year 3 from this service area.

LEASED ACCESS SERVICES –SCOPE OF SERVICES

21. Who do you foresee as being your clients for leased access and how will you attract them to the facility and how you plan to retain them? Be specific.
22. Describe the media production services you plan to provide leased access customers. Include any web or social media services.
23. Provide the rate card you anticipate using for any staff-produced productions, technical support, channel time, and other services.
24. Describe any content restrictions you plan to put in place on leased access programming, include your intended policy regarding advertising.
25. Describe the length of timeslots available to leased access clients and how you plan to manage demand for prime timeslots.
26. Provide your projected revenue figures for Year 1, Year 2, and Year 3 from this service area.

PLAN FOR STAFFING THE PALA FACILITY

27. Describe how you plan to staff the facility. Provide an organizational chart, along with summary job descriptions for each position you plan to hire, specify if the positions are full-time, part-time or contractual, the education and experience required, the pay rate, the number of hours each week, and the benefits provided. Explain which positions will be responsible for the following tasks at the PALA facility:
- a. TPO Executive Manager,
 - b. Sales,
 - c. Marketing/Outreach,
 - d. Professional video production services,
 - e. Teaching video and media production,
 - f. Recordkeeping; Inventory,
 - g. Reception,
 - h. Equipment maintenance and engineering,
 - i. Cablecasting programming, and
 - j. Website maintenance/Social media promotion
28. Explain in some detail how you plan to allocate staff to the two types of access. Will one type of access take priority? Will there be separate staff for each type of access? What principles and policies will you put in place to govern the split in staffing resources?
29. Provide your projected expense for staffing in Year 1, Year 2, and Year 3.

ALLOCATION OF FACILITY RESOURCES

30. Explain in some detail how you plan to allocate video production equipment and studio time between the two types of access (leased and public). Will one type of access take priority? Will there be separate sets of equipment? What principles and policies will you put in place to govern the split in facility resources?
31. Explain in some detail how you plan to allocate channel time to the three types of access: public access, live leased access, and leased access. Will certain hours be set aside for each? Will the two be integrated together? What principles and policies will you put in place to govern the amount of time allocated to each type of access? How will you determine whether to charge for channel time or not?

CAPITAL EQUIPMENT SELECTION/MAINTENANCE

32. *Selection.* Provide a list of anticipated Year 1, Year 2, and Year 3 suggested capital purchases, *taking into consideration the existing inventory at the facility, and the capital fund you establish out of annual operating revenue.* This list does not need to be specific for the application process, but it should give the City a reasonable understanding of the purchasing intentions of the applicant and the cost of the equipment.
- Brand/Model of the item *OR* the type of item,
 - Quantity of each item,
 - Cost of each item,
 - Total cost of each item (Quantity x Cost = Total cost),
 - Area of the facility the item will be used in/Purpose,
 - Type of user that will use this item (staff, PA, or LA), and
 - Expected lifespan or replacement in year.
33. What is your projected capital expense for Year 1, Year 2, and Year 3?
34. Describe how you will arrive at the amount of operating income you will set aside in the equipment replacement fund each year to assist in the replacement of equipment.
35. *Equipment maintenance and inventory plan.* Describe generally how you plan to maintain equipment in good working order and track inventory.

BUDGET

36. Provide your line item operating expense budget for Year 1, Year 2, and Year 3.
37. Provide your line item income budget for Year 1, Year 2, and Year 3.

BUSINESS PLAN TIMELINE

38. Discuss each of the tasks below in the order you would accomplish them during your first contract year. Separate the tasks into parts as needed. In your proposal first state when you will complete the task (Month 3 Week 2, for example) and then *briefly* explain.
- Incorporation. Establish or identify a tax-supported or an incorporated entity under state and federal law that will manage the station and present articles of incorporation and by-laws that cover the establishment of a PALA media center.
 - Hold the first meeting of the Board of Directors of the PALA facility.
 - Develop policies and procedures for review by the CVT Commission.

- d. Hire staff adequate to support the services proposed.
- e. Develop a marketing and outreach plan for review by the CVT Commission.
- f. Implement the first phase, second phase and so on of the marketing and outreach plan.
- g. Launch the facilities website.
- h. Launch social media marketing.
- i. Hold an Orientation for facility users.
- j. Hold an Open House for the public.
- k. Program the channel. Using an automatic playback system, indicate when a minimum of 12 hours of video programming will fill the channel daily, and what portion will be public access, what portion will be leased, and what portion will be live leased access.
- l. Launch the channel's message board. Using a message board application, describe when this system will be up and running to fill time between programming.
- m. Open the studio for use by staff, public access users, and live leased access.
- n. Check out the first field production kits to public access users.
- o. Make post-production equipment suites available for use by staff and public access users.
- p. Hold training classes for public access users (include planned schedule and type of classes)
- q. Sign first new leased access customer.
- r. Ensure ADA compliance. Develop and implement a plan to accommodate people with special needs or with disabilities in conformance with the Americans with Disabilities Act. Please discuss any experience you have in this area.
- s. Establish financial management, oversight, and accounting procedures.
- t. Obtain insurance indemnifying the City, Comcast and the PALA business/organization from and against all claims for injury or damage to persons or property caused by the use of the Access studio and/or any Access equipment, and naming the City and Comcast as additional insured parties. Such insurance shall not be less than One Million Dollars (\$1,000,000.00) for bodily injury or death to any one person or property damage resulting from any one occurrence and Three Million Dollars (\$3,000,000.00) for such coverage in the aggregate.
- u. Reach an agreement with the City and Comcast to insure all access equipment for theft, loss and damage.

IV. SUPPORTING DOCUMENTS

The proposal shall include the following documents.

1. Articles of Incorporation and EIN number. If the applicant is forming a new non-profit organization, the applicant must provide draft articles of incorporation.
2. Financial capability. Please provide the following documents:
 - a. A recently audited financial statement of current assets and liabilities for the past two years.
 - b. Documentation of the organization's current net worth and the form of that net worth, including its capacity to convert non-liquid assets into cash if needed.
 - c. Evidence of the amount of current reserve borrowing power for the organization.
 - d. List of commitments or potential commitments, which may impact assets, lines of credit, guarantor letters, or otherwise affect the ability to perform this contract.
 - e. Documentation showing the organization's access to working capital, including the finance of equipment needed to service the proposal.
 - f. If the managing organization will not be the funding organization, provide the above documentation for the primary funder or funders and a letter affirming the financial commitment the funders are making to the station.
3. Letters of support and recommendation from area organizations and/or businesses that indicate they are willing to partner/work with the applicant to make a successful PALA facility, or that speak to a prior successful working relationship, or to a current or past successful experience managing an organization (access television management particularly helpful).
4. Resumes for each of the applicants.

V. PROPOSAL PROCESS TIMELINE

Event	Date/Location
RFP Issued	Monday, September 16, 2024 and Monday, September 23, 2024
Voluntary Pre-Bid Meeting	Wednesday, September 25, 2024 at 10 a.m., James Baker Conference Room/9th Floor City Council, inside the Louis L. Redding City/County Building, 800 N. French Street, Wilm., DE 19801
Deadline for Written Questions from applicants	Wednesday, October 2, 2024 at 4:30 p.m.
City releases Responses to Written Questions	Monday, October 7, 2024 at 4:30 p.m.
Proposal Due Date and Time	Friday, October 18, 2024 at 4:30 p.m.
Conduct Interviews	Monday, October 28, 2024 at noon and Friday, November 1, 2024 at noon, James Baker Conference Room/9th Floor City Council, inside the Louis L. Redding City/County Building, 800 N. French Street, Wilm., DE 19801
Announcement of Recommendation	Friday, November 8, 2024

VI. ADDRESS OR DELIVER WRITTEN PROPOSALS TO:

Mailing address:

Wilmington Cable, Video and Telecommunications Commission
Louis L. Redding City/County Bldg., 9th Floor/City Council
800 French Street
Wilmington, DE 19801-3537
Attn: Marchelle Basnight

E-Mail address: mbasnight@wilmingtonDE.gov

If you have any questions or need clarification, please call: 302-576-2140

City of Wilmington Public Access/Leased Access/Live Leased Access Request for Proposal

ATTACHMENT A

INVENTORY LIST OF EQUIPMENT

Public Access TPO Equipment Inventory

Item Description	Item Type	Serial Number (if applical)	Acquisition Date	Asset Number
Sharp LC-32LE551U	Monitor	40500714636	2016-01-01	100253
VideoTek RS-10A	Channel Selector		2000-01-01	100060
ESE 993U	Clock	9931	2012-01-01	100070
DellLatitude E5540	Computer	G482K12	2014-01-01	100068
HP Oavilion	Computer		2014-01-01	100116
Laminare U Shape	Console Desk		2014-01-01	100134
NewTek Tricaster	Switcher	AQ1441030	2014-01-01	100084
Sony PVE-500	Editing Deck	701588	2000-01-01	100072
LG SP80NB80	DiskWriter	709HPZZ085253	2017-09-01	100081
AAAKI-Pro	Media Recorder		2012-01-01	100120
SonyVRD-MC6	DVD Recorder	4457041VRDMC6	2014-01-01	100085
Samsn Servo 120A	Server Drive	S131000088	2014-01-01	100076
Lacie Neil Poulton	Server Drive		2014-01-01	100136
RTS Headset	Comm Set		2014-01-01	100063
RTS Headset	Comm Set		2014-01-01	100083
Taldex BP-1002	Comm System	190613	2014-01-01	100064
Taldex BP-1002	Comm System	19016	2014-01-01	100082
CFX16MK2	Audio Mixer	203410500BPVCV0265	2014-01-01	100073
Samsung8in. LCD	Monitor		2014-01-01	100053
Samsung 12in. LCD	Monitor		2014-01-01	100055
NEC Multisync EX231W	Monitor		2014-01-01	100066
NEC Multisync EX231W	Monitor		2014-01-01	100067
JVC DT-R24L41D	Monitor	15940238	2008-01-01	100069
Sharp LC-32LE551U	Monitor	40500714637	2014-01-01	100071
NEC Multisync 30	Monitor		2014-01-01	100077
NEC Multisync 30	Monitor		2014-01-01	100078
Blackmagic 12in.	Monitor		2014-01-01	100114
Blackmagic 6 in. Dual	Monitor	2117075	2014-01-01	100119
BG2 85 Amp	Power Amplifier		2010-01-01	100117
Extron MPA 152 Plus	Power Amplifier		2014-01-01	100124
AAAKUMO 3232	Video Router		2014-01-01	100125
Tripp Lite Power Distribution	Power Distribution		2014-01-01	100074
Tripp Lite Power Distribution	Power Distribution		2014-01-01	100135

CVSC 611 Power Distribution	Power Distribution						2004-01-01	100062
Middle Atlantic PD-915R	Power Distribution						2014-01-01	100056
Tripp Lite Power Distribution	Power Distribution						2014-01-01	100133
Behringer MDX 2100	Processor				71200001		2014-01-01	100057
Rack Computer Complant ?							2012-01-01	100137
Knox RS8X8HB	Video Router						2008-01-01	100061
Telvue B100 Hyper Caster	Cablecast Server						2014-01-01	100130
NewTek Tricaster 460	Switcher			NA2017817306868			2016-01-01	100129
JBL Control 5 Speaker	Speaker						2014-01-01	100079
JBL Control 5 Speaker	Speaker						2014-01-01	100080
AAA KUMO CP	Control Panel						2014-01-01	100118
Kramer VM-2H2	AV/Switch						2014-01-01	100126
Kramer VM-2H2	AV/Switch						2014-01-01	100127
Dell OP 3020	Computer			FTXM812			2014-01-01	100065
Toshiba MV13L3	VCR			19961650			2001-01-01	100054
Pioneer 1080P	VCR						2014-01-01	100123
Ocean Matrix OMX-7016	AV/Switch						2010-01-01	100058
Ocean Matrix OMX-7016	AV/Switch						2010-01-01	100059
Kramer VM-10AR2	AV Switch						2014-01-01	100128
Audiocom MS-2002	AV/Switch			239471			2014-01-01	100075
Blackmagic Audio Monitor	Audio Monitor					2073409	2014-01-01	100115
Lacie Neil Poulton	Server Drive						2014-01-01	100036
IHIP Headset	Comm Set						2014-01-01	100045
Sennheiser MIKE 600	Microphone						2014-01-01	100046
NEC Multisync EX223W	Monitor			453082581A			2014-01-01	100038
NEC Multisync EX223W	Monitor			45308262TA			2014-01-01	100039
Dell E178FPB	Monitor			7426191C2RKL			2009-01-01	100041
AVAIO Express	AV/I/O unit			E0109739			2014-01-01	100037
JBL Control 2P	Speaker			M407026940A			2014-01-01	100052
HP Z420	Computer			2UA4371V9N			2014-01-01	100035
Dell OP 745	Computer					2RLRF1	2014-01-01	100040
Manfrotto 546B	Tripod			E504HD15005075			2014-01-01	100049
Manfrotto 546B	Tripod			E504HD15005086			2014-01-01	100050
Manfrotto 546B	Tripod			E504HD14004066			2014-01-01	100051
JVC GY-HM600U	Camera			14041583			2014-01-01	100044
JVC GY-HM600U	Camera			14041594			2014-01-01	100047

JVC GY-HM600U	Camera		157M0205		2014-01-01	100048
Sharp 30 in.	Television				2016-01-01	100252
Sharp 40 in.	Television				2014-01-01	100033
Sharp 40 in.	Television				2014-01-01	100034
Eagle ADD-15 Flammable Cabinet	Cabinet				2014-01-01	100148
Hard Shell Travel Case	Travel Case - Tripod				2010-01-01	100244
Hard Shell Travel Case	Travel Case - Tripod				2010-01-01	100245
Hard Shell Travel Case	Travel Case - Tripod				2010-01-01	100246
Hard Shell Travel Case	Travel Case - Tripod				2010-01-01	100247
Hard Shell Travel Case	Travel Case - Tripod				2010-01-01	100248
Hard Shell Travel Case	Travel Case - Tripod				2010-01-01	100249
Hard Shell Travel Case	Travel Case - Tripod				2010-01-01	100250
Hard Shell Travel Case	Travel Case - Tripod				2010-01-01	100251
Shok Stop Travel Case	Travel Case - Camera				2014-01-01	100228
Shok Stop Travel Case	Travel Case - Camera				2014-01-01	100229
SBK Travel Case	Travel Case - Camera				2008-01-01	100235
Shok Stop Travel Case	Travel Case - Camera				2014-01-01	100236
Generic Travel Case	Travel Case - Camera				2000-01-01	100238
Generic Travel Case	Travel Case - Camera				2000-01-01	100239
Generic Travel Case	Travel Case - Camera				2000-01-01	100240
Generic Travel Case	Travel Case - Camera				2000-01-01	100241
Generic Travel Case	Travel Case - Camera				2000-01-01	100242
Toshiba L455D	Computer (Laptop)				2012-01-01	100271
Panasonic DMR-ES35V	DVD Player	U6C806890			1998-01-01	100202
Sony DVP-NS77H	DVD Player	1253832			2014-01-01	100151
HP T45XI	Fax Machine				2014-01-01	100172
Telvue DCCDO	Cablecast Server	DSMC2G1			2008-01-01	100207
ClearCom Headset	Comm Set				2010-01-01	100260
ClearCom Headset	Comm Set				2008-01-01	100261
ClearCom Headset	Comm Set				2008-01-01	100262
Telex Headset	Comm Set				2008-01-01	100263
RTS Headset	Comm Set				2010-01-01	100264
Elation Pro Fresnel	Lighting				2000-01-01	100187
Elation Pro Fresnel	Lighting				1992-01-01	100195
Sony 3in. DFX-41	Monitor	30613			1998-01-01	100157
Schumann U832 Upright Piano	Piano				2014-01-01	100173

Prop Pedestal									2000-01-01	100197
Prop Pedestal									2000-01-01	100198
Prop Pedestal									2000-01-01	100199
Prop Pedestal									2000-01-01	100200
Prop Pedestal									2000-01-01	100201
Rack Computer Component ?									2000-01-01	100211
General Instruments Interactive	AVV Receiver						2.73133E+11		2014-01-01	100150
Arris TM502G	Router						77SBMV4C6213065		2008-01-01	100215
Strand Leko Light	Lighting								2012-01-01	100158
Kliegl	Lighting								2000-01-01	100162
Kliegl	Lighting								2000-01-01	100163
Generic Light	Lighting								2000-01-01	100165
Generic Light	Lighting								2000-01-01	100166
Generic Light	Lighting								2000-01-01	100167
Lee Color Tran Light	Lighting								2000-01-01	100168
Generic Light	Lighting								2000-01-01	100169
Generic Light	Lighting								2000-01-01	100170
Generic Light	Lighting								2000-01-01	100178
Generic Light	Lighting								2000-01-01	100223
Generic Light	Lighting								2000-01-01	100224
Dell OP SX 270	Computer							1VD6M31	2012-01-01	100149
V Shape Desk									2000-01-01	100196
RCA J27530	Television								2000-01-01	100171
Manfrotto 3068	Tripod								2014-01-01	100146
Manfrotto 3068	Tripod								2014-01-01	100147
Manfrotto 3068	Tripod								2014-01-01	100153
Miller	Tripod								2000-01-01	100213
Generic Tripod	Tripod								2000-01-01	100214
Manfrotto Tripod	Tripod								2000-01-01	100230
Generic Tripod	Tripod								2014-01-01	100269
Generic Tripod	Tripod								2014-01-01	100270
Sony DXC-327B	Camera							10293	2012-01-01	100154
Sony DXC-327B	Camera							11052	2012-01-01	100155
Sony DXC-327B	Camera							13041	2012-01-01	100156
Sony VRD-MC6	DVD Recorder							BE5173359	2014-01-01	100030
JVC HZ-FM13U	Focus Control							20140703	2014-01-01	100019

JVC HZ-FM13U	Focus Control	20131004	2013-01-01	100020
JVC HZ-FM13U	Focus Control	20140703	2014-01-01	100021
RTS Headset	Comm Set		2014-01-01	100013
RTS Headset	Comm Set		2014-01-01	100014
RTS Headset	Comm Set		2014-01-01	100015
RTS Headset	Comm Set		2014-01-01	100028
Telex BP-1002	Comm System	190613		100016
Telex BP-4000	Comm System	882663		100017
Telex BP-1002	Comm System	190613		100018
Telex BP-1002	Comm System	190613		100029
Whirlwind Junction Box	Electric Box			100026
Whirlwind Junction Box	Electric Box			100027
Elation Pro Fresnel	Lighting			100086
Elation Pro Fresnel	Lighting			100087
Elation Pro Fresnel	Lighting			100088
Elation Pro Fresnel	Lighting			100089
Elation Pro Fresnel	Lighting			100092
Elation Pro Fresnel	Lighting			100095
Elation Pro Fresnel	Lighting			100097
Elation Pro Fresnel	Lighting			100099
Elation Pro Fresnel	Lighting			100102
Elation Pro Fresnel	Lighting			100103
Elation Pro Fresnel	Lighting			100105
Elation Pro Fresnel	Lighting			100106
Elation Pro Fresnel	Lighting			100107
Elation Pro Fresnel	Lighting			100109
ETC Element	Light Board	434406200		100031
JVC 20140411	Monitor	M099M1195		100001
JVC 20140411	Monitor	099M1201		100002
JVC 20140411	Monitor	099M1204		100003
NEC Multisync V423	Monitor	47020575NA		100025
AOC 195LM00002	Monitor	FSGFCHA107792		100032
Elation TVL40002 Panel Light	Lighting	6307055		100090
Elation TVL40002 Panel Light	Lighting			100096
Elation TVL40002 Panel Light	Lighting	6308318		100100
Elation TVL40002 Panel Light	Lighting	6307002		100101

ATTACHMENT B

SAMPLE QUESTIONS AND ANSWERS

Frequently Asked Questions

Is the TPO required to adhere to have a diverse group and kinds of shows, or do they choose who they want to have on the programming schedule. Can they exclude certain groups or are they required to provide fair and diverse programming. For example: by race, color, creed, etc.

The City anticipates that the rules and procedures proposed by a successful bidder will include fair and non-discriminatory access for those seeking leased or public access air time.

Is there room when the TPO takes over for there to be a public comment portion so if the public is not happy with how the TPO is running the programs, etc.

Yes. The management of the TPO and the overall operations of the PALA will be monitored by the City of Wilmington's Cable, Video and Telecommunications Commission as well as the Public/Leased Access Citizens Advisory Board (PLACAB). The public will have ample opportunities to express opinions to these bodies.

Who are all of the parties putting this offering together and how did they reach the conclusion that this model will work?

The City assembled the RFP based on the Franchise Agreement agreed to by the City and Comcast in November of 2012. The parties did not draw conclusions, but sought to create a platform that will continue to allow for the successful delivery of locally originated programming in the City.

What research was conducted to validate this type of offering?

The City retained an expert consultant to advise it on the elements needed to make this model successful. Research conducted by the City and Comcast indicates that this model could be successful if properly planned, managed and promoted.

Is it realistic to combine PEG with LA, LLA and PLA under one umbrella, when there is no previous model of this working to compare it to? Isn't Comcast supposed to keep these channels separate?

Potential bidders should evaluate the model before submitting a bid. The use of a single channel for both public access and local leased access is permitted under federal law. The operation of the channel will allow adequate channel capacity to be dedicated to both 51005.00012\8174147.1 "public" and "leased access" use, according to terms established by the TPO. "Public" use need not mean "free" use. Although the channel will deliver leased-access programming, nothing in the franchise agreement frees Comcast of its leased-access obligations under federal law.

In reality, the TPO needs a full time staff to operate program scheduling, selling time, doing production and promoting the operation. Does Wilmington and New Castle County have this kind of market to justify this offering?

Potential bidders should determine the answer to this question and use that

determination as part of their response to the RFP.

Have you done any extensive market research that we can view that would support this opportunity as being viable?

No. Potential bidders should evaluate the opportunity independently.

How does the current state of this local market make this an attractive offer?

Potential bidders should determine the answer to this question and use that determination as part of their response to the RFP.

Can you accurately define the percentage of prime time programming Comcast will be allotting for LA, LLA, PLA, Education and Government viewing AND promotion?

It is not Comcast, but the TPO, that will determine the percentage of time allocated to each type of programming. Under terms of the Franchise Agreement, all current local leased access clients as of April of 2014 must be given the opportunity to become local leased access clients of the TPO. This RFP is not related to the Education or Government channels currently in use in Wilmington. Comcast is not required to promote or market the leased access television station.

What level of oversight and interaction with the city would exist as part of this agreement?

The Director of Communications for the Wilmington City Council is responsible for ensuring both parties are compliant per the terms of the agreement with regard to the required monthly and quarterly reporting by the TPO. It is the responsibility of the TPO to avoid a non-compliant status by ensuring it is meeting the requirements laid out in the agreement.

ATTACHMENT C

SAMPLE RATE SHEET



DETV Channel 28 Current Rate Card

Revised 09/11/19

TYPE SERVICE		COST
STUDIO RENTAL	No Insurance Fee	HALF DAY RATE \$500 FULL DAY RATE \$1000
LEASED ACCESS RATE CARD		
FCC RATE CARD FEES. MIDNITE-6AM 6AM-NOON NOON-6PM 6PM-12MIDNT		

* 30 MINUTE RATES			\$3.72	\$7.44	\$11.32	\$14.88
	Tech Service Fee	Insurance Fee Billed Separately	12am - 6am	6am - noon	noon - 6pm	6pm - 12am
STUDIO LIVE 30- min	\$332.50 Prime Time- \$350.00	\$150.00 then \$20.00 once a mo.	\$336.22 Prime Time- \$353.72	\$339.94 Prime Time- \$357.44	\$343.82 Prime Time- \$361.32	\$347.38 Prime Time- \$364.88
Pre-Recorded Show – 30 min	\$175.00 Prime Time- \$192.50	\$150.00 then \$20.00 once a mo.	\$178.72 Prime Time- \$196.22	\$182.44 Prime Time- \$199.94	\$186.32 Prime Time- \$203.82	\$189.88 Prime Time- \$207.38
DELIVERED RECORDED PROGRAMING 30 min	\$63.35 Prime Time- \$77.53	N/A	\$67.07 Prime Time- \$81.25	\$70.79 Prime Time- \$84.97	\$74.67 Prime Time- \$88.85	\$78.23 Prime Time- \$92.41
* 60 MINUTE RATES			\$7.44	\$14.88	\$22.32	\$29.76
	Tech Service Fee	Insurance Fee Billed Separately	12am-6am	6am - noon	noon - 6pm	6pm - 12am
STUDIO LIVE 60 min	\$665.00 Prime Time- \$700.00	\$150.00 then \$20.00 once a mo.	\$672.44 Prime Time- \$707.44	\$679.88 Prime Time- \$714.88	\$687.32 Prime Time- \$722.32	\$694.76 Prime Time- \$729.76
Pre-Recorded Shows -60 min	\$350.00 Prime Time- \$385.00	\$150.00 then \$20.00 once a mo.	\$357.44 Prime Time- \$392.44	\$364.64 Prime Time- \$199.94	\$372.64 Prime Time- \$407.64	\$379.76 Prime Time- \$414.76
DELIVERED RECORDED PROGRAMING 60 min	\$126.70 Prime Time- \$155.06	N/A	\$134.14 Prime Time- \$162.50	\$141.58 Prime Time- \$169.94	\$149.34 Prime Time- \$177.70	\$156.46 Prime Time- \$184.82
To DIGITAL MEDIA HALF DAY RATE Minimum	\$400	No Insurance Fee	N/A	N/A	N/A	N/A
Commercial Ads 30sec. / 60sec.	Price varies	N/A				
Photography	\$195/hr.	N/A				
Graphics/Voice/Music	Price varies	N/A				
In-House Editing	\$175/hr.	N/A				

- All rates listed are **starting at prices** and are subject to change due to the **level of production required**.

Calculated Rates include Tech Service Fee + FCC Rate according to timeslot and duration. Insurance Fee not included.
Prime Time hours: Monday – Friday: 8:00pm -11:00pm; Sunday: 6:00am -11:00pm

ATTACHMENT D

SAMPLE AGREEMENT BWTWEEN THE CITY AND THIRD PARTY OPERATOR

PUBLIC ACCESS AND LEASED ACCESS MANAGEMENT AGREEMENT

THIS PUBLIC ACCESS AND LEASED ACCESS MANAGEMENT AGREEMENT (this "Agreement") is made and entered into as of the ____ day of _____, 2024 (the "Effective Date"), by and between the DETV Foundation, Inc. ("Manager"), and the CITY OF WILMINGTON, a Delaware municipal corporation ("City").

WITNESSETH:

WHEREAS, the City and Comcast of New Castle County, LLC ("Comcast") entered into that certain Cable Franchise Agreement dated November 19, 2012 (the "Franchise Agreement"), which granted Comcast a non-exclusive franchise for the construction, reconstruction, operation and maintenance of a cable system within the City;

WHEREAS, Section 8 of the Franchise Agreement provides that the City and Comcast will select a third-party operator to (i) program and operate the Access Channel (as defined in Section 1 below) and (ii) operate and manage the Studio (as defined in Section 1 below);

WHEREAS, the City initiated a request for proposal ("RFP") process to select the third-party operator; and

WHEREAS, Manager has been selected by the RFP process to manage the Access Channel and Studio on the terms set forth herein; and

WHEREAS, the parties wish to enter into a new one-year agreement amidst ongoing negotiations between City and Comcast.

NOW, THEREFORE, in consideration of the covenants and promises set forth herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

SECTION 1. DEFINITIONS.

For the purpose of this Agreement, the following words, terms, phrases and their derivations shall have the meanings given herein, unless the context clearly requires a different meaning. When not inconsistent with the context, the masculine pronoun includes the feminine pronoun, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

1. Access Channel: A video channel which Comcast makes available pursuant to the Franchise Agreement with the City for the purpose of transmitting Public Access and Leased Access programming.
2. Comcast Management Agreement: The Agreement between Manager and Comcast dated on or about the date hereof, a copy of which is attached hereto as Exhibit "A",

which designates Manager as the operator and manager of Leased Access on the Access Channel.

3. Equipment: All studio and production equipment purchased by the City for use with respect to the Studio or Access Channel, or studio and production equipment donated to the City for use with respect to the Studio or Access Channel which is listed on Exhibit "B" attached hereto. Exhibit B shall be updated from time to time to reflect a current and accurate inventory of that studio and production equipment purchased by the City for use with respect to the Studio or Access Channel, or of that studio and production equipment donated to the City with respect to the Studio or Access Channel.
4. Leased Access: The ability of a Wilmington area programmer to make content available on the Access Channel for a fee, typically based on the amount of airtime the programmer wishes to purchase. As used in this Agreement, Leased Access is limited to those programmers located in New Castle County and the City of Wilmington and shall not apply to programmers outside the City or New Castle County.
5. Origination Capacity: An activated connection to an upstream channel allowing the Manager to send programming to be displayed on the Access Channel to Comcast's headend facility.
6. Public Access: The ability of any Wilmington resident or any persons affiliated with a Wilmington institution to use the designated facilities, equipment and channel, subject to the conditions and procedures established for such use.
7. Studio: The production studio for the Access Channel, which shall be located at _____, Wilmington, Delaware.
8. Studio Sublease Agreement: The Lease Agreement between the City as lessor, and DETV, as lessee, dated _____, 2024, a copy of which is attached hereto as Exhibit "C".

SECTION 2. TERM

Unless sooner terminated in accordance with this Agreement, this Agreement shall run for one year from the date of signature. This Agreement confers no permanent rights upon Manager nor guarantees any right to have this Agreement extended upon the end of any such term as set forth herein.

SECTION 3. DESIGNATION

Subject to the terms of this Agreement, the City hereby designates Manager as the entity designated to operate and manage (a) Public Access on the Access Channel and (b) the Studio. Pursuant to the terms of the Comcast Management Agreement, Comcast has designated Manager as the entity designated to operate and manage Leased Access on the Access Channel. Manager

shall at all times be an independent contractor of the City and Comcast and shall not represent itself as representing, speaking for, or otherwise acting on behalf of the City and/or Comcast.

SECTION 4. PERIODIC REPORTING

(1) On an annual basis and no later than the last day of March or within ninety (90) days of the end of its fiscal year, Manager shall provide a written report to the City and Comcast (the "Annual Access Report"), which report shall include the following:

(a) A certificate of good standing for Manager issued by the State of Delaware no more than thirty (30) days prior to the date of the Annual Access Report;

(b) Year-end financial statements of Manager for the previous year, audited by an independent certified public accountant licensed in the State of Delaware;

(c) The previous year's budget and actual expenditures summaries;

(d) The upcoming year's budget;

(e) A three year capital budget plan for the Studio and Equipment;

(f) The hours of programming cablecast on the Access Channel in the prior year (excluding repeat programming);

(g) Notable events, actions and programs in the prior year with respect to Manager, Studio and the Access Channel;

(h) Training classes for the Studio and Equipment offered and attendance thereto;

(i) Manager policies and procedures for programmers, with any changes thereto from the previous year highlighted;

(j) An updated business plan if the business plan has been amended since the prior version submitted to the City and Comcast; and

(k) Any other documentation and/or items mutually agreed upon by the parties hereto and as may be reasonably requested by the City or Comcast.

(2) Following the submission of the Annual Access Report, Manager shall meet with the City and Comcast or their designee(s), for the purpose of reviewing Manager's operations, budget, programming and items contained in the report.

(3) In addition to the Annual Access Report, on or prior to the twentieth (20th) day of each calendar month Manager shall provide a written report (the "Monthly Report"), which report shall include the following:

(a) The programming schedule for the previous calendar month with the name of the program and programmer indicated for each programming block;

- (b) Meeting minutes for all regular meetings of Manager's Board of Directors;
- (c) Training classes for the Studio and Equipment offered and attendance thereto for the previous calendar month; and
- (d) TPO Treasurer's Report (include cash flow statement, actual income/expense sheets versus budget).

(4) In addition to the Annual Access Report and Monthly Report, on a quarterly basis no later than the tenth (10th) day immediately following the end of Manager's calendar quarter, Manager shall provide to the City a written report (the "Quarterly Report"), which report shall contain the following:

- (a) Manager's financial statements;
- (b) Current rate card for channel time, studio and equipment use, and staff time;
- (c) Summary of tracking sheet showing hours of usage of all facility services organized by type of user (public or leased) and type of service used;
- (d) Summary of channel time usage by each type of user (public, leased, live leased), rate paid;
- (e) Equipment report detailing equipment condition changes, maintenance, and repair;
- (f) Activity summary of training, outreach, sales, and marketing efforts that includes the target audience, method, duration of effort, and response; and
- (g) Dispute Report detailing any problems with clients that were handled by staff and any disputes that need to be mediated or appealed to the Wilmington Cable, Video and Telecommunications Commission (hereinafter "Commission").

(5) Manager shall provide the City with such other reports and information as the City may request pertaining to the Access Channel, Equipment, Studio and the Studio Lease Agreement.

(6) Within ten (10) days of filing, Manager shall provide a copy to the City of all amendments or modification to the organizational documents of Manager and any filings submitted to the State and federal government, including, but not limited to, instruments of restatement of articles of incorporation, by-laws, dissolution, and any other corporate filings.

(7) Within ten (10) days of any amendment(s) or addendum(s) to or extension(s) of the Studio Lease Agreement, Manager shall provide the City a copy of the updated Studio Lease Agreement.

(8) Manager shall cooperate fully and in good faith in answering questions from the City or Comcast regarding reporting required under this section. In addition, Manager shall provide such information as is reasonably requested by the City prior to such meeting.

SECTION 5. MANAGER OBLIGATIONS

Manager shall provide Public Access and Leased Access programming and services as follows:

(1) Schedule, operate and program the Access Channel provided by Comcast in accordance with Section 6 below;

(2) Solicit, manage and collect funding for the Studio and Access Channel;

(3) Purchase and/or lease equipment in accordance with the Equipment Budget (as defined in Section 9 below);

(4) Operate and maintain the Studio for Public Access and/or Leased Access users;

(5) Conduct monthly training programs for Wilmington residents and members of Wilmington-based organizations in the skills necessary to produce Access Channel programming;

(6) Provide non-discriminatory access to production and post-production equipment and facilities, and technical assistance, to Access Channel users, in accordance with Manager's policies and procedures;

(7) Prior to Manager airing programming on the Access Channel, establish rules, procedures and guidelines for the use of the Studio, Equipment and channel time;

(8) At least once every other calendar month, engage in publicity, fund-raising, outreach, referral and other activities to support operations; and

(9) Accomplish such other tasks relating to the operation, scheduling and/or management of the Access Channel, Studio and Equipment as Manager may consider appropriate and necessary.

SECTION 6. ACCESS CHANNEL

(1) Manager shall have the responsibility for managing, scheduling, operating and programming the Access Channel in a non-discriminatory manner. The City and Comcast shall have no editorial control over the programming carried on the channel except that Comcast may refuse to transmit any program or portion of a program which contains obscenity, indecency, or nudity.

(2) Manager shall provide a programming schedule for the Access Channel to Comcast on a bi-weekly basis and to the City on a monthly basis.

(3) As the designated manager of the Access Channel, Manager shall set the policy and pricing for Public Access and Leased Access in compliance with all applicable laws and regulations.

(4) Manager shall comply with (a) the Comcast Management Agreement, (b) the Studio Lease Agreement and (c) the Leased Access Guidelines attached hereto as Exhibit "F", as such guidelines are supplemented, revised or updated by the Manager.

(5) In programming the Access Channel, the Manager shall comply with all federal and state laws and regulations at all times during the term of this Agreement. Comcast will notify Manager on an annual basis of the maximum permitted leased access rate and any other changes in applicable Leased Access regulations. Manager shall have a concurrent responsibility to learn and comply with applicable Leased Access regulations for all Leased Access programming.

(6) As required by Section 8.C. of the Franchise Agreement, Manager shall allow the leased access programmers of the Access Channel who existed in July 2013 and have remained in existence to date to maintain their existing time slots, which are listed on Exhibit "D" attached hereto, so long as such programmers stay current on their required payments to Manager and otherwise comply with the rules and procedures adopted by Manager for the use of the Studio and Access Channel. In the event that any existing leased access programmer fails to make a required payment to the Manager on or prior to the due date for such payment or otherwise fails to comply with the rules and procedures adopted by Manager with respect to the use of the Studio and Access Channel (a "Defaulting Programmer"), then thereafter, Manager shall have no further obligation to reserve any time slot for such Defaulting Programmer, and Manager may offer any time slot designated for such Defaulting Programmer on Exhibit "D" hereto to another individual or group in accordance with Manager's standard terms and conditions for Leased Access airtime. Even if a Defaulting Programmer cures its default with respect to its obligations owed to Manager, the Manager shall have no obligation following such cure to restore the Defaulting Programmer's previously designated time slot(s).

(7) The Commission shall be the entity to hear and resolve all conflicts and disputes that may arise between the Manager and Leased Access clients or between the Manager and the community (or others) with respect to the Access Channel or Studio. The Commission shall have the authority to promulgate rules and regulations regarding hearing and resolving all such conflicts and disputes. A dispute shall be submitted to the Commission by the filing of a petition within thirty (30) calendar days of the occurrence constituting the conflict and/or dispute in question on a form provided by the Commission. The petition must be completed and submitted via e-mail, hand delivery or U.S. mail. If mailed, the petition must be received on or before the 30th calendar day of the occurrence constituting the conflict and/or dispute. Petitions shall be decided by the Commission after a hearing, unless the matter is settled, or the parties otherwise agree in writing that a hearing is not necessary. All decisions of the Commission are final and binding, and shall not be subject to any administrative appeal or further review of any kind. All such decisions shall be in writing and duly recorded in a permanent record. A request for reconsideration by the Commission may be made by any person or entity that was a party to the initial complaint, provided that such request is duly submitted on the form provided by the Commission. Any submission for reconsideration shall be submitted by email, hand delivery or US mail within ten (10) calendar days of the written decision.

SECTION 7. ACCESS STUDIO

During the term of this Agreement, Manager shall manage and operate the Studio in accordance with the requirements of this Agreement and the terms of the Studio Sublease Agreement.

SECTION 8. REVENUES AND FINANCIAL SUPPORT

(1) To fund its annual operations and subject to the requirements of the Comcast Management Agreement, Manager shall have the right to retain all revenues earned from its Public Access and Leased Access activities and the use of the Studio and the Equipment. Comcast shall provide Manager with the “maximum permitted leased access rate” allowed under applicable law and Manager shall not exceed such maximum permitted rate for Leased Access programming.

(2) The City shall have no obligation to provide any form of financial support to Manager with respect to the operation of the Studio or the Access Channel. In the event of a shortfall in Manager’s revenues earned from its activities hereunder, Manager shall not make any request of the City for additional financial support and shall look solely to other third parties for grants or other sources of revenue to support its operations. If Manager shall make any request of the City for additional financial support, then such request shall constitute a default under this Agreement and the City shall have all remedies provided to the City by Section 14 of this Agreement.

SECTION 9. EQUIPMENT

(1) The Equipment shall be leased to Manager by the City in accordance with the terms and conditions of that certain Equipment Lease Agreement attached hereto as Exhibit “E”.

(2) During the term of this Agreement, Manager shall maintain the Equipment in good repair, condition and working order. Manager, at its sole cost and expense, shall make all necessary repairs to the Equipment and shall replace any defective, worn or malfunctioning parts with components that are reasonable and compatible to the original components in the Equipment. In order to facilitate the care and maintenance of the Equipment during the term of this Agreement, Manager, at its sole cost and expense, shall either (a) enter into and maintain a maintenance and service contract (the “Maintenance Contract”) that provides for the inspection, care and maintenance of the Equipment by a qualified service provider approved by the City (the “Maintenance Contractor”) or (b) hire a qualified television studio engineer (“Studio Engineer”) as an employee of Manager that shall regularly inspect, care and maintain the Equipment. Prior to hiring a Studio Engineer, Manager shall provide the City with a copy of the Studio Engineer’s resume and credentials and shall consider in good faith any concerns expressed by the City with respect to the resume or credentials of the proposed candidate for the Studio Engineer position. The Manager shall not terminate any Maintenance Contract without first obtaining the prior written consent of the City. If Manager engages a Maintenance Contractor, Manager shall provide the City with copies of any and all notices, reports and service call summaries prepared by the Maintenance Contractor within five (5) business days of Manager’s receipt of such notices, reports and summaries. If Manager engages a Studio Engineer, Manager shall submit on a monthly basis

a work log and staff report prepared by the Studio Engineer that details the inspections and maintenance performed by the Studio Engineer during the previous calendar month.

(3) The City shall have the right to inspect the Equipment at any time during normal business hours for the City.

SECTION 10. OWNERSHIP AND CONTROL

(1) To secure all of its obligations under this Agreement, the Manager hereby grants to the City a security interest in all of the assets and interests owned or hereafter acquired by the Manager, and the proceeds thereof, including but not limited to, Equipment, deposit accounts and inventory, and all equipment and fixtures. The Manager agrees to take all steps reasonably requested by the City to perfect and enforce the City's security interest, including the execution and processing of financing statements and continuation statements under the Delaware Uniform Commercial Code. The Manager shall also notify any institution with which it now or hereafter maintains any deposit account of the existence of the City's security interest in the account.

(2) All such assets and interests shall at times remain under the control of the Manager. The Manager shall have the right to determine appropriate rules, procedures guidelines for the use of the Studio and Equipment and to amend such rules, procedures and guidelines from time to time; provided, however, that the Manager shall provide the City with a copy of such rules, procedures and guidelines and any amendments thereto. In the event of dissolution of the Manager, all of such assets and interests referenced in paragraph (a) above shall become the property of the City and/or its designee.

(3) Upon the written request of Manager, and if judged to be reasonable and appropriate by the City, the City may agree to subordinate the City's interest to finance the purchase of equipment or property. Such subordination shall only be with respect to the specific equipment or property that Manager might wish to finance.

SECTION 11. INDEMNIFICATION

Manager shall itself, at its sole cost and expense, and in its rules for use of the Studio and/or Access Channel, require every user of the Studio, Access Channel or Equipment to, indemnify and hold harmless the City, Comcast, their affiliates, officials, boards and employees against any and all claims arising out of any use of the Studio, Access Channel or Equipment and/or due to any programming cablecast over the Access Channel including, but not limited to personal injury, libel, slander, invasion of privacy or publicity rights, non-compliance with applicable rules, regulations and/or laws and/or authorized use of copyrighted materials. This Section 11 shall survive the termination of this Agreement.

SECTION 12. INSURANCE

(a) Manager, at Manger's sole expense, shall obtain and keep in force throughout the term of this Agreement, with a reputable insurance company having an AM Best rating of A-, VII or better, and authorized to do business in the State of Delaware, insurances with coverages and limits as follows:

(1) A policy (or policies) of Workers' Compensation insurance covering Manager's employees in accordance with statutory requirements of the State of Delaware. Each such policy shall be on a form approved for use the State of Delaware and shall provide, at a minimum, statutory Workers' Compensation coverage, and Employer's Liability at limits of not less than \$100,000 each accident for Bodily Injury by Accident, \$300,000 policy limit for Bodily Injury by Disease, and \$100,000 each employee for Bodily Injury by Disease.

(2) Commercial General Liability Insurance on current standard forms with limits of liability for such insurance to be no less than \$1,000,000 per occurrence for bodily injury, property damage and contractual liability of Manager, and \$2,000,000 in the aggregate.

(3) Media Perils Liability Insurance (Broadcasters' Liability/Errors and Omissions) to cover Manager's and its lessee's or sublessee's media activities as described in this Agreement, including but not limited to, production of programming and all programming cablecast under the terms of this Agreement (including but not limited to original programming, marketing activities, sales promotions, and other activities). Such insurance shall cover, at a minimum, the "offenses" of defamation of character or reputation; invasion of privacy; infringement of trademark, title, slogan, trade name or service mark; and infringement of copyright or misappropriation of ideas. The limit of liability for such insurance shall be no less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

(4) An all-risk business property insurance policy for the Equipment with coverage for the full replacement cost of the Equipment and with a policy limit of at least the full replacement value for the Equipment.

(b) The policies of insurance described in Section 12(a) above shall name the City and Comcast as additional insured parties. It is also understood and agreed that upon issuance of such insurance policy, a complete certified copy shall be given to the City and Comcast for their review and records. No insurance certificates shall be cancelled without a minimum of thirty (30) days prior written notice to the City and Comcast.

SECTION 13. ASSIGNMENT

Manager shall have no right whatsoever to assign or sublet its rights under this Agreement without the prior written consent of the City and Comcast.

SECTION 14. TERMINATION; DISSOLUTION OF THE MANGER; SURVIVAL

(a) In the event of a default by Manager under this Agreement, the City shall have the right to pursue all damages and/or remedies available to the City at law or in equity, including, but not limited to, terminating this Agreement; provided, the City shall have given Manager (i) written notice of the default and (ii) thirty (30) days from the date of such written notice to cure any such default. Notwithstanding the foregoing, the City may immediately terminate this Agreement without providing any cure period to Manager in the event that Manager shall request any additional financial support from the City or if Manager engages in any criminal activity or malfeasance, misfeasance or misappropriation or misuse of funds.

(b) The result of any termination of this Agreement by the City shall be that:

(1) Manager shall no longer be the designated operator of the Access Channel and the Studio;

(2) if requested by the City, the City may remove the Equipment from the Studio or may require that Manager deliver, at Manager's sole cost and expense, the Equipment to a location designated by the City within the City limits.

(c) In the event that Manager is dissolved during the term of this Agreement, or the City or Comcast terminates this Agreement with Manager pursuant to the paragraphs above, the City and Comcast shall have the absolute right to designate another entity, including the City or Comcast itself, to provide Access Channel programming in the City. Any such successor organization shall then assume all of the benefits and obligations contained herein, and all then-existing Equipment and pre-paid rental amounts or service fees with respect to the Access Channel, or Equipment, shall become the property of the City or transferred to such successor organization as directed by the City in writing.

(d) This Section 14 shall survive the termination of this Agreement.

SECTION 15. NONDISCRIMINATION

Manager shall not discriminate against any Person in any of its activities on the basis of race, color, creed, religion, ancestry, national origin, geographical location within the City, sex, sexual orientation, disability, age, marital status or status with regard to public assistance. Manager shall be subject to all other requirements of federal and state laws or regulations relating to nondiscrimination throughout the term of this Agreement.

SECTION 16. NOTICE

(a) Every notice to be served upon the City shall be delivered by courier or overnight delivery service, or sent by certified mail, to Wilmington Cable, Video and Telecommunications Commission, c/o Wilmington City Council, Louis L. Redding City/County Building, 9th Floor, 800 N. French Street, Wilmington, DE 19801, or such other address as the City may specify in writing to Manager. Every notice to be served upon Comcast shall be delivered or sent by certified mail to: Comcast of New Castle County, LLC, ATTN: Government Affairs, 5 Bellecor Drive, New Castle, DE 19720, or such other address as Comcast may specify in writing to the Manager.

(b) Every notice to be served upon Manager shall be delivered by courier or overnight delivery service, or sent by certified mail, to _____, or at such other address as Manager may specify in writing to the City.

SECTION 17. SEVERABILITY

If any section, paragraph, term or provision of this Agreement is determined to be illegal, invalid or unconstitutional, by any court of competent jurisdiction or by any State or federal regulatory agency having jurisdiction thereof, such determination shall have no effect on the

validity of any other section, sentence, paragraph, term or provision hereof, all of which shall remain in full force and effect for the term of this Agreement.

SECTION 18. CITY TAXES AND BUSINESS LICENSE

Manager shall withhold, if applicable, City of Wilmington wage taxes from the compensation of its officers, agents and employees as required by the City of Wilmington wage tax law. Manager shall obtain and maintain throughout the term of this Agreement a valid City of Wilmington business license.

SECTION 19. ENTIRE AND COMPLETE AGREEMENT

This Agreement constitutes the entire and complete Agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements or understandings. This Agreement can be amended only by a written agreement between the parties.

SECTION 20. NO THIRD PARTY BENEFICIARIES

This Agreement is solely an agreement between the signatories hereto and conveys no rights on any third-parties except for Comcast. No third-party (other than Comcast) shall have any right to enforce the terms herein or seek remedies for rights arising out of this Agreement. This Agreement gives Manager no rights under the Franchise Agreement or any other agreement between the City and Comcast.

SECTION 21. ASSISTANCE OF COUNSEL

No provision shall be construed for or against any party to this Agreement on the ground that such party drafted this Agreement.

SECTION 22. RIGHT TO AUDIT AND REVIEW RECORDS

The City shall have the right from time to time during normal business hours and upon forty-eight (48) hours prior written notice to review, make copies of and audit the records of Manager as they relate to the Access Channel, Equipment and Studio. The City shall be permitted to conduct such review or audit of the Manager for any reasonable purpose deemed necessary by the city auditor of the City of Wilmington in connection with the exercise of the auditor's powers and duties as set forth in *Wilm. C. (Charter) § 6-300*.

SECTION 23. BINDING ARBITRATION

If the parties should have a dispute arising out of or relating to this Agreement or the parties' respective rights and duties hereunder and without limiting the City's right to terminate this Agreement as set forth in Section 14, then the parties will resolve such dispute in the following manner: (i) any party may at any time deliver to the other a written dispute notice setting forth a brief description of the issue(s) for which such notice initiates the dispute resolution mechanism contemplated by this Section 23; (ii) during the 45 day period following the delivery of the notice described in Section 23(i) above, appropriate representatives of the parties will meet and seek to resolve the disputed issue(s) through negotiation, (iii) if representatives of the parties are unable

to resolve the disputed issue(s) through negotiation, then within 15 days after the period described in Section 23(ii) above, the parties will refer the issue (to the exclusion of a court of law) to final and binding arbitration in Wilmington, Delaware in accordance with the then existing rules (the “Rules”) of the American Arbitration Association (“AAA”), and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof; provided, however, that the law applicable to any controversy shall be the law of the state of Delaware, regardless of principles of conflicts of laws.

In any arbitration pursuant to this Agreement, (a) discovery shall be allowed and governed by the Rules, and (b) the award or decision shall be rendered by a majority of the members of a Board of Arbitration consisting of three members, one of whom shall be appointed by each of the respective parties and the third of whom shall be the chairman of the panel and be appointed by mutual agreement of said two party-appointed arbitrators. In the event of failure of said two arbitrators to agree within 30 days after the commencement of the arbitration proceeding upon the appointment of the third arbitrator, the third arbitrator shall be appointed by the AAA in accordance with the Rules. In the event that either party shall fail to appoint an arbitrator within 15 days after the commencement of the arbitration proceeding, such arbitrator and the third arbitrator shall be appointed by the AAA in accordance with the Rules. Nothing set forth above shall be interpreted to prevent the parties from agreeing in writing to submit any dispute to a single arbitrator in lieu of a three member Board of Arbitration. Upon the completion of the selection of the Board of Arbitration (or if the parties agree otherwise in writing, a single arbitrator), an award or decision shall be rendered within no more than 30 days or such other period agreed to by the parties. Nothing herein shall restrict the parties from limiting the discovery or having less than three arbitrators.

SECTION 24. GOVERNING LAW

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE DOMESTIC LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICTING PROVISION OR RULE (WHETHER OF THE STATE OF DELAWARE OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF DELAWARE TO BE APPLIED.

SECTION 25. WAIVER OF TRIAL BY JURY

WITHOUT LIMITING SECTION 23 ABOVE, EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING ARISING HEREUNDER.

SECTION 26. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which together shall constitute but one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 2024.

CITY OF WILMINGTON

By: _____

Name:

Title:

Date:

Attest: _____

Maribel Seijo, City Clerk

DE TV FOUNDATION, INC.

By: Ivan Thomas

Name:

Title: Executive Director

Date: June 7, 2024

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (this "Sublease") is entered into this ____ day of _____ 2024, to be effective as of April 1, 2024, by and between the City of Wilmington, a municipal corporation of the State of Delaware acting by and through Wilmington City Council (the "Tenant"), and DETV Foundation, Inc., a non-profit corporation incorporated under the laws of the State of Delaware (the "Subtenant").

WITNESSETH:

WHEREAS, the Tenant and BPG Office Partners XI 1105 Market LLC (the "Landlord") entered into that certain Office Lease Agreement dated on or about April 8, 2024 (the "Lease") regarding the property located at 1105 North Market Street, Third Floor, Wilmington, Delaware 19801 (the "Premises"), which Lease is attached to this Sublease as Exhibit A and incorporated herein;

WHEREAS, the Tenant has the right to (i) lawful possession of the Premises pursuant to the Lease and (ii) sublease the Premises to the Subtenant; and

WHEREAS, the Tenant desires to sublease the Premises to the Subtenant upon the terms and conditions set forth herein.

NOW, THEREFORE, WITNESSETH in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree, with the intent to be legally bound, as follows:

1. Recitals. The above recitals are incorporated herein and made a part hereof.
2. Defined Terms. All capitalized terms shall have the meaning ascribed to them in the Lease unless otherwise defined herein. The parties acknowledge that for sake of readability certain capitalized terms have been redefined in this Sublease identically to their definitions in the Lease.
3. Sublease. Subject to the terms and conditions of this Sublease, the Tenant hereby subleases the Premises to the Subtenant.
4. Term. The term of this Sublease shall be for the period from April 1, 2024 through March 31, 2025 unless terminated sooner by one of the following: (a) upon termination of the Lease between the Landlord and the Tenant, (b) due to an uncured breach of the Sublease by the Tenant, (c) by mutual agreement of the Tenant and the Subtenant, or (d) pursuant to the provisions of the Lease or new lease upon the same terms.
5. Rent. The Tenant agrees that the Subtenant shall not be charged rent in any amount for Subtenant's use of Premises, except as set forth in Section 6 below.

6. Holdover. If the Subtenant, through no fault of the Tenant, causes the Tenant to fail to surrender the Premises at the termination of the Lease and enter into a tenancy at sufferance with the Landlord (i.e., "hold over"), the Subtenant shall pay the Tenant any and all Base Rent and Additional Rent due to the Landlord pursuant to Section 22 of the Lease.

7. Utilities. The Tenant shall be responsible for and pay all charges for heat, water, gas, electricity, or any other utility used or consumed by the Subtenant on the Premises that the Landlord is not otherwise obligated to pay pursuant to the Lease.

8. Incorporation of Lease Terms. The Subtenant has reviewed a complete copy of the Lease, and, unless modified hereby, agrees to comply with all of the obligations of the Tenant under the Lease (whether requested by the Landlord or the Tenant), and specifically consents to the terms thereof or any new lease upon the same terms. Unless modified by the terms of this Sublease, the Subtenant hereby assumes and agrees to abide by and comply with, for the benefit of the Tenant and the Landlord, all covenants, obligations, and undertakings of the Tenant under the Lease or any new lease upon the same terms. The Subtenant shall not do or permit to be done anything, which would constitute a default under the Lease or cause the Lease to be terminated or forfeited. In the event the Subtenant causes or permits what the Tenant reasonably deems to be a default under the Lease or any new lease upon the same terms, in addition to all other remedies available to the Tenant, the Tenant shall be entitled to enter the Premises, without the Subtenant's consent, and cure said default, whereupon all expenses incurred by the Tenant in curing said default shall be paid by the Subtenant to the Tenant within thirty (30) days of the Tenant's completion of said cure.

9. Acceptance of the Premises. The Subtenant acknowledges and agrees that it has previously inspected the Premises and is accepting and subleasing the Premises hereunder in "as is" condition. The Subtenant has and will rely solely on the Subtenant's own independent investigations and inspections of the Premises and has not relied and will not rely on any representations of the Tenant.

10. Subordination. This Sublease is subject and subordinate to the Lease, to all matters contained therein, and to any encumbrance of the Landlord's and/or the Tenant's interest in the Premises. This provision is self-operative, and no further action or documentation shall be necessary for such subordination to be effective.

11. Insurance. The Subtenant shall provide insurance coverage for itself and all of its employees, if any, used in connection with this Sublease as follows: workers' compensation as required by law and commercial general liability coverage for personal injury, including death, and property damage in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate. Such policies shall be issued by a financially sound carrier. The Subtenant shall provide Tenant with a certificate of insurance evidencing the above-stated coverage and naming the Tenant as an additional insured with respect to the commercial general liability coverage.

12. Indemnification. The Subtenant shall defend, indemnify, and hold harmless the Tenant, its employees, agents, and officers, from and against any and all claims, damages, actions, liabilities, and expenses, including reasonable attorneys' fees, resulting from the (a) negligent acts or omissions of the Subtenant, its employees, agents, subcontractors, consultants, or subconsultants, in the Subtenant's use of the Premises pursuant to this Sublease and/or (b) Subtenant's breach of this Sublease. This Section shall survive any subsequent termination, cancellation, or expiration of this Sublease.

13. Termination.

(a) Termination by the Tenant. The Tenant may terminate this Sublease: (i) upon termination of the Lease between the Landlord and the Tenant, (ii) if the Subtenant breaches the Sublease and fails to cure such breach to the Tenant's satisfaction within ten (10) business days of receiving a notice to cure from the Tenant, or (iii) pursuant to the provisions of the Lease or new lease upon the same terms.

(b) Termination by Mutual Agreement. The Tenant and the Subtenant may mutually agree to terminate this Sublease.

14. Notice. Any notice which is required or may be given in connection with this Sublease shall be addressed to the parties as follows:

The Tenant (City of Wilmington):

Marchelle Basnight
Louis L. Redding City/County Building
Wilmington City Council
800 North French Street, 9th Floor
Wilmington, DE 19801

The Subtenant (DETV Foundation, Inc.):

Ivan Thomas
DETV Foundation, Inc.
500 East Hanna Drive
Newark, DE 19702

15. Governing Law. The laws of the State of Delaware shall govern this Sublease. All disputes in connection with this Sublease shall be resolved by a court of competent jurisdiction located in New Castle County, Delaware. The Subtenant agrees to submit exclusively to the jurisdiction and venue of said court.

16. Compliance with Applicable Laws. The Subtenant covenants that it will comply with all applicable local, state, and federal laws and regulations in its use of the Premises pursuant to this Sublease.

17. Amendments. This Sublease may not be changed orally, but only by an agreement in writing signed by both parties.

18. Entire Agreement. This Sublease contains the entire agreement of the parties and no other representations or agreements, oral or otherwise, among the parties not embodied herein shall be of any force or effect with respect to the subject matter hereof. No failure of any of the parties to exercise any power given hereunder, or to insist upon strict compliance of any obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of any party's right to demand exact compliance with the terms hereof.

19. Signed Counterparts. This Sublease may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

[signature page follows]

IN WITNESS WHEREOF, the parties have entered into this Sublease the date and year first above mentioned.

TENANT: **CITY OF WILMINGTON**

SUBTENANT: **DETV FOUNDATION, INC.**

BY: _____

BY: _____

NAME: Ernest Congo II

NAME: _____

TITLE: President of Wilmington City Council

TITLE: _____

W0125166

EXHIBIT A

OFFICE LEASE AGREEMENT

THIS OFFICE LEASE AGREEMENT (this "Lease") is made and entered into as of the Effective Date (defined below), by and between **BPG Office Partners XI 1105 Market LLC**, a Delaware limited liability company ("Landlord") and **City of Wilmington**, a municipal corporation of the State of Delaware, acting by and through **Wilmington City Council** ("Tenant"). Pursuant to the terms of this Lease, Landlord agrees to lease the Premises (hereinafter defined) to Tenant and Tenant agrees to lease the Premises from Landlord. The Lease includes the following exhibits and attachments: **Exhibit A** (Outline and Location of Premises), **Exhibit B** (intentionally omitted), **Exhibit C** (Building Rules and Regulations), and **Exhibit D** (intentionally omitted).

1. Basic Lease Information.

1.01 "**Building**" shall mean the building located at 1105 North Market Street, Wilmington, Delaware 19801. "**Property**" shall mean the Building and the parcel(s) of land on which it is located. "**Common Areas**" shall mean the portion of the Building and Property that are designated by Landlord for the common use of tenants and others.

1.02 "**Premises**" shall mean the area shown on **Exhibit A** to this Lease. The Premises are located on the third (3rd) floor. The "**Rentable Square Footage of the Premises**" is deemed to be five thousand nine hundred sixty-eight (5968) square feet.

1.03 "Base Rent":

Period	Annual Base Rent	Monthly Base Rent
4/1/24 – 3/31/25	\$102,000.00	\$8,500

*Base Rent is shown net of utilities and Premises electric.

1.04 [intentionally omitted]

1.05 [intentionally omitted]

1.06 "**Term**": A period of one (1) Lease Year. As used herein, the term "**Lease Year**" means each consecutive twelve (12) calendar month period beginning on the Commencement Date. The Term shall commence on April 1, 2024 (the "**Commencement Date**") and, unless terminated early in accordance with this Lease, end on March 31, 2025 (the "**Termination Date**").

1.07 [intentionally omitted]

1.08 "**Broker**": Virtus Realty Advisors of Delaware LLC on behalf of Landlord.

1.09 "**Permitted Use**": General office including the operation of a conducting the business of a local broadcasting studio for public access/leased access television programming.

1.10 "Notice Addresses":

Landlord:
BPG Office Partners XI 1105 Market LLC
c/o BPG Real Estate Services
1000 N West Street, Suite 900
Wilmington, DE 19801
Attn: Property Manager

Tenant:
City of Wilmington
The Premises

With a copy to:
Wilmington City Council
800 North French Street, 9th Floor
Wilmington, DE 19801
Attn: Marchelle Basnight

1.11 Tenant Primary Contact Information:

Name: Marchelle Basnight
Phone Number: (302) 576-2145
Email Address: mbasnight@wilmingtonde.gov

1.12 [intentionally omitted]

2. Possession; Condition of Premises.

2.01 [intentionally omitted]

2.02 Landlord shall not be liable for any failure to deliver possession of the Premises or any other space due to the holdover or unlawful possession of such space by any party. In such event, the Commencement Date for such space shall be postponed until the date Landlord delivers possession of the Premises to Tenant free from occupancy by any party.

2.03 Landlord shall deliver the Premises to Tenant in its current "as-is" condition. Tenant acknowledges that it has inspected the current condition of the Premises and the Building and has agreed to lease the Premises as a result of Tenant's inspections and other reviews, and not in reliance on any representation or warranty made by Landlord or by anyone on Landlord's behalf. Landlord shall have no obligation to perform any improvements to the Premises or the Building.

3. Rent.

3.01 Tenant shall pay Landlord, without any setoff or deduction, all Base Rent and Additional Rent due for the Term (sometimes collectively referred to as "Rent"). "Additional Rent" means all sums (exclusive of Base Rent) that Tenant is required to pay Landlord under this Lease. The installment of Base Rent and Additional Rent for the first full calendar month of the Term shall be payable upon the execution of this Lease by Tenant and thereafter Base Rent and recurring monthly charges of Additional Rent shall be due and payable in advance on the first day of each calendar month without notice or demand. All other items of Rent shall be due and payable by Tenant on or before ten (10) days after billing by Landlord. Rent shall be made payable to the entity, and sent to the address, Landlord designates. Tenant shall pay Landlord an administration fee equal to five percent (5%) of all past due Rent; provided, however, that not more than twice in any twelve (12) month period Landlord agrees to waive Tenant's obligation to pay such administration fee for up to ten (10) days following any due date. Rent for any partial month during the Term shall be prorated. No endorsement or statement on a check or letter accompanying payment shall be considered an accord and satisfaction. Tenant shall pay, as Additional Rent, a fee of Fifty Dollars (\$50.00) if Tenant's bank, for any reason, refuses to honor a check drawn by Tenant. Upon the occurrence of two (2) such returned checks, all future payments from Tenant to Landlord shall be by certified check or money order. Tenant's covenant to pay Rent is independent of every other covenant in this Lease.

3.02 Tenant shall pay, as Additional Rent, and be liable for all rental, sales and use taxes (but excluding income taxes), if any, imposed upon or measured by Rent. Tenant shall reimburse Landlord, as a payment of Additional Rent, for any gross receipts tax imposed upon Landlord on account of the rentals reserved or received under this Lease, including, without limitation, any tax or license fee imposed upon Landlord by reason of 30 *Del. C. § 2301(d)*, as amended from time to time, during the Term of this Lease. Tenant shall be liable for all taxes levied or assessed against personal property, furniture or fixtures placed by Tenant in the Premises (herein called "Tenant's Property"). If any such taxes for which Tenant is liable are levied or assessed against Landlord or Landlord's property and if Landlord elects to pay the same or if the assessed value of Landlord's property is increased by inclusion of Tenant's Property, and Landlord elects to pay the taxes based on such increase, Tenant shall pay to Landlord upon demand that part of such taxes for which Tenant is primarily liable hereunder.

4. Compliance with Laws; Use; Hazardous Substances.

4.01 The Premises shall be used for the Permitted Use and for no other use whatsoever. Tenant shall comply with all statutes, codes, ordinances, orders, rules and regulations of any municipal or governmental entity ("Laws"), regarding the operation of Tenant's business and the use, condition, configuration and occupancy of the Premises. Tenant shall comply with the rules and regulations of the Building attached as **Exhibit C** and such other reasonable rules and regulations adopted by Landlord from time to time.

4.02 Tenant shall not deposit, store, dispose of, use, handle, discharge, spill, release, install or incorporate in the Premises or the Building any Hazardous Substances (as defined below), other than the use, handling and disposing of Hazardous Substances for usual and customary office/commercial/retail purposes and then only to the extent permitted by, and in full compliance with, applicable Law. Tenant shall not engage in any activity in violation of applicable federal, state or local Laws relating to the treatment, production, storage, handling, transfer, processing, transporting, use, disposal or release of Hazardous Substances ("Restricted Activities"). "Hazardous Substances" shall mean all hazardous substances, wastes and materials, toxic and radioactive matter, asbestos and asbestos containing materials, petroleum and petroleum products, electromagnetic rays and fields and any other material or substance which is regulated by laws or requirements as aforesaid or which, even if not regulated

by Laws or requirements as aforesaid, may or could pose a hazard to the health and safety of the current or future occupants of the Premises or the Building, or other owners or occupants of property adjacent to or in the vicinity of the Premises or the Building. Tenant shall be solely responsible for and shall defend, indemnify and hold harmless Landlord, and its agents, successors and assigns, from and against all claims, actions, damages, penalties, liabilities and expenses (including, without limitation, reasonable attorneys' fees) arising out of or in connection with (1) the Restricted Activities by Tenant, its agents, contractors, employees, licensees or invitees and (2) the removal, clean up and restoration work and materials necessary to return the Premises to their condition required under this Agreement resulting from any Restricted Activities that occur by Tenant, its agents, contractors, employees, licensees or invitees during the Term. This provision shall survive the expiration or earlier termination of this Agreement. If at any time during the Term or any renewal thereof Tenant becomes aware of any inquiry, investigation or administrative or judicial proceeding regarding Restricted Activities or otherwise regarding Hazardous Materials, Tenant shall within five (5) days of first learning of such inquiry, investigation or proceeding give Landlord written notice providing all available information regarding such inquiry, investigation or proceeding. Tenant shall be solely responsible for arranging and paying the cost of hazardous and medical waste removal and disposal.

5. [intentionally omitted]

6. Building Services. Landlord shall furnish Tenant, at Landlord's sole cost and expense, with the following services: (a) water service for use in the base building lavatories; (b) customary heat and air conditioning in season during the standard Building service hours of 7:30 a.m. to 6:00 p.m. Monday through Friday (Tenant shall have the right to receive HVAC service during hours other than standard service hours by paying Landlord's then standard charge for additional HVAC service (currently calculated at One Hundred Twenty Dollars (\$120.00) per hour) and providing such reasonable prior notice as is specified by Landlord); (c) standard janitor service; (d) Elevator service, if applicable; and (e) arrange for electricity service to the Premises for overhead lights, wall outlets, VAV boxes, damper motors and other components of the HVAC system which directly serve the Premises (Tenant shall pay for electricity charges as set forth below). Tenant shall pay electricity charges based on its metered usage. Charges for electricity shall constitute Additional Rent hereunder and Tenant shall pay such charges within ten (10) days of receipt of an invoice therefor, either from Landlord or the billing authority. Landlord's failure to furnish, or any interruption, diminishment or termination of, services due to the application of Laws, the failure of any equipment, the performance of repairs, improvements or alterations, utility interruptions or the occurrence of an event of Force Majeure (defined in Section 28.02) shall not render Landlord liable to Tenant, constitute a constructive eviction of Tenant, give rise to an abatement of Rent, nor relieve Tenant from the obligation to fulfill any covenant or agreement.

7. Repairs and Alterations; Contractor Insurance.

7.01 Tenant shall periodically inspect the Premises to identify any conditions that are dangerous or in need of maintenance or repair and shall promptly provide Landlord with notice of any such conditions. Tenant shall, at its sole cost and expense, promptly perform all maintenance and repairs to all equipment installed within the Building by Tenant for Tenant's exclusive use and to the Premises that are not Landlord's express responsibility under this Lease, and shall keep the Premises in good condition and repair, reasonable wear and tear excepted. If Tenant fails to make any repairs to the Premises for more than fifteen (15) days after notice from Landlord (although notice shall not be required in an emergency), Landlord may make the repairs, and Tenant shall pay the reasonable cost of the repairs, together with an administrative charge in an amount equal to ten percent (10%) of the cost of the repairs. Landlord, at its sole cost and expense, shall perform all maintenance and repairs upon the: (a) structural elements of the Building; (b) mechanical (including, but not limited to the HVAC system(s) for the Premises and the Building), electrical, plumbing and fire/life safety systems serving the Building in general; (c) Common Areas; (d) roof of the Building; (e) exterior windows of the Building; and (f) elevators serving the Building.

7.02 Tenant shall not make alterations, repairs, additions or improvements or install any electronic, phone or data cabling and related equipment (collectively referred to as "**Alterations**") without first obtaining the written consent of Landlord in each instance, which consent shall not be unreasonably withheld. In order to obtain such approvals, Tenant shall furnish Landlord with plans and specifications; names of contractors acceptable to Landlord; required permits and approvals; evidence of contractor's and subcontractor's insurance in types and amounts reasonably required by Landlord and naming Landlord and Landlord's designees as General/Excess Liability and Business Automobile Liability additional insureds on a primary and noncontributory basis including for defense and three (3) years of completed operations on the General/Excess Liability; and any security for performance in amounts reasonably required by Landlord. All policies of contractors' and subcontractors' insurance policies shall provide a waiver of subrogation in favor of Tenant, Landlord, and Landlord's designees. In

no event shall Tenant be permitted to install any Alterations which are visible from outside the Premises including, without limitation, mailboxes/mail slots or doorbells. Tenant shall reimburse Landlord for any sums paid by Landlord for third party examination of Tenant's plans for Alterations. In addition, Tenant shall pay Landlord a fee for Landlord's oversight and coordination of any Alterations equal to ten percent (10%) of the cost of the Alterations. Upon completion, Tenant shall furnish "as-built" plans for Alterations, completion affidavits and full and final waivers of lien. Except as otherwise provided in Section 27 below, all Alterations in and to in the Premises shall remain upon the Premises at the end of the Term without compensation to Tenant. Notwithstanding anything to the contrary in the foregoing, Landlord hereby expressly consents to Tenant's installation of any and all electronic and other equipment required for the Permitted Use, and such equipment shall be removed by Tenant at the end of the Term. The installation of such equipment shall not constitute an Alteration.

7.03 Before any Alterations are undertaken, Tenant must carry and maintain, at its expense, or Tenant must require any contractor performing work on the Premises to carry and maintain with insurers rated A- VII or better by A.M. Best, at no expense to Landlord, in addition to worker's compensation insurance as required by applicable Law, the following coverages:

(i) builder's risk insurance (if applicable) written on an All Risk (Special Form) basis at the full replacement value of the Work, subject to no coinsurance, with Contractor, Landlord, Landlord's designees and any/all Subcontractors as Named Insureds, and with deductible to the account of Contractor;

(ii) business automobile liability insurance at a minimum combined single limit of One Million Dollars (\$1,000,000) each occurrence covering bodily injury and property damage arising out of the ownership, maintenance, or use of owned, non-owned, hired, and leased vehicles, including uninsured/underinsured motorists' liability; and

(iii) commercial general liability insurance (including contractual liability coverage, severability of interests, completed operations and coverage for property of others in the contractor's care, custody, or control) providing on an occurrence basis a minimum combined single limit of Three Million Dollars (\$3,000,000), or such other amount as Landlord may reasonably require from time to time. Such limit may be met by the combination of primary and excess liability policies. The policy shall not contain the following endorsements: Total Pollution Exclusion (CG 21 49 or equivalent), Contractual Liability Limitation (CG 21 39 or equivalent) nor Limitation of Coverage for Designed Premises or Project (CG 21 44 or equivalent).

Contractors who will perform services with environmental exposure (including but not limited to asbestos, silica, or lead abatement, testing or remediation; or underground storage tank installation, testing or removal) shall provide Contractors Pollution Liability (CPL) insurance with minimum limits of Three Million Dollars (\$3,000,000) each claim or occurrence and Three Million Dollars (\$3,000,000) annual aggregate. If CPL coverage is written on a claims-made basis, the coverage shall be retroactive to the earlier of the effective or execution date of the contract or the commencement of contractor services. A two (2) year Extended Discovery Period or Reporting Period (ERP) or "tail coverage" shall be provided, or the CPL shall be renewed for two (2) years beyond completion of the services.

Contractors' Business Automobile, General/Excess Liability, and Contractors Pollution Liability policies required above shall name Tenant, Landlord, and Landlord's other designees as additional insureds, at the limits required herein, on a primary and noncontributory basis, including for completed operations for at least three (3) years following completion of the work. Additional insured status shall apply to defense coverage.

All of contractors' policies required above shall provide a waiver of subrogation in favor of Tenant, Landlord, and Landlord's other designees.

8. Signage. All tenant identification and suite numbers at the entrance to the Premises shall be installed by Landlord, at Landlord's cost and expense upon commencement of the Lease only, using the standard graphics for the Building. Any modifications to such building-standard signage shall be made at Tenant's sole cost and expense after written approval of such modifications by Landlord. No other signs, advertisements or notices shall be painted or affixed to windows, doors or other parts of the Building or the Premises, except those of such color, size, style and in such places as are first approved in writing by Landlord.

9. Entry by Landlord. Landlord may enter the Premises to inspect or show the Premises, to clean and make repairs, alterations or additions and to perform or facilitate maintenance, repairs, alterations or additions to any portion of the Building. Except in emergencies or to provide Building services, Landlord shall provide Tenant with reasonable prior verbal notice of entry. Entry by Landlord shall not constitute a constructive eviction or entitle Tenant to an abatement or reduction of Rent.

10. Assignment and Subletting. Tenant shall not assign, sublease, transfer or encumber any interest in this Lease or allow any third party to use any portion of the Premises (collectively or individually, a "Transfer") without the prior written consent of Landlord, which consent shall not be unreasonably withheld if Landlord does not exercise its recapture rights. Any attempted Transfer in violation of this Article shall, at Landlord's option, be void. Within fifteen (15) business days after receipt of executed copies of the transfer documentation and such other information as Landlord may request, Landlord shall either: (a) consent to the Transfer by execution of a consent agreement in a form reasonably designated by Landlord; (b) refuse to consent to the Transfer; or (c) recapture the portion of the Premises that Tenant is proposing to Transfer. If Landlord exercises its right to recapture, the Lease shall automatically be amended to delete the applicable portion of the Premises effective on the proposed effective date of the Transfer. In no event shall any Transfer release or relieve Tenant from any obligation under this Lease. Tenant shall pay Landlord a review fee of One Thousand Five Hundred Dollars (\$1,500.00) for Landlord's review of any requested Transfer. Tenant shall pay Landlord as Additional Rent fifty percent (50%) of all rent and other consideration which Tenant receives as a result of a Transfer that is in excess of the Rent payable to Landlord for the portion of the Premises and Term covered by the Transfer. If Tenant is in Default, Landlord may require that all sublease payments be made directly to Landlord, in which case Tenant shall receive a credit against Rent in the amount of Tenant's share of payments received by Landlord. Notwithstanding anything to the contrary in the foregoing, Landlord hereby acknowledges and expressly consents to Tenant's sublease of the Premises to DETV Foundation, Inc. and such other third-party operator(s) as may be designated by Tenant during the Term of this Lease for the Permitted Use, and Landlord shall look exclusively to Tenant for the payment of Rent.

11. Liens. Tenant shall not permit mechanic's or other liens to be placed upon the Property or Premises in connection with any work purportedly done by or for the benefit of Tenant or its transferees. Tenant shall, within ten (10) days of notice from Landlord, fully discharge any lien by settlement, by bonding or by insuring over the lien in the manner prescribed by Law. If Tenant fails to do so, Landlord may bond, insure over or otherwise discharge the lien and Tenant shall reimburse Landlord for any amount so paid by Landlord, including, without limitation, reasonable attorneys' fees.

12. Indemnity and Waiver of Claims. Tenant hereby waives all claims against and releases Landlord and its trustees, members, principals, beneficiaries, partners, officers, directors, employees, Mortgagees and agents (the "Landlord Related Parties") from all claims for any injury to or death of persons, damage to property or business loss in any manner related to (a) acts of God, (b) acts of third parties, (c) the failure, breakage, leakage, inadequacy, defect or obstruction of any tank, water closet, drain or other pipe, roof, gutters, downspouts or the like, or of the electrical, gas, power, conveyor, refrigeration, sprinkler, air conditioning or heating systems, elevators or hoisting, equipment or by reason of the elements or the presence of dust, allergens or mold; (d) the inadequacy or failure of any security services, personnel or equipment or (e) any matter outside of the reasonable control of Landlord, except for any injury to or death of persons, damage to property or business loss caused by the negligence or willful misconduct of Landlord or any Landlord Related Parties. Except to the extent caused by the negligence or willful misconduct of Landlord or any Landlord Related Parties, Tenant shall indemnify, defend and hold Landlord and Landlord Related Parties harmless against and from all liabilities, obligations, damages, penalties, claims, actions, costs, charges and expenses, including, without limitation, reasonable attorneys' fees and other professional fees (if and to the extent permitted by Law), which may be imposed upon, incurred by or asserted against Landlord or any of the Landlord Related Parties by any third party and arising out of or in connection with any damage or injury occurring in the Premises or any acts or omissions (including violations of Law) of Tenant, the Tenant Related Parties or any of Tenant's transferees, contractors or licensees occurring during the Term.

13. Insurance. Tenant shall maintain the following insurance ("Tenant's Insurance"): (a) Commercial General Liability Insurance applicable to the Premises and its appurtenances providing, on an occurrence basis, a minimum limit of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) per location aggregate for bodily injury, personal and advertising injury and property damage combined including contractual liability; (b) Property/Business Interruption/Extra Expense Insurance written on an All Risk or Special Perils form, including, but not limited to, the perils of theft, earthquake, terrorism, flood, water damage, and earthquake sprinkler leakage, at replacement cost value with no co-insurance, covering all of Tenant's Property and any Alterations performed by or for the benefit of Tenant and with all deductibles to the account of Tenant; (c) Workers'

Compensation Insurance as required by Law and in amounts as may be required by applicable statute and Employers Liability Coverage of at least Five Hundred Thousand Dollars (\$500,000) Bodily Injury by Disease Each Employee, Five Hundred Thousand Dollars (\$500,000) Bodily Injury, Each Accident and Five Hundred Thousand Dollars (\$500,000) Bodily Injury by Disease, Policy Limit; and (d) Business Automobile Liability Insurance at a minimum combined single limit of One Million Dollars (\$1,000,000) each occurrence covering bodily injury and property damage arising out of Tenant's ownership, maintenance, or use of owned, non-owned, hired and leased vehicles. Any company writing Tenant's Insurance shall have an A.M. Best rating of not less than A- VII. All Commercial General Liability and Business Automobile Liability Insurance policies shall name Landlord (or its successors and assignees), Landlord's property manager if applicable, and other designees of Landlord and their successors as the interest of such designees shall appear, as additional insureds, on a primary and noncontributory basis, including for defense and three (3) years of completed operations on the General Liability policy. Tenant hereby releases Landlord from any claims or liability for damage to the Building, Common Areas or any portion thereof caused by Landlord or its employees, agents or invitees which is covered by the property insurance maintained by Tenant and all policies required above shall provide a waiver of subrogation in favor of Landlord, Landlord's property manager, mortgagees and ground lessors of the Land and the Building, and any other parties designated by Landlord and shall contain endorsements that the insurer(s) shall give Landlord and its designees at least thirty (30) days' advance written notice of any cancellation or termination. Tenant shall provide Landlord with a certificate of insurance evidencing Tenant's Insurance prior to the earlier to occur of the Commencement Date or the date Tenant is provided with possession of the Premises, and thereafter as necessary to assure that Landlord always has current certificates evidencing Tenant's Insurance. Notwithstanding anything to the contrary in the foregoing, Landlord acknowledges that Tenant is a municipal corporation of the State of Delaware that is self-insured in a sufficient amount to cover the Permitted Use during the Term and that such self-insurance satisfies the requirements listed in this Section 13.

14. Increase in Owner's Insurance. In the event Tenant's occupancy causes any increase of costs for the fire, boiler and/or casualty rates on the Premises or the Building above the rate for the least hazardous type of occupancy legally permitted in the Premises, the Tenant shall pay, as Additional Rent, the additional costs on the fire, boiler and/or casualty insurance policies by reason thereof. The Tenant also shall pay in such event, any additional costs on the rent insurance policy that may be carried by the Landlord for its protection against rent loss through fire. Bills for such additional costs shall be rendered by Landlord to Tenant at such times as Landlord may elect, and shall be due from, and payable by Tenant when rendered, and the amount thereof shall be deemed to be, and be paid as Additional Rent.

15. [intentionally omitted]

16. Casualty Damage. Landlord, by notice to Tenant within sixty (60) days of the date of the fire or other casualty (a "Casualty"), shall have the right to terminate this Lease if all or any part of the Premises is damaged to the extent that it cannot reasonably be repaired within one hundred twenty (120) days after the date of the Casualty. If this Lease is not terminated, Landlord shall promptly and diligently restore the Premises. Such restoration shall be to substantially the same condition that existed prior to the Casualty, except for modifications required by Law. Upon notice from Landlord, Tenant shall assign to Landlord (or to any party designated by Landlord) all property insurance proceeds payable to Tenant under Tenant's Insurance with respect to any Alterations performed by or for the benefit of Tenant; provided if the estimated cost to repair such Alterations exceeds the amount of insurance proceeds received by Landlord from Tenant's insurance carrier, the excess cost of such repairs shall be paid by Tenant to Landlord prior to Landlord's commencement of repairs. Within fifteen (15) days of demand, Tenant shall also pay Landlord for any additional excess costs that are determined during the performance of the repairs. Landlord shall not be liable for any inconvenience to Tenant, or injury to Tenant's business resulting in any way from the Casualty or the repair thereof. Provided that Tenant is not in Default, during any period of time that all or a material portion of the Premises is rendered untenable as a result of a Casualty, the Rent shall abate for the portion of the Premises that is untenable and not used by Tenant.

17. Condemnation. Either party may terminate this Lease if any material part of the Premises is taken or condemned for any public or quasi-public use under Law, by eminent domain or private purchase in lieu thereof (a "Taking"). Landlord shall also have the right to terminate this Lease if there is a Taking of any portion of the Building or Property which would have a material adverse effect on Landlord's ability to profitably operate the remainder of the Building. The terminating party shall provide written notice of termination to the other party within forty-five (45) days after it first receives notice of the Taking. The termination shall be effective on the date the physical taking occurs. All compensation awarded for a Taking, or sale proceeds, shall be the property of Landlord.

18. Events of Default. Each of the following occurrences shall be considered to be a "Default": (a) Tenant's failure to pay any portion of Rent when due, if the failure continues for ten (10) days after written notice to Tenant (provided that Landlord shall have no obligation to provide to Tenant, and Tenant shall be in default without the benefit of receiving, such notice of default more than twice in any twelve month period), which notice shall be in satisfaction of, and not in addition to, notice required by Law ("**Monetary Default**"); or (b) Tenant's failure (other than a Monetary Default) to comply with any term, provision, condition or covenant of this Lease, if the failure is not cured within ten (10) days after written notice to Tenant, which notice shall be in satisfaction of, and not in addition to, notice required by Law, provided, however, if Tenant's failure to comply cannot reasonably be cured within ten (10) days, Tenant shall be allowed additional time (not to exceed sixty (60) days) as is reasonably necessary to cure the failure so long as Tenant commences to cure within ten (10) days and Tenant diligently pursues the cure to completion.

19. Remedies.

19.01 Upon Default, Landlord shall have the right to terminate this Lease or Tenant's right to possession, in which case Tenant shall immediately surrender the Premises to Landlord. If Tenant fails to surrender the Premises, Landlord may, in compliance with Law, enter upon and take possession of the Premises. Tenant shall pay Landlord, on demand, all past due Rent and other losses and damages Landlord suffers as a result of Tenant's Default, including, without limitation, all Costs of Reletting (defined below) and any deficiency that may arise from reletting or the failure to relet the Premises. "**Costs of Reletting**" shall include all costs and expenses incurred by Landlord in reletting or attempting to relet the Premises, including, without limitation, reasonable legal fees, brokerage commissions, the cost of alterations and the value of other concessions or allowances granted to a new tenant. Landlord may collect and receive all rents and other income from the reletting. Landlord shall not be responsible or liable for the failure to relet all or any part of the Premises or for the failure to collect any rent.

19.02 In lieu of calculating damages under Section 19.01 above, Landlord may elect to receive as damages the sum of (a) all Rent accrued through the date of termination of this Lease or Tenant's right to possession, and (b) an amount equal to the total Rent that Tenant would have been required to pay for the remainder of the Term discounted to present value, minus the then present fair rental value of the Premises for the remainder of the Term, similarly discounted, after deducting all anticipated Costs of Reletting. If Tenant is in Default of any of its non-monetary obligations under the Lease, Landlord shall have the right to perform such obligations. Tenant shall reimburse Landlord for the cost of such performance upon demand together with an administrative charge equal to ten percent (10%) of the cost of the work performed by Landlord. The repossession or re-entering of all or any part of the Premises shall not relieve Tenant of its liabilities and obligations under the Lease. No right or remedy of Landlord shall be exclusive of any other right or remedy. Each right and remedy shall be non-exclusive, cumulative and in addition to any other right and remedy now or subsequently available to Landlord at Law or in equity.

20. Limitation of Liability. THE LIABILITY OF LANDLORD (AND OF ANY SUCCESSOR LANDLORD) SHALL BE LIMITED TO THE LESSER OF (A) THE INTEREST OF LANDLORD IN THE PROPERTY, OR (B) THE EQUITY INTEREST LANDLORD WOULD HAVE IN THE PROPERTY IF THE PROPERTY WERE ENCUMBERED BY THIRD PARTY DEBT IN AN AMOUNT EQUAL TO SEVENTY PERCENT (70%) OF THE VALUE OF THE PROPERTY. TENANT SHALL LOOK SOLELY TO LANDLORD'S INTEREST IN THE PROPERTY FOR THE RECOVERY OF ANY JUDGMENT OR AWARD AGAINST LANDLORD OR ANY LANDLORD RELATED PARTY. NEITHER LANDLORD NOR ANY LANDLORD RELATED PARTY SHALL BE PERSONALLY LIABLE FOR ANY JUDGMENT OR DEFICIENCY AND IN NO EVENT SHALL LANDLORD OR ANY LANDLORD RELATED PARTY BE LIABLE TO TENANT FOR ANY LOST PROFIT, DAMAGE TO OR LOSS OF BUSINESS OR ANY FORM OF SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGE. BEFORE FILING SUIT FOR AN ALLEGED DEFAULT BY LANDLORD, TENANT SHALL GIVE LANDLORD AND ANY MORTGAGEE(S) WHOM TENANT HAS BEEN NOTIFIED HOLDS A MORTGAGE, DEED OF TRUST, GROUND LEASE OR OTHER LIEN NOW OR SUBSEQUENTLY ARISING UPON THE PREMISES, THE BUILDING OR THE PROPERTY, NOTICE AND REASONABLE TIME TO CURE THE ALLEGED DEFAULT.

21. Relocation. Landlord, at its sole cost and expense, at any time before or during the Term, may relocate Tenant from the Premises to space of reasonably comparable size and utility ("**Relocation Space**") within the Building or adjacent buildings within the same project upon sixty (60) days' prior written notice to Tenant. From and after the date of the relocation, "Premises" shall refer to the Relocation Space into which Tenant has been moved and the Rent shall be adjusted based on the rentable square footage of the Relocation Space.

22. Holding Over. If Tenant fails to surrender all or any part of the Premises at the termination of this Lease, occupancy of the Premises after termination shall be that of a tenancy at sufferance. Tenant's occupancy shall be

subject to all the terms and provisions of this Lease and Tenant shall pay an amount (on a per month basis without reduction for partial months during the holdover) equal to (i) one hundred fifty percent (150%) of the sum of the Base Rent and Additional Rent due for the period immediately preceding the holdover for the first month (or part thereof) of such hold over, and (ii) two hundred percent (200%) of the sum of the Base Rent and Additional Rent due for the period immediately preceding the holdover for each month (or partial month) thereafter. No holdover by Tenant or payment by Tenant after the termination of this Lease shall be construed to extend the Term or prevent Landlord from immediate recovery of possession of the Premises by summary proceedings or otherwise.

23. Subordination to Mortgages. This Lease shall be subject and subordinate at all times to all underlying leases and to the lien of any mortgage and/or other encumbrances which may now or hereafter affect such leases or the Premises, and also to all renewals, modifications, consolidations and replacements of said underlying leases and mortgages or other encumbrances, without the necessity of any further instrument or act on the part of Tenant to effectuate such subordination. Tenant agrees, at the election of such party, to attorn to the lessor or holder of any mortgage or other encumbrance to which this Lease is subordinate and to any purchaser or other party claiming from or through the holder. So long as there is no ongoing event of default under this Lease by Tenant, Tenant's leasehold estate under this Lease shall not be terminated, barred, cut off, or otherwise disturbed by reason of any default under any mortgage made by Landlord covering the Premises or any extensions, modifications, consolidations, or renewals thereof, or any foreclosure proceedings instituted or finalized by mortgagee. The lessor, mortgagee or other holder, and a purchaser at foreclosure or otherwise claiming from or through the holder, shall not be liable for any obligations of Landlord except those arising while such person is Landlord of the Premises. Although no instrument or act on the part of Tenant shall be necessary to effectuate the foregoing subordination and attornment, Tenant shall, nevertheless, execute and deliver upon demand such further instrument or instruments confirming such subordination of this Lease to all underlying leases and to the lien of any such mortgage and/or other encumbrance as shall be desired by any mortgagee or proposed mortgagee or by any other person. Tenant hereby appoints Landlord the attorney-in-fact of Tenant irrevocably (such power of attorney being coupled with an interest) to execute and deliver any such instrument or instruments for and in the name of Tenant. Notwithstanding the foregoing, any holder of any mortgage may at any time subordinate its mortgage to this Lease, without Tenant's consent, by notice in writing to Tenant, and thereupon this Lease shall be deemed prior to such mortgage without regard to their respective dates of execution and delivery and in that event such mortgagee shall have the same rights with respect to this Lease as though it had been executed prior to the execution and delivery of the mortgage and had been assigned to such mortgagee. In the event of the enforcement by any ground lessor, mortgagee, or holder of any security agreement ("**Successor Owner**") of the remedies provided for by law or by such ground lease, mortgage, or security agreement, Tenant will automatically become the tenant of such Successor Owner without any change in the other provisions of the Lease; provided, however, that such Successor Owner or successor in interest shall not be bound by (a) any payment of Base Rent or Additional Rent for more than one (1) month in advance except prepayments in the nature of security for the performance by Tenant of its obligations under this Lease; (b) any amendment or modification of this Lease, or any waiver of the terms of this Lease, made without the written consent of such Successor Owner; (c) any offset right that Tenant may have against any former Landlord relating to any event or occurrence before the date of attornment, including any claim for damages of any kind whatsoever as the result of any breach by a former Landlord that occurred before the date of attornment; (d) any obligation (i) to pay Tenant any sum(s) that any former Landlord owed to Tenant unless such sums, if any, shall have actually been delivered to Successor Owner by way of an assumption of escrow accounts or otherwise, (ii) with respect to any security deposited with a former Landlord, unless such security was actually delivered to such Successor Owner, (iii) to commence or complete any initial construction of improvements in the Premises or any expansion or rehabilitation of existing improvements thereon, (iv) to reconstruct or repair improvements following a fire, casualty or condemnation, or (v) arising from representations and warranties related to a former Landlord; or (e) any consensual or negotiated surrender, cancellation, or termination of this Lease, in whole or in part, agreed upon between former Landlord and Tenant, unless effected unilaterally by Tenant pursuant to the express terms of this Lease or consented to in writing by Successor Owner. Upon request by such Successor Owner, whether before or after the enforcement of its remedies, Tenant shall execute and deliver an instrument or instruments confirming and evidencing the attornment herein set forth, and Tenant hereby irrevocably appoints Landlord as Tenant's agent and attorney-in-fact for the purpose of executing, acknowledging and delivering any such instruments and certificates. This Lease is further subject to and subordinate to all matters of record.

24. Estoppel Certificate. Tenant agrees at any time and from time to time, within fifteen (15) days after Landlord's written request, to execute, acknowledge and deliver to Landlord a written instrument in recordable form certifying (i) that this Lease is unmodified and in full force and effect (or if there have been modifications, that it is in full force and effect as modified and stating the modifications); (ii) the dates to which Base Rent, Additional Rent and other charges have been paid in advance, if any; (iii) whether or not to the best knowledge of the signer of such

certificate Landlord is in default in the performance of any covenant, agreement or condition contained in this Lease and, if so, specifying each such default of which the signer may have knowledge; and (iv) to such other items as may be reasonably required by such Landlord, ground lessor or mortgage holder; it being intended that any such statement delivered pursuant to this Section may be relied upon by any prospective purchaser of the fee or any mortgagee thereof or any assignee of Landlord's interest in this Lease or of any mortgage upon the fee of the Premises, or any part thereof.

25. Mortgage Protection Clause. Tenant will give the owners or holders of any ground lease, mortgage, deed of trust or security agreement ("Lienholder"), by registered mail, a copy of any notice of default Tenant serves on Landlord, provided that Landlord or Lienholder previously notified Tenant (by way of notice of assignment of rents and leases or otherwise) of the address of Lienholder. Tenant further agrees that if Landlord fails to cure such default within the time provided for in this Lease, then Tenant will provide written notice of such failure to Lienholder and Lienholder will have an additional thirty (30) days within which to cure the default. Lienholder shall have no obligation to cure (and shall have no liability or obligation for not curing) any breach or default by Landlord, except to the extent that Lienholder agrees or undertakes otherwise in writing. If the default cannot be cured within the additional thirty (30) day period, then Lienholder will have such additional time as may be necessary to effect the cure if, within the thirty (30) day period, Lienholder has commenced and is diligently pursuing the cure (including without limitation commencing foreclosure proceedings if necessary to effect the cure).

26. Notice. All demands, approvals, consents or notices shall be in writing and delivered by hand or sent by registered or certified mail with return receipt requested, or sent by overnight or same day courier service at the party's respective Notice Address(es) set forth in Section 1. Each notice shall be deemed to have been received on the earlier to occur of actual delivery or the date on which delivery is refused, or, if Tenant has vacated the Premises or any other Notice Address without providing a new Notice Address, three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above. Either party may, at any time, change its Notice Address (other than to a post office box address) by giving the other party written notice of the new address.

27. Surrender of Premises. At the termination of this Lease or Tenant's right of possession, Tenant shall remove, at Tenant's sole cost and expense, Tenant's Property and any Alterations required by Landlord to be removed ("**Required Removables**") from the Premises, and quit and surrender the Premises to Landlord, broom clean, and in good order, condition and repair, ordinary wear and tear and damage which Landlord is obligated to repair hereunder excepted. If Tenant fails to remove any of Tenant's Property within five (5) business days after termination, Landlord may deem all or any part of Tenant's Property to be abandoned and Landlord, at Tenant's sole cost and expense, shall be entitled to remove and dispose of Tenant's Property. Landlord shall not be responsible for the value, preservation or safekeeping of Tenant's Property. Tenant shall pay Landlord, upon demand, the expenses and disposal charges incurred. If Tenant fails to remove any of the designated Required Removables by the Termination Date or perform related repairs in a timely manner, Landlord may perform such work at Tenant's expense.

28. Miscellaneous.

28.01 If either party institutes a suit against the other for violation of or to enforce any covenant, term or condition of this Lease, the prevailing party shall be entitled to all of its costs and expenses, including, without limitation, reasonable attorneys' fees. Landlord and Tenant hereby waive any right to trial by jury in any proceeding based upon a breach of this Lease. Either party's failure to declare a default immediately upon its occurrence, or delay in taking action for a default shall not constitute a waiver of the default, nor shall it constitute an estoppel.

28.02 Whenever a period of time is prescribed for the taking of an action by Landlord or Tenant (other than the payment of the Security Deposit or Rent), the period of time for the performance of such action shall be extended by the number of days that the performance is actually delayed due to strikes, acts of God, shortages of labor or materials, war, terrorist acts, civil disturbances and other causes beyond the reasonable control of the performing party ("**Force Majeure**"). Force Majeure shall not include financial difficulties of the party required to perform.

28.03 Landlord shall have the right to transfer and assign, in whole or in part, all of its ownership interest, rights and obligations in the Building, Property or Lease, including the Security Deposit, and upon transfer Landlord shall be released from any further obligations hereunder, and Tenant agrees to look solely to the successor in interest of Landlord for the performance of such obligations and the return of any Security Deposit.

28.04 Landlord has delivered a copy of this Lease to Tenant for Tenant's review only, and the delivery of it does not constitute an offer to Tenant or an option. Tenant and Landlord warrant and represent to each other that neither has dealt with any broker or brokers regarding the negotiation of this Lease other than the Broker(s) identified in Section 1.08. Tenant and Landlord agree to be responsible for and to indemnify and save the other harmless from and against any claim for a commission or other compensation by any other broker claiming to have negotiated with the indemnifying party with respect to the Premises.

28.05 The expiration of the Term, whether by lapse of time, termination or otherwise, shall not relieve either party of any obligations which accrued prior to or which may continue to accrue after the expiration or termination of this Lease.

28.06 Tenant shall, and may peacefully have, hold and enjoy the Premises, subject to the terms of this Lease, provided Tenant pays the Rent and fully performs all of its covenants and agreements. This covenant and all other covenants of Landlord shall be binding upon Landlord and its successors only during its or their respective periods of ownership of the Building.

28.07 This Lease constitutes the entire agreement between the parties and supersedes all prior agreements and understandings related to the Premises. This Lease may be modified only by a written agreement signed by Landlord and Tenant. This Lease shall be interpreted and enforced in accordance with the Laws of the state or commonwealth in which the Building is located.

28.08 Tenant represents and warrants to Landlord that each individual executing this Lease on behalf of Tenant is authorized to do so on behalf of Tenant and that Tenant is not, and the entities or individuals constituting Tenant or which may own or control Tenant or which may be owned or controlled by Tenant are not, among the individuals or entities identified on any list compiled pursuant to Executive Order 13224 for the purpose of identifying suspected terrorists.

28.09 Landlord and Tenant acknowledge and agree that the terms of this Lease and the negotiations which led to the execution of this Lease are confidential in nature. Neither Landlord nor Tenant, except as may be required by law, shall communicate the terms or any other aspect of the transaction with, and will not deliver all or any portion of this Lease to, any person or entity other than persons or entities providing professional services or advice to Landlord or Tenant respectively.

28.10 The "**Effective Date**" of this Lease shall be the later of the dates on which this Lease is executed by Landlord and Tenant, as indicated below.

28.11 Tenant's broadcast of television or music, by whatever means, within the Premises shall be in compliance with the Fairness in Music Licensing Act of 1998, as amended (the "FMLA"). Tenant shall indemnify, defend and hold harmless Landlord from any and all costs, expenses, claims, causes of action, damages and liabilities of any type or nature whatsoever (including, but not limited to, reasonable attorneys' fees and costs of litigation) arising out of or relating to any violation of the FMLA at the Premises caused by Tenant, its agents, contractors, employees, licensees or invitees.

28.12 Landlord and Tenant agree that any electronic signatures to this Lease (including but not limited to DocuSign® eSignatures) are intended to authenticate this Lease and to have the same force and effect as manual signatures.

[signature page follows]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the Effective Date.

LANDLORD:

**BPG Office Partners XI 1105 Market LLC,
a Delaware limited liability company**

DocuSigned by:
Chris Buccini
By: _____
Name: Christopher F. Buccini
Title: President
Date: 4/8/2024

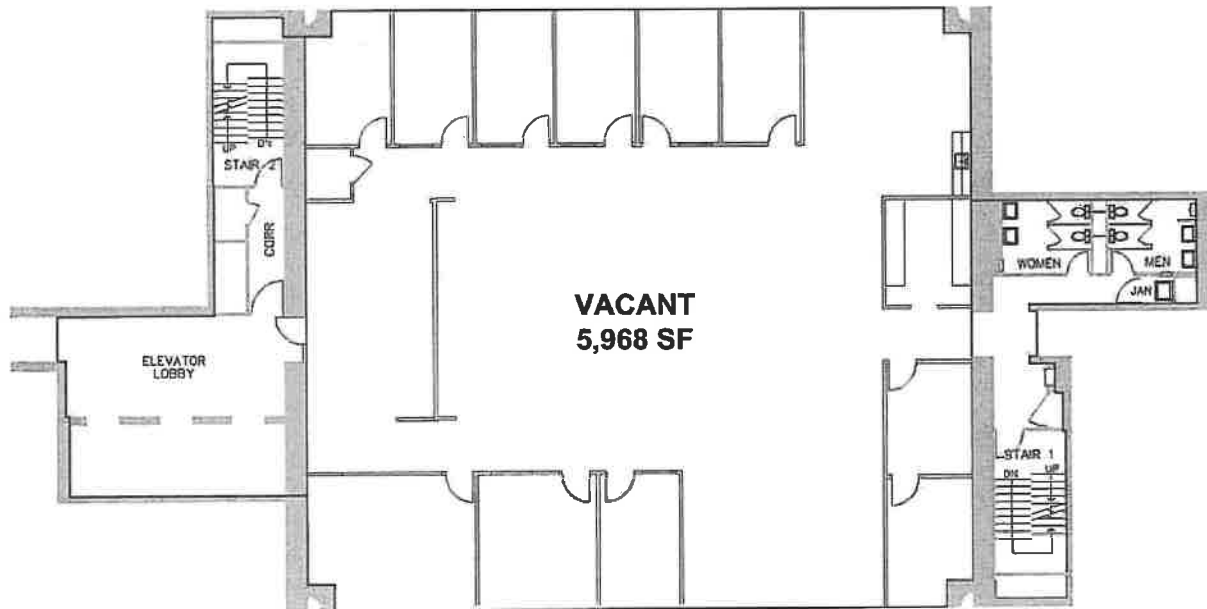
TENANT:

**City of Wilmington,
a municipal corporation of the State of Delaware**

By: _____
Name: _____
Title: _____
Date: April 3, 2024

EXHIBIT A
OUTLINE AND LOCATION OF PREMISES

[attached]



1105 N. Market

3rd Floor



EXHIBIT B

[intentionally omitted]

EXHIBIT C

BUILDING RULES AND REGULATIONS

The following rules and regulations shall apply, where applicable, to the Premises, the Building, the parking garage (if any), the Property and the appurtenances. In the event of a conflict between the following rules and regulations and the remainder of the terms of the Lease, the remainder of the terms of the Lease shall control. Capitalized terms have the same meaning as defined in the Lease.

1. Sidewalks, doorways, vestibules, halls, stairways and other similar areas shall not be obstructed by Tenant or used by Tenant for any purpose other than ingress and egress to and from the Premises. No rubbish, litter, trash, or material shall be placed, emptied, or thrown in those areas. At no time shall Tenant permit Tenant's employees to loiter in Common Areas or elsewhere about the Building or Property.
2. Plumbing fixtures and appliances shall be used only for the purposes for which designed, and no sweepings, rubbish, rags or other unsuitable material shall be thrown or placed in the fixtures or appliances. Damage resulting to fixtures or appliances by Tenant, its agents, employees or invitees, shall be paid for by Tenant, and Landlord shall not be responsible for the damage.
3. Except in connection with the hanging of lightweight pictures and wall decorations, no nails, hooks or screws shall be inserted into any part of the Premises or Building except by the Building maintenance personnel without Landlord's prior approval, which approval shall not be unreasonably withheld.
4. Landlord may provide and maintain in the first floor (main lobby) of the Building an alphabetical directory board or other directory device listing tenants, and no other directory shall be permitted unless previously consented to by Landlord in writing.
5. Tenant shall not place any lock(s) on any door in the Premises or Building without Landlord's prior written consent, which consent shall not be unreasonably withheld, and Landlord shall have the right to retain at all times and to use keys or other access codes or devices to all locks within and into the Premises. A reasonable number of keys to the locks on the entry doors in the Premises shall be furnished by Landlord to Tenant at Tenant's cost, and Tenant shall not make any duplicate keys. All keys shall be returned to Landlord at the expiration or early termination of this Lease.
6. All contractors, contractor's representatives and installation technicians performing work in the Building shall be subject to Landlord's prior approval, which approval shall not be unreasonably withheld, and shall be required to comply with Landlord's standard rules, regulations, policies and procedures, which may be revised from time to time.
7. Movement in or out of the Building of furniture or office equipment, or dispatch or receipt by Tenant of merchandise or materials requiring the use of elevators, stairways, lobby areas or loading dock areas, shall be restricted to hours reasonably designated by Landlord. Tenant shall obtain Landlord's prior approval by providing a detailed listing of the activity. If approved by Landlord, the activity shall be under the supervision of Landlord and performed in the manner required by Landlord. Tenant shall assume all risk for damage to articles moved and injury to any persons resulting from the activity. If equipment, property, or personnel of Landlord or of any other party is damaged or injured as a result of or in connection with the activity, Tenant shall be solely liable for any resulting damage or loss.
8. Landlord shall have the right to approve the weight, size, or location of heavy equipment or articles in and about the Premises, which approval shall not be unreasonably withheld. Damage to the Building by the installation, maintenance, operation, existence or removal of Tenant's Property shall be repaired at Tenant's sole expense.
9. Corridor doors, when not in use, shall be kept closed.
10. Tenant shall not: (1) make or permit any improper, objectionable or unpleasant noises or odors in the Building, or otherwise interfere in any way with other tenants or persons having business with them; (2) solicit business or distribute, or cause to be distributed, in any portion of the Building, handbills, promotional materials or other advertising; or (3) conduct or permit other activities in the Building that might, in Landlord's sole opinion, constitute a nuisance.

11. No animals, except those assisting handicapped persons, shall be brought into the Building or kept in or about the Premises.
12. No inflammable, explosive or dangerous fluids or substances shall be used or kept by Tenant in the Premises, Building or about the Property, except for those substances as are typically found in similar premises used for general office purposes and are being used by Tenant in a safe manner and in accordance with all applicable laws, rules and regulations. Tenant shall not, without Landlord's prior written consent, use, store, install, spill, remove, release or dispose of, within or about the Premises or any other portion of the Property, any asbestos-containing materials or any solid, liquid or gaseous material now or subsequently considered toxic or hazardous under the provisions of 42 U.S.C. § 9601 *et seq.* or any other applicable environmental Law which may now or later be in effect. Tenant shall comply with all Laws pertaining to and governing the use of these materials by Tenant, and shall remain solely liable for the costs of abatement and removal.
13. Tenant shall not use or occupy the Premises in any manner or for any purpose which might injure the reputation or impair the present or future value of the Premises or the Building. Tenant shall not use, or permit any part of the Premises to be used, for lodging, sleeping or for any illegal purpose.
14. Tenant shall not take any action which would violate Landlord's labor contracts or which would cause a work stoppage, picketing, labor disruption or dispute, or interfere with Landlord's or any other tenant's or occupant's business or with the rights and privileges of any person lawfully in the Building ("**Labor Disruption**"). Tenant shall take the actions necessary to resolve the Labor Disruption, and shall have pickets removed and, at the request of Landlord, immediately terminate any work in the Premises that gave rise to the Labor Disruption, until Landlord gives its written consent for the work to resume. Tenant shall have no claim for damages against Landlord or any of the Landlord Related Parties, nor shall the Commencement Date of the Term be extended as a result of the above actions.
15. Tenant shall not install, operate or maintain in the Premises or in any other area of the Building, electrical equipment that would overload the electrical system beyond its capacity for proper, efficient and safe operation as determined solely by Landlord. Tenant shall not furnish cooling or heating to the Premises, including, without limitation, the use of electronic or gas heating devices, without Landlord's prior written consent. Tenant shall not use more than its proportionate share of telephone lines and other telecommunication facilities available to service the Building.
16. Tenant shall not operate or permit to be operated a coin or token operated vending machine or similar device (including, without limitation, telephones, lockers, toilets, scales, amusement devices and machines for sale of beverages, foods, candy, cigarettes and other goods), except for machines for the exclusive use of Tenant's employees and invitees.
17. Bicycles and other vehicles are not permitted inside the Building or on the walkways outside the Building, except in areas designated by Landlord.
18. Landlord may from time to time adopt systems and procedures for the security and safety of the Building, its occupants, entry, use and contents. Tenant, its agents, employees, contractors, guests and invitees shall comply with Landlord's systems and procedures.
19. Landlord shall have the right to prohibit the use of the name of the Building or any other publicity by Tenant that in Landlord's sole opinion may impair the reputation of the Building or its desirability. Upon written notice from Landlord, Tenant shall refrain from and discontinue such publicity immediately.
20. Neither Tenant nor its agents, employees, contractors, guests or invitees shall smoke or permit smoking in the Common Areas, unless the Common Areas have been declared a designated smoking area by Landlord, nor shall the above parties allow smoke from the Premises to emanate into the Common Areas or any other part of the Building. Landlord shall have the right to designate the Building (including the Premises) as a non-smoking building.
21. Landlord shall have the right to designate and approve standard window coverings for the Premises and to establish rules to assure that the Building presents a uniform exterior appearance. Tenant shall ensure, to the extent reasonably practicable, that window coverings are closed on windows in the Premises while they are exposed to the direct rays of the sun.

22. Deliveries to and from the Premises shall be made only at the times, in the areas and through the entrances and exits reasonably designated by Landlord. Tenant shall not make deliveries to or from the Premises in a manner that might interfere with the use by any other tenant of its premises or of the Common Areas, any pedestrian use, or any use which is inconsistent with good business practice.
23. The work of cleaning personnel shall not be hindered by Tenant after 5:30 p.m., and cleaning work may be done at any time when the offices are vacant. Windows, doors and fixtures may be cleaned at any time. Tenant shall provide adequate waste and rubbish receptacles to prevent unreasonable hardship to the cleaning service.

EXHIBIT D

[intentionally omitted]

EXHIBIT "A"

**LEASED ACCESS MANAGEMENT AGREEMENT BETWEEN COMCAST OF NEW
CASTLE COUNTY, LLC AND DETV FOUNDATION, INC.**

[see attached]

LEASED ACCESS MANAGEMENT AGREEMENT

WHEREAS, pursuant to the Cable Franchise Agreement entered into between the City of Wilmington, DE (“City”) and Comcast of New Castle County, LLC (“Comcast”) dated November 19, 2012, Comcast makes available a channel on the cable system for Public Access and Leased Access use; and

WHEREAS the City has selected a third-party to manage the Public Access operation on the designated channel; and

WHEREAS Comcast desires to use the same third-party to manage the Leased Access operation on the designated channel; and

WHEREAS DETV Foundation, a Delaware nonprofit corporation (“Manager”) applied for and was selected by the City and Comcast to manage the Public Access and Leased Access use of the designated channel on the terms set forth herein;

NOW THEREFORE the Comcast and Manager (the “Parties”) do hereby agree as follows:

SECTION 1. DEFINITIONS

For the purpose of this Agreement, the following words, terms, phrases and their derivations shall have the meanings given herein, unless the context clearly requires a different meaning. When not inconsistent with the context, the masculine pronoun includes the feminine pronoun, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word “shall” is always mandatory and not merely directory.

1.1 “Access Channel”: - A video channel which Comcast makes available pursuant to the Cable Franchise Agreement with the City for the purpose of transmitting Public and Leased Access programming.

1.2 “City Management Agreement” - The Agreement between Manager and City dated on or about the date hereof which designates Manager as the operator and manager of Public Access on the Access Channel.

1.3 “Equipment” - The studio and production equipment (a) located at the Studio, (b) purchased in the future by the City, Manager or Comcast for use with respect to the Studio or Access Channel, or (c) donated to the City or Manager for use with respect to the Studio or Access Channel.

1.4 “Leased Access” - The ability of a Wilmington area programmer to make content available on the Access Channel for a fee, typically based on the amount of airtime the programmer wishes to purchase. As used in this Agreement, Leased Access is limited to those programmers located in New Castle County and the City of Wilmington and shall not apply to programmers outside the City or New Castle County.

1.5 "Origination Capacity" - An activated connection to an upstream channel allowing the Manager to send programming to be displayed on the Access Channel to Comcast's headend facility.

1.6 "Studio" - The production studio for the Access Channel, which shall be located at 1105 North Market Street, 3rd Floor, Wilmington, Delaware, or such other location selected by manager and approved by the City.

SECTION 2. TERM

Unless sooner terminated in accordance with this Agreement, this Agreement shall run through March 31, 2025. This Agreement confers no permanent rights upon Manager nor guarantees any right to have this Agreement extended upon the end of any such term as set forth herein.

SECTION 3. DESIGNATION

Subject to the terms of this Agreement, Comcast hereby designates Manager as the entity designated to operate and manage Leased Access on the Access Channel. Manager shall at all times be an independent contractor of Comcast and shall not represent itself as representing, speaking for, or otherwise acting on behalf of Comcast.

SECTION 4. PERIODIC REPORTING

4.1 On an annual basis and no later than the last day of March or within ninety (90) days of the end of its fiscal year, Manager shall provide a written report to the City and Comcast (the "Annual Access Report"), which report shall include the following:

- A. A certificate of good standing as an organization registered with the State of Delaware no more than thirty (30) days prior to the date of the Annual Access Report;
- B. Year-end financial statements of Manager for the previous year, audited by an independent certified public accountant licensed in the State of Delaware;
- C. The previous year's budget and actual expenditures summaries;
- D. The upcoming year's budget;
- E. A three-year capital budget plan for the Studio and Equipment;
- F. The hours of programming cablecast on the Access Channel in the prior year (excluding repeat programming);
- G. Notable events, actions and programs in the prior year with respect to Manager, Studio and the Access Channel;
- H. Training classes for the Studio and Equipment offered and attendance thereto;
- I. Manager policies and procedures for programmers, with any changes thereto from the previous year highlighted;
- J. An updated business plan if the business plan has been amended since the prior version submitted to the City and Comcast; and

K. Any other documentation and/or items mutually agreed upon by the parties hereto and as may be reasonably requested by the City or Comcast.

4.2 Following submission of the Annual Access Report, Manager shall meet with the City and Comcast or their designee(s), for the purpose of reviewing Manager's operations, budget, programming and items contained in the report.

4.3 In addition to the Annual Access Report, Manager shall provide Comcast with any other reports provided to the City as set forth in the City Management Agreement.

4.4 Within ten (10) days of filing, Manager shall provide a copy to Comcast of all amendments or modification to the organizational documents of Manager and any filings submitted to the State and federal government, including, but not limited to Change of Directors or Officers, instruments of restatement of articles of incorporation, by-laws, dissolution, and any other corporate filings.

4.5 Manager shall cooperate fully and in good faith in answering questions from the City or Comcast regarding reporting required under this section.

SECTION 5. MANAGER OBLIGATION

Manager shall provide Leased Access programming and services as follows:

- (1) Schedule, operate and program the Public/Leased Access Channel provided by Comcast in accordance with Section 6 below;
- (2) Manage annual funding as set forth below;
- (3) Purchase and/or lease equipment, with the funds and equipment allocated for such purposes below
- (4) Operate and maintain an Access studio for Public/Leased access users as set forth below;
- (5) Conduct periodic training programs for Wilmington residents and members of Wilmington-based organizations in the skills necessary to produce Access programming;
- (6) Provide non-discriminatory access to production and post-production equipment and facilities, and technical assistance, to Access users, in accordance with Manager's policies and procedures;
- (7) Establish rules, procedures and guidelines for the use of the Studio, Equipment and channel time;

- (8) Engage in publicity, fund-raising, outreach, referral and other activities to support operations; and
- (9) Accomplish such other tasks relating to the operation, scheduling and/or management of the Public/Leased Access Channel, facilities and equipment as Manager may consider appropriate and necessary.

SECTION 6. PUBLIC/LEASED ACCESS CHANNEL

- (1) Manager shall have the responsibility for managing, scheduling, operating and programming the Public/Leased Access Channel in a non-discriminatory manner. The City and Comcast shall have no editorial control over the programming carried on the channel except that Comcast may refuse to transmit any program or portion of a program which contains obscenity, indecency, or nudity.
- (2) Manager shall provide a programming schedule for the Channel to Comcast on a monthly basis.
- (3) As the designated manager of the Access Channel, Manager shall set policy and pricing for Public and Leased Access in compliance with all applicable laws and regulations.
- (4) Manager shall comply with the Leased Access Guidelines attached hereto as Exhibit "A" as may be amended from time to time.
- (5) In programming the Access Channel, the Manager shall comply with all federal and state laws and regulations at all times during the term of this Agreement. Comcast will notify Manager on an annual basis of the maximum permitted leased access rate and any other changes in applicable Leased Access regulations. Manager shall have a concurrent responsibility to learn and comply with applicable Leased Access regulations for all Leased Access programming.
- (6) As required by Section 8.C. of the Franchise Agreement, Manager shall allow the existing leased access programmers of the Access Channel to maintain their existing time slots, which are listed on Exhibit "D" to the City Management Agreement, so long as such programmers stay current on their required payments to Manager and otherwise comply with the rules and procedures adopted by Manager for the use of the Studio and Access Channel. In the event that any existing leased access programmer fails to make a required payment to the Manager on or prior to the due date for such payment or otherwise fails to comply with the rules and procedures adopted by Manager with respect to the use of the Studio and Access Channel (a "Defaulting Programmer"), then thereafter, Manager shall have no further obligation to reserve any time slot for such Defaulting Programmer, and Manager may offer any time slot designated for such Defaulting Programmer to another individual or group in accordance with Manager's standard terms and conditions for Leased Access airtime. Even if a Defaulting Programmer cures its default with respect to its obligations owed to Manager, the

Manager shall have no obligation following such cure to restore the Defaulting Programmer's previously designated time slot(s).

- (7) The Wilmington Cable, Video and Telecommunications Commission (hereinafter "Commission") shall be the entity to hear and resolve all conflicts and disputes that may arise between the Manager and Leased Access clients or between the Manager and the community (or others) with respect to the Access Channel or Studio. The Commission shall have the authority to promulgate rules and regulations regarding hearing and resolving all such conflicts and disputes. A dispute shall be submitted to the Commission by the filing of a petition within thirty (30) calendar days of the occurrence constituting the conflict and/or dispute in question on a form provided by the Commission. The petition must be completed and submitted via e-mail, hand delivery or U.S. mail. If mailed, the petition must be received on or before the 30th calendar day of the occurrence constituting the conflict and/or dispute. Petitions shall be decided by the Commission after a hearing, unless the matter is settled, or the parties otherwise agree in writing that a hearing is not necessary. All decisions of the Commission are final and binding, and shall not be subject to any administrative appeal or further review of any kind. All such decisions shall be in writing and duly recorded in a permanent record. A request for reconsideration by the Commission may be made, provided that such request is duly submitted on the form provided by the Commission. Any submission for reconsideration shall be submitted by email, hand delivery or US mail within ten (10) calendar days of the written decision

SECTION 7. FACILITIES AND EQUIPMENT FUNDING

- (1) In order to fund its annual operations, Manager shall also have the right to retain all revenues earned from its Public and Leased Access activities. Comcast shall provide Manager with the "maximum permitted leased access rate" allowed under applicable law and Manager shall not exceed such maximum permitted rate for Leased Access programming.

SECTION 8. OWNERSHIP AND CONTROL

Subject to the terms set forth in the City Management Agreement, the Manager shall have the right to determine appropriate rules, procedures guidelines for the use of the Studio and Equipment and to amend such rules, procedures and guidelines from time to time; provided, however, that the Manager shall provide the City and Comcast with a copy of such rules, procedures and guidelines and any amendments thereto.

SECTION 9. INDEMINIFICATION

Manager shall itself, at its sole cost and expense, and in its rules for use of the Studio and/or Access Channel, require every user of the Studio, Access Channel or Equipment to, indemnify and hold harmless the City, Comcast, their affiliates, officials, boards and employees against any and all claims arising out of any use of the Studio, Access Channel or Equipment and/or due to any programming cablecast over the Access Channel including, but not limited to personal injury, libel,

slander, invasion of privacy or publicity rights, non-compliance with applicable rules, regulations and/or laws and/or authorized use of copyrighted materials. This Section 9 shall survive the termination of this Agreement.

SECTION 10. INSURANCE

- (1) Manager, at Manger's sole expense, shall obtain and keep in force throughout the term of this Agreement, with a reputable insurance company having an AM Best rating of A-, VII or better, and authorized to do business in the State of Delaware, insurances with coverages and limits as follows:
 - a. A policy (or policies) of Workers' Compensation insurance covering Manager's employees in accordance with statutory requirements of the State of Delaware. Each such policy shall be on a form approved for use the State of Delaware and shall provide, at a minimum, statutory Workers' Compensation coverage, and Employer's Liability at limits of not less than \$100,000 each accident for Bodily Injury by Accident, \$300,000 policy limit for Bodily Injury by Disease, and \$100,000 each employee for Bodily Injury by Disease.
 - b. Commercial General Liability Insurance on current standard forms with limits of liability for such insurance to be no less than \$1,000,000 per occurrence for bodily injury, property damage and contractual liability of Manager, and \$2,000,000 in the aggregate.
 - c. Media Perils Liability Insurance (Broadcasters' Liability/Errors and Omissions) to cover Manager's and its lessee's or sublessee's media activities as described in this Agreement, including but not limited to, production of programming and all programming cablecast under the terms of this Agreement (including but not limited to original programming, marketing activities, sales promotions, and other activities). Such insurance shall cover, at a minimum, the "offenses" of defamation of character or reputation; invasion of privacy; infringement of trademark, title, slogan, trade name or service mark; and infringement of copyright or misappropriation of ideas. The limit of liability for such insurance shall be no less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
 - d. Property insurance for the Equipment with a policy limit of at least the full replacement value for the Equipment.
- (2) The policies of insurance described above shall name the City and Comcast as additional insured parties. It is also understood and agreed that upon issuance of such insurance policy, a complete certified copy shall be given to the City and Comcast for their review and records. No insurance certificates shall be cancelled without a minimum of thirty (30) days prior written notice to the City and Comcast.

SECTION 11. ASSIGNMENT

Manager shall have no right whatsoever to assign or sublet its rights under this Agreement without the prior written consent of the City and Comcast.

SECTION 12. TERMINATION; DISSOLUTION OF THE MANAGER; SURVIVAL

- (1) Comcast may terminate this Agreement for material breach of this Agreement by Manager; provided, however, that Comcast shall give Manager (i) advance, written notice specifying, in reasonable detail, such breach and (ii) thirty (30) days from the date of such written notice to cure any such breach. The result of such termination by Comcast shall be that Manager shall no longer be the designated operator of Leased Access for Comcast.
- (2) Notwithstanding the above, Comcast may terminate this Agreement immediately in the event that the Manager engages in criminal activity or malfeasance, misfeasance or misappropriation or misuse of funds.
- (3) In the event that Manager is dissolved during the term of this Agreement, or the City or Comcast terminates this Agreement with Manager pursuant to the paragraphs above, the City and Comcast shall have the absolute right to designate another entity, including the City or Comcast itself, to provide Access Programming in the City. Any such successor Access organization shall then assume all of the benefits and obligations contained herein unless otherwise provided in writing.

SECTION 13. NONDISCRIMINATION

Manager shall not discriminate against any Person in any of its activities on the basis of race, color, creed, religion, ancestry, national origin, geographical location within the City, sex, sexual orientation, disability, age, marital status or status with regard to public assistance. Manager shall be subject to all other requirements of federal and state laws or regulations relating to nondiscrimination throughout the term of this Agreement.

SECTION 14. NOTICE

- (1) Every notice to be served upon Comcast shall be delivered or sent by certified mail to: Comcast of New Castle County, LLC, ATTN: Government Affairs, 110 Springbrooke Blvd, Aston PA 19014, or such other address as Comcast may specify in writing to the Manager.
- (2) Every notice to be served upon Manager shall be delivered, or sent by certified mail, to the Executive Director of Manager at such address as Manager may specify in writing.

SECTION 15. SEVERABILITY

If any section, paragraph, term or provision of this Agreement is determined to be illegal, invalid or unconstitutional, by any court of competent jurisdiction or by any State or federal regulatory agency having jurisdiction thereof, such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which shall remain in full force and effect for the term of this Agreement.

SECTION 16. ENTIRE AND COMPLETE AGREEMENT

This Agreement constitutes the entire and complete Agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements or understandings, except that in the vent of a conflict between the terms of this Agreement and the Cable Franchise Agreement between the City and Comcast, the Franchise Agreement shall control. This Agreement can be amended only by a written agreement between the parties.

SECTION 17. NO THIRD-PARTY BENEFICIARIES

This Agreement is solely an agreement between the signatories hereto and conveys no rights on any third-parties except the City. No third-party other than the City shall have any right to enforce the terms herein or seek remedies for rights arising out of this Agreement. This Agreement gives Manager no rights under the Franchise Agreement or any other agreement between the City and Comcast.

SECTION 18. ASSISTANCE OF COUNSEL

No provision shall be construed for or against any party to this Agreement on the ground that such party drafted this Agreement.

SECTION 19. RIGHT TO AUDIT AND REVIEW RECORDS

Comcast shall have the right from time to time during normal business hours and upon forty-eight (48) hours prior written notice to review, make copies of and audit the records of Manager as they relate to the Access Channel, Equipment and Studio.

SECTION 20. BINDING ARBITRATION

If the parties should have a dispute arising out of or relating to this Agreement or the parties' respective rights and duties hereunder and without limiting the Comcast's right to terminate this Agreement as set forth above, then the parties will resolve such dispute in the following manner: (i) any party may at any time deliver to the other a written dispute notice setting forth a brief description of the issue(s) for which such notice initiates the dispute resolution mechanism contemplated by this Section; (ii) during the 45 day period following the delivery of the notice described above, appropriate representatives of the parties will meet and seek to resolve the disputed issue(s) through negotiation, (iii) if representatives of the parties are unable to resolve the disputed issue(s) through negotiation, then within 15 days after the period described above, the parties will refer the issue (to the exclusion of a court of law) to final and binding arbitration in Wilmington, Delaware in accordance with the then existing rules (the "Rules") of the American Arbitration Association ("AAA"), and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof; provided, however, that the law applicable to any controversy shall be the law of the state of Delaware, regardless of principles of conflicts of laws.

In any arbitration pursuant to this Agreement, (a) discovery shall be allowed and governed by the Rules, and (b) the award or decision shall be rendered by a majority of the members of a Board of Arbitration consisting of three members, one of whom shall be appointed by each of the respective parties and the third of whom shall be the chairman of the panel and be appointed by mutual agreement of said two party-appointed arbitrators. In the event of failure of said two arbitrators to agree within 30 days after the commencement of the arbitration proceeding upon the appointment of the third arbitrator, the third arbitrator shall be appointed by the AAA in accordance with the Rules. In the event that either party shall fail to appoint an arbitrator within 15 days after the commencement of the arbitration proceeding, such arbitrator and the third arbitrator shall be appointed by the AAA in accordance with the Rules. Nothing set forth above shall be interpreted to prevent the parties from agreeing in writing to submit any dispute to a single arbitrator in lieu of a three-member Board of Arbitration. Upon the completion of the selection of the Board of Arbitration (or if the parties agree otherwise in writing, a single arbitrator), an award or decision shall be rendered within no more than 30 days or such other period agreed to by the parties. Nothing herein shall restrict the parties from limiting the discovery or having less than three arbitrators.

SECTION 21. GOVERNING LAW

This agreement shall be governed by and construed in accordance with the domestic laws of the State of Delaware, without giving effect to any choice of law of conflicting provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the laws of any jurisdiction other than the State of Delaware to be applied.

SECTION 22. WAIVER OF TRIAL BY JURY

Each party hereto hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, trial by jury in any suit, action or proceeding arising hereunder.

SECTION 23. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which together shall constitute but one and the same agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 2024.

COMCAST OF NEW CASTLE COUNTY, LLC

By: _____

Name: _____

Title: _____

Date: _____

DETV FOUNDATION,
a Delaware nonprofit corporation

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT "B"

LIST OF EXISTING STUDIO EQUIPMENT

[see attached]

Public Access TPO Equipment Inventory

Item Description	Item Type	Serial Number (if applica	Acquisition Date	Asset Number
Sharp LC-32LE551U	Monitor	40500714636	2016-01-01	100253
VideoTek RS-10A	Channel Selector		2000-01-01	100060
ESE 993U	Clock	9931	2012-01-01	100070
Dell Latitude E5540	Computer	G482K12	2014-01-01	100068
HP Pavilion	Computer		2014-01-01	100116
Laminate U Shape	Console Desk		2014-01-01	100134
NewTek Tricaster	Switcher	AQ1441030	2014-01-01	100084
Sony PVE-500	Editing Deck	701588	2000-01-01	100072
LG SP80NB80	Disk Writer	709HPZZ085253	2017-09-01	100081
AJA Ki-Pro	Media Recorder		2012-01-01	100120
Sony VRD-MC6	DVD Recorder	4457041VRDMC6	2014-01-01	100085
Samson Servo 120A	Server Drive	S13I000088	2014-01-01	100076
Lacie Neil Poulton	Server Drive		2014-01-01	100136
RTS Headset	Comm Set		2014-01-01	100063
RTS Headset	Comm Set		2014-01-01	100083
Teldex BP-1002	Comm System	190613	2014-01-01	100064
Teldex BP-1002	Comm System	19016	2014-01-01	100082
CFX16 MK2	Audio Mixer	203410500BPCV0265	2014-01-01	100073
Samsung 8in. LCD	Monitor		2014-01-01	100053
Samsung 12in. LCD	Monitor		2014-01-01	100055
NEC Multisync EX231W	Monitor		2014-01-01	100066
NEC Multisync EX231W	Monitor		2014-01-01	100067
JVC DT-R24L41D	Monitor	15940238	2008-01-01	100069
Sharp LC-32LE551U	Monitor	40500714637	2014-01-01	100071
NEC Multisync 30	Monitor		2014-01-01	100077
NEC Multisync 30	Monitor		2014-01-01	100078
Blackmagic 12in.	Monitor		2014-01-01	100114
Blackmagic 6 in. Dual	Monitor	2117075	2014-01-01	100119
BG285 Amp	Power Amplifier		2010-01-01	100117
Extron MPA 152 Plus	Power Amplifier		2014-01-01	100124
AJA KUMO 3232	Video Router		2014-01-01	100125
Tripp Lite Power Distribution	Power Distribution		2014-01-01	100074
Tripp Lite Power Distribution	Power Distribution		2014-01-01	100135

CVSC 611 Power Distrbution	Power Distribution		2004-01-01	100062
Middle Atlantic PD-915R	Power Distrbution		2014-01-01	100056
Tripp Lite Power Distribution	Power Distribution		2014-01-01	100133
Behringer MDX 2100	Processor	71200001	2014-01-01	100057
Rack Computer Compnant ?			2012-01-01	100137
Knox RS8X8HB	Video Router		2008-01-01	100061
Telvue B100 Hyper Caster	Cablecast Server		2014-01-01	100130
NewTek Tricaster 460	Switcher	NA2017817306868	2016-01-01	100129
JBL Control 5 Speaker	Speaker		2014-01-01	100079
JBL Control 5 Speaker	Speaker		2014-01-01	100080
AJA KUMO CP	Control Panel		2014-01-01	100118
Kramer VM-2H2	A/V Switch		2014-01-01	100126
Kramer VM-2H2	A/V Switch		2014-01-01	100127
Dell OP 3020	Computer	FTXM812	2014-01-01	100065
Toshiba MV13L3	VCR	19961650	2001-01-01	100054
Pioneer 1080P	VCR		2014-01-01	100123
Ocean Matric OMX-7016	A/V Switch		2010-01-01	100058
Ocean Matric OMX-7016	A/V Switch		2010-01-01	100059
Kramer VM-10AR2	A/V Switch		2014-01-01	100128
Audiocom MS-2002	A/V Switch	239471	2014-01-01	100075
Blackmagic Audio Monitor	Audio Monitor	2073409	2014-01-01	100115
Lacie Neil Poulton	Server Drive		2014-01-01	100036
IHIP Headset	Comm Set		2014-01-01	100045
Sennheiser MKE 600	Microphone		2014-01-01	100046
NEC Multisync EX223W	Monitor	45308258TA	2014-01-01	100038
NEC Multisync EX223W	Monitor	45308262TA	2014-01-01	100039
Dell E178FPB	Monltor	7426191C2RKL	2009-01-01	100041
AJA IO Express	A/V I/O unit	E0109739	2014-01-01	100037
JBL Control 2P	Speaker	M407026940A	2014-01-01	100052
HP Z420	Computer	2UA4371V9N	2014-01-01	100035
Dell OP 745	Computer	2RLRJF1	2014-01-01	100040
Manfrotto 546B	Tripod	E504HD15005075	2014-01-01	100049
Manfrotto 546B	Tripod	E504HD15005086	2014-01-01	100050
Manfrotto 546B	Tripod	E504HD14004066	2014-01-01	100051
JVC GY-HM600U	Camera	14041583	2014-01-01	100044
JVC GY-HM600U	Camera	14041594	2014-01-01	100047

JVC GY-HM600U	Camera	157M0205	2014-01-01	100048
Sharp 30 in.	Television		2016-01-01	100252
Sharp 40 in.	Television		2014-01-01	100033
Sharp 40 in.	Television		2014-01-01	100034
Eagle ADD-15 Flammable Cabinet	Cabinet		2014-01-01	100148
Hard Shell Travel Case	Travel Case - Tripod		2010-01-01	100244
Hard Shell Travel Case	Travel Case - Tripod		2010-01-01	100245
Hard Shell Travel Case	Travel Case - Tripod		2010-01-01	100246
Hard Shell Travel Case	Travel Case - Tripod		2010-01-01	100247
Hard Shell Travel Case	Travel Case - Tripod		2010-01-01	100248
Hard Shell Travel Case	Travel Case - Tripod		2010-01-01	100249
Hard Shell Travel Case	Travel Case - Tripod		2010-01-01	100250
Hard Shell Travel Case	Travel Case - Tripod		2010-01-01	100251
Shok Stop Travel Case	Travel Case - Camera		2014-01-01	100228
Shok Stop Travel Case	Travel Case - Camera		2014-01-01	100229
SBK Travel Case	Travel Case - Camera		2008-01-01	100235
Shok Stop Travel Case	Travel Case - Camera		2014-01-01	100236
Generic Travel Case	Travel Case - Camera		2000-01-01	100238
Generic Travel Case	Travel Case - Camera		2000-01-01	100239
Generic Travel Case	Travel Case - Camera		2000-01-01	100240
Generic Travel Case	Travel Case - Camera		2000-01-01	100241
Generic Travel Case	Travel Case - Camera		2000-01-01	100242
Toshiba L455D	Computer (Laptop)		2012-01-01	100271
Panasonic DMR-ES35V	DVD Player	U6C806890	1998-01-01	100202
Sony DVP-NS77H	DVD Player	1253832	2014-01-01	100151
HPT45XI	Fax Machine		2014-01-01	100172
Telvue DCDO	Cablecast Server	DSMC2G1	2008-01-01	100207
ClearCom Headset	Comm Set		2010-01-01	100260
ClearCom Headset	Comm Set		2008-01-01	100261
ClearCom Headset	Comm Set		2008-01-01	100262
Telex Headset	Comm Set		2008-01-01	100263
RTS Headset	Comm Set		2010-01-01	100264
Elation Pro Fresnel	Lighting		2000-01-01	100187
Elation Pro Fresnel	Lighting		1992-01-01	100195
Sony 3in. DFX-41	Monitor	30613	1998-01-01	100157
Schumann U832 Upright Piano	Piano		2014-01-01	100173

Prop Pedestal			2000-01-01	100197
Prop Pedestal			2000-01-01	100198
Prop Pedestal			2000-01-01	100199
Prop Pedestal			2000-01-01	100200
Prop Pedestal			2000-01-01	100201
Rack Computer Component ?			2000-01-01	100211
General Instruments Interactive	A/V Reciever	2.73133E+11	2014-01-01	100150
Arris TM502G	Router	77SBMV4C6213065	2008-01-01	100215
Strand Leko Light	Lighting		2012-01-01	100158
Kliegl	Lighting		2000-01-01	100162
Kliegl	Lighting		2000-01-01	100163
Generic Light	Lighting		2000-01-01	100165
Generic Light	Lighting		2000-01-01	100166
Generic Light	Lighting		2000-01-01	100167
Lee Color Tran Light	Lighting		2000-01-01	100168
Generic Light	Lighting		2000-01-01	100169
Generic Light	Lighting		2000-01-01	100170
Generic Light	Lighting		2000-01-01	100178
Generic Light	Lighting		2000-01-01	100223
Generic Light	Lighting		2000-01-01	100224
Dell OPSX 270	Computer	1VD6M31	2012-01-01	100149
VShape Desk			2000-01-01	100196
RCA J27530	Television		2000-01-01	100171
Manfrotto 3068	Tripod		2014-01-01	100146
Manfrotto 3068	Tripod		2014-01-01	100147
Manfrotto 3068	Tripod		2014-01-01	100153
Miller	Tripod		2000-01-01	100213
Generic Tripod	Tripod		2000-01-01	100214
Manfrotto Tripod	Tripod		2000-01-01	100230
Generic Tripod	Tripod		2014-01-01	100269
Generic Tripod	Tripod		2014-01-01	100270
Sony DXC-327B	Camera	10293	2012-01-01	100154
Sony DXC-327B	Camera	11052	2012-01-01	100155
Sony DXC-327B	Camera	13041	2012-01-01	100156
Sony VRD-MC6	DVD Recorder	BE5173359	2014-01-01	100030
JVC HZ-FM13U	Focus Control	20140703	2014-01-01	100019

JVC HZ-FM13U	Focus Control	20131004	2013-01-01	100020
JVC HZ-FM13U	Focus Control	20140703	2014-01-01	100021
RTS Headset	Comm Set		2014-01-01	100013
RTS Headset	Comm Set		2014-01-01	100014
RTS Headset	Comm Set		2014-01-01	100015
RTS Headset	Comm Set		2014-01-01	100028
Telex BP-1002	Comm System	190613		100016
Telex BP-4000	Comm System	882663		100017
Telex BP-1002	Comm System	190613		100018
Telex BP-1002	Comm System	190613		100029
Whirlwind Junction Box	Electric Box			100026
Whirlwind Junction Box	Electric Box			100027
Elation Pro Fresnel	Lighting			100086
Elation Pro Fresnel	Lighting			100087
Elation Pro Fresnel	Lighting			100088
Elation Pro Fresnel	Lighting			100089
Elation Pro Fresnel	Lighting			100092
Elation Pro Fresnel	Lighting			100095
Elation Pro Fresnel	Lighting			100097
Elation Pro Fresnel	Lighting			100099
Elation Pro Fresnel	Lighting			100102
Elation Pro Fresnel	Lighting			100103
Elation Pro Fresnel	Lighting			100105
Elation Pro Fresnel	Lighting			100106
Elation Pro Fresnel	Lighting			100107
Elation Pro Fresnel	Lighting			100109
ETC Element	Light Board	434406200		100031
JVC 20140411	Monitor	M099M1195		100001
JVC 20140411	Monitor	099M1201		100002
JVC 20140411	Monitor	099M1204		100003
NEC Multisync V423	Monitor	47020575NA		100025
AOC 195LM00002	Monitor	FSGFCHA107792		100032
Elation TVL40002 Panel Light	Lighting	6307055		100090
Elation TVL40002 Panel Light	Lighting			100096
Elation TVL40002 Panel Light	Lighting	6308318		100100
Elation TVL40002 Panel Light	Lighting	6307002		100101

DETV Broadcast Schedule - Week 3

Time	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
00:00:00	PAID PROGRAMMING	PAID PROGRAMMING	PAID PROGRAMMING	PAID PROGRAMMING	PAID PROGRAMMING	PAID PROGRAMMING	PAID PROGRAMMING
00:30:00	PAID PROGRAMMING	PAID PROGRAMMING	PAID PROGRAMMING	PAID PROGRAMMING	PAID PROGRAMMING	PAID PROGRAMMING	PAID PROGRAMMING
01:00:00	PAID PROGRAMMING	PAID PROGRAMMING	PAID PROGRAMMING	PAID PROGRAMMING	PAID PROGRAMMING	PAID PROGRAMMING	PAID PROGRAMMING
01:30:00	PAID PROGRAMMING	PAID PROGRAMMING	PAID PROGRAMMING	PAID PROGRAMMING	PAID PROGRAMMING	PAID PROGRAMMING	PAID PROGRAMMING
02:00:00	PAID PROGRAMMING	PAID PROGRAMMING	PAID PROGRAMMING	PAID PROGRAMMING	PAID PROGRAMMING	PAID PROGRAMMING	PAID PROGRAMMING
02:30:00	PAID PROGRAMMING	PAID PROGRAMMING	PAID PROGRAMMING	PAID PROGRAMMING	PAID PROGRAMMING	PAID PROGRAMMING	PAID PROGRAMMING
03:00:00	PAID PROGRAMMING	PAID PROGRAMMING	PAID PROGRAMMING	PAID PROGRAMMING	PAID PROGRAMMING	PAID PROGRAMMING	PAID PROGRAMMING
03:30:00	PAID PROGRAMMING	PAID PROGRAMMING	PAID PROGRAMMING	PAID PROGRAMMING	PAID PROGRAMMING	PAID PROGRAMMING	PAID PROGRAMMING
04:00:00	PAID PROGRAMMING	PAID PROGRAMMING	PAID PROGRAMMING	PAID PROGRAMMING	PAID PROGRAMMING	PAID PROGRAMMING	PAID PROGRAMMING
04:30:00	PAID PROGRAMMING	PAID PROGRAMMING	PAID PROGRAMMING	PAID PROGRAMMING	PAID PROGRAMMING	PAID PROGRAMMING	PAID PROGRAMMING
05:00:00	Gospel Music	Ezion Fair Church - Rev. Chris Curry	Ezion Fair Church - Rev. Chris Curry	Ezion Fair Church - Rev. Chris Curry	Ezion Fair Church - Rev. Chris Curry	Ezion Fair Church - Rev. Chris Curry	Filler
05:30:00							Filler
06:00:00		Bethel AME Church	Spiritual Revival Hour	Bethel AME Church	Spiritual Revival Hour	Bethel AME Church	Filler
06:30:00							Filler
07:00:00	DETV News	PAID PROGRAMMING	PAID PROGRAMMING	PAID PROGRAMMING	PAID PROGRAMMING	PAID PROGRAMMING	DETV News
07:30:00		Homeschooled	Homeschooled	Homeschooled	Homeschooled	Homeschooled	

EXHIBIT "C"

**STUDIO SUBLEASE AGREEMENT BETWEEN THE CITY, AS LESSOR, AND DETV,
AS LESSEE**

[see attached]

This exhibit will be provided when the TPO and City complete their discussions on a sublease agreement.

EXHIBIT “D”

LIST OF EXISTING PROGRAMMERS (as of July 2013) AND THEIR TIME SLOTS

[see attached]

List of Programmers and Their Time Slots

- *Delaware Park*
 - o Monday – Friday, 11:30 pm – 12 am
 - o Saturday, 11:30 – 12 am
- *Congo Hour*
 - o Saturday, Noon-2 pm
 - o Saturday, 4-5 pm
 - o Sunday, 10:30 – 11:30 am
 - o Sunday, 8-9 pm
- *Congo Hour: Children's Corner (Formerly Congo Children's Hour)*
 - o Tuesday, 8:30 – 9:30 p.m.
- *Bethel Ministries*
 - o Monday – Friday, 8:30 am
 - o Monday – Friday, 7-730 p.m.
 - o Monday, 8:30 – 9:30 am
 - o Monday, 5-7:30 pm
 - o Tuesday, 5-5:30 pm, 7-7:30 pm
 - o Friday, 8:30 – 9:30 am
 - o Saturday, 8-9 pm
- *Black Perspective*
 - o Tuesday, 4:30-5 pm
- *Youth in Sports*
 - o Tuesday, 7:30-8:30 pm
- *Community Crossfire*
 - o Sunday, 9-10 pm
- *DE Law*
 - o Monday, Wednesday, Friday, Saturday, Sunday, 9:30 – 10 pm
- *New Destiny Fellowship Reachout (Formally New Destiny)*
 - o Sunday, 10-11 pm

EXHIBIT "E"

**FORM OF EQUIPMENT LEASE AGREEMENT BETWEEN THE CITY OF
WILMINGTON AND DETV FOUNDATION, INC.**

[see attached]

EQUIPMENT LEASE AGREEMENT

THIS EQUIPMENT LEASE AGREEMENT (this “Agreement”) is made and entered into this ____ day of _____, 2024, with an effective date of April 1, 2024, by and between the **City of Wilmington**, a Delaware municipal corporation (“Lessor”), with a place of business and mailing address at c/o Wilmington Cable, Video and Telecommunications Commission, Louis L. Redding County/City Building, 9th Floor, 800 North French Street, Wilmington, DE 19801, and the **DETV Foundation, Inc.** (“Lessee”), with a place of business and mailing address at _____.

NOW, THEREFORE, in consideration of the covenants and promises set forth herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. LEASE

1.1 Agreement to Lease. Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, the equipment listed on Exhibit “A” attached hereto and any future equipment that is purchased by Lessor (“Equipment”) for use in Lessee’s operations at 1105 North Market Street, 3rd Floor, Wilmington, Delaware (“Use Location”). Lessee agrees to pay the Rent (as defined in Section 1.3 below) for the Rental Term (as defined in Section 1.2 below), subject to the terms and conditions of this Agreement. This is a true lease and not a conditional sale, lease/purchase or chattel mortgage agreement.

1.2 Rental Term: The term of this Agreement shall be from _____, 2024 through _____, 2025 (the “Rental Term”). Lessor shall retain the sole and exclusive right, at any time, to terminate this Agreement and to remove the Equipment from the Use Location in the event of a default by Lessee under this Agreement.

1.3 Rental: During the Rental Term, Lessee shall pay to Lessor the following annual rental amounts (“Rent”):

<u>Rental Period</u>	<u>Rental Amount (Annual)</u>
April 1, 2024 – March 31, 2025	\$1,000

1.4 Time and Place of Payment: The annual Rent amounts set forth in Section 1.3 above shall be due and payable in full on April 1st of the applicable calendar year. Rent as described above shall be delivered to Lessor at Lessor’s address listed above or such other location designated by Lessor in writing to Lessee.

2. LOCATION OF EQUIPMENT

The Equipment is currently located at the Use Location. Lessee shall not remove the Equipment from the Use Location without the prior written consent of Lessor.

3. USE, MAINTENANCE AND ALTERATIONS

Lessee shall at all times, and subject to notification to and approval by Lessor, at Lessee's sole cost and expense, maintain the Equipment in good repair, condition and working order. Lessee, at its sole cost and expense, shall make all necessary repairs to the Equipment and shall replace any defective, worn or malfunctioning parts with components that are reasonable and compatible to the original components in the Equipment. Lessee shall not make any alterations or additions to the Equipment without Lessor's prior written authorization. If Lessee makes any alteration or addition or replaces any part with components which are not reasonable and compatible to the original components, or uses the Equipment other than in the manner specified by the manufacturer of the Equipment, Lessor shall have the right to immediately terminate this Agreement.

Lessor may, from time to time, offer certain technical advice or assistance to Lessee regarding the installation, use, repair or maintenance of the Equipment. This advice and assistance shall be without warranty and it shall not alter Lessor's obligations hereunder.

The Equipment is to be stored and maintained in a commercially reasonable manner. In the event a Public Access or Leased Access customer of Lessee's desires to utilize the Equipment, a qualified individual at the Use Location shall remain with and observe the operation of the Equipment at all times during such customer's use of the Equipment.

4. LOCATION AND INSPECTION

Lessor may inspect the Equipment during Lessee's normal business hours, upon at least forty-eight (48) hours advance notice, and at any time in emergency situations.

5. RISK OF LOSS AND INSURANCE

All risk of damage to or loss of the Equipment, or any part thereof, shall pass to Lessee upon the beginning of the Rental Term. Lessee, at Lessee's sole cost and expense, and for the benefit of Lessor, shall insure the Equipment at its full replacement value with all-risk business property insurance. Lessor shall be specified as an additional insured with respect to such insurance coverage. In addition, Lessee will purchase and maintain comprehensive general liability and employer's liability insurance coverage, specifying Lessor as an additional named insured with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury, including death and property damage, and statutory worker's compensation insurance. Defense costs shall be provided as part of the policy limits. Lessee shall cause all rights of subrogation against Lessor to be waived. All coverages must be on an occurrence policy form. Any deductible shall be solely paid by Lessee and shall not exceed \$500. Lessee will furnish to Lessor, upon execution of this Agreement and thereafter, upon Lessor's request on an annual basis, certificates evidencing all such insurance coverage detailed above which shall acknowledge the existence and coverage of this Agreement. Lessee shall provide at least thirty (30) days written notice to Lessor prior to any change or cancellation of such insurance coverage.

6. LESSOR'S OWNERSHIP OF EQUIPMENT

Lessor and Lessee expressly intend, understand and agree that the Equipment shall at all times remain the property of Lessor regardless of how it may be affixed to the Use Location. Lessee shall keep the Equipment at all times free and clear of any levies, liens, claims or encumbrances and Lessee shall exclude the Equipment from any chattel mortgages or similar instruments executed by Lessee in favor of any third party. Lessor hereby permanently retains title to the Equipment and reserves all rights and remedies set forth herein. It is hereby understood that neither party intends to convert this Agreement into a conditional sales contract, financing lease or similar instrument.

7. WARRANTIES AND LIMITATION OF LIABILITY

Lessee acknowledges that Lessor is leasing the Equipment "AS IS" AND WITHOUT ANY WARRANTY OR REPRESENTATION EXPRESS OR IMPLIED with regard to (i) the condition of the Equipment, (ii) the merchantability of the Equipment, (iii) the fitness of the equipment for any particular purpose, (iv) the performance capabilities of the Equipment, (v) or any other matter whatsoever including but not limited to matters that may have previously been the subject of any proposal to or discussion with Lessee, IT BEING AGREED THAT, as between Lessor and Lessee, the risk of all such matters are to be borne by Lessee. No agent, employee or representative of Lessee, has or has any authority to bind Lessor to any affirmation, representation or warranty relating to the Equipment or the use or performance of the Equipment. The limitations of Lessor's warranty and liability set forth herein shall survive any expiration or termination of this Agreement and the use of the Equipment.

LESSEE ACKNOWLEDGES THAT THERE ARE HAZARDS ASSOCIATED WITH THE USE OF THE EQUIPMENT AND THAT LESSEE SHALL BE RESPONSIBLE FOR TRAINING ITS EMPLOYEES IN THE PROPER USES OF THE EQUIPMENT AND FOR WARNING AND PROTECTING LESSEE'S EMPLOYEES, CUSTOMERS, BUSINESS INVITEES, AND OTHERS WHO MAY BE EXPOSED TO SUCH HAZARDS. AFTER THE EXECUTION OF THIS AGREEMENT, LESSEE ASSUMES ALL LIABILITY FOR AND SHALL INDEMNIFY AND HOLD LESSOR HARMLESS AGAINST ANY AND ALL LIABILITY, LOSS, DAMAGE OR INJURY, INCLUDING FOR ITS OWN ACTUAL OR ALLEGED NEGLIGENCE, ARISING OUT OF THE PRESENCE, CONDITION, USE, OPERATION, ADVERTISEMENT, OR FOR ANY OTHER MATTER OR CONDITION ARISING OUT OF, OR RELATING TO, THE EQUIPMENT. LESSOR SHALL NOT BE LIABLE TO LESSEE FOR INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. THE LIMITATIONS CONTAINED WITHIN THIS SECTION SHALL APPLY REGARDLESS OF WHETHER THE CLAIM FOR DAMAGES IS BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT OR OTHERWISE AND SHALL APPLY EVEN WHERE SUCH DAMAGES ARE CAUSED, AND/OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, GROSS NEGLIGENCE OR ACTS OR OMISSIONS OF THE PARTY CLAIMING DAMAGES OR OF THE PARTY FROM WHOM DAMAGES ARE SOUGHT.

8. COMPLIANCE WITH ALL STATUTES AND ORDINANCES

Lessee shall conform to all laws, rules and regulations now in force or hereafter adopted which relate to and/or have jurisdiction over the use of the Equipment and shall obtain all permits, licenses and consents that may be required thereunder. Further, it is the responsibility of Lessee, as stated above, to warn and protect its employees, customers, business invitees and others from any and all hazards associated with the use of the Equipment and from any and all hazards posed by Lessee's use and/or storage of any products around the Equipment.

9. DEFAULT AND REMEDIES

9.1 Events of Default: Any of the following occurrences shall be an event of default under this Agreement if such event is not cured within thirty (30) days after written notice of default is provided by Lessor to Lessee: (i) breach by Lessee of any term, covenant or condition of this Agreement, (ii) Lessee's failure to pay any money due hereunder; (iii) Lessee's failure to actively carry on business, (iv) Lessee's default under the lease for the Use Location or (v) any breach of the Public Access and Leased Access Management Agreement between Lessor and Lessee dated on or about the date hereof (the "Management Agreement").

9.2 Remedies: Upon the happening of an event of default, Lessor may, without further notice or demand on Lessee: (i) repossess the Equipment without court order or legal process; (ii) declare the entire amount of monthly rent accrued and to accrue over the un-expired portion of the Rental Term immediately due and payable; (iii) terminate the Agreement; (iv) bring legal action to recover the Equipment or the proceeds thereof; and/or (v) pursue any other remedy Lessor may have in law or in equity. All remedies are cumulative and may be exercised concurrently or separately. In any litigation, Lessor shall be entitled to recover attorney's fees and other costs incurred in addition to any other relief sought.

10. RETURN OF EQUIPMENT

Except as otherwise provided herein, upon any expiration or termination of this Agreement, Lessee shall make the equipment available to Lessor for removal in accordance with the terms hereof. Returned Equipment shall be in good repair, condition and working order. If Lessee fails to expeditiously make the Equipment available to Lessor upon termination of this Agreement, Lessor may, repossess the Equipment. Lessee agrees to reimburse Lessor for reasonable attorneys' fees and costs incurred to obtain possession of the Equipment if Lessee does not comply with this Section 10.

11. ENTIRE AGREEMENT

This Agreement and the Management Agreement constitute the entire agreement between the parties and supersedes any other or previously existing agreement, discussion, proposal, description, assurance, warranty representation or commitment by or between the parties covering the lease of the Equipment, or the use, performance, or condition or any related aspect thereof. No modification or waiver of this Agreement shall bind Lessor or Lessee unless it is in writing and is signed and accepted by authorized representatives of Lessor and Lessee.

12. NO IMPLIED WAIVERS

The failure of either party at any time to require performance by the other of any provision hereof shall in no way affect the full right to require performance at any time thereafter, nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.

13. GOVERNING LAW AND SEVERABILITY

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware and the parties hereby submit to the jurisdiction of the courts of the State of Delaware. If any part of this Agreement is held invalid or unenforceable in any jurisdiction, such part shall, as to that jurisdiction, be severed without affecting in any way the balance of this Agreement, which shall continue in full force and effect. The prohibition or unenforceability of any provision in any jurisdiction shall not invalidate the provision or render it unenforceable in any other jurisdiction.

14. ASSIGNMENT

This Agreement shall inure to the benefit of, and shall be binding upon, the parties and their respective transferees, successors and assigns, including any corporation with which either party may merge or consolidate or which either party may transfer all or a material amount of its assets relating to the Equipment. Lessee shall secure from any such asset transferee of Lessee the transferee's written assumption of this Agreement.

15. NOTICES

Any notice given under or in accordance with this Agreement shall be delivered by courier or sent by certified mail to the party in question at the business address first hereinabove mentioned or such other address as the receiving party may specify by notice hereunder. The date of mailing shall be deemed to be the date such notice was given.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year set forth below.

LESSEE: DETV Foundation, Inc.

LESSOR: City of Wilmington

BY: _____

NAME:

TITLE:

DATE:

BY: _____

NAME:

TITLE:

DATE:

DRAFT

EXHIBIT "A" TO EQUIPMENT LEASE AGREEMENT

List of Equipment

DRAFT

EXHIBIT "F"

LEASED ACCESS GUIDELINES

[see attached]

LEASED ACCESS GUIDELINES

There are several different vehicles by which a third party can obtain carriage on a cable system – must carry, retransmission consent agreements, affiliation agreements and leased access. The Cable Act requires cable operators to provide a certain percentage of a cable system's capacity to requesting third parties to lease access to the cable system. The leased access provisions, found in Section 612 of the Cable Act, 47 U.S.C. 532, and codified in the Federal Communications Commission's ("FCC") regulations at 47 C.F.R. §§ 76.970-76.977, were intended to "divorce cable operator control over a limited number of channels" so as to "promote competition in the delivery of diverse sources of video programming and to assure that the widest possible diversity of information sources are made available to the public, Section 612(a). The goal of programming diversity must be consistent with the growth and development of the cable system and should not adversely impact the "operation, financial condition, or market development of the cable system", Section 612(c)(1). As such, Comcast's leased access offering is overseen by the FCC and governed by the above-referenced regulations. With this in mind, these Guidelines address Comcast's process and procedures related to its leased access offering and are intended to impart an understanding of how leased access is regulated. Should you have questions not addressed by the Guidelines please contact Comcast's Corporate Legal Department.

Responding to Leased Access Requests:

What constitutes a valid leased access request? A valid leased access request must be in writing (electronic mail is acceptable) and must specify the date upon which it was sent to you.

How quickly must I respond to a commercial leased access request? You must respond to a leased access request within 15 calendar days of the date upon which the request was made.

What information must I include in my response to a commercial leased access request?

You must include the following information in response to a leased access request:

- A schedule of the system's full-time and part-time leased access rates;
- Rates associated with technical and studio costs, as applicable;
- Channel Lease Application (Note: Comcast requests, but cannot require as a prerequisite for carriage, that a CLA User provide the information sought in the Application – See Exhibit B).
- The Comcast standard form Channel Lease Agreement (see Exhibit A)

What form of agreement should I use for leased access contracts?

The Comcast standard form Channel Lease Agreement is attached as Exhibit A. You should always offer the standard form Channel Lease Agreement to leased access programmers, and you should not agree to a leased access programmer's form of agreement. You will need to modify the Comcast standard form Channel Lease Agreement to reflect the specific parties' names, the agreed-upon term, the scheduling parameters, and the applicable rates. If a programmer wants to change any material terms set forth in the standard form Channel Lease Agreement, please contact the Comcast Corporate Legal Department to discuss the proposed changes.

Are there minimum or maximum lengths of term for a leased access agreement?

A leased access agreement may be for a one-time program, or it may be for full-time programming. While a system may not unreasonably limit the length of a leased access agreement – Comcast typically agrees to one-year terms with the understanding that a new Agreement would be available at the end of the first year. One year term limits allows Comcast to ensure that annual rate adjustments, based on the regulated formula discussed below, are provided to the CLA User through yearly contract negotiation. Please contact the Corporate Legal Department in the event that a programmer will not agree to a term of one-year or less.

Rate Calculations:

How are leased access rates calculated?

The FCC's rules establish the maximum permitted rate that a cable operator can charge a leased access user. This rate, called the average implicit fee, represents the value of channel time after average programming costs are paid, 47 C.F.R. §76.970. While the calculation has some complexity and includes other parameters such as license fees and copyright costs, in essence a cable operator arrives at its rate by subtracting programming costs from subscriber revenue. These rates must be recalculated annually. The Regulatory Accounting Department determines the leased access rates or Maximum Permitted Rate ("MPR") for Comcast's cable systems. As required, these rates are revised annually – generally in June.

Please note that pursuant to the FCC rules cable operators may negotiate a rate that is lower than the MPR. For part-time rates, you may prorate the daily rate evenly throughout the day, or you may develop a schedule where rates vary depending on daypart (as long as the total of the rates for all dayparts does not exceed the maximum daily rate).

If a programmer desires to make its programming available on an *a la carte* basis, please contact the Cable Legal Department for assistance in determining the appropriate rate calculation formula.

Channel Placement and Time:

Is there a minimum length of time for leased access programming purchases?

Yes. You may require a part-time leased access programmer to purchase leased access capacity for at least one-half hour's duration.

What should I do if a part-time leased access programmer wants the same time slot used by another leased access programmer on my system's designated leased access channel?

If you place part-time leased access programming on one dedicated channel, and a leased access programmer seeks a time slot already occupied on that channel by another leased access programmer, then you must make available a comparable time slot. A comparable time slot is determined based upon audience share, the day of the week, and the time of day. For instance, if Monday and Wednesday from 7 to 9 pm already is used by one leased access programmer, a comparable time slot may be Monday and Wednesday from 9 to 11, or Tuesday and Thursday from 8 to 10 pm. However, this is not a hard and fixed rule, and you should be prepared to offer as many comparable time slots as possible to accommodate the leased access programmer's request.

Comcast's Indecency Policy:

Do I have a right to decline a leased access programming request if I do not approve of the content of the programming?

You may only exercise editorial control over the programming in two limited situations. You may not exercise editorial discretion over the content of leased access programming unless you reasonably believe that such programming is obscene or indecent (which means it must describe or depict sexual or excretory activities or organs in a patently offensive manner as measured by contemporary community standards). Programming will be found to be obscene where: (i) an average person, applying contemporary community standards, must find that the material, as a whole, appeals to the prurient interest; (ii) the material must depict or describe, in a patently offensive way, sexual conduct specifically defined by applicable law; and (iii) the material, taken as a whole, must lack serious literary, artistic, political or scientific value. Programming will be found to be indecent where (i) it describes or depicts sexual or excretory activities or organs, and (ii) is *patently offensive* as measured by contemporary community standards for the broadcast/cablecast medium.

These are reasonably high standards. A cable system may *never* cablecast obscene material. As to indecent content, it is Comcast's general policy to refuse carriage of indecent programming on commercial leased access channels – see Exhibit C attached for Comcast's official Indecency Policy.

Exhibit D to the Comcast standard form Channel Lease Agreement contains a certification for the programmer to complete concerning the obscene and/or indecent content of the proposed leased access

programming. Please ensure that Exhibit D is acknowledged and executed in addition to the Channel Lease Agreement.

Content Delivery and Technical Rules:

Can I require a leased access programmer to use a particular technology to deliver its programming?

No. It is the leased access programmer's responsibility to deliver the programming to the system's headend, but the leased access programmer may decide on the means of delivery (such as microwave, satellite, fiber, DVDs, and so forth). A programmer may elect to provide live or taped programming. A programmer also may offer its programming on a Pay-Per-View ("PPV") basis, provided that the programmer undertakes responsibility for the equipment necessary to manage the PPV activities.

What should I do if I do not have equipment capable of receiving and/or distributing leased access programming?

You do not have to absorb the costs of receiving or distributing leased access programming if you do not have the necessary equipment at the system. If you need additional equipment to accommodate receipt or distribution of leased access programming – and you do not already provide the same equipment to non-leased access programmers – then you may require the leased access programmer, at its choice, to furnish the equipment to you, lease (at a reasonable rate) the equipment purchased by you, or reimburse you for the equipment (in which case the programmer then would own it).

Do I have to provide technical support for leased access programmers, and if so, what does technical support entail?

Yes, you must provide a leased access programmer with the minimal technical support necessary – and you may not unreasonably refuse to cooperate with a leased access programmer – so that it can cablecast its programming. This means that you may be required to staff a headend to insert a tape, or turn a microwave dish so that it can receive a programmer's signal. However, you may require a programmer to reimburse you for the reasonable cost of any such technical support. Remember, however, that you may not charge a leased access programmer a fee for services that you provide to other programmers for free. So, for example, if you do not charge a programmer to receive its programming via an earth station, then you may not charge a leased access programmer to receive programming via satellite either. You may not, however, be required to pay for new equipment that you do not already own in order to receive the leased access programming. There is one exception to the general rule of not charging a leased access programmer for services that you do not charge a third party programmer. If you permit a leased access programmer to use studio or other technical equipment that may be used by PEG access programmers, you may seek reimbursement for use of such studio or equipment from the leased access user.

Insurance:

What amount of insurance limits should be required of leased access programmers?

As a general rule, a leased access programmer should carry:

- Workers Compensation with limits required by statute and Employer's Liability with limits of \$100k each accident/\$300k policy limit/\$100k each employee -- **ONLY REQUIRED IF LEASED ACCESS USER IS USING COMCAST FACILITIES - OTHERWISE PROVISION MAY BE DELETED.**
- Commercial General Liability with limits of \$1m per occurrence and \$2m aggregate
- Media Perils Liability (a.k.a. Broadcaster's Liability or Media Errors and Omissions) with limits of \$1m per occurrence and \$2m aggregate

The General Liability and Media Perils Liability policies shall:

- Name Comcast as Additional Insured
- Waive subrogation in favor of Comcast
- Be written on an occurrence basis

Contract Language -- Insurance:

(i) A policy (or policies) of Workers' Compensation insurance covering Lessee's employees in accordance with statutory requirements of the state in which the System is located. Each such policy shall be on a form approved for use in such state, and shall provide, at a minimum, statutory Workers' Compensation coverage, and Employer's Liability at limits of not less than \$100,000 each accident for Bodily Injury by Accident, \$300,000 policy limit for Bodily Injury by Disease, and \$100,000 each employee for Bodily Injury by Disease.

(ii) If Lessee shall conduct any program production on Lessor's premises as indicated in Exhibit A, Commercial General Liability Insurance on current standard forms as promulgated by the Insurance Services Office ("ISO") that covers at least Premises and Operations, Products and Completed Operations, Blanket Contractual Liability for both Oral and Written Contracts and Broad Form Property Damage. The limits of liability for such insurance shall be no less than \$1,000,000 per Occurrence for Bodily Injury and Property Damage, all as defined in the ISO form, and no less than \$1,000,000 per Occurrence and \$2,000,000 in the aggregate for Products-Completed Operations, and \$2,000,000 policy General Aggregate.

(iii) Media Perils Liability Insurance (Broadcasters' Liability/Errors and Omissions) to cover Lessee's media activities as described in this Agreement, including but not limited to, production of programming and all programming cablecast under the terms of this Agreement (including but not limited to original programming, marketing activities, sales promotions, and other activities). Such insurance shall cover, at a minimum, the "offenses" of defamation of character or reputation; invasion of privacy; infringement of trademark, title, slogan, trade name or service mark; and infringement of copyright or misappropriation of ideas. The limit of liability for such insurance shall be no less than \$1,000,000 per occurrence and \$2,000,000 aggregate

What should I do if a programmer refuses to obtain the required insurance coverage?

A system may require a leased access programmer to obtain reasonable insurance coverage, which can include both general liability insurance and "errors and omissions" insurance depending on whether the leased access lessee is producing programming on the system's premises. Errors and omissions insurance protects a programmer against claims that may arise out of errors and omissions in statements, portrayals, or other content produced by the programmer that gives rise to defamation, slander, copyright and other intellectual property infringement, and right of privacy claims (to name a few). If a leased access programmer does not carry insurance to protect against "errors and omissions," and a lawsuit ensues seeking damages beyond the amount that the leased access programmer is capable of paying, a plaintiff may try to collect damages against Comcast as the distributor of the leased access programming. As such, to protect Comcast from liability associated with all aspects of the leased access programmer's activities, including potential errors and/or omissions, Comcast must insist on reasonable insurance requirements, part of which is "errors and omissions" insurance. Alternatively, the leased access user may obtain an error and omissions rider as a supplement to its general liability policy if it qualifies as a "non-media" leased access user.

ATTACHMENT E

SAMPLE OUTLINE OF POTENTIAL REVENUE

ATTACHMENT F

SAMPLE DISPUTE & APPEALS PROCESS FOR THIRD PARTY OPERATOR

DECIDING ENTITY

The Wilmington Cable, Video and Telecommunications Commission (hereinafter “Commission”) shall be the entity to:

- Hear and resolve all conflicts and disputes that may arise between the Third Party Operator hereinafter (“TPO”) and leased access clients or between the TPO and the community (or others).
- The Commission shall have the authority to promulgate rules and regulations regarding hearing and resolving all conflicts and disputes.

PETITIONS

Petitions to hear and resolve any conflicts and disputes shall be duly submitted to the Commission as follows:

- Within 30 calendar days of the occurrence constituting the conflict and/ or dispute.
- On a form provided by the Commission.
- The Petition must be completed and submitted via e-mail, hand delivery or U.S. mail. If mailed it must be received on or before the 30th calendar day of the occurrence constituting the conflict and/or dispute.
- Petitions shall be decided by the Commission after a hearing, unless the matter is settled, or the parties otherwise agree in writing that a hearing is not necessary.

DECISIONS FINAL

All decisions of the Commission are final and binding, and shall not be subject to any administrative appeal or further review of any kind. All such decisions shall be in writing and duly recorded in a permanent record. A request for reconsideration by the Commission may be made, provided that such request is duly submitted on the form provided by the Commission.

This submission shall be by email, hand delivery or US mail within ten (10) calendar days of the written decision.

ATTACHMENT G

SAMPLE PROGRAMMING SCHEDULE

DETV Broadcast Schedule - Week 3

Time	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
16:00:00	From the Heart	Filler	From the Heart	Filler	From the Heart	Filler	Reuben's Indian Kitchen
16:30:00		Filler		Filler		Filler	Reuben's Indian Kitchen
17:00:00	The Source - Rev. Chris Curry	The Source - Rev. Chris Curry	The Source - Rev. Chris Curry	The Source - Rev. Chris Curry	The Source - Rev. Chris Curry	The Source - Rev. Chris Curry	Filler
17:30:00							Filler
18:00:00	Herman Holloway LIVE	Community Crossfire	Herman Holloway LIVE	Community Crossfire	Herman Holloway LIVE	Community Crossfire	Community Crossfire
18:30:00							
19:00:00	DETV News	BETHEL EVANGELISTIC MINISTRY	BETHEL EVANGELISTIC MINISTRY	BETHEL EVANGELISTIC MINISTRY	BETHEL EVANGELISTIC MINISTRY	BETHEL EVANGELISTIC MINISTRY	Spiritual Revival Hour
19:30:00		Filler	DETV News	DETV News	DETV News	Filler	
20:00:00	Congo Hour	The Agenda	The Agenda	The Agenda	The Agenda	The Agenda	BETHEL EVANGELISTIC MINISTRY
20:30:00		The Agenda	The Agenda	The Agenda	The Agenda	The Agenda	
21:00:00	Community Crossfire	Good Morning Wilmington	Good Morning Wilmington	Good Morning Wilmington	Good Morning Wilmington	Good Morning Wilmington	Good Morning Wilmington
21:30:00							
22:00:00	Democracy NOW!	Democracy NOW!	Democracy NOW!	Democracy NOW!	Democracy NOW!	Democracy NOW!	College Knowledge
22:30:00							
23:00:00	PAID PROGRAMMING	PAID PROGRAMMING	PAID PROGRAMMING	PAID PROGRAMMING	PAID PROGRAMMING	PAID PROGRAMMING	Democracy NOW!
23:30:00	PAID PROGRAMMING	PAID PROGRAMMING	PAID PROGRAMMING	PAID PROGRAMMING	PAID PROGRAMMING	PAID PROGRAMMING	

DETV Broadcast Schedule - Week 3

Time	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
08:00:00	Ezion Fair Church - Rev. Chris Curry	Homeschooled	Homeschooled	Homeschooled	Homeschooled	Homeschooled	Good Morning Wilmington
08:30:00		BETHEL EVANGELISTIC MINISTRY	BETHEL EVANGELISTIC MINISTRY	BETHEL EVANGELISTIC MINISTRY	BETHEL EVANGELISTIC MINISTRY	BETHEL EVANGELISTIC MINISTRY	
09:00:00	Spiritual Revival Hour - Rev. Twin B. Brown	College Knowledge	College Knowledge	College Knowledge	College Knowledge	College Knowledge	Good Morning Wilmington
09:30:00							
10:00:00	Bethel AME Church	Good Morning Wilmington	Good Morning Wilmington	Good Morning Wilmington	Good Morning Wilmington	Good Morning Wilmington	Good Morning Wilmington
10:30:00							
11:00:00	Ezion Fair Church - Rev. Chris Curry	The Chef Dana Cooking Show	Health & Self w/ Ashley Thayer	Reuben's indian Kitchen	The Chef Dana Cooking Show	The Chef Dana Cooking Show	Good Morning Wilmington
11:30:00		The Chef Dana Cooking Show	Health & Self w/ Ashley Thayer	Reuben's Indian Kitchen			
12:00:00	Filler	DETV Classics TV Shows	DETV Classics TV Shows	DETV Classics TV Shows	DETV Classics TV Shows	DETV Classics TV Shows	DETV Classic Movies
12:30:00	Filler						
13:00:00	Filler						
13:30:00	Filler						
14:00:00	Filler						
14:30:00	Filler						
15:00:00	Filler	Filler	Hola Delaware	Filler	Hola Delaware	Filler	Health & Self w/ Ashley Thayer
15:30:00	Filler	Filler	Hola Delaware	Filler	Hola Delaware	Filler	Health & Self w/ Ashley Thayer

DETV Broadcast Schedule - Week 1

Time	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
00:00:00							
00:30:00							
01:00:00							
01:30:00							
02:00:00							
02:30:00							
03:00:00							
03:30:00							
04:00:00							
04:30:00							
05:00:00							
05:30:00							
06:00:00							
06:30:00							
07:00:00							
07:30:00							

DETV Broadcast Schedule - Week 1

Time	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
08:00:00	Ezion Fair Church -						
08:30:00	Rev. Chris Curry	BETHEL EVANGELISTIC MINISTRY	BETHEL EVANGELISTIC MINISTRY	BETHEL EVANGELISTIC MINISTRY	BETHEL EVANGELISTIC MINISTRY	BETHEL EVANGELISTIC MINISTRY	
09:00:00	Spiritual Revival Hour - Rev. Twin B. Brown						
09:30:00							
10:00:00							
10:30:00							
11:00:00							
11:30:00							
12:00:00							
12:30:00							
13:00:00							
13:30:00							
14:00:00	Agape Time Ministries - Pastor Tommie Mae Byers						
14:30:00							
15:00:00							
15:30:00	Kathleen McGuinness Del. State Auditor						

DETV Broadcast Schedule - Week 1

Time	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
16:00:00	From the Heart Ministries Marna Richardson						
16:30:00							
17:00:00							
17:30:00							
18:00:00							
18:30:00							
19:00:00		BETHEL EVANGELISTIC MINISTRY	BETHEL EVANGELISTIC MINISTRY	BETHEL EVANGELISTIC MINISTRY	BETHEL EVANGELISTIC MINISTRY	BETHEL EVANGELISTIC MINISTRY	
19:30:00			Youth in Sports - Wilm U.				
20:00:00						DE LAW	BETHEL EVANGELISTIC MINISTRY
20:30:00							
21:00:00	Norman Oliver					The Windy Sky Show - Dwendolyn Creecy	
21:30:00		DE LAW		DE LAW			DE LAW
22:00:00							Delaware Park
22:30:00							
23:00:00	Delaware Park	Delaware Park	Delaware Park	Delaware Park	Delaware Park	Delaware Park	Delaware Park
23:30:00							

DETV Broadcast Schedule - Week 2

Time	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
00:00:00							
00:30:00							
01:00:00							
01:30:00							
02:00:00							
02:30:00							
03:00:00							
03:30:00							
04:00:00							
04:30:00							
05:00:00							
05:30:00							
06:00:00							
06:30:00							
07:00:00							
07:30:00							

DETV Broadcast Schedule - Week 2

Time	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
08:00:00	Ezion Fair Church - Rev. Chris Curry						
08:30:00		BETHEL EVANGELISTIC MINISTRY	BETHEL EVANGELISTIC MINISTRY	BETHEL EVANGELISTIC MINISTRY	BETHEL EVANGELISTIC MINISTRY	BETHEL EVANGELISTIC MINISTRY	
09:00:00							
09:30:00	Spiritual Revival Hour - Rev. Twin B. Brown						
10:00:00							
10:30:00							
11:00:00							
11:30:00							
12:00:00							
12:30:00							
13:00:00							
13:30:00							
14:00:00							
14:30:00							
15:00:00							
15:30:00	Soul Food and Living Water Ministries - Elder Wilma Ford						

DETV Broadcast Schedule - Week 2

Time	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
16:00:00	From the Heart Ministries Marva Richardson						
16:30:00							
17:00:00							
17:30:00							
18:00:00							
18:30:00							
19:00:00		BETHEL EVANGELISTIC MINISTRY	BETHEL EVANGELISTIC MINISTRY	BETHEL EVANGELISTIC MINISTRY	BETHEL EVANGELISTIC MINISTRY	BETHEL EVANGELISTIC MINISTRY	
19:30:00			Youth in Sports - Wilm U.				
20:00:00						DE LAW	BETHEL EVANGELISTIC MINISTRY
20:30:00							
21:00:00	Norman Oliver						
21:30:00		DE LAW		DE LAW			DE LAW
22:00:00							Delaware Park
22:30:00							
23:00:00	Delaware Park	Delaware Park	Delaware Park	Delaware Park	Delaware Park	Delaware Park	Delaware Park
23:30:00							

DETV Broadcast Schedule - Week 3

Time	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
00:00:00							
00:30:00							
01:00:00							
01:30:00							
02:00:00							
02:30:00							
03:00:00							
03:30:00							
04:00:00							
04:30:00							
05:00:00							
05:30:00							
06:00:00							
06:30:00							
07:00:00							
07:30:00							

DETV Broadcast Schedule - Week 3

Time	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
08:00:00	Ezion Fair Church -						
08:30:00	Rev. Chris Curry	BETHEL EVANGELISTIC MINISTRY	BETHEL EVANGELISTIC MINISTRY	BETHEL EVANGELISTIC MINISTRY	BETHEL EVANGELISTIC MINISTRY	BETHEL EVANGELISTIC MINISTRY	
09:00:00							
09:30:00	Spiritual Revival Hour - Rev. Twin B. Brown						
10:00:00							
10:30:00							
11:00:00							
11:30:00							
12:00:00							
12:30:00							
13:00:00							
13:30:00							
14:00:00							
14:30:00							
15:00:00							
15:30:00							

DETV Broadcast Schedule - Week 3

Time	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
16:00:00							
16:30:00							
17:00:00							
17:30:00							
18:00:00							
18:30:00							
19:00:00		BETHEL EVANGELISTIC MINISTRY	BETHEL EVANGELISTIC MINISTRY	BETHEL EVANGELISTIC MINISTRY	BETHEL EVANGELISTIC MINISTRY	BETHEL EVANGELISTIC MINISTRY	
19:30:00			Youth in Sports - Wilm U.				
20:00:00						DE LAW	BETHEL EVANGELISTIC MINISTRY
20:30:00							
21:00:00							
21:30:00	Norman Oliver	DE LAW		DE LAW			DE LAW
22:00:00							Delaware Park
22:30:00							
23:00:00	Delaware Park	Delaware Park	Delaware Park	Delaware Park	Delaware Park	Delaware Park	Delaware Park
23:30:00							

DETV Broadcast Schedule - Week 4

Time	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
00:00:00							
00:30:00							
01:00:00							
01:30:00							
02:00:00							
02:30:00							
03:00:00							
03:30:00							
04:00:00							
04:30:00							
05:00:00							
05:30:00							
06:00:00							
06:30:00							
07:00:00							
07:30:00							

DETV Broadcast Schedule - Week 4

08:00:00	Ezion Fair Church -						
08:30:00	Rev. Chris Curry	BETHEL EVANGELISTIC MINISTRY	BETHEL EVANGELISTIC MINISTRY	BETHEL EVANGELISTIC MINISTRY	BETHEL EVANGELISTIC MINISTRY	BETHEL EVANGELISTIC MINISTRY	
09:00:00	Spiritual Revival Hour - Rev. Twin B. Brown						
09:30:00							
10:00:00							
10:30:00							
11:00:00							
11:30:00							
12:00:00							
12:30:00							
13:00:00							
13:30:00							
14:00:00							
14:30:00							
15:00:00							
15:30:00							
16:00:00							

DETV Broadcast Schedule - Week 4

16:30:00								
17:00:00								
17:30:00								
18:00:00								
18:30:00								
19:00:00		BETHEL EVANGELISTIC MINISTRY	BETHEL EVANGELISTIC MINISTRY	BETHEL EVANGELISTIC MINISTRY	BETHEL EVANGELISTIC MINISTRY	BETHEL EVANGELISTIC MINISTRY		
19:30:00								
20:00:00			Youth in Sports - Wilim U.					
20:30:00								
21:00:00								
21:30:00	Norman Oliver							
21:30:00		DE LAW						
22:00:00								
22:30:00								
23:00:00	Delaware Park	Delaware Park	Delaware Park	Delaware Park	Delaware Park	Delaware Park	Delaware Park	Delaware Park
23:30:00								

DETV Broadcast Schedule - Week 5 (If Necessary)

Time	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
00:00:00							
00:30:00							
01:00:00							
01:30:00							
02:00:00							
02:30:00							
03:00:00							
03:30:00							
04:00:00							
04:30:00							
05:00:00							
05:30:00							
06:00:00							
06:30:00							
07:00:00							
07:30:00							

DETV Broadcast Schedule - Week 5 (If Necessary)

08:00:00	Ezion Fair Church -						
08:30:00	Rev. Chris Curry	BETHEL EVANGELISTIC MINISTRY	BETHEL EVANGELISTIC MINISTRY	BETHEL EVANGELISTIC MINISTRY	BETHEL EVANGELISTIC MINISTRY	BETHEL EVANGELISTIC MINISTRY	
09:00:00	Spiritual Revival Hour - Rev. Twin B. Brown						
09:30:00							
10:00:00							
10:30:00							
11:00:00							
11:30:00							
12:00:00							
12:30:00							
13:00:00							
13:30:00							
14:00:00							
14:30:00							
15:00:00							
15:30:00							
16:00:00							

DETV Broadcast Schedule - Week 5 (If Necessary)

16:30:00								
17:00:00								
17:30:00								
18:00:00								
18:30:00								
19:00:00		BETHEL EVANGELISTIC MINISTRY	BETHEL EVANGELISTIC MINISTRY	BETHEL EVANGELISTIC MINISTRY	BETHEL EVANGELISTIC MINISTRY	BETHEL EVANGELISTIC MINISTRY		
19:30:00			Youth in Sports - Wilm U.					
20:00:00						DE LAW	BETHEL EVANGELISTIC MINISTRY	
20:30:00								
21:00:00								
21:30:00	Norman Oliver	DE LAW		DE LAW			DE LAW	
22:00:00							DE LAW	
22:30:00								
23:00:00	Delaware Park	Delaware Park	Delaware Park	Delaware Park	Delaware Park	Delaware Park	Delaware Park	Delaware Park
23:30:00								