

SECTION II
EXHIBIT 5

Agreements for Sale of Station

Attached hereto are copies of the following agreements between the parties to the instant application:

- Option Agreement, dated April 20, 2017
- Limited Local Marketing Agreement, dated April 20, 2017
- Shared Services Agreement, dated April 20, 2017
- Channel Sharing Agreement, dated April 20, 2017
- Advertising Representation Agreement, dated April 20, 2017

Upon approval of the instant application, the Assignor intends to provide an Exercise Notice and consummate the Option Closing in accordance with the terms of the Option Agreement.

Certain exhibits and schedules to the Option Agreement are not included in the instant application as they are not germane to the FCC's public interest evaluation of the application. See LUJ, Inc. and Long Nine, Inc., *Memorandum Opinion and Order*, 17 FCC Rcd 16980 (2002). The excluded materials will be made available to the Commission upon request.

Following is a complete list of the excluded exhibits and schedules to the Option Agreement:

- Exhibit A (Form of Assignment)
- Exhibit B (Form of Assignment and Assumption of FCC Licenses)
- Exhibit C (Form of Assignment and Assumption of Intangible Property)
- Exhibit D (Form of Bill of Sale)
- Schedule 1(d) (Excluded Contracts)
- Schedule 6(g) (Intangible Property)
- Schedule 6(n) (Retransmission Consents and MVPDs)

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OPTION AGREEMENT

THIS OPTION AGREEMENT (this “*Agreement*”) is made and entered into as of April 20, 2017 (the “*Effective Date*”), by and between Hearst Properties Inc., a Delaware corporation (together with its successors and permitted assigns, “*Option Holder*”) and Greensboro TV, LLC, a Virginia limited liability company (together with its successors and permitted assigns, “*Grantor*”).

RECITALS

WHEREAS, Grantor is the FCC licensee of television station WCWG(TV), Lexington, North Carolina (Facility ID 35385) (the “*Station*”) and the owner of other assets used or useful in the operation of the Station;

WHEREAS, Grantor and Option Holder are parties to a Shared Services Agreement (the “*SSA*”), a Channel Sharing Agreement (the “*CSA*”), a Limited Local Marketing Agreement (the “*LLMA*”), and an Advertising Representation Agreement (the “*ARA*”), each as of the date hereof and as amended in accordance therewith from time to time; and

WHEREAS, Grantor desires to grant Option Holder, and Option Holder desires to acquire from Grantor, an option to purchase, at Option Holder’s election, all of the Grantor’s assets relating to the Station on the terms and conditions set forth herein;

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

1. ***Option Grant.*** Grantor hereby gives, grants, transfers and conveys to Option Holder, and its successors and assigns, the sole and exclusive right, privilege and option to purchase (the “*Option*”), on the terms and conditions hereinafter set forth, all of the assets, properties and rights of every nature, kind and description, whether tangible or intangible, real, personal or mixed, accrued or contingent (including goodwill), wherever located and whether now-existing or hereafter acquired prior to the Option Closing Date, related to, used or held for use in connection with the Station, as described below (and collectively referred to as the “*Station Assets*”) (the consummation of which purchase, following exercise in accordance with the terms and conditions hereof, is hereinafter referred to as the “*Option Closing*”):

(a) All of the licenses, construction permits and other authorizations issued by the FCC for the operation of the Station, including any renewals, extensions or modifications thereof and additions thereto between the date hereof and the Option Closing (collectively, the “*FCC Licenses*”);

(b) All other licenses, permits, construction permits, approvals, concessions, franchises, certificates, consents, qualifications, registrations, privileges and other authorizations and other rights, from any governmental authority to Grantor used in connection with the Station, including any renewals, extensions or modifications thereof and additions thereto between the Effective Date and the Option Closing (collectively, the “*Permits*”);

(c) All of the intangible personal property, including but not limited to all intellectual property and the Station call sign, owned by Grantor relating to or used in connection with the operation of the Station as of the Effective Date or thereafter acquired by Grantor and used or useful in the operation of the Station (collectively, the “**Intangible Property**”);

(d) Except for the contracts listed on Schedule 1(d) (the “**Excluded Contracts**”), all of the contracts and other agreements relating to the ownership and operation of the Station, specifically including, but not limited to, any network affiliation agreements and syndicated programming agreements (collectively, the “**Station Contracts**”);

(e) All receivables (including accounts receivable, loans receivable and advances) arising from or related to the Station, excluding receivables attributable to amounts earned prior to the Implementation Date (as defined in the CSA);

(f) All credits, cash reserves, prepaid expenses, advance payments, security deposits, escrows and other prepaid items of Grantor arising from or related to the Station, excluding refunds of such amounts attributable to periods prior to the Implementation Date;

(g) All books, records, ledgers, files, literature, or other similar information of the Grantor that relate primarily to the Station (in any form or medium), including all logs, programming information and studies, proprietary information, schematics, technical information and engineering data, news and advertising studies or consulting reports and sales correspondence, client lists, vendor lists, correspondence, mailing lists, revenue records, invoices, advertising materials, brochures, records of operation, standard forms of documents, manuals of operations or business procedures, photographs, research files and materials, data books, the FCC required logs, files, and records, including the Station’s complete public inspection files (but excluding the organization documents, minute and stock record books and corporate seals of the Grantor);

(h) All of the tangible personal property then in use by Station employees as of the Option Closing Date; and

(i) All goodwill and going concern value and other intangible assets, if any, arising from or related to the Station.

2. **Consideration for Option.** This Option is granted for the period set forth in Section 3 hereof in return for, among other consideration, the payment by Option Holder to Grantor of an amount equal to Three Million Three Hundred Thousand Dollars (\$3,300,000) (the “**Option Price**”), paid in two installments as follows: (a) One Hundred Thousand Dollars (\$100,000), which shall be due and payable on the Effective Date, and (b) Three Million Two Hundred Thousand Dollars (\$3,200,000), which shall be due and payable upon the earlier of (i) the Implementation Date and (ii) the date of the Exercise Notice.

3. **Option Period.** The Option shall be effective commencing on the Effective Date and ending on the eighth anniversary of the Effective Date (the “**Option Period**”); *provided, however,* that the Option Period shall be extended automatically without any further action by Option Holder or Grantor if the SSA, CSA, and LLMA are then in effect and the Option Period

shall thereafter continue until thirty (30) days after the SSA, CSA, and LLMA are terminated, each in accordance with its terms.

4. ***Exercise of Option; Withdrawal.***

(a) Option Holder may exercise the Option at any time during the Option Period by delivery of written notice thereof (the “***Exercise Notice***”) to Grantor, and Grantor shall be obligated to enter into the transactions to be consummated hereunder at the Option Closing, subject to the provisions of Sections 10 and 11 hereof, and Section 4(d) below.

(b) Option Holder may exercise the Option with respect to all Station Assets or, at Option Holder’s election, with respect to only certain Station Assets, *provided* that the Exercise Notice shall state those Station Assets subject to Option Holder’s exercise. Without limitation, Option Holder may elect to exercise the Option with respect to all Station Assets other than the FCC Licenses, and in such event and in connection with the Option Closing, Grantor shall irrevocably surrender the FCC Licenses to the FCC effective as of the Option Closing Date.

(c) Following delivery of the Exercise Notice, Grantor and the Option Holder shall each use their respective commercially reasonable efforts to take, or cause to be taken, all appropriate action, and to do, or cause to be done, and to assist and cooperate in doing, all things necessary, proper or advisable to consummate the Option Closing, including, without limitation, in connection with (i) the parties’ obligations in Section 27, and (ii) obtaining all necessary consents or approvals required under any Station Contract, including consent of any applicable network to the assignment of the Station’s network affiliation agreement(s) to Option Holder (including in the event Option Holder elects not to exercise the Option with respect to the FCC Licenses).

(d) Option Holder may withdraw any Exercise Notice prior to the Option Closing by written notice to Grantor of such withdrawal. No such withdrawal (and no withdrawal of any subsequent Exercise Notice) will affect Option Holder’s right subsequently to exercise the Option by delivering to Grantor during the Option Period one or more other Exercise Notices.

5. ***Purchase Price and Contemplated Transactions.***

(a) ***Purchase Price.*** At the Option Closing, and pursuant to the terms and subject to the conditions set forth in this Agreement, Option Holder shall pay to Grantor an amount equal to the Cash Purchase Price (as defined on ***Schedule 5(a)*** hereto) by federal wire transfer of same-day funds pursuant to wire instructions delivered to Option Holder by Grantor at least two business days prior to the date on which such Option Closing is to occur (the “***Option Closing Date***”) (or such other method of funds transfer as may be agreed upon by Option Holder and Grantor). Notwithstanding anything in this Agreement to the contrary, Option Holder shall be entitled to offset against the Cash Purchase Price any amount owed by Grantor to Option Holder pursuant to the SSA, the CSA, the LLMA, and ARA.

(b) **Purchase of Station Assets.**

(i) **Transfer of Station Assets.** Grantor shall, at the Option Closing, sell, assign, transfer, convey and deliver to Option Holder all right, title and interest of Grantor in and to the Station Assets free and clear of liens, claims and encumbrances (“**Liens**”), except for Assumed Obligations, liens for taxes not yet due and payable and any other liens expressly identified and agreed to by the parties in writing (collectively, “**Permitted Liens**”).

(ii) **Excluded Assets.** Except for those assets identified in Section 1, the Station Assets shall not include any other assets, properties, interests or rights of any kind or description (the “**Excluded Assets**”). The Excluded Assets include the Excluded Contracts. The Excluded Assets shall remain the property of Grantor.

(iii) **Assumption of Obligations.** In connection with the purchase and sale of the Station Assets, at the Option Closing, Option Holder shall assume the following liabilities and obligations of Grantor related to the Station (the “**Assumed Obligations**”):

(A) all liabilities of the Grantor as holder of the Permits and the FCC Licenses to be performed on or after, or in respect of periods following, the Option Closing Date, including all obligations to make all required FCC filings with respect thereto;

(B) all liabilities of the Grantor under the Station Contracts to be performed on or after, or in respect of periods following, the Option Closing Date; and

(C) all liabilities of the Grantor as owner of the Intangible Property to be performed on or after, or in respect of periods following, the Option Closing Date.

(iv) **Excluded Obligations.** Except for the Assumed Obligations, Option Holder shall not assume or be obligated to pay, perform or otherwise discharge, and will not be deemed by reason of the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby, to have assumed or to have agreed to discharge or perform (and Grantor shall retain, pay, perform or otherwise discharge without recourse to Option Holder): any liabilities, obligations or commitments of Grantor or the Station of any kind, character or description whatsoever, whether direct or indirect, known or unknown, absolute or contingent, matured or unmatured, and currently existing or hereinafter arising (the “**Excluded Liabilities**”), including, without limitation, the following:

(A) all Taxes arising from or with respect to the Station Assets that are incurred in or attributable to any period, or any portion of any period, ending on or prior to the Option Closing Date, including any Prorated Taxes (defined in Section 14) allocable to the portion of the Straddle Period (defined in Section 14) ending on the Option Closing Date in accordance with Section 14, and any Transfer Taxes (as defined in Section 5(b)(vi)) that are allocated to the Grantor under Section 5(b)(vi). For purposes of this Agreement, the term “**Taxes**” means any federal, state, local, or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental (including taxes under Section 59A of the Internal Revenue Code of 1986, as amended), custom duties, capital

stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, whether computed on a separate or consolidated, unitary or combined basis or in any other manner, including any interest, penalty, or addition thereto, whether disputed or not and including any obligation to indemnify or otherwise assume or succeed to the tax liability of any other person;

(B) any liability not expressly assumed by Option Holder pursuant to Section 9 arising in respect of or relating to Station Employees;

(C) any indebtedness for borrowed money or guarantees thereof outstanding as of the Option Closing Date;

(D) any liability arising from or related to any breach, failure to perform, torts related to the performance of, violations of law, infringements or indemnities under, guaranties pursuant to and overcharges or underpayments under, any Station Contract prior to the Option Closing Date;

(E) any liability arising from or related to any compliance or noncompliance on or prior to the Option Closing Date with any law applicable to the Grantor, the Station or the Station Assets;

(F) any liability arising from or related to any action against the Grantor, the Station or the Station Assets pending as of the Option Closing Date or based upon any action, event, circumstance or condition arising as of or prior to the Option Closing Date;

(G) any liability incurred by the Grantor or any person other than the Option Holder arising out of or relating to the negotiation and preparation of this Agreement and any ancillary agreements (including fees and expenses payable to all attorneys and accountants, other professional fees and expenses and bankers', brokers' or finders' fees for persons not engaged by the Option Holder);

(H) any liability or obligation relating to an Excluded Asset, whether arising prior to or after the Option Closing Date; and

(I) any liability, fines, or sanctions imposed by the FCC resulting from the operation of the Station prior to the Option Closing Date.

(v) **Allocation.** The Option Price, the Cash Purchase Price, the Assumed Obligations, and all other adjustments thereto shall be allocated among the Station Assets transferred under this Agreement in a manner consistent with Section 1060 of the Internal Revenue Code of 1986, as amended (the "**Code**"), and Treasury regulations promulgated thereunder, and any similar provision of state or local law (the "**Allocation**"). Within one hundred and twenty (120) calendar days of the Option Closing Date, Option Holder shall prepare the Allocation and submit such Allocation to Grantor for its review and comment. Option Holder shall consider in good faith the comments it receives from Grantor but shall not be bound by such comments. Option Holder and Grantor shall each complete, execute and timely file an IRS Form 8594 (or any

successor form) with the Internal Revenue Service with their respective tax returns for the taxable year that includes the Option Closing Date to comply with applicable asset acquisition reporting requirements of Section 1060 of the Code and the Treasury regulations promulgated thereunder. To the extent Option Holder and Grantor agree to an allocation of the Option Price, the Cash Purchase Price, the Assumed Obligations and all other adjustments thereto among the Station Assets transferred under this Agreement, Option Holder and Grantor agree to report, act and file tax returns (including, without limitation, the Internal Revenue Service Form 8594 or successor form) in all respects and for all purposes consistent with such agreed-upon allocation; neither Option Holder nor Grantor shall take any position (whether in audits, tax returns or otherwise) that is inconsistent with the agreed-upon allocation unless required to do so by applicable law.

(vi) **Transfer Taxes.** Grantor shall pay, when due, all sales and other taxes imposed upon the assignment, conveyance, delivery, sale and transfer of the Station Assets pursuant to this Agreement or otherwise relating to the transactions contemplated by this Agreement, including any such tax payable on the income of, or distributions by Grantor (such taxes, "**Transfer Taxes**").

(c) **Option Closing.** Upon the exercise of the Option, the Option Closing shall take place no later than three (3) business days after the satisfaction or, to the extent permissible by law, the waiver (by the party for whose benefit the closing condition is imposed) of, the conditions specified in Sections 10 and 11 hereof. Alternatively, the Option Closing may take place at such other place, time or date as the parties may mutually agree upon in writing.

6. **Representations and Warranties of Grantor.** Grantor hereby represents and warrants to Option Holder as follows:

(a) Grantor is a limited liability company duly formed, validly existing and in good standing under the laws of the Commonwealth of Virginia.

(b) Grantor has the power and authority and full legal capacity to enter into and to perform its obligations under this Agreement. The execution, delivery and performance of this Agreement by Grantor has been duly authorize, and this Agreement constitutes a valid and binding obligation of Grantor enforceable against Grantor in accordance with its terms, except as may be limited by bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights in general and subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(c) Grantor has good and marketable title to the Station Assets free and clear of all liens other than liens for taxes not yet due and payable and liens that will be discharged at or prior to the Option Closing.

(d) Grantor is the holder of the FCC Licenses and such FCC Licenses are valid and in full force and effect. Grantor has fulfilled and performed it obligations under the FCC Licenses. The Station is being operated in accordance with the FCC Licenses and in compliance in all material respects with the Communications Act and FCC Rules. Grantor has filed all material returns, reports, and statements that Grantor is required to file with the FCC.

(e) There is no action, suit or proceeding pending or, to Grantor's knowledge, threatened in writing against Grantor in respect of the Station seeking to enjoin the transactions contemplated by this Agreement. To Grantor's knowledge, there are no governmental claims or investigations pending or threatened against Grantor in respect of the Station (except those affecting the broadcasting industry generally).

(f) No broker, finder or other person is entitled to a commission, brokerage fee or other similar payment in connection with this Agreement or the transactions contemplated hereby as a result of any agreement or action of Grantor or any other party acting on Grantor's behalf.

(g) Schedule 6(g) contains a true and complete list as of the date of this Agreement of all patents and patent applications, registered and material unregistered trademarks and registered copyrights, in each case, that are included in the Intangible Property, including any pending applications to register any of the foregoing, identifying for each whether it is owned by or exclusively licensed to Grantor. Grantor exclusively owns, free and clear of any and all Liens other than Permitted Liens, all Intangible Property identified on 6(g) and all other Intangible Property, except for Intangible Property that is licensed to Grantor by a third party licensor pursuant to a written license agreement that remains in effect.

(h) To the knowledge of the Grantor, the Station is not infringing, misappropriating or otherwise violating any intellectual property owned by any third party. To the knowledge of the Grantor, no third party is materially misappropriating or infringing any Intangible Property.

(i) There are no actions, suits or proceedings by or before any court or any governmental body which are pending or, to the knowledge of Grantor, threatened regarding or disputing the ownership, registrability or enforceability, or use by the Station, of any Intangible Property, nor to the knowledge of grantor is there a reasonable basis for any claim that it does not so own any of such Intangible Property except for Intangible Property that is licensed to Grantor by a third party licensor pursuant to a written license agreement that remains in effect. Neither Grantor nor any of its affiliates is a party to any outstanding order that restricts, in a manner material to the Station, the use or ownership of any Intangible Property.

(j) Grantor has taken all reasonable steps in accordance with standard industry practices to protect its rights in the Intangible Property and at all times has maintained the confidentiality of all information that constitutes or constituted a trade secret included therein.

(k) Neither Grantor nor, to Grantor's knowledge, any other party, is in material breach or default under any Station Contract. Each Station Contract is in full force and effect and constitutes a legal, valid, and binding obligation of Grantor and, to Grantor's knowledge, of each other party thereto (except to the extent that the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other applicable laws from time to time in effect relating to creditors' rights and remedies generally and general

principles of equity). True and complete copies of each Station Contract, together with all amendments thereto, have heretofore been made available to the Option Holder by the Grantor.

(l) Grantor is in compliance in all material respects with all laws which are applicable to the Station Assets, the Station or the Assumed Obligations. Since December 31, 2013, Grantor has not received any written notice from a governmental body of a material violation of any such laws.

(m) As of the Effective Date and the Option Closing Date (as applicable), Grantor has timely filed or caused to be timely filed all Tax returns which are required to be filed by it or has properly filed for extension of time, and all such returns are true and correct in all material respects; all Taxes owed by Grantor (whether or not shown or required to be shown on any Tax return) have been paid; Grantor has withheld or collected from each payment made to each of its employees, the amount of all Taxes required to be withheld or collected therefrom, and has paid the same to the proper Tax authorities under applicable law; there are no liens on any of the Station Assets that arose in connection with any failure (or alleged failure) to pay any Tax, other than liens for Taxes not yet due and payable or being contested in good faith by appropriate procedures.

(n) Schedule 6(n) contains, as of the date hereof, (i) a list of each retransmission consent Station Contract existing as of the date hereof to which Grantor is a party with any MVPD that has more than five thousand (5,000) paid subscribers in the Market, and (ii) a list of the MVPDs that, to the knowledge of the Grantor, carry the Station and have more than five thousand (5,000) paid subscribers with respect to the Station outside of the Market. Grantor has entered into retransmission consent contracts with respect to each MVPD that has more than five thousand (5,000) paid subscribers in the Market. To the knowledge of Grantor, as of the date of this Agreement, no MVPD is retransmitting the signal of the Station without the authorization of a Grantor. Since December 31, 2013, (x) no MVPD with more than five thousand (5,000) paid subscribers in the Market has provided written notice to the Grantor of any material signal quality issue or has failed to respond to a request for carriage or, to the knowledge of the Grantor, sought any form of relief from carriage of the Station from the FCC and (y) Grantor has not received any written notice from any MVPD with more than one thousand (1,000) paid subscribers in the Market of such MVPD's intention to delete a Station from carriage or to change a Station's channel position. For purposes of this Agreement, the term "**Market**" means, with respect to the Station, the "Designated Market Area," as determined by The Nielsen Company, of the Station; and the term "**MVPD**" means any multi-channel video programming distributor, including cable systems, telephone companies and direct broadcast satellite systems.

(o) Grantor has made available to the Option Holder true and complete copies of the unaudited balance sheets and unaudited statements of operations for the Station for the fiscal years ended as of December 31, 2016 and December 31, 2015 (such financial statements, collectively, the "**Financial Statements**"). The Financial Statements (i) have been derived from the books and records of the Grantor relating to the Station and fairly present, in all material respects, the financial position and results of operations of the Station as of the dates thereof and for the periods indicated therein and (ii) have been prepared in accordance with GAAP applied on a consistent basis through the periods indicated (except as may be indicated in the notes thereto).

7. **Representations and Warranties of Option Holder.** Option Holder hereby represents and warrants to Grantor as follows:

(a) Option Holder is a limited liability company duly formed, validly existing and in good standing under the laws of the State of Delaware.

(b) Option Holder has the power and authority to enter into and perform its obligations under this Agreement. The execution, delivery and performance of this Agreement by Option Holder has been duly authorized and this Agreement constitutes a valid and binding obligation of Option Holder enforceable against it in accordance with its terms, except as may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights in general and subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(c) No broker, finder or other person is entitled to a commission, brokerage fee or other similar payment in connection with this Agreement or the transactions contemplated hereby as a result of any agreement or action of Option Holder or any party acting on Option Holder's behalf.

8. **Covenants of Grantor.** During the Option Period and until the Option Closing, as applicable, unless the Option Holder otherwise agrees in writing, Grantor covenants to:

(a) Maintain insurance on the Station Assets and with respect to the operation of the Station in such amounts and in such nature as in effect on the date hereof;

(b) Operate the Station in all material respects in accordance with the terms of the FCC Licenses, the Communications Act of 1934, as amended (the "**Communications Act**"), the rules and published policies of the FCC ("**FCC Rules**") and all other statutes, ordinances, rules and regulations of governmental authorities;

(c) Refrain from taking any action that would cause the FCC Licenses not to be in full force and effect or to be revoked, suspended, cancelled, rescinded, terminated or expired;

(d) File all material returns, reports, and statements that Grantor is required to file with the FCC;

(e) Preserve and maintain all Station Assets, including the FCC Licenses, Intangible Property, Station Contracts, and goodwill, and conduct the business of the Station, in each case, in the ordinary course of business consistent with past practices;

(f) Not mortgage, pledge, subject to any lien or otherwise encumber (or cause any of the foregoing to occur) any of the Station Assets;

(g) Not sell, lease or otherwise dispose of any of the Station Assets in a manner that is inconsistent with this Agreement, except for properties and assets sold or replaced with others of like kind and value in the ordinary course of business consistent with past practices;

(h) Maintain the Station's MVPD carriage in the Market existing as of the date of this Agreement, and timely make retransmission consent elections (and not elect or default to must carry) with all MVPDs in the Market having five thousand (5,000) or more subscribers; and

(i) Not take, or fail to take, any action or that would cause, or would be likely to cause, any representation or warranty made by Grantor in this Agreement to be untrue or inaccurate at or prior to the Option Closing Date.

The foregoing covenants are subject to performance by Option Holder under the SSA, the CSA, the LLMA and the ARA. Furthermore, to the extent that the obligations of Grantor hereunder would require the incurrence of an Other Expense as defined in the SSA, such obligation or covenant shall be subject to the terms and conditions of the SSA.

9. ***Covenants with Respect to Station Employees.*** The parties covenant and agree that, at the Option Closing, the following actions shall be taken with respect to employees of Grantor who work for the Station as of the date immediately prior to the Option Closing Date (each a "***Station Employee***" and, collectively, the "***Station Employees***"):

(a) Grantor shall, prior to or simultaneously with the Option Closing, but not earlier than the day prior to the Option Closing Date, terminate all Station Employees and shall be responsible for all obligations or liabilities relating to the Station Employees, including, but not limited to compensation, severance and accrued vacation and sick days. As of the Option Closing Date, Option Holder may hire any of the Station Employees on such terms and conditions satisfactory to Option Holder in its sole and absolute discretion.

(b) In accordance with applicable law, Grantor shall, upon the Option Holder's request, transfer to Option Holder that distinct and severable portion of any unemployment insurance account that relates solely to those Station Employees whom Option Holder decides, in the exercise of its discretion, to hire as of the Option Closing Date.

(c) Grantor shall be solely responsible for and shall pay all salaries and all other compensation (including, but not limited to, any deferred or incentive compensation and any severance pay) relating to any Station Employees for services rendered by such Station Employee prior to the Option Closing Date.

(d) Any Station Employees hired by Option Holder shall enter into a new employment relationship with Option Holder subject to terms and conditions established by Option Holder, and Option Holder shall have no liabilities of any kind in connection with any such employees arising from their employment by Grantor; *provided* that Option Holder shall give any Station Employee it elects to hire as of the Option Closing Date credit for time worked for Grantor for purposes of qualifying for benefits that are offered by Option Holder after the Option Closing

Date; *provided further*, that nothing in this Agreement obligates Option Holder to offer any particular benefits.

(e) Option Holder does not assume any obligations or liability under any collective bargaining agreement currently in existence or which may come into existence prior to the Option Closing.

(f) In connection with Grantor's obligation to terminate the Station Employees as set forth in Section 9(a) above, any notification required by any federal, state, or local law governing mass layoffs or terminations, including without limitation the federal Worker Adjustment and Retraining Notification Act of 1988, shall be given by Grantor. Compliance with such laws shall be solely Grantor's responsibility and liability. Grantor shall indemnify, defend, and hold Option Holder harmless from and against all liabilities, claims, and causes of action (including, without limitation, reasonable attorney fees and other legal costs and expenses) arising out of the violation, or alleged violation, of any such laws.

10. ***Grantor Option Closing Conditions.*** Following exercise of the Option pursuant to the terms and subject to the conditions of this Agreement, the obligations of Grantor to consummate the Option Closing are subject to satisfaction or waiver, at or prior to the Option Closing, of each of the following conditions:

(a) ***Representations, Warranties and Covenants.*** The representations and warranties of Option Holder made in this Agreement shall be true and correct in all material respects both when made and as of the Option Closing Date except for changes permitted or contemplated by the terms of this Agreement, and the covenants and agreements to be complied with and performed by Option Holder at or prior to the Option Closing shall have been complied with or performed in all material respects. Grantor shall have received a certificate dated as of the Option Closing Date from Option Holder, executed by an authorized officer of Option Holder, to the effect that the conditions set forth in this Section 10(a) have been satisfied.

(b) ***FCC Consent.*** With respect to any exercise of an Option for the Station Assets, the FCC Consent (as defined in Section 27 below) shall have been obtained and be in effect and no court or governmental order prohibiting the Option Closing shall be in effect.

(c) ***No Prohibitions.*** No injunction, restraining order or decree of any nature of any governmental authority of competent jurisdiction shall be in effect that restrains or prohibits any party from consummating the transactions contemplated by this Agreement.

(d) ***Receipt of Closing Deliveries.*** Grantor shall have received the deliverables set forth in Section 12(b).

11. ***Option Holder Option Closing Conditions.*** Following exercise of the Option pursuant to the terms and subject to the conditions of this Agreement, the obligations of Option Holder to consummate the Option Closing are subject to satisfaction or waiver, at or prior to the Option Closing, of each of the following conditions:

(a) **Representations, Warranties and Covenants.** The representations and warranties of Grantor made in this Agreement shall be true and correct in all material respects both when made and as of the Option Closing Date except for changes permitted or contemplated by the terms of this Agreement, and the covenants and agreements to be complied with and performed by Grantor at or prior to the Option Closing shall have been complied with or performed in all material respects. Option Holder shall have received certificates dated as of the Option Closing Date from Grantor, executed by an authorized officer of Grantor to the effect that the conditions set forth in this Section 11(a) have been satisfied.

(b) **FCC Consent.** With respect to any exercise of an Option for the Station Assets, the FCC Consent shall have been obtained and constitute a Final Order, and no court or governmental order prohibiting the Option Closing shall be in effect. For purposes hereof, "**Final Order**" shall mean an action by the FCC or other regulatory authority having jurisdiction (i) with respect to which action no timely request for stay, motion or petition for reconsideration or rehearing, application or request for review or notice of appeal or other judicial petition for review is pending and (ii) as to which the time for filing any such request, motion, petition, application, appeal or notice and for entry of orders staying, reconsidering or reviewing on the FCC's or such other regulatory authority's own motion has expired.

(c) **No Prohibitions.** No injunction, restraining order or decree of any nature of any governmental authority of competent jurisdiction shall be in effect that restrains or prohibits any party from consummating the transactions contemplated by this Agreement.

(d) **Receipt of Closing Deliveries.** Option Holder shall have received the deliverables set forth in Section 12(a).

(e) **Required Consents.** All consents or approvals that, by the terms of the Station's network affiliation agreement(s) with The CW Network (or any successor network that is the Station's primary network affiliation), are required in order to assign any Station Contract(s) to Option Holder shall have been obtained and shall be in full force and effect; and Grantor shall have used its commercial best efforts to obtain all other consents or approvals that, by the terms of any Station Contract, are required to assign the Station Contracts to Option Holder, and such consents or approvals obtained shall be in full force and effect.

12. **Option Closing Deliveries.**

(a) **Grantor Documents.** At the Option Closing Grantor shall deliver or cause to be delivered to Option Holder:

(i) certified copies of resolutions authorizing the execution, delivery and performance of this Agreement, including the consummation of the transactions contemplated hereby, by Grantor;

(ii) the certificates described in Section 11(a) hereof;

(iii) executed counterparts of the Assignment and Assumption Agreement in the form attached hereto as ***Exhibit A***;

(iv) executed counterparts of the Assignment and Assumption Agreement FCC Licenses in the form attached hereto as ***Exhibit B***;

(v) executed counterparts of the Assignment and Assumption Agreement Intangible Property in the form attached hereto as ***Exhibit C***;

(vi) executed Bill of Sale in the form attached hereto as ***Exhibit D***;

(vii) delivery of any third-party consents or approvals that, by the terms of any Station Contract, are required to assign the Station Contracts to Option Holder;

(viii) such other bills of sale, assignments and other instruments of conveyance, assignment and transfer as may be necessary to convey, transfer and assign to Option Holder the Station Assets, free and clear of Liens, except for Permitted Liens;

(ix) a statement from the North Carolina Department of Revenue (“***NCDOC***”) providing that all sales and use taxes have been paid or that no such taxes are due; and

(x) a Letter of Good Standing from the NCDOC providing that all of Grantor’s tax accounts are in good compliance.

(b) ***Option Holder Documents***. At the Option Closing Option Holder shall deliver or cause to be delivered to Grantor:

(i) the certificate described in Section 10(a) hereof;

(ii) the Cash Purchase Price;

(iii) executed counterparts of the Assignment and Assumption Agreement in the form attached hereto as ***Exhibit A***;

(iv) executed counterparts of the Assignment and Assumption Agreement FCC Licenses in the form attached hereto as ***Exhibit B***;

(v) executed counterparts of the Assignment and Assumption Agreement Intangible Property in the form attached hereto as ***Exhibit C***; and

(vi) such other documents and instruments of assumption as may be necessary to assume the Assumed Obligations.

13. ***Survival; Indemnification.***

(a) ***Survival.*** The representations and warranties in this Agreement shall survive the Option Closing until eighteen (18) months after the Option Closing Date; provided, however, that:

(i) the representations and warranties set forth in Sections 6(a) and 7(a) relating to organization and existence, Sections 6(b) and 7(b) relating to authority, Section 6(c) relating to the Station Assets and Sections 6(f) and 7(c) relating to broker's fees and finder's fees (such Sections are collectively referred to herein as the "***Fundamental Representations***"), and any representation in the case of fraud, intentional misrepresentation or intentional breach, shall survive indefinitely; and

(ii) the representations and warranties set forth in Section 6(m) relating to taxes shall survive until the close of business on the 180th day following the expiration of the applicable statute of limitations with respect to the tax liabilities in question (giving effect to any waiver, mitigation or extension thereof).

Neither the Option Holder nor the Grantor shall have any liability whatsoever with respect to any such representations and warranties unless notice of a claim is given to the other party prior to the expiration of the survival period for such representation and warranty, in which case such representation and warranty shall survive as to such claim until such claim has been finally resolved, without the requirement of commencing any action or order to extend such survival period or preserve such claim.

(b) ***Indemnification.***

(i) From and after the Option Closing, Grantor shall defend, indemnify and hold harmless Option Holder from and against any and all losses, costs, damages, claims, suits, actions, judgments, liabilities and expenses, including reasonable attorneys' fees and expenses ("***Damages***"), incurred by Option Holder arising out of or resulting from (A) any material inaccuracy in, or breach or nonfulfillment of, any of the representations, warranties, covenants or agreements made by Grantor in this Agreement or default by Grantor under this Agreement, or (B) the Excluded Liabilities.

(ii) From and after the Option Closing, Option Holder shall defend, indemnify and hold harmless Grantor from and against any and all Damages incurred by Grantor arising out of or resulting from (A) any material inaccuracy in, or breach or nonfulfillment of, any of the representations, warranties, covenants or agreements made by Option Holder in this Agreement or default by Option Holder under this Agreement or (B) the Assumed Obligations.

(iii) If any person entitled to indemnification under this Agreement (an "***Indemnified Party***") asserts a claim for indemnification for, or receives notice of the assertion or commencement of, any action, suit, claim or legal, administrative, arbitration, mediation, governmental or other proceeding or investigation, other than any brought by a party to this Agreement or an affiliate of a party to this Agreement (a "***Third Party Claim***") as to which such Indemnified Party intends to seek indemnification under this Agreement, such Indemnified Party

shall give reasonably prompt written notice of such claim to the party from whom indemnification is to be sought (an “*Indemnifying Party*”), together with a statement of any available information regarding such claim. The Indemnifying Party shall have the right, upon written notice to the Indemnified Party (the “*Defense Notice*”) within fifteen (15) days after receipt from the Indemnified Party of notice of such claim, to conduct at its expense the defense against such Third Party Claim in its own name, or if necessary in the name of the Indemnified Party (which notice shall specify the counsel the Indemnifying Party will appoint to defend such claim (“*Defense Counsel*”); *provided, however*, that the Indemnified Party shall have the right to approve the Defense Counsel, which approval shall not be unreasonably withheld or delayed). The parties hereto agree to cooperate fully with each other in connection with the defense, negotiation or settlement of any Third Party Claim. If the Indemnifying Party delivers a Defense Notice to the Indemnified Party, the Indemnified Party will cooperate with and make available to the Indemnifying Party such assistance and materials as may be reasonably requested by the Indemnifying Party, all at the expense of the Indemnifying Party.

(iv) If the Indemnifying Party shall fail to give a Defense Notice, it shall be deemed to have elected not to conduct the defense of the subject Third Party Claim, and in such event the Indemnified Party shall have the right to conduct such defense in good faith. If the Indemnified Party defends any Third Party Claim, then the Indemnifying Party shall reimburse the Indemnified Party for the costs and expenses of defending such Third Party Claim upon submission of periodic bills. If the Indemnifying Party elects to conduct the defense of the subject Third Party Claim, the Indemnified Party may participate, at his or its own expense, in the defense of such Third Party Claim; *provided, however*, that such Indemnified Party shall be entitled to participate in any such defense with separate counsel at the expense of the Indemnifying Party if (A) so requested by the Indemnifying Party to participate or (B) in the reasonable opinion of counsel to the Indemnified Party, a conflict or potential conflict exists between the Indemnified Party and the Indemnifying Party that would make such separate representation advisable; and *provided, further*, that the Indemnifying Party shall not be required to pay for more than one counsel for all Indemnified Parties in connection with any Third Party Claim.

(v) Regardless of which party defends a Third Party Claim, the other party shall have the right at its expense to participate in the defense of such Third Party Claim, assisted by counsel of its own choosing. The Indemnified Party shall not compromise, settle, default on, or admit liability with respect to a Third Party Claim without the prior written consent of the Indemnifying Party, which consent shall not be unreasonably withheld or delayed, and, if the Indemnified Party settles, compromises, defaults on, or admits liability with respect to a Third Party Claim except in compliance with the foregoing, the Indemnified Party will be liable for all losses paid or incurred in connection therewith and the Indemnifying Party shall have no obligation to indemnify the Indemnified Party with respect thereto. The Indemnifying Party shall not compromise or settle a Third Party Claim without the consent of the Indemnified Party, which consent shall not be unreasonably withheld or delayed, unless such compromise or settlement includes as a term thereof an unconditional release of the Indemnified Party and such compromise or release does not impose any non-monetary obligations on the Indemnified Party other than immaterial administrative obligations (and all monetary obligations are subject to the indemnification provisions of this Agreement), in which case the consent of the Indemnified Party shall not be required.

(vi) After any final decision, judgment or award shall have been rendered by a court or governmental entity of competent jurisdiction and the expiration of the time in which to appeal therefrom, or after a settlement shall have been consummated, or after the Indemnified Party and the Indemnifying Party shall have arrived at a mutually binding agreement with respect to a Third Party Claim hereunder, the Indemnified Party shall deliver to the Indemnifying Party notice of any sums due and owing by the Indemnifying Party pursuant to this Agreement with respect to such matter and the Indemnifying Party shall be required to pay all of the sums so due and owing to the Indemnified Party by wire transfer of immediately available funds within ten (10) business days after the date of such notice.

(vii) It is the intent of the parties that all direct claims by an Indemnified Party against a party not arising out of Third Party Claims shall be subject to and benefit from the terms of this Section 13(b). Any claim under this Section 13(b) by an Indemnified Party for indemnification other than indemnification against a Third Party Claim (a “**Direct Claim**”) will be asserted by giving the Indemnifying Party reasonably prompt written notice thereof, and the Indemnifying Party will have a period of 20 days within which to satisfy such Direct Claim. If the Indemnifying Party does not so respond within such 20 day period, the Indemnifying Party will be deemed to have rejected such claim, in which event the Indemnified Party will be free to pursue such remedies as may be available to the Indemnified Party under this Section 13(b).

(viii) A failure by an Indemnified Party to give timely, complete, or accurate notice as provided in this Section 13(b) shall not affect the rights or obligations of either party hereunder except to the extent that, as a result of such failure, any party entitled to receive such notice was deprived of its right to recover any payment under its applicable insurance coverage or was otherwise materially adversely affected or damaged as a result of such failure to give timely, complete, and accurate notice.

(ix) Notwithstanding anything to the contrary contained in this Agreement, the maximum aggregate amount of indemnifiable Damages which may be recovered from an Indemnifying Party arising out of or relating to the causes set forth in Section 13(b)(i) or Section 13(b)(ii), as the case may be, shall be an amount equal to the sum of ten million dollars (\$10,000,000) plus the Escalation Amount, provided, that the foregoing shall not apply to Damages arising out of or relating to the inaccuracy or breach of any Fundamental Representation or to any representation or warranty in the event of fraud, willful misconduct or intentional misrepresentation.

(x) The parties agree to treat any indemnification payment made pursuant to this Section 13 as an adjustment to the Cash Purchase Price for all income tax purposes.

14. ***Tax Matters.***

(a) ***Prorated Taxes.***

(i) Grantor shall prepare and timely file, or shall cause to be prepared and timely filed, each tax return for all property, intangible property and other ad valorem taxes

(“**Prorated Taxes**”) imposed on or with respect to the purchased Station Assets that is due on or before the Option Closing Date. Option Holder shall prepare and timely file, or cause to be prepared and timely filed, each tax return for Prorated Taxes imposed or with respect to the purchased Station Assets that is due after the Option Closing Date, and shall pay all such taxes reflected on such tax return. Grantor or Option Holder, as the case may be, shall promptly provide reimbursement for any tax paid by the other party which is the responsibility of Grantor or Option Holder, as the case may be, in accordance with this Section 14(a). Within a reasonable time prior to the payment of any such tax, the party paying such tax shall give notice to the other party of the tax payable and the portion which is the liability of each party, although failure to provide such notice shall not relieve the other party from its liability under this Agreement.

(ii) With the exception of Transfer Taxes which are allocated under Section 5(b)(vi), in the case of any Prorated Taxes for any taxable year or period beginning on or before, and ending after, the Option Closing Date (the “**Straddle Period**”), the portion of such Prorated Taxes that are allocable to the portion of such Straddle Period ending on the Option Closing Date and that constitute Excluded Liabilities shall be deemed equal to the amount of such taxes for the entire Straddle Period multiplied by a fraction the numerator of which is the number of calendar days in the portion of the Straddle Period ending on the Option Closing Date and the denominator of which is the number of calendar days in the entire Straddle Period.

(b) **Transfer Taxes.** Grantor shall file all necessary documentation and tax returns required under applicable law with respect to Transfer Taxes arising out of or in connection with the assignment, conveyance, delivery, sale and transfer of the Station Assets pursuant to this Agreement or otherwise relating to the transactions contemplated by this Agreement.

(c) **Cooperation.** Grantor and Option Holder shall (i) provide assistance to each other party as reasonably requested in preparing and filing tax returns with respect to the purchased Station Assets; (ii) make available to each other party as reasonably requested all information, records and documents related to Taxes concerning the purchased Station Assets; (iii) retain any books and records that could reasonably be expected to be necessary and useful in connection with any preparation by any other party of any tax return, or for any audit relating to Taxes with respect to the purchased Station Assets; and (iv) cooperate fully, as and to the extent reasonably requested by any other party, in connection with an audit with respect to Taxes relating to the purchased Station Assets.

15. **Specific Performance.** Grantor and Option Holder acknowledge and agree that, due to the unique nature of the subject matter of this Agreement, Option Holder would suffer irreparable damages in the event of breach of this Agreement, which damages could not adequately be compensated except by specific performance of this Agreement. Accordingly, without limiting any other remedy that may be available to Option Holder at law or equity, in the event of a breach by Grantor of this Agreement, it is agreed that Option Holder shall be entitled to temporary and permanent injunctive relief, including, but not limited to, specific performance hereof, without any showing of actual damage or inadequacy of legal remedy, in any proceeding before a court of law with proper jurisdiction to hear the matter, which may be brought to enforce this Agreement. Grantor hereby waives any defense that there is an adequate remedy at law for such breach of this Agreement.

16. **Further Assurances.** Subject to the terms and conditions of this Agreement, each of the parties hereto will use all commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to consummate and make effective the transactions contemplated by this Agreement.

17. **Amendment and Modification.** This Agreement may be amended, modified or supplemented only by written agreement of Grantor and Option Holder.

18. **Waiver of Compliance; Consents.** Except as otherwise provided in this Agreement, any failure of any of the parties to comply with any obligation, representation, warranty, covenant, agreement or condition herein may be waived by the party entitled to the benefits thereof only by a written instrument signed by the party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, representation, warranty, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. Whenever this Agreement requires or permits consent by or on behalf of any party hereto, such consent shall be given in writing in a manner consistent with the requirements for a waiver of compliances as set forth in this Section 18.

19. **Notices.** All notices, requests, demands and other communications which are required or may be given pursuant to the terms of this Agreement shall be in written or electronic form, and shall be deemed delivered (a) on the date of delivery when (i) delivered by hand or (ii) sent by reputable overnight courier maintaining records of receipt and (b) on the date of transmission when sent by facsimile or other electronic transmission during normal business hours with confirmation of transmission by the transmitting equipment; *provided, however*, that any such communication delivered by facsimile or other electronic transmission shall only be effective if such communication is also delivered by hand or deposited with a reputable overnight courier maintaining records of receipt within two business days after its delivery by facsimile or other electronic transmission. All such communications shall be addressed to the parties at the address set forth in *Exhibit E*, or at such other address as a party may designate upon ten days' prior written notice to the other party.

20. **Assignment.** This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, but, except as provided for herein, neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by Grantor without the prior written consent of Option Holder. Any attempted assignment by Grantor without the prior written consent of Option Holder shall be null and void. Without the consent of Grantor, Option Holder may at any time assign its rights and obligations under this Agreement to any other party or parties; *provided, however*, that Option Holder, as assignor, shall not thereby be released of its obligations hereunder.

21. **No Third Party Beneficiaries.** Except as expressly provided herein, this Agreement is not intended to, and shall not, confer upon any other person except the parties hereto any rights or remedies hereunder.

22. **No Partnership or Joint Venture.** This Agreement, either separately or together with the SSA, CSA, LLMA and ARA is not intended to be, and shall not be construed as, an agreement to form a partnership or joint venture between the parties. Except as specifically provided in this Agreement, or as otherwise agreed to in writing by the parties, no party shall be authorized to act as an agent of or otherwise to represent any other party hereto.

23. **Governing Law; Submission to Jurisdiction.** The construction and performance of this Agreement shall be governed by the laws of the State of New York without giving effect to the choice of law provisions thereof. Each of the parties irrevocably agrees that any legal action or proceeding arising out of or relating to this Agreement brought by the other party or its successors or assigns shall be brought and determined in any New York State or federal court sitting in the Borough of Manhattan in The City of New York (or, if such court lacks subject matter jurisdiction, in any appropriate New York State or federal court), and each of the parties hereby irrevocably submits to the exclusive jurisdiction of the aforesaid courts for itself and with respect to its property, generally and unconditionally, with regard to any such action or proceeding arising out of or relating to this Agreement and the transactions contemplated hereby. Each of the parties agrees not to commence any action, suit or proceeding relating thereto except in the courts described above in New York, other than actions in any court of competent jurisdiction to enforce any judgment, decree or award rendered by any such court in New York as described herein.

24. **Severability.** If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid or enforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in any acceptable manner to the end that the transactions contemplated hereby are fulfilled to the greatest extent possible.

25. **Publicity.** Neither Grantor nor Option Holder shall make or issue or cause to be made or issued, any announcement (written or oral) concerning this Agreement or the transactions contemplated hereby for dissemination to the general public without the prior consent of the other party. This provision shall not apply, however, to any announcement or written statement required to be made by law or the regulations of any federal or state governmental agency or any stock exchange, except that the party required to make such announcement shall provide a draft copy thereof to the other party hereto, and consult with such other party concerning the timing and content of such announcement, before such announcement is made.

26. **Public Inspection File; Confidentiality.** To the extent required by the Communications Act or the FCC Rules, each party may file a copy with the FCC and place a copy of this Agreement in its public inspection file and shall consult with and agree upon the confidential and proprietary information herein that shall be redacted from such copy.

27. **FCC Approval.** Notwithstanding any provision to the contrary herein, Option Holder's rights under this Agreement are subject to the Communications Act and the FCC Rules.

As soon as reasonably practicable, but in no event later than ten (10) business days after Option Holder's delivery of the Exercise Notice, the parties shall file the requisite application(s) (the "**FCC Applications**") with the FCC requesting the FCC's written consent to the assignment of the FCC Licenses from Grantor to Option Holder, including, as applicable, any waiver of such FCC Rules as Option Holder may deem appropriate or desirable (a "**Waiver Request**"). In addition, in connection with foregoing, each party hereto covenants and agrees to (t) file any necessary amendments or modifications to the FCC Applications; (u) provide to Option Holder any information, documents or other materials reasonably requested by Option Holder in connection with the preparation of the FCC Applications, including without limitation any Waiver Request; (v) prosecute the FCC Applications with commercially reasonable diligence and otherwise use their commercially reasonable efforts to obtain a favorable conclusion with regard to the FCC Applications; (w) promptly provide the other with a copy of any pleading, order or other document served on it relating to the FCC Applications; (x) oppose any petitions to deny or other objections filed against the FCC Applications and any requests for reconsideration or review of the FCC Applications; (y) otherwise take any other action with respect to the FCC as may be reasonably necessary or reasonably requested by Option Holder in connection with the transactions contemplated hereby; and (z) cooperate in good faith with the other party with respect to the foregoing covenants, all as may be determined by Option Holder to be reasonably necessary or appropriate or advisable in order to consummate the transactions contemplated hereby upon the exercise of the Option. The FCC's written consent to the assignment of the FCC Licenses contemplated hereby is referred to herein as the "**FCC Consent**." Notwithstanding any provision to contrary, in connection with the FCC Consent or otherwise, neither Option Holder nor any of its affiliates shall have any obligation to (A) divest any station, assets, or other direct or in direct interests or (B) enter into any tolling, assignment and assumption or similar agreements with the FCC to extend the statute of limitations for the FCC to determine or impose a forfeiture penalty against the Station.

28. **Counterparts.** This Agreement may be executed in one (1) or more counterparts each of which shall be deemed to be an original, but all of which together shall constitute one (1) and the same instrument. Any such counterpart signature page may be delivered by electronic means, including by facsimile or email in PDF or other image form, and shall become binding on the delivering Party upon receipt by the other Party.

29. **Headings.** The section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the parties and shall not in any way affect the meaning or interpretation of this Agreement.

30. ***Entire Agreement.*** This Agreement, including the documents delivered pursuant to this Agreement embody the entire agreement and understanding of the parties hereto in respect of the transactions contemplated by this Agreement. The Schedule(s) and Exhibit(s) hereto are an integral part of this Agreement and are incorporated by reference herein. This Agreement supersedes all prior negotiations, agreements and understandings between the parties with respect to the transactions contemplated by this Agreement and all letters of intent and other writings executed prior to the date hereof relating to such negotiations, agreements and understandings.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Option Agreement as of the day and year first written above.

GRANTOR:

Greensboro TV, LLC

By:

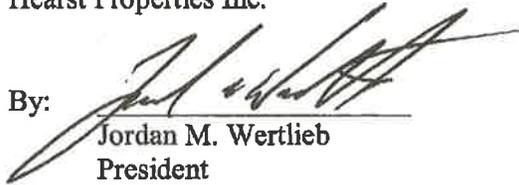


David A. Hanna
President

OPTION HOLDER:

Hearst Properties Inc.

By:



Jordan M. Wertlieb
President

Exhibit E - Notices

If to Option Holder, to:

Hearst Properties Inc.
c/o Hearst Television Inc.
300 West 57th Street
New York, New York 10019
Attention: Jordan M. Wertlieb
Fax:

and

The Hearst Corporation
300 West 57th Street
New York, New York 10019
Attention: General Counsel
Fax:

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

Brooks Pierce
150 Fayetteville Street, Suite 1700
Raleigh, NC 27601
Attention: Mark J. Prak
Phone: (919) 839-0300
Fax: (919) 839-0304

If to Grantor:

Greensboro TV, LLC
220 Salters Creek Road
Hampton, VA 23661
Attention: David A. Hanna
Fax:

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

Fletcher, Heald & Hildreth
1300 North 17th Street, 11th Floor
Arlington, VA 22209
Attention: Frank Jazzo
Phone: (703) 812-0400
Fax: (703) 812-0486

Schedule 5(a)

1. The “**Cash Purchase Price**” shall be an amount equal to the sum of the Base Value plus the Escalation Amount, each as defined below.

2. For purposes of this Agreement, the “**Base Value**” shall be an amount equal Six Million Seven Hundred Thousand Dollars (\$6,700,000), subject to credits or other adjustments pursuant to the LLMA.

3. For purposes of this Agreement, the “**Escalation Amount**” shall be an amount equal to the greater of (A) the Fixed Appreciation Amount or (B) the Net Broadcast Cash Flow Amount.

(a) “**Fixed Appreciation Amount**” equals the product of (i) the number of calendar years (including fractions of years) during the Option Period prior to the exercise of the Option, times (ii) an amount equal to \$25,000.

(b) “**Net Broadcast Cash Flow Amount**” means the product of (x) the number of calendar years (including fractions of years) during the Option Period prior to the exercise of the Option, times (y) for the preceding 12-month period, the average monthly: Net Revenue less the Channel Sharing Fee and the Services Fee (or if the Option is exercised prior to the first anniversary of the Effective Date, for the period following the Effective Date); *provided, however*, that the Net Broadcast Cash Flow Amount shall not exceed \$500,000. Net Revenue, Channel Sharing Fee and Services Fee shall have the meanings given to them in the CSA and SSA.

(c) Solely with respect to that portion of the Cash Purchase Price constituting the Escalation Amount, the parties shall apply as a credit against such amount an amount equal to \$1,667 multiplied by the number of months (including fractions of months) between the Effective Date and the date of the Option Closing.

(d) In no event shall the Escalation Amount result in an internal rate of return to Grantor that is less than zero.

4. The terms of this **Schedule 5(a)** are hereby incorporated by reference into the Agreement.

LIMITED LOCAL MARKETING AGREEMENT

This LIMITED LOCAL MARKETING AGREEMENT is entered into as of April 20, 2017 (this “*Agreement*”), by and between Hearst Properties Inc., a Delaware corporation (“*Programmer*”) and Greensboro TV, LLC, a Virginia limited liability company. (“*Licensee*”).

RECITALS

WHEREAS, Licensee is the FCC licensee of television station WCWG(TV), Lexington, North Carolina (Facility ID 35385) (the “*Station*”);

WHEREAS, Programmer is the owner, operator, and FCC licensee of television station WXII-TV, Winston-Salem, North Carolina (Facility ID 53921);

WHEREAS, Licensee and Programmer are parties to that certain Channel Sharing Agreement dated the date hereof (the “*CSA*”) whereby Station Licensee and Programmer have agreed to share the right to the spectrum of WXII-TV’s frequency channel and certain transmission equipment and facilities pursuant to the terms thereof;

WHEREAS, Licensee and Programmer are parties to that certain Shared Services Agreement dated the date hereof (the “*SSA*”) whereby Programmer has agreed to provide certain operational services and support pursuant to the terms thereof;

WHEREAS, Licensee and Programmer are parties to that certain Advertising Representation Agreement dated the date hereof (the “*ARA*”) whereby Programmer has appointed Licensee its agent, and Licensee has accepted the appointment, to sell the Hearst Advertising (as defined in Section 1.1 below); and

WHEREAS, Programmer desires to purchase time on the Station for the broadcast of news and other programming on the Station and for the sale of advertising time on the Station, all as described herein.

NOW, THEREFORE, in consideration of the above recitals and of the mutual agreements and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be bound legally, agree as follows:

ARTICLE I

SALE OF PROGRAMMING AND ADVERTISING TIME

1.1 *Non-Attributable Right to Use Hearst Programming and Advertising Time.* Subject to the provisions of this Agreement, the Communications Act of 1934, as amended (the “*Communications Act*”), and the rules and published policies of the FCC (“*FCC Rules*”), and subject to Licensee’s ultimate control, authority, and power, commencing on the Commencement Date, Licensee agrees to make the Station’s broadcasting time available to Programmer during the Term such that Programmer has the right to: (a) fifteen percent (15%) per week of all programming time for the broadcast of Programmer’s programming (collectively, the “*Hearst Programming*”) and (b) fifteen percent (15%) per week of all advertising time for the broadcast of Programmer’s

advertising (the “**Hearst Advertising**”). Licensee shall retain the right to broadcast on the Station eighty-five percent (85%) per week of all broadcast time available for programming and eighty-five percent (85%) per week of all broadcast time available for advertising during the Term. Notwithstanding the foregoing, Programmer and Licensee may agree to allocate a portion of the Hearst Programming and/or Hearst Advertising Time back to Licensee. The Hearst Programming and Hearst Advertising shall be broadcast on the Station as described more particularly in **Schedule 1.1** hereto.

1.2 **Station Sales.**

(a) Licensee shall retain ultimate authority with respect to and for marketing and selling the advertising inventory not sold by Programmer.

(b) Programmer shall have the exclusive right, but no obligation, to sell any and all advertising on the Station website(s), including display advertising that appears in the same pageview as, or adjacent to, editorial content on such website, or advertising embedded into audio or visual content posted or otherwise displayed on such websites (including text ads, banner ads, instream ads, pre-roll ads, wallpaper ads, video ads and sponsorships) (“**Website Advertising**”).

(c) Subject to the ultimate control of Licensee, the rates charged for the Hearst Advertisements shall be set in Programmer’s discretion at commercially reasonable rates considering market conditions and the audience ratings for the Station, *provided* that Programmer shall comply with all political advertising lowest unit rate requirements.

1.3 **Rights in Hearst Programming and Hearst Advertising.** All right, title, and interest in and to the Hearst Programming and Hearst Advertising, and the right to authorize the use of the Hearst Programming and Hearst Advertising in any manner and in any media whatsoever, shall be and remain vested at all time solely in Programmer.

1.4 **Revenues.** Subject to the ARA, Programmer shall be entitled to all revenue with respect to the Hearst Programming and the Hearst Advertising. Subject to its obligations under the CSA and SSA, Licensee shall be entitled to all revenue from the sale of all other advertising or program time on the Station.

1.5 **Non-Attribution.** It is the intention of Programmer and Licensee that the Hearst Programming and Hearst Advertisements to be provided by Programmer hereunder are to be of a quality and amount that render the Station non-attributable, within the meaning of the FCC Rules, to Programmer and its parent, affiliated entities, and attributable parties.

1.6 **Term.** This Agreement shall be effective commencing on and as of the “**Commencement Date**” (as defined in the SSA) and shall continue until terminated in accordance with Section 7.1(a) (the “**Term**”).

1.7 **Consideration.** As consideration for the air time made available hereunder during the Term, Programmer shall pay to Licensee the fees on the terms and conditions provided on **Schedule 1.7** hereto (the “**LLMA Fee**”).

ARTICLE II
ASSIGNMENT OF CERTAIN AGREEMENTS AND RIGHTS

2.1 *Assignment.* At any time during the Term, Programmer may elect to require Licensee to assign to Programmer one or more specified programming agreements (the “*Contracts*”), which, when assigned to Programmer, Programmer shall assume. Programmer may designate the programming under any such Contract as Hearst Programming hereunder. Licensee shall provide Programmer with true and complete copies, including amendments, of the Contracts. To the extent that transfer or assignment hereunder by Licensee to Programmer of any Contract is not permitted or is not permitted without the consent of another person, this Agreement shall not be deemed to constitute an undertaking to assign the same if such consent is not given or if such an undertaking otherwise would constitute a breach thereof or cause a loss of benefits thereunder. The parties shall use their commercially reasonable efforts to obtain any and all such third party consents under all Contracts; *provided, however*, that the parties shall not be required to pay or incur any cost or expense to obtain any third party consent. If the parties are unable to obtain any consent necessary to permit the valid assignment of a Contract, Licensee shall act as Programmer’s agent in connection with such Contract, and the parties shall cooperate to cause Programmer to receive the benefit of the Contract in exchange for performance by Programmer of all of Licensee’s obligations under such Contract (including but not limited to the payment to Licensee of all amounts due under the Contract on or after the Commencement Date for services provided by Licensee). Except as provided in this Section 2.1 or as otherwise agreed by the parties, Programmer does not assume any obligation of Licensee under any contract or advertising arrangement entered into by Licensee prior to, on or after the Commencement Date.

2.2 *Prorations.* All expenses and income arising under any Contract assigned to Programmer pursuant to Section 2.1 above shall be prorated between Licensee and Programmer as of the effective date of the assignment and assumption of such Contract in a manner such that the costs and benefits thereunder through the date before the effective date of the assignment and assumption shall be for the account of Licensee and, thereafter and through the remainder of the Term of this Agreement, for the account of Programmer. Such prorations shall be completed and any necessary payments on account of such prorations paid within sixty (60) days of the effective date of the assignment and assumption. If any disagreement with respect to the proration of such income and expenses cannot be resolved by the parties, Licensee and Programmer will select a certified public accountant knowledgeable in the broadcast industry and reasonably acceptable to both Licensee and Programmer, to resolve the dispute. The parties will use their commercially reasonable efforts to appoint the certified public accountant as expeditiously as possible, and once appointed, work with such certified public accountant to resolve the dispute. The resolution of such accountant shall be binding on the parties and subject to judicial enforcement. Each party shall pay one-half of the cost of the accountant.

ARTICLE III
OPERATING STANDARDS AND PRACTICES

3.1 ***Compliance with Law; Certifications.*** At all times during the term of this Agreement, Programmer and Licensee shall comply in all material respects with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the FCC Rules. Licensee certifies that Licensee maintains ultimate control over the Station's facilities, including, specifically, control over the Station's finances, personnel, and programming, and Programmer certifies that this Agreement complies with the provisions of Sections 73.3555 of the FCC Rules. Notwithstanding any provision of this Agreement to the contrary, Licensee shall retain full authority and power with respect to the operation of the Station during the Term and may take any and all steps necessary to faithfully and continuously do so throughout the Term. The parties agree and acknowledge that Licensee's continued control of the Station is an essential element of the continuing validity and legality of this Agreement. Licensee shall retain full authority and control over the policies, programming, and operations of the Station, including, without limitation, the decision whether to preempt programming in accordance with Section 3.5 hereof. Licensee shall have full responsibility to effectuate compliance with the Communications Act and the FCC Rules, regulations, and policies. Licensee shall be responsible for maintaining the Station's public inspection file, and Programmer shall reasonably cooperate with Licensee to provide information, records, and data reasonably requested by Licensee for such purpose.

3.2 ***Compliance with Program Policies.*** All Hearst Programming and Hearst Advertising delivered by Programmer and all programming supplied by Licensee during the term of this Agreement shall be in accordance the programming policies set forth on ***Schedule 3.2*** ("***Program Policies***"). Licensee reserves the right to refuse to broadcast any Hearst Programming or Hearst Advertising containing matter that Licensee reasonably believes is not in the public interest or that may violate the right of any third party, or that Licensee reasonably determines is, or in the reasonable opinion of Licensee may be deemed to be, indecent (and not broadcast during the safe harbor for indecent programming established by the FCC) or obscene by the FCC or any court or other regulatory body with authority over Licensee or the Station. If Programmer does not adhere to the Program Policies or the FCC Rules, Licensee, upon written notice to Programmer, may suspend or cancel any specific program not so in compliance, without any reduction or offset in the payments due Licensee under this Agreement. Licensee, in good faith, shall not apply the rights and restrictions afforded Licensee by this Section for Licensee's commercial or economic advantage.

3.3 ***Political Broadcasts.*** Programmer shall maintain and deliver to Licensee all records and information required by the FCC Rules to be placed in the Station's public inspection file pertaining to the broadcast of political programming and advertisements and to the broadcast of sponsored programming addressing political issues or controversial subjects of public importance, in accordance with the provisions of Sections 73.1943 and 73.3526 of the FCC Rules. Programmer shall consult and cooperate with Licensee and adhere to all applicable FCC Rules, as announced from time to time, with respect to the of political advertisements and programming (including, without limitation, the rights of candidates, as appropriate, and to the equal opportunity provisions of the FCC Rules) and the charges permitted therefor. Programmer shall promptly provide to Licensee such documentation relating to such programming as Licensee is required to maintain in its public inspection file, or as Licensee may reasonably request.

3.4 ***Handling of Communications.*** Programmer and Licensee shall cooperate in promptly responding to all mail, email, facsimiles, or telephone calls directed to the Station in connection with the Hearst Programming and Hearst Advertising provided by Programmer or any other matter relevant to its responsibilities hereunder. Programmer shall provide copies of all such correspondence to Licensee, and Licensee shall provide copies of all such correspondence to Programmer. Promptly upon receipt, Programmer shall advise Licensee, and Licensee shall advise Programmer, of any public or FCC complaint or inquiry known to Programmer or Licensee, as applicable, concerning such Hearst Programming or Hearst Advertising, and each shall provide the other with copies of any letters from the public, including complaints concerning such Hearst Programming or Hearst Advertising. Upon Licensee's request, Programmer shall broadcast material responsive to such complaints and inquiries. Notwithstanding the foregoing, Licensee shall handle all matters or inquiries relating to FCC complaints and any other matters required to be handled by Licensee under the FCC Rules.

3.5 ***Preemption.*** Licensee may, in its reasonable discretion, from time to time, preempt portions of the Hearst Programming or Hearst Advertising to broadcast emergency information or programs it deems would better serve the public interest and may refuse to broadcast any program or announcement of Programmer should Licensee reasonably deem such program or announcement to be contrary to the public interest as set forth in Section 3.2. Programmer shall be notified in writing, at least one week in advance of any preemption of any of the Hearst Programming or Hearst Advertising for the purpose of broadcasting programs Licensee reasonably deems necessary to serve the public interest unless such advance notice is impossible or impractical, in which case Licensee shall notify Programmer promptly, in writing, upon making such determination. Licensee represents and covenants that preemption shall occur only to the extent that Licensee reasonably deems preemption necessary to carry out its obligations as an FCC licensee and expressly agrees that its right of preemption shall not be exercised in an arbitrary manner or for the commercial or economic advantage of Licensee or others.

3.6 ***Payola and Plugola.*** Programmer agrees that it will take commercially reasonable steps, including the continuation of Licensee's system for periodic execution of affidavits, reasonably designed to assure that neither it nor its employees or agents will accept any gift, gratuity, or other consideration, directly or indirectly, from any person or company for the presentation of any programming, or the broadcast of any commercial announcement over the Station without reporting the same to the management of Licensee and without such broadcast being announced as sponsored. It is further understood and agreed that no commercial message, plugs, or undue reference shall be made in programming presented over the Station to any business venture, profit-making activity, or other interest (other than non-commercial announcements for bona fide charities, church activities, or other public service activities) without the same having been approved by the management of Licensee and said broadcast being announced as sponsored.

3.7 ***Nondiscrimination Policy.*** Programmer agrees that it will not discriminate in advertising contracts on the basis of race or ethnicity. Any provision in any order or agreement for advertising on the Station that purports to discriminate on the basis of race or ethnicity, even if handwritten, typed, or otherwise made a part of a particular contract shall be deemed rejected and void. Programmer shall include on advertising contracts and/or written agreements for the sale of

advertising on the Station a clause stating that it does not discriminate on the basis of race or ethnicity.

3.8 **Call Signs.** During the Term, Licensee will retain all rights to the call letters of the Station or any other call letters which may be assigned by the FCC for use by the Station, and will ensure that proper station identification announcements are made with such call letters in accordance with the FCC Rules. Programmer shall include in the Hearst Programming it delivers for broadcast an announcement at the beginning of each hour of such Hearst Programming to identify such call letters, as well as any other announcements required by the FCC Rules. Programmer is specifically authorized to use such call letters consistent with Section 3.9 below. Licensee will not change the call sign of the Station during the Term unless so requested by Programmer, in which event Licensee will cooperate in changing the call sign of the Station, provided that Programmer reimburses Licensee for applicable FCC filing fees incurred in such regard.

3.9 **License of Intellectual Property.** Effective as of the Commencement Date, Licensee licenses to Programmer the right, exclusive of other third-parties, to use (or, to the extent Licensee does not hold exclusive rights, the non-exclusive right to use) the intellectual property owned by or licensed to Licensee and used in the operation of the Station (including, but not limited to, call signs and goodwill) for Programmer's use in connection with the Hearst Programming and the Hearst Advertisements (the "**IP License**"); *provided, however*, that Licensee shall retain the right to use the aforementioned intellectual property in connection with Licensee's programming and advertising on the Station. Upon termination of this Agreement, the IP License shall terminate; *provided, however*, that Programmer shall own all trademarks, service marks, trade names, characters, formats, jingles, promotional materials, logos, and positioning statements that Programmer develops primarily for the Hearst Programming or Hearst Advertising and uses in the broadcast of such Hearst Programming or Hearst Advertising during the Term, and Licensee shall not make use of any such materials without the prior written consent of Programmer.

ARTICLE IV

RESPONSIBILITY FOR EMPLOYEES AND EXPENSES

4.1 **Programmer's Employees.** Programmer shall employ and be responsible for the payment of salaries, taxes, insurance, and all other costs related to all personnel used by Programmer in connection with the Hearst Programming and Hearst Advertisements (the "**Programmer's Employees**"). Licensee shall have no authority over and shall not supervise Programmer's Employees.

4.2 **Licensee's Employees.** Licensee shall employ and be responsible for the payment of salaries, taxes, insurance, and all other costs related to all personnel necessary to (i) fulfill its obligations as the FCC licensee, and (ii) perform its obligations under this Agreement, the CSA, SSA, and ARA (the "**Licensee's Employees**"). Programmer shall have no authority over and shall not supervise Licensee's Employees.

4.3 **Programmer's Expenses.** Programmer shall pay for all costs associated with the production, development, promotion, and delivery of the Hearst Programming and Hearst Advertising, including, but not limited to (i) any expenses incurred in connection with

Programmer's sale of advertising time hereunder (including, without limitation, sales commissions under the ARA), and (ii) the salaries, taxes, insurance, and related costs for all of Programmer's Employees.

4.4 ***Licensee's Expenses.*** Licensee shall pay for all costs associated with the production, development, promotion, and delivery of Licensee's programming and advertising on the Station, and other costs directly relating to the operation and/or maintenance of the Station as necessary for Licensee to maintain the licensed transmitting capability of the Station and to fulfill its obligations as an FCC licensee, including, but not limited to, (i) all payments due under the CSA and SSA, (ii) any expenses incurred in connection with Licensee's sale of advertising time hereunder, and (iii) the salaries, taxes, insurance, and related costs for all of Licensee's Employees.

ARTICLE V

REPRESENTATIONS AND WARRANTIES

5.1 ***Representations and Warranties of Licensee.*** Licensee represents and warrants to Programmer as follows:

(a) ***Authorization and Binding Obligation.*** The execution, delivery, and performance of this Agreement by Licensee have been duly authorized by all necessary organizational action on the part of such party. This Agreement has been duly executed and delivered by Licensee and constitutes the legal, valid, and binding obligation of such party, enforceable against it in accordance with its terms except as the enforceability thereof may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium, insolvency, reorganization, or other similar laws of general application affecting the enforcement of creditors' rights or by general principles of equity limiting the availability of equitable remedies.

(b) ***Absence of Conflicting Agreements or Consents.*** The execution, delivery, and performance by Licensee of this Agreement (with or without the giving of notice, the lapse of time, or both): (a) will not conflict with the organizational documents of Licensee; (b) to the actual knowledge of Licensee or its respective Affiliates, does not conflict with, result in a breach of, or constitute a default under any law, judgment, order, ordinance, injunction, decree, rule, regulation, or ruling of any court or governmental instrumentality applicable to Licensee; (c) does not conflict with, constitute grounds for termination of, result in a breach of, constitute a default under, or accelerate or permit the acceleration of any performance required by the terms of any agreement, instrument, license, or permit to which Licensee is a party or by which it is bound as of the date of this Agreement; and (d) will not create any claim, lien, charge, or encumbrance upon any of the assets of the Station owned by Licensee.

5.2 ***Representations and Warranties of Programmer.*** Programmer represents and warrants to Licensee as follows:

(a) ***Authorization and Binding Obligation.*** The execution, delivery, and performance of this Agreement by Programmer have been duly authorized by all necessary organizational action on the part of such party. This Agreement has been duly executed and delivered by Programmer and constitutes the legal, valid, and binding obligation of such party,

enforceable against it in accordance with its terms except as the enforceability thereof may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium, insolvency, reorganization or other similar laws of general application affecting the enforcement of creditors' rights or by general principles of equity limiting the availability of equitable remedies.

(b) ***Absence of Conflicting Agreements and Required Consents.*** The execution, delivery, and performance by Programmer of this Agreement (with or without the giving of notice, the lapse of time, or both): (a) will not conflict with the organizing documents of Programmer; (b) to the actual knowledge of Programmer or its Affiliates, does not conflict with, result in a breach of, or constitute a default under, any law, judgment, order, ordinance, injunction, decree, rule, regulation, or ruling of any court or governmental instrumentality applicable to Programmer; and (c) does not conflict with, constitute grounds for termination of, result in a breach of, constitute a default under, or accelerate or permit the acceleration of any performance required by the terms of, any agreement, instrument, license or permit to which Programmer is a party or by which it is bound as of the date hereof.

ARTICLE VI

INDEMNIFICATION; LIMITATION ON LIABILITY

6.1 ***Indemnification.*** Each party (the "***Indemnifying Party***") shall indemnify, defend and hold harmless the other party, its parents, affiliates and subsidiaries, and its and their officers, directors, shareholders, members, managers, employees and agents, from and against any losses, settlements, claims, actions, suits, proceedings, judgments, awards, liabilities, costs and expenses (including reasonable attorneys' fees) resulting from any third-party claim as a result of (a) any negligent or more culpable act or omission of the Indemnifying Party in connection with the performance of its obligations under this Agreement; or (b) any breach of this Agreement by the Indemnifying Party.

6.2 ***Limitation on Liability.***

(a) EXCEPT AS OTHERWISE PROVIDED IN SECTION 6.2(c), IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) EXCEPT AS OTHERWISE PROVIDED IN SECTION 6.2(c), IN NO EVENT WILL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT,

TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO LICENSEE PURSUANT TO THIS AGREEMENT.

(c) The exclusions and limitations in Section 6.2(a) and Section 6.2(b) shall not apply to:

(i) damages or other liabilities arising out of or relating to a party's failure to comply with its obligations under Section 17.6 of the SSA, made applicable to this Agreement and incorporated by reference in Section 7.1(b) (Confidentiality);

(ii) a party's indemnification obligations under Section 6.1 (Indemnification);

(iii) damages or other liabilities arising out of or relating to a party's gross negligence, willful misconduct or intentional acts; and

(iv) death or bodily injury or damage to real or tangible personal property resulting from a party's negligent acts or omissions.

ARTICLE VII **MISCELLANEOUS**

7.1 ***Incorporation of SSA Provisions.*** The following provisions of the SSA are hereby incorporated by reference:

(a) Section 14 (Termination)

(b) Section 17 (Miscellaneous)

For the avoidance of doubt, references to "Station Licensee" in the above-referenced sections of the SSA shall be references to Licensee for purposes of this Section 7.1, and references to "Service Provider" in the above-referenced sections of the SSA shall be references to Programmer for purposes of this Section 7.1. References to "this Agreement" in the above-referenced sections of the SSA shall be references to this Limited Local Marketing Agreement for purposes of this Section 7.1.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Limited Local Marketing Agreement on the date first written above.

LICENSEE:

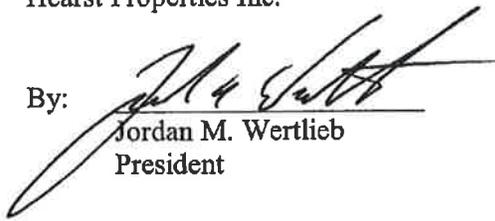
Greensboro TV, LLC

By: 

David A. Hanna
President

PROGRAMMER:

Hearst Properties Inc.

By: 

Jordan M. Wertlieb
President

SCHEDULE 1.1

PROGRAMMING

Commencing on the Commencement Date, Programmer shall be permitted to provide the Hearst Programming and Hearst Advertising in accordance with the terms and subject to the conditions of this Agreement. Notwithstanding anything herein to the contrary, the obligations of Licensee set forth in this Schedule 1.1 shall be subject to Licensee's rights under Article III of this Agreement.

At any time and from time to time following the Commencement Date, Programmer may designate by written notice to Licensee the days and times during which the Hearst Programming and Hearst Advertising shall be broadcast on the Station, and Licensee shall commence the broadcast of such Hearst Programming and Hearst Advertising no later than 30 days following its receipt of such notice, so long as (i) the durations of such Hearst Programming and Hearst Advertising do not exceed 15% of the Station's weekly broadcast programming schedule and 15% of the Station's weekly advertising time, respectively, and (ii) the broadcast of such Hearst Programming and Hearst Advertising during the days and times specified by Programmer does not conflict with the contractual obligations of Licensee.

Upon no less than 30 days prior written notice from Programmer to Licensee, Programmer may change the date and times that the Hearst Programming and Hearst Advertising shall be broadcast on the Station and Licensee agrees to broadcast the Hearst Programming and Hearst Advertising in accordance with such revised schedule, so long as (i) the durations of such Hearst Programming and Hearst Advertising do not exceed 15% of the Station's weekly broadcast programming schedule and 15% of the Station's weekly advertising time, respectively, and (ii) the broadcast of such Hearst Programming and Hearst Advertising during the days and times specified by Programmer does not conflict with the contractual obligations of Licensee.

If the FCC changes its rules or policies in a manner that allows Programmer to provide Hearst Programming and Hearst Advertising that exceeds the limitations herein, at the request of Programmer, Licensee shall cooperate in good faith with Programmer to agree upon one or more additional time periods during which Programmer shall be permitted to provide additional Hearst Programming and Hearst Advertising for broadcast on the Station, but in no event shall the aggregate duration of all Hearst Programming and Hearst Advertising, including such additional time periods, exceed the total amount of Hearst Programming and Hearst Advertising as may be permitted by the FCC after giving effect to such change in the FCC Rules.

The terms of this *Schedule 1.1* are hereby incorporated by reference into the Agreement.

SCHEDULE 1.7

LLMA FEE

On the Commencement Date, Programmer shall pay \$4,700,000 to Licensee.

The LLMA Fee shall be applied as a credit in favor of Programmer against the Base Value as defined in the Option Agreement between Programmer and Licensee dated the date hereof.

The terms of this *Schedule 1.7* are hereby incorporated by reference into the Agreement.

SCHEDULE 3.2

PROGRAM POLICIES

Programmer and Licensee shall cooperate with each other in the broadcasting of programming of the highest possible standard of excellence. Without limiting the generality of the foregoing, the parties will observe the following policies in the preparation, writing, and production of their own (non-syndicated or network) programs:

(a) *Respectful of Faiths.* The subject of religion and references to particular faiths and tenets shall be treated with respect at all times.

(b) *Controversial Issues.* Any discussion of controversial issues of public importance shall be reasonably balanced with the presentation of contrasting viewpoints in the course of overall programming; no attacks on the honesty, integrity, or like personal qualities of any person or group of persons shall be made; and Station programs (other than public forum or talk features) are not to be used as a forum for editorializing about individual candidates. If such events occur, Licensee may require that responsive programming be aired. In the event that a statute, regulation, or policy is adopted that requires the airing of responsive programming, Programmer agrees to comply with such statute, regulation, or policy and will prepare such responsive programming.

(c) *EAS Tests.* During all hours when Hearst Programming is being broadcast over the Station, at the location from which the Hearst Programming is being originated, a receiver shall be maintained capable of receiving test messages and alerts over the Emergency Alert System, which EAS receiver Licensee shall cause to be operated in automatic mode or be continuously monitored or otherwise operated so as to assure compliance with the FCC's Emergency Alert System ("EAS") rules. Such equipment shall be in compliance with the FCC Rules concerning EAS equipment. If an EAS test or alert is received during the hours when Programmer is delivering its Hearst Programming for broadcast over the Station, Programmer shall cause the appropriate EAS test or alert message to be delivered to Licensee to be transmitted over the Station and shall, in the event of an actual activation of the Emergency Alert System, cause all steps that the Station are required to take in such an event to be taken. Licensee shall be responsible for assuring that the receipt and broadcast of all EAS tests and alerts are properly recorded in the Station's logs.

(d) *No Plugola or Payola.* The mention of any business activity or plug for any commercial, professional, or other related endeavor, except where contained in an actual commercial message of a sponsor, or otherwise lawful, is prohibited.

(e) *No Lotteries.* Announcements giving any information about lotteries or games prohibited by federal or state law or regulations are prohibited.

(f) *No Gambling.* References to *dream books*, the *straight line*, or other direct or indirect descriptions or solicitations relative to the *numbers game* or the *polity game* or any other form of gambling are prohibited.

(g) *No Numbers Games.* References to chapter and verse paragraphs, paragraph numbers, or song numbers, which involve three digits should be avoided and, when used, must reasonably relate to a non-gambling activity.

(h) *Election Procedures.* At least sixty (60) days before the start of any lowest-unit-charge period for any primary or primary run-off or general or special election, Programmer will clear with Licensee's general manager the rates Programmer will charge for time to be sold to candidates for public office or to any other party entitled to the lowest unit charge to make certain the rates charged are in conformance with applicable law and Licensee's policy. Programmer shall also clear with Licensee's general manager its forms for disclosure of political time sales practices and rates.

(i) *Required Announcements.* Programmer shall include in the Hearst Programming (i) an announcement in form satisfactory to Licensee at the beginning of each hour to identify the Station, (ii) an announcement at the beginning of each broadcast day or appropriate broadcast period to indicate that program time has been obtained by Programmer, and (iii) any other announcement that may be required by law or regulation.

(j) *Commercial Record Keeping.* No commercial messages or *plugs* shall be made in programming presented over the Station with reference to any business venture, profit-making activity, or other interest (other than non-commercial announcements for *bona fide* charities, church activities, or other public service activities) in which Programmer or its employees is or are directly or indirectly interested without the same having been approved in advance by Licensee's general manager or such broadcast being announced and logged as sponsored.

(k) *No Illegal Announcements.* No announcement or promotion prohibited by federal or state law or regulation of any lottery or game shall be made over the Station.

(l) *Licensee's Discretion Paramount.* In accordance with Licensee's responsibility under the Communications Act and the FCC Rules, Licensee reserves the right to reject or terminate any advertising or programming being presented over the Station that in Licensee's sole but reasonable judgment would not serve the public interest.

(m) *Non-Discrimination in Advertising.* Programmer shall not discriminate on the basis of race or ethnicity in the sale of advertising time. Programmer shall include on advertising contracts and/or written agreements for the sale of advertising on the Station a clause stating that it does not discriminate on the basis of race or ethnicity.

(n) *Programming Prohibitions.* Programmer shall not knowingly broadcast any of the following programs or announcements.

(i) *False Claims.* False or unwarranted claims for any product or service.

- (ii) *Unfair Imitation.* Infringements of another advertiser's rights through plagiarism or unfair imitation of either program idea or copy, or any other unfair competition.
- (iii) *Commercial Disparagement.* Any unfair disparagement of competitors or competitive goods.
- (iv) *Profanity, Obscenity, Indecency.* Any programs or announcements that are slanderous, obscene, indecent (except during the safe harbor for indecent programming established by the FCC), profane, vulgar, repulsive, or offensive, either in theme or treatment.
- (v) *Unauthenticated Testimonials.* Any testimonials which cannot be authenticated.
- (vi) *Descriptions of Bodily Functions.* Any presentation which describes in a repellent manner bodily functions.
- (vii) *Advertising.* Any advertising matter or announcement that may, in the opinion of Licensee, be injurious or prejudicial to the interests of the public or the Station, or to honest advertising and reputable business in general.
- (viii) *Contests.* Any contests or promotions which are in any way misleading or constitute a public nuisance or are likely to lead to injury to persons or property or violate the FCC Rules on Station conducted contests and promotions.
- (ix) *Telephone Conversations.* Any programming in violation of any statute, regulation, or policy, including, without limitation, Section 73.1206 of the FCC Rules, or any successor regulation, dealing with the taping and/or broadcast of telephone conversations.

The parties may jointly waive any of the foregoing policies in specific instances if, in their opinion, good broadcasting in the public interest would be served thereby.

In any case where obvious questions or policy or interpretation arise, Programmer will attempt in good faith to submit the same to Licensee for decision before making any commitments in connection therewith.

The terms of this *Schedule 3.2* are hereby incorporated by reference into the Agreement.

SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT (this “*Agreement*”) is entered into as of April 20, 2017, by and between Hearst Properties Inc., a Delaware corporation (“*Service Provider*”), and Greensboro TV, LLC, a Virginia limited liability company (“*Station Licensee*”).

RECITALS

WHEREAS, Station Licensee is the FCC licensee of television station WCWG(TV), Lexington, North Carolina (Facility ID 35385) (the “*Station*”);

WHEREAS, Service Provider is the owner, operator, and FCC licensee of television station WXII-TV, Winston-Salem, North Carolina (Facility ID 53921) (the “*Service Station*”);

WHEREAS, Station Licensee and Service Provider are parties to that certain Channel Sharing Agreement dated the date hereof (the “*CSA*”) whereby Station Licensee and Service Provider have agreed to share technical facilities pursuant to the terms thereof;

WHEREAS, Station Licensee and Service Provider are parties to that certain Limited Local Marketing Agreement dated the date hereof (the “*LLMA*”) whereby Service Provider has agreed to buy and Station Licensee has agreed to sell the right to program certain time on the Station pursuant to the terms thereof;

WHEREAS, Station Licensee and Service Provider are parties to that certain Advertising Representation Agreement dated the date hereof (the “*ARA*”) whereby Service Provider has appointed Station Licensee its agent, and Station Licensee has accepted the appointment, to sell advertising in advertising inventory on the Station acquired by Service Provider pursuant to the LLMA;

WHEREAS, Station Licensee and Service Provider are parties to that certain Option Agreement dated the date hereof (the “*Option Agreement*”) whereby Station Licensee has granted to Service Provider an option to purchase all rights, title, and interests in the assets related to the Station pursuant to the terms thereof; and

WHEREAS, in view of the important efficiencies to be obtained by the Station through shared services provided by the Service Station, and the role of such services in helping the Station to serve the television viewing public in the Market, the parties hereto desire to enter into this Agreement as of the date hereof.

NOW, THEREFORE, in consideration of the above recitals and of the mutual agreements and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be bound legally, agree as follows:

1. ***Defined Terms.***

1.1 For purposes of this Agreement:

“**Affiliate**” means, with respect to any Person, (a) any other Person that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with such Person, or (b) an officer or director of such Person or of an Affiliate of such Person within the meaning of clause (a) of this definition. For purposes of clause (a) of this definition, without limitation, (i) a Person shall be deemed to control another Person if such Person (A) has sufficient power to enable such Person to elect a majority of the board of directors (or comparable governing body) of such Person, or (B) owns a majority of the beneficial interests in income and capital of such Person, and (ii) a Person shall be deemed to control any partnership of which such Person is a general partner.

“**Applicable Law**” means any of the Communications Act, the FCC Rules, and all other federal, state and local constitutions, laws, statutes, codes, rules, regulations, ordinances, judgments, orders, decrees and the like of any governmental entity, including common law.

“**Commencement Date**” means the Implementation Date as defined in the CSA.

“**Communications Act**” means the Communications Act of 1934, as amended, as in effect from time to time.

“**Delivered Programming**” means the programming and advertising provided by Service Provider and aired on the Station pursuant to the LLMA.

“**FCC**” means the Federal Communications Commission or any successor agency thereto.

“**FCC Licenses**” means the licenses, permits, and authorizations used or useful in the operation of the Station.

“**FCC Rules**” means the rules and published policies of the FCC as in effect from time to time.

“**Market**” means the Nielsen Designated Market Area that encompasses the Station.

“**Network**” means any national television network party to any network affiliation agreement to which Licensee is a party with respect to the Station, including, but not limited to, the CW and Bounce.

“**MVPD**” means cable television systems, direct-broadcast-satellite systems, local exchange carriers, and all other multichannel video programming distributors that distribute the signals of a television broadcast station.

“**Person**” includes, without limitation, natural persons, corporations, business trusts, associations, companies, joint ventures, and partnerships.

“**Transaction Documents**” means this Agreement, the Option Agreement, the CSA, the LLMA, and the other documents, agreements and instruments executed by the parties hereto and thereto in connection therewith (but excluding the ARA).

1.2 In addition to the defined terms in the preamble, recitals and Section 1.1 hereof, the following is a list of terms used in this Agreement and a reference to the Section or Schedule hereof in which such term is defined:

Term	Section
Designated Expenses	Schedule A
Indemnifying Party	Section 15
Initial Term	Section 11.1
Monthly Statement	Schedule A
Net Revenues	Schedule A
Operating Budget	Section 7.3
Other Expenses	Schedule A
Service Provider Premises	Schedule 6.4
Services Fee	Section 9 & Schedule A
Term	Section 11.2

2. **General Principles Governing Sharing Arrangements.** All sharing arrangements contemplated by this Agreement will be subject to, and are intended to comply in all respects with, the Communications Act, the FCC Rules and all other Applicable Law, and no such arrangement will be deemed to give Service Provider any right to control the policies, operations, management or any other matter relating to the Station.

3. **Certain Services Not to be Shared.**

3.1 **Station Licensee Personnel.** Station Licensee shall maintain for the Station sufficient personnel to comply with its obligations as a broadcast licensee under the FCC Rules. Such personnel shall include at least one managerial employee and one staff-level employee who (a) are retained, and report solely to, Station Licensee, and (b) have no involvement or responsibility with respect to the business and operation of the Service Station.

3.2 **Programming Authority.** Subject to Station Licensee’s ultimate control, authority, and power with respect to the selection and procurement of programming on the Station, and pursuant to the LLMA, Station Licensee will program at least eighty-five percent (85%) of the weekly programming on the Station and Service Provider will have the right to program up to fifteen percent (15%) of the weekly programming on the Station. Station Licensee and Service Provider shall maintain separate managerial and other personnel to carry out its selection and procurement of programming for its own respective broadcast television stations and programming time.

3.3 **No Joint Advertising Sales.** Subject to Station Licensee’s ultimate control, authority, and power with respect to advertising sales on the Station, and pursuant to the LLMA, Station Licensee will sell at least eighty-five percent (85%) of the weekly advertising time on the

Station and Service Provider will have the right to sell up to fifteen percent (15%) of the weekly advertising time on the Station. Station Licensee and Service Provider shall maintain separate managerial and other personnel to carry out its advertising sales for its own respective broadcast television stations, and in accordance with and for the term of the ARA, Station Licensee personnel will sell Service Provider's advertising time on the Station.

4. ***Licensee's Retained Authority Concerning Station Carriage by MVPDs.*** Station Licensee shall retain the authority to make elections for must-carry or retransmission consent status for all MVPDs with five thousand (5,000) or fewer subscribers. Station Licensee shall timely make retransmission consent elections (and not elect or default to must carry) with all MVPDs in the Market having five thousand (5,000) or more subscribers. Station Licensee agrees to take all commercially reasonable steps in a timely manner to assert, enforce, defend, and preserve the rights of the Station to carriage of the Station's signal by MVPDs that may exist under Applicable Law as necessary to ensure that the Station has valid and enforceable arrangements with all material MVPDs in the Market. Station Licensee shall be solely responsible for negotiating all terms and conditions, including economic consideration, and entering into any retransmission consent agreements with respect to carriage of the Station. The parties agree that Station Licensee and Programmer shall not jointly negotiate retransmission consent agreements with respect to carriage of the Station.

5. ***Station Licensee Control.*** Notwithstanding anything to the contrary in this Agreement, and without limiting the generality of Sections 3 and 4 above, the parties hereto acknowledge and agree that during the Term, Station Licensee shall maintain ultimate control and authority over the Station, including, specifically, control and authority over each Station's operations, finances, personnel and programming. Without limiting the generality of the foregoing, nothing contained in this Agreement shall be deemed to limit the control and authority of Station Licensee with respect to the selection, development and acquisition of any and all programming to be broadcast over the Station. Service Provider shall not represent, warrant or hold itself out as the FCC licensee of the Station.

6. ***Shared Services.*** Subject to Section 5 above and subject in all respects to Station Licensee's ultimate supervision and control, Service Provider agrees to provide to Station Licensee the following services to support the business and operation of the Station commencing on the Commencement Date; *provided*, that such supervision and control shall not be deemed to permit Station Licensee to expand in any material respect the obligations of Service Provider or to require Service Provider to incur any material additional obligation or liability hereunder:

6.1 ***Technical Services; Master Control and Traffic/Continuity; Equipment.*** Service Provider shall monitor, assist, and provide other technical services and equipment as reasonably necessary in connection with the operations of the Station, including the following services:

(a) Service Provider shall make available to Station Licensee, on an independent contractor basis, a staff engineer employed by Service Provider to serve as the chief operator of the Station and assist the Station in fulfilling its duties as specified by the FCC Rules,

including in connection with the operation of the Station on the Shared Channel (as defined in, and in accordance with, the CSA);

(b) Service Provider shall provide master control services, including the collection, preparation, and playback of all programming, commercial, and interstitial content for the Station, other traffic and continuity support, and Emergency Alert System monitoring;

(c) To the extent that Station Licensee maintains technical equipment and facilities in connection with the operation of the Station notwithstanding the Shared Transmission Facilities (as defined in, and in accordance with, the CSA), Service Provider shall perform monitoring, maintenance, and repair of such equipment and facilities; and

(d) Service Provider shall make available to Station Licensee the use of certain equipment and facilities (to the extent that use is not already provided for as Shared Transmission Facilities in accordance with the CSA) that may be located within the Market and owned by Service Provider sufficient to ensure and enable Station Licensee to conduct broadcast operations of the Station consistent with, and pursuant to, the FCC Rules and the Communications Act.

6.2 **Website Services.** Subject to Section 3.3 above, Service Provider shall maintain and operate any website associated with the Station, including the current website for the Station (and its corresponding domain name). Without limiting the generality of the foregoing, in connection with its technical support of the operation of such website, upon the request of Station Licensee, Service Provider shall provide reasonably customary enhancements, including applications and widgets, to enhance the user experience and increase the functionality of such Station website.

6.3 **Back-Office and Related Support Services; Billing, Collections.** Service Provider shall provide reasonable and customary back-office support services with respect to the business of the Station, including with respect to research, accounting, billing, and other similar, related services, all in a manner consistent with Service Provider's own practices. In addition, unless otherwise agreed by the parties, Service Provider shall collect the accounts receivable of the Station, excluding receivables attributable to amounts earned prior to the Commencement Date. No later than the fifteenth (15th) day of each calendar month during the Term, Service Provider shall deliver to Station Licensee a statement (the "**Service Provider Monthly Statement**") setting forth the total aggregate amount collected on behalf of the Station Licensee for the preceding calendar month. Except as the parties may otherwise agree, Service Provider shall remit such amount to Service Licensee with such Service Provider Monthly Statement.

6.4 **License of Office Space.** Service Provider hereby licenses to Station Licensee office space, equipment, and furnishings to allow Station Licensee to establish the main studio of the Station and for the employees of Station Licensee at the Station to conduct the business and operations of the Station, all as further described in **Schedule 6.4** hereto.

6.5 **Station Promotion, Business Strategy.**

(a) At such times and upon Station Licensee's request, Service Provider shall provide general advice on the promotion of the Station, marketing and sales strategies for the Station and other strategies and measures to promote the efficient growth of the Station's sales and business development.

(b) In all events in accordance with, and subject to Section 3.3 hereof and except as provided in the LLMA (i) Service Provider shall have no right to sell advertising availabilities on the Station and shall not hold himself out to third parties as a sales agent of Station Licensee or of the Station and (ii) Station Licensee shall retain the ultimate authority to set prices for the advertising sales of the Station and to conduct and manage such sales.

7. **Station Licensee Responsibilities.** Station Licensee, at its expense, shall be responsible for and perform the following obligations with respect to the business and operations of the Station during the Term, in accordance with and subject to the following provisions:

7.1 **Station Operations; Compliance.** Station Licensee shall be responsible for, and with the assistance of Service Provider where requested shall comply in all material respects with, all applicable provisions of the Communications Act, the FCC Rules and all other Applicable Law with respect to the operation of the Station, including, without limitation ensuring that such records and information required by the FCC Rules are placed in the public inspection files of the Station pertaining to the sale of political programming and advertisements, in accordance with the provisions of Sections 73.1940 and 73.3526 of the FCC Rules, and to the sale of sponsored programming addressing political issues or controversial issues of public importance, in accordance with the provisions of Section 73.1212 of the FCC Rules. Station Licensee shall file in a timely and complete manner all reports and applications required to be filed with the FCC or any other governmental body.

7.2 **Insurance; Employees.** Station Licensee shall maintain in effect policies of insurance insuring the assets and the business of the Station in accordance with good industry practices. Station Licensee shall comply in all material respects with applicable federal, state and local laws relating to the employment of the Station employees, including, without limitation, those relating to the payment of wages, withholding of taxes, workers' compensation insurance, labor and employment relations and discrimination.

7.3 **Operating Budget.** Station Licensee shall be responsible for payment of and shall pay all operating costs of the Station (excluding those costs to be borne by Service Provider under Section 10 below), including the Services Fee, the Designated Expenses, the Other Expenses, and any other expenses, distributions or payment obligations with respect to the operation of the Station. Promptly following the Commencement Date, but in no event more than thirty (30) days thereafter, Station Licensee shall provide Service Provider a copy of the operating budget of the Station (the "**Operating Budget**"), which shall reflect Station Licensee's good faith budget of reasonable and customary capital and other expenses necessary to the operations of the Station and not otherwise contemplated by the Designated Expenses, as determined by Station

Licensee in its sole and absolute discretion. Station Licensee shall provide updated copies of the Operating Budget each year during the Term, identifying adjustments from year to year.

7.4 **Music Rights Payments.** Subject to the obligations of Service Provider pursuant to the LLMA, Station Licensee shall pay when due all music rights payments (including, without limitation, music performance rights, synchronization rights, and master use rights), if any, in connection with the broadcast and/or transmission of all announcements and programming on the Station.

7.5 **Certain Programming Costs.** Station Licensee shall be solely responsible for all costs and expenditures associated with the procuring of programming to be aired on the Station, other than those associated with the Delivered Programming. Station Licensee shall pay over to Service Provider all funds received by Station Licensee each year from the Network and any other program syndicator or supplier for promotion of the Network and other programming on other stations or media, and Service Provider shall use all such funds solely for their intended promotional or other similar purposes. Station Licensee shall cooperate with Service Provider in filing any necessary forms or reports required to obtain co-op reimbursement or other funds to which Service Provider is entitled under this Section 7.5.

7.6 **Preservation of FCC Licenses and Agreements.** Station Licensee shall not take any action or unreasonably omit to take any action that would be reasonably likely to result in a (i) revocation, non-renewal or material impairment of the FCC Licenses or (ii) material breach or default under the terms of the CSA or any of the other agreements to which Station Licensee is a party on and as of the date hereof.

8. **Access to Information.** Service Provider shall furnish to Station Licensee upon request any other information that is reasonably necessary to enable Station Licensee to prepare any records or reports required by the FCC or other governmental entities. Nothing in this Section 8 shall entitle Station Licensee to review the internal corporate or financial records of Service Provider. Station Licensee shall keep confidential any information obtained from Service Provider in connection with this Agreement, except as and to the extent required by Applicable Law. If this Agreement is terminated, Station Licensee shall return to Service Provider all information obtained by it from Service Provider in connection with this Agreement. This Section 8 shall survive any termination or expiration of this Agreement for a period of three (3) years.

9. **Services Fee.** In consideration for the services to be provided to Station Licensee by Service Provider pursuant to this Agreement, Station Licensee shall pay to Service Provider with respect to each calendar month during the term of this Agreement an amount equal to the “**Services Fee**” as set forth in **Schedule A** hereto. The Services Fee shall be payable monthly, in arrears, as set forth in **Schedule A** hereto and shall be prorated on a daily basis for the first and last months during which this Agreement is in effect.

10. **Service Provider Costs.** Service Provider shall be solely responsible for the salaries, taxes and related costs for all personnel employed by Service Provider who are used by Service Provider in the performance of Service Provider’s obligations hereunder, including, without limitation, any publicity or promotional expenses incurred in performing its obligations hereunder.

11. ***Term of Agreement.***

11.1 ***Initial Term.*** This Agreement shall be effective commencing on and as of the Commencement Date and shall continue until the eighth (8th) anniversary of the Commencement Date, unless earlier terminated in accordance with Section 14 below (the “***Initial Term***”).

11.2 ***Renewal Term.*** This Agreement shall be renewed automatically for successive eight-year renewal terms (the Initial Term and any such renewal term hereinafter referred to as the “***Term***”) unless either party provides the other party with written notice of nonrenewal at least eighteen (18) months prior to the expiration of the then-current Term.

12. ***Representations and Warranties of Station Licensee.*** Station Licensee represents and warrants to Service Provider as follows:

12.1 ***Authorization and Binding Obligation.*** The execution, delivery, and performance of this Agreement by Station Licensee have been duly authorized by all necessary organizational action on the part of such party. This Agreement has been duly executed and delivered by Station Licensee and constitutes the legal, valid, and binding obligation of such party, enforceable against it in accordance with its terms except as the enforceability thereof may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium, insolvency, reorganization, or other similar laws of general application affecting the enforcement of creditors’ rights or by general principles of equity limiting the availability of equitable remedies.

12.2 ***Absence of Conflicting Agreements or Consents.*** The execution, delivery, and performance by Station Licensee of this Agreement (with or without the giving of notice, the lapse of time, or both): (a) will not conflict with the organizational documents of Station Licensee; (b) to the actual knowledge of Station Licensee or its respective Affiliates, does not conflict with, result in a breach of, or constitute a default under any law, judgment, order, ordinance, injunction, decree, rule, regulation, or ruling of any court or governmental instrumentality applicable to Station Licensee; (c) does not conflict with, constitute grounds for termination of, result in a breach of, constitute a default under, or accelerate or permit the acceleration of any performance required by the terms of any agreement, instrument, license, or permit to which Station Licensee is a party or by which it is bound as of the date of this Agreement; and (d) will not create any claim, lien, charge, or encumbrance upon any of the assets of the Station owned by Station Licensee.

13. ***Representations and Warranties of Service Provider.*** Service Provider represents and warrants to Station Licensee as follows:

13.1 ***Authorization and Binding Obligation.*** The execution, delivery, and performance of this Agreement by Service Provider have been duly authorized by all necessary organizational action on the part of such party. This Agreement has been duly executed and delivered by Service Provider and constitutes the legal, valid, and binding obligation of such party, enforceable against it in accordance with its terms except as the enforceability thereof may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium, insolvency,

reorganization or other similar laws of general application affecting the enforcement of creditors' rights or by general principles of equity limiting the availability of equitable remedies.

13.2 ***Absence of Conflicting Agreements and Required Consents.*** The execution, delivery, and performance by Service Provider of this Agreement (with or without the giving of notice, the lapse of time, or both): (a) will not conflict with the organizing documents of Service Provider; (b) to the actual knowledge of Service Provider or its Affiliates, does not conflict with, result in a breach of, or constitute a default under, any law, judgment, order, ordinance, injunction, decree, rule, regulation, or ruling of any court or governmental instrumentality applicable to Service Provider; and (c) does not conflict with, constitute grounds for termination of, result in a breach of, constitute a default under, or accelerate or permit the acceleration of any performance required by the terms of, any agreement, instrument, license or permit to which Service Provider is a party or by which it is bound as of the date hereof.

14. ***Termination.***

14.1 ***Mutual Agreement.*** This Agreement may be terminated at any time by mutual agreement of the parties hereto.

14.2 ***Option Closing.*** This Agreement shall terminate as of the time immediately following the Option Closing (as such term is defined in the Option Agreement).

14.3 ***Termination by Station Licensee or Service Provider.*** This Agreement may be terminated by Station Licensee or Service Provider, by written notice to the other, upon the occurrence of any of the following events; *provided* that any such termination shall be effective as of the date thirty (30) days after such notice:

(a) this Agreement or any Transaction Document has been declared invalid under Applicable Law or illegal in whole or substantial part by an order or decree of an administrative agency or court of competent jurisdiction which is not subject to appeal or further administrative or judicial review, and the parties, acting in good faith, are unable to agree upon a modification of the Agreement or the Transaction Documents so as to cause the Agreement or other Transaction Document to comply with Applicable Law; or

(b) there has been a change in the Communications Act or the FCC Rules that causes this Agreement and the Transaction Documents in their entirety to be in violation thereof and the applicability of such change is not subject to appeal or further administrative review; and the parties, acting in good faith, are unable to agree upon a modification of the Agreement or the Transaction Documents so as to cause the Agreement or other Transaction Document to comply with the Communications Act or the FCC Rules as so changed.

14.4 ***Termination by Service Provider.*** This Agreement may be terminated by Service Provider, by written notice to Station Licensee, upon the occurrence of any of the following events, *provided* that any such termination shall be effective as of the date thirty (30) days after such notice and *provided further* that if there is an exercise of the Option (as defined in the Option Agreement) under the Option Agreement prior to any such termination or during the

30-day period thereafter, the termination hereunder shall not be effective until either of (i) the time immediately following the Option Closing (as defined in the Option Agreement) or (ii) the date of the termination of the Option Agreement:

(a) if Service Provider is not then in material breach and Station Licensee is in material breach under this Agreement (other than a breach by Station Licensee of any of its payment obligations hereunder) or any Transaction Document and if the breach can reasonably be cured within thirty (30) days, Station Licensee has failed to cure such breach within thirty (30) days after receiving written notice of such breach from Service Provider, or if Service Provider is not then in material breach and Station Licensee breaches any of its payment obligations to Service Provider (other than any such payment obligation that is being contested in good faith) which breach shall not have been cured within thirty (30) days after receiving written notice of such breach from Service Provider;

(b) if Station Licensee or any Affiliate of Station Licensee makes a general assignment for the benefit of creditors, files, or has filed against it, a petition for bankruptcy, reorganization or an arrangement for the benefit of creditors, or for the appointment of a receiver, trustee, or similar creditor's representative for the property or assets of Station Licensee or any Affiliate of Station Licensee under any federal or state insolvency law which, if filed against Station Licensee or any Affiliate of Station Licensee, has not been dismissed within thirty (30) days thereof; or

(c) upon and at any time following termination of any Transaction Document.

14.5 Termination by Station Licensee. This Agreement may be terminated by Station Licensee, by written notice to Service Provider, upon the occurrence of any of the following events, *provided* that any such termination shall be effective as of the date thirty (30) days after such notice and *provided further* that if there is an exercise of the Option under the Option Agreement prior to any such termination or during the 30-day period thereafter, the termination hereunder shall not be effective until either of (i) the Option Closing or (ii) the date of the termination of the Option Agreement:

(a) if Station Licensee is not then in material breach and Service Provider is in material breach under this Agreement or any Transaction Document and if the breach can reasonably be cured within thirty (30) days, Service Provider has failed to cure such breach within (30) days after receiving written notice of such breach from Station Licensee;

(b) if Service Provider or any of its Affiliates makes a general assignment for the benefit of creditors, files, or has filed against it a petition for bankruptcy, reorganization or an arrangement for the benefit of creditors, or for the appointment of a receiver, trustee, or similar creditor's representative for the property or assets of Service Provider or any of its Affiliates under any federal or state insolvency law which, if filed against Service Provider or any of its Affiliates, has not been dismissed within thirty (30) days thereof; or

(c) upon and at any time following termination of any Transaction Document.

14.6 ***Certain Matters Upon Termination.*** Sections 8, 14.6, 15, 16 and 17 shall survive the expiration or termination of this Agreement and the expiration or termination of this Agreement will not limit or impair any party's rights to receive payments due and owing hereunder on or before the effective date of such termination.

15. ***Indemnification.*** Each party (the "***Indemnifying Party***") shall indemnify, defend and hold harmless the other party, its parents, affiliates and subsidiaries, and its and their officers, directors, shareholders, members, managers, employees and agents, from and against any losses, settlements, claims, actions, suits, proceedings, judgments, awards, liabilities, costs and expenses (including reasonable attorneys' fees) resulting from any third-party claim as a result of (a) any negligent or more culpable act or omission of the Indemnifying Party in connection with the performance of its obligations under this Agreement; or (b) any breach of this Agreement by the Indemnifying Party.

16. ***Limitation on Liability.***

16.1 EXCEPT AS OTHERWISE PROVIDED IN SECTION 16.3, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

16.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 16.3, IN NO EVENT WILL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO SERVICE PROVIDER PURSUANT TO THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

16.3 The exclusions and limitations in Section 16.1 and Section 16.2 shall not apply to:

(a) damages or other liabilities arising out of or relating to a party's failure to comply with its obligations under Section 17.6 (Confidentiality);

(b) a party's indemnification obligations under Section 15 (Indemnification);

(c) damages or other liabilities arising out of or relating to a party's gross negligence, willful misconduct or intentional acts; and

(d) death or bodily injury or damage to real or tangible personal property resulting from a party's negligent acts or omissions.

17. **Miscellaneous.**

17.1 **Assignment or Transfer of Control; Benefit; Binding Effect; Use of Agents.**

(a) Neither party may assign or transfer control of this Agreement or delegate its obligations under this Agreement without the prior written consent of the other party, and any attempted assignment without such consent shall be null and void. Notwithstanding the foregoing or any other provision to the contrary contained herein, Service Provider may assign or transfer control of its rights and obligations under this Agreement, without the consent of Station Licensee but upon written notice to Station Licensee, to (i) any Affiliate of Service Provider or (ii) any Person in connection with Service Provider's exercise of the Option (as defined in the Option Agreement), and subject to the consummation of the transactions contemplated thereby.

(b) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Any permitted assignee of a party hereto shall be a party to this Agreement for all purposes hereof.

(c) Notwithstanding anything to the contrary contained herein, Service Provider shall have the right to designate agents or otherwise subcontract with any third party to perform all or any portion of its obligations under the Agreement; *provided, however*, that Service Provider shall provide prior written notice to Station Licensee of any designation or subcontract pursuant to the foregoing and, *provided further*, that Station Licensee shall not be obligated to pay any amounts owing to Service Provider under this Agreement to any such third party and shall continue to pay all such amounts directly to Service Provider and, *provided further*, that Service Provider shall not be relieved of any of its obligations hereunder as a result of entering into any such arrangements with third parties.

17.2 **Force Majeure.** Neither party shall be liable to the other for any default or delay in the performance of its non-monetary obligations under this Agreement to the extent that the default or delay is caused by an event outside of its reasonable control, including without limitation fire, flood, earthquake, war, act of terrorism, labor dispute, government or court action (except with respect to bankruptcy or insolvency proceedings), failure of facilities or act of God.

17.3 **Unenforceability.** If one or more provisions of this Agreement or the application thereof to any Person or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other Persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by Applicable Law, except that, if such invalidity or unenforceability should change the basic economic positions of the parties hereto, they shall negotiate in good faith such changes in other terms as shall be practicable in order to restore them to their prior positions. In the event that the FCC alters or modifies its rules or policies in a fashion which would raise substantial and material

questions as to the validity of any provision of this Agreement, the parties shall negotiate in good faith to revise any such provision of this Agreement, as applicable, in an effort to comply with all applicable FCC Rules while attempting to preserve the intent of the parties as embodied in the provisions of this Agreement. The parties hereto agree that, upon the request of either of them, they will join in requesting the view of the staff of the FCC, to the extent necessary, with respect to the revision of any provision of this Agreement in accordance with the foregoing.

17.4 **Notices.** All notices, demands, and requests required or permitted to be given under the provisions of this Agreement shall be (a) in writing, (b) delivered by personal delivery, or sent by commercial delivery service or registered or certified mail, return receipt requested, (c) deemed to have been given on the date of personal delivery or the date set forth in the records of the delivery service or on the return receipt, and (d) addressed as set forth on **Schedule 17.4.**

17.5 **Governing Law; Submission to Jurisdiction.** This Agreement shall be construed and governed in accordance with the laws of New York without reference to the conflict of laws principles thereof that would cause the application of the laws of any jurisdiction other than the State of New York. Each of the parties irrevocably agrees that any legal action or proceeding arising out of or relating to this Agreement brought by the other party or its successors or assigns shall be brought and determined in any New York State or federal court sitting in the Borough of Manhattan in The City of New York (or, if such court lacks subject matter jurisdiction, in any appropriate New York State or federal court), and each of the parties hereby irrevocably submits to the exclusive jurisdiction of the aforesaid courts for itself and with respect to its property, generally and unconditionally, with regard to any such action or proceeding arising out of or relating to this Agreement and the transactions contemplated hereby. Each of the parties agrees not to commence any action, suit or proceeding relating thereto except in the courts described above in New York, other than actions in any court of competent jurisdiction to enforce any judgment, decree or award rendered by any such court in New York as described herein.

17.6 **Confidentiality.** Subject to the requirements of Applicable Law, each party hereto agrees that it will not at any time during or after the termination of this Agreement disclose to others or use, except as duly authorized in connection with the conduct of the business or the rendering of services hereunder, any secret or confidential information of the other parties hereto. To the extent required by the Communications Act or the FCC Rules, each party may file with the FCC or place a copy of this Agreement in its public inspection file and shall consult with and agree upon the confidential and proprietary information herein that shall be redacted from such copy.

17.7 **Press Release.** No party hereto shall publish any press release, make any other public announcement or otherwise communicate with any news media concerning this Agreement or the transactions contemplated hereby without the prior written consent of the other party hereto; *provided, however,* that nothing contained herein shall prevent any party from promptly making all filings with governmental authorities as may, in its judgment, be required or advisable in connection with the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby.

17.8 **No Partnership or Joint Venture.** This Agreement is not intended to be, and shall not be construed as, an agreement to form a partnership or a joint venture between the parties. Except as specifically provided in this Agreement, or as otherwise agreed to in writing by the parties, no party shall be authorized to act as an agent of or otherwise to represent any other party hereto.

17.9 **Further Assurances.** The parties hereto shall take any actions and execute any other documents that may be necessary or desirable to the implementation and consummation of this Agreement.

17.10 **Captions.** The captions used in this Agreement are for convenience of reference only, do not constitute a part of this Agreement and will not be deemed to limit, characterize or in any way affect any provision of this Agreement, and all provisions of this Agreement will be enforced and construed as if no caption had been used in this Agreement.

17.11 **Other Definitional Provisions.** The terms “hereof,” “herein” and “hereunder” and terms of similar import will refer to this Agreement as a whole and not to any particular provision of this Agreement. Section references contained in this Agreement are references to Sections in this Agreement, unless otherwise specified. Each defined term used in this Agreement has a comparable meaning when used in its plural or singular form. Each gender-specific term used in this Agreement has a comparable meaning whether used in a masculine, feminine or gender-neutral form. Whenever the term “including” is used in this Agreement (whether or not that term is followed by the phrase “but not limited to” or “without limitation” or words of similar effect) in connection with a listing of items within a particular classification, that listing will be interpreted to be illustrative only and will not be interpreted as a limitation on, or an exclusive listing of, the items within that classification.

17.12 **Entire Agreement; Amendment; Waiver.** This Agreement and any attachments and Schedules hereto (which are hereby incorporated by reference and made a part hereof), the Option Agreement, the CSA, the LLMA, and the ARA collectively represent the entire understanding and agreement among the parties hereto with respect to the subject matter hereof and thereof and supersede all prior agreements with respect to the subject matter hereof and thereof. Notwithstanding anything to the contrary contained herein or in any of the other Transaction Documents or the ARA, the parties acknowledge and agree that Service Provider may offset any amount owed by Station Licensee to Service Provider pursuant to this Agreement as a credit against any amount owed by Service Provider to Station Licensee pursuant to any other Transaction Document and/or the ARA. No term or provision hereof may be changed, modified, amended, terminated or discharged (other than in accordance with its terms), in whole or in part, except by a writing which is dated and signed by the parties hereto. No waiver of any of the provisions or conditions of this Agreement or of any of the rights, powers or privileges of a party shall be effective or binding unless in writing and signed by the party claimed to have given or consented to such waiver.

17.13 **Costs and Expenses.** Except as otherwise specifically provided herein, Service Provider on the one hand, and Station Licensee on the other, will each pay its own costs and expenses (including attorneys’ fees, fees of advisors, accountants’ fees, and other professional

fees and expenses) in connection with the negotiation, preparation, execution, delivery, and performance of this Agreement.

17.14 ***Specific Performance.*** The parties hereby agree that the services to be provided hereunder are unique and that substitutes therefor cannot be purchased or acquired in the open market. For that reason, either party would be irreparably damaged in the event of a material breach of this Agreement by the other party. Accordingly, to the extent permitted by the Communications Act and the FCC Rules then in effect, either party may request that a decree of specific performance be issued by a court of competent jurisdiction, enjoining the other party to observe and to perform such other party's covenants, conditions, agreements and obligations under this Agreement, and each party hereby agrees neither to oppose nor to resist the issuance of such a decree on the grounds that there may exist an adequate remedy at law for any material breach of this Agreement.

17.15 ***No Third-Party Beneficiaries.*** This Agreement shall not confer any rights or remedies upon any person or entity other than the Parties hereto and their respective successors and permitted assigns, other than any person or entity entitled to indemnity under Section 15.

17.16 ***Counterparts.*** This Agreement may be executed in one (1) or more counterparts each of which shall be deemed to be an original, but all of which together shall constitute one (1) and the same instrument. Any such counterpart signature page may be delivered by electronic means, including by facsimile or email in PDF or other image form, and shall become binding on the delivering Party upon receipt by the other Party.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF the parties have executed this Shared Services Agreement on the date first written above.

STATION LICENSEE:

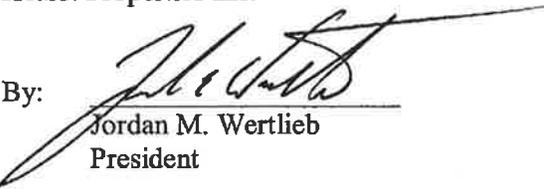
Greensboro TV, LLC

By: 

David A. Hanna
President

SERVICE PROVIDER:

Hearst Properties Inc.

By: 

Jordan M. Wertlieb
President

SCHEDULE A SERVICES FEES

For each calendar month during the Term, Station Licensee shall pay, or shall cause to be paid, to Service Provider the Services Fee as defined below.

1. **Services Fee.** The “*Services Fee*” to be paid each month shall be the lesser of:

(a) \$166,667, or
(b) Net Revenues less the Channel Sharing Fee (as defined in the CSA),
for the applicable month.

2. **Station Expenses and Payments.**

2.1 Any expenses incurred by Station Licensee that do not constitute Designated Expenses or Other Expenses (including obligations pursuant to any credit or loan facility) shall remain solely the obligation of Station Licensee.

2.2 For purposes of this Agreement:

(c) “**Designated Expenses**” shall mean the sum of the actual out-of-pocket payments and expenses of Station Licensee for the following: (i) salaries, wages and commissions and all associated payroll taxes and benefits, as applicable for (A) up to two of the Station’s full-time employees, one of whom shall be the general sales manager, (B) any accounting and human resource services, and (C) a sales force for the Station reasonable and customary in size for the Station, with all at reasonable and customary rates for such employees or services, (ii) expenses related to FCC filings with respect to the Station and other expenses for compliance with FCC Rules and other Applicable Law in connection with the operation of the Station, including reasonable and customary attorneys’ fees of Station Licensee incurred in connection therewith, (iii) premiums and other expenses relating to any insurance that Station Licensee is required to maintain pursuant to the terms of this Agreement or the Option Agreement, (iv) all music rights payments required to be paid by Station Licensee (including music performance rights, synchronization rights, and master use rights), in connection with the broadcast and/or transmission of all announcements and programming on the Station, including advertisements (but excluding the Delivered Programming, which shall be the responsibility of Service Provider), (v) all payments for the acquisition or licensing of programming during the Term, including television network payments, (vi) all agency, buying service or other sales commissions in respect of advertisements, sponsorships and paid programming sold in respect of the Station, (vii) the costs of negotiating retransmission consent agreements and any costs of collecting payments thereunder, and (viii) a management services fee payable to an affiliate of Station Licensee in an amount up to \$1,667 per month.

(b) “**Other Expenses**” shall mean actual out-of-pocket payments and expenses that are reasonably necessary or customary in the operation and maintenance of the Station, which have been consented to in advance by Service Provider.

(c) “**Net Revenues**” shall mean the Station Revenues less Designated Expenses and Other Expenses. Notwithstanding anything to the contrary herein, Net Revenues shall exclude amounts received or paid under the Excluded Contracts (as defined in the Option Agreement).

(d) “**Station Revenues**” shall mean, collectively, (i) all cash actually received and the market value of any trade compensation for advertisements, sponsorships and paid programming sold in respect of the Station, including any commissions under the ARA, (ii) all cash actually received for any network compensation or other similar payments or otherwise paid in respect of the Station or its programming, and (iii) all cash actually received for any retransmission fees or copyright royalties or other similar payments or otherwise paid in respect of the Station or its programming or pursuant to any retransmission consent agreements. Notwithstanding the foregoing, Station Revenues shall not include cash received related to receivables attributable to amounts earned prior to the Commencement Date.

3. **Administration and Payment of Services Fee.** No later than the thirtieth (30th) day of each calendar month during the Term, Station Licensee shall deliver to Service Provider a statement (the “**Monthly Statement**”) setting forth the total aggregate amount of the Net Revenues for the preceding calendar month. Except as the parties may otherwise agree, the Services Fee shall be due and payable in conjunction with such Monthly Statement. The parties will work together in good faith to prorate any Services Fee payment for a partial month.

4. **Incorporation.** The terms of this **Schedule A** are hereby incorporated by reference into the Agreement.

SCHEDULE 6.4
ADDITIONAL TERMS OF OFFICE LICENSE

Pursuant to the terms and subject to the conditions of this Agreement, Service Provider shall provide Station Licensee with office space, equipment, and furnishings in the studio and business facilities of the Service Station (the “*Service Provider Premises*”) in such locations as specified by Service Provider in Service Provider’s sole discretion and otherwise as follows. Capitalized terms not otherwise defined in this Schedule have the meanings ascribed to them in this Agreement.

1. During the Term, Service Provider shall provide to Station Licensee’s employees and agents, at no additional cost, the non-exclusive right, in common with Service Provider, to access and use of space and facilities in the applicable Service Provider Premises, including furnishings and office equipment for a main studio for the Station and to otherwise satisfy the applicable “main studio” requirements under the FCC Rules at such locations in or near the Service Provider Premises, the grant of such rights as may be mutually acceptable to Service Provider and Station Licensee and in accordance with the FCC Rules, so long as the provision of such space and the use of such equipment do not unreasonably interfere with the conduct of Service Provider’s business or operations, in Service Provider’s sole discretion. Station Licensee acknowledges and agrees that (i) it inspected and accepts the Service Provider Premises in their “as is” condition, without any representations or warranties by Service Provider, or anyone acting or purporting to act on behalf of Service Provider, as to the present or future condition of such Service Provider Premises; and (ii) Service Provider shall have no obligation to perform any work or improvements therein, except as specifically set forth in this Agreement.

2. During the Term, Service Provider shall give Station Licensee and its agents a nonexclusive and unrestricted right of access, in common with Service Provider, to the space provided for Station Licensee at the Service Provider Premises under Section 1 of this *Schedule 6.4* at all times, subject only to Service Provider’s reasonable security procedures and rules applicable to its own employees, as the Station Licensee reasonably requires for the conduct of the business of the Station and to fulfill its obligations as an FCC licensee. Station Licensee will at all times comply with the rules and regulations in effect from time to time with respect to the Service Provider Premises, including, without limitation, any rules and regulations regarding access to the Service Provider Premises. Station Licensee shall not use the Service Provider Premises for any other purposes other than set forth in Section 6.4 of this Agreement without the prior written consent of Service Provider. Station Licensee shall use and occupy the Service Provider Premises in compliance with all Applicable Laws, ordinances, requirements and regulations of any applicable governmental authority and in accordance with all superior leases, mortgages, deeds of trust and encumbrances of record. Station Licensee shall not do or permit to be done any act or thing upon the Service Provider Premises which would violate any applicable laws, ordinances, rules and/or regulations, or the terms of any recorded documents, or invalidate or be in conflict with a standard all-risk insurance policy, or use the Service Provider Premises in a manner which shall increase the rate of fire insurance on the building. The rights granted under this Section shall include the incidental benefit

and reasonable right of use of utilities (heat, water, electricity) provided for purposes of Service Provider's own operations. In addition, Service Provider shall provide separate and, to the extent reasonably practicable, lockable office facilities for use by Station Employees in such locations as determined by Service Provider in Service Provider's sole discretion and, subject to Service Provider's reasonable prior approval, shall permit Station Licensee to install appropriate signs on the inside and outside of the Service Provider Premises (consistent with applicable local requirements governing such signage, if any, and the overall appearance of the Service Provider Premises) identifying Station Licensee as the licensee of the Station. No alterations, improvements or additions may be made to the Service Provider Premises without the prior written consent of Service Provider, in its sole and absolute discretion. During the Term, Station Licensee, at Station Licensee's sole cost and expense, shall maintain and take good care of the portion of the Service Provider Premises being utilized by Station Licensee, including the fixtures and appurtenances therein, if any, and shall preserve them in good working order and condition.

3. Station Licensee shall be given a transition period ("***Transition-Tail Period***") of one hundred eight (180) days following the expiration or notice of termination of this Agreement in which to relocate the operations of the main studio of the Station and shall surrender the Service Provider Premises at such time in vacant, clean, good order and condition, in substantially the same condition as Station Licensee received such Service Provider Premises upon commencement of the Initial Term (including removing all signage installed by Station Licensee and all items of personal property), subject only to reasonable ordinary wear and tear. Service Provider shall repair and restore, or cause Station Licensee to repair and restore, in Service Provider's sole discretion and at Station Licensee's sole cost and expense, the Service Provider Premises in a good and workmanlike manner to good condition any damage to the Service Provider Premises caused by such removal. All costs incurred by Station Licensee with respect to relocating the operations of the main studio of the Station following such termination shall be paid by Station Licensee. During such Transition-Tail Period, Station Licensee shall have access to the Service Provider Premises in the same manner as during the Term. Such Transition-Tail Period may be lengthened upon such terms and conditions as may be mutually agreeable to the parties in writing. If Station Licensee holds over beyond the expiration of the Transition-Tail Period, then, in addition to all other rights and remedies of Service Provider provided by Applicable Law or by the terms of this Agreement, Station Licensee shall pay to Service Provider an amount equal to the Services Fee last payable by Station Licensee under this Agreement prior to termination of this Agreement, pro-rated as a monthly amount, for each month or partial month of such holdover; *provided*, that, in such event, at any time, Service Provider, without waiving any other remedy that it may have, may use legal process to enter upon, take possession of the Service Provider Premises and expel or remove Station Licensee and any other person in occupancy thereof from the Service Provider Premises. In addition to Service Provider's rights and remedies set forth in this agreement, Station Licensee shall also be liable for and shall indemnify Service Provider against all loss, damage, liability, cost or expense of any nature (including but not limited to consequential damages and attorneys' fees) incurred by Service Provider as a result of such failure to timely vacate the Service Provider Premises. Nothing contained in

this Agreement shall be deemed a consent by Service Provider to the holding over by Station Licensee, nor a waiver of any other remedy which may be available to Service Provider. The obligations of Station Licensee under this Section 3 of *Schedule 6.4* shall survive the termination of this Agreement.

4. Station Licensee shall not assign its rights under this *Schedule 6.4* or sublet or permit the occupancy or use of Service Provider Premises by any Person or entity other than Station Licensee, except as otherwise permitted under this Agreement.

5. Without the necessity of any additional document being executed by Station Licensee for the purpose of effecting a subordination, this Agreement shall be subject and subordinate at all times to ground or underlying leases and to the lien of any mortgages or deeds of trust now or hereafter placed on, against or affecting the Service Provider Premises, Station Licensee's interest or estate in the Service Provider Premises, or any ground or underlying lease; *provided*, that if the lessor, mortgagee, trustee, or holder of any such mortgage or deed of trust elects to have Station Licensee's interest in this Agreement be superior to any such instrument, then, by notice to Station Licensee, this Agreement shall be deemed superior, whether this Agreement was executed before or after said instrument. Notwithstanding the foregoing, Station Licensee covenants and agrees to execute and deliver within ten (10) days of delivery of Service Provider's request such further instruments evidencing such subordination or superiority of this Agreement as may be required by Service Provider. Within ten (10) days following delivery of any written request which Service Provider may make from time to time, Station Licensee shall execute and deliver to Service Provider or mortgagee or prospective mortgagee a sworn statement certifying such matters as may be requested by Service Provider.

6. With respect to any Service Provider Premises that are subject to a lease agreement with a third party, if applicable, Station Licensee's rights under this *Schedule 6.4* shall automatically terminate upon the termination for any reason (including by reason of casualty or condemnation) of any superior lease for the Service Provider Premises. Station Licensee shall occupy the Service Provider Premises in compliance with any superior lease. Station Licensee shall have no rights under the superior lease for the Service Provider Premises, including any assignment or subletting, extension, renewal, first offer or purchase rights. Service Provider shall not be responsible for the failure of lessor or other counterparty to the superior lease for the Service Provider Premises to provide any services or utilities or access to the Service Provider Premises; *provided*, that to the extent of any failure of services, utilities or access, Service Provider shall use reasonable efforts to obtain such services, utilities or access from its landlord.

7. Station Licensee shall indemnify, defend and hold harmless Service Provider and each of its affiliates, members, shareholders, officers, directors, employees, agents, contractors and subcontractors from and against all claims, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees, costs and expenses) arising from any act or omission of Station Licensee or its agents, employees, contractors or subcontractors in or about the Service Provider Premises. Station Licensee agrees to use and occupy the Service Provider Premises at Station Licensee's own risk; and neither

Licensor nor its affiliates, members, shareholders, officers, directors, employees, agents, contractors, subcontractors, agents and representatives shall have any responsibility or liability for any loss of or damage to other fixtures, installations or personal property of Station Licensee. Station Licensee shall neither assert nor seek to enforce any claim for breach of this agreement against any of Service Provider's assets other than Service Provider's interest in the Service Provider Premises. Neither Service Provider, nor any successor holder of Service Provider's interest hereunder nor any indemnified party, shall ever be personally liable for any such liability. In no event shall Service Provider and any other indemnified party be liable for any indirect, incidental, consequential, special, reliance or punitive damages.

8. The terms of this *Schedule 6.4* are hereby incorporated by reference into the Agreement.

SCHEDULE 17.4 NOTICES

If to Station Licensee:

Greensboro TV, LLC
220 Salters Creek Road
Hampton, VA 23661
Attention: David A. Hanna
Fax:

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

Fletcher, Heald & Hildreth
1300 North 17th Street, 11th Floor
Arlington, VA 22209
Attention: Frank Jazzo
Phone: (703) 812-0400
Fax: (703) 812-0486

If to Service Provider:

Hearst Properties Inc.
c/o Hearst Television Inc.
300 West 57th Street
New York, New York 10019
Attention: Jordan M. Wertlieb
Fax:

and

The Hearst Corporation
300 West 57th Street
New York, New York 10019
Attention: General Counsel
Fax:

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

Brooks Pierce
150 Fayetteville Street, Suite 1700
Raleigh, NC 27601
Attention: Mark J. Prak
Phone: (919) 839-0300
Fax: (919) 839-0304

CHANNEL SHARING AGREEMENT

This CHANNEL SHARING AGREEMENT (this “**Agreement**”) is entered into as of April 20, 2017, by and between Hearst Properties Inc., a Delaware corporation (“**Host**”), and Greensboro TV, LLC, a Virginia limited liability company (“**Sharee**”).

RECITALS

WHEREAS, Host holds the following commercial digital television broadcast station license issued by the Federal Communications Commission (the “**FCC**”) and, in connection therewith, Host owns and operates the following digital television station (the “**Host Station**” or when reference is to Host, “**its Station**”):

<i>Call Sign:</i>	WXII-TV
<i>FCC Facility Id #:</i>	53921
<i>Community of License:</i>	Winston-Salem, NC
<i>Frequency Channel:</i>	31 (Repacked to 16)
<i>Virtual/PSIP Channel:</i>	12
<i>FCC License File Number:</i>	BLCDT-20050627AAU
<i>License Expiration:</i>	12/01/2020
<i>Nielsen Market (DMA):</i>	Greensboro-High Point-Winston Salem, NC

WHEREAS, Sharee holds the following commercial digital television broadcast station license issued by the FCC and, in connection therewith, Sharee owns and operates the following digital television station (the “**Sharee Station**” or when reference is to Sharee, “**its Station**”):

<i>Call Sign:</i>	WCWG(TV)
<i>FCC Facility Id #:</i>	35385
<i>Community of License:</i>	Lexington, NC
<i>Frequency Channel:</i>	19
<i>Virtual/PSIP Channel:</i>	20
<i>FCC License File Number:</i>	BLCDT-20070418ACV
<i>License Expiration:</i>	12/01/2020
<i>Nielsen Market (DMA):</i>	Greensboro-High Point-Winston Salem, NC

WHEREAS, in accordance with the Middle Class Tax Relief and Job Creation Act of 2012, Pub. L. No. 112-96, §§ 6402, 6403, 125 Stat. 156 (2012), including any extensions, amendments, or successors thereto (the “**Spectrum Act**”), the FCC conducted a broadcast television spectrum incentive auction in connection with which digital television broadcast licensees were permitted to bid to relinquish all or a portion of their broadcast spectrum usage rights to the FCC in exchange for incentive payments (the “**Incentive Auction**”);

WHEREAS, in accordance with the Spectrum Act, the FCC has adopted rules and policies in connection with the Incentive Auction that permit a digital television broadcast

licensee that relinquishes all of its broadcast spectrum usage rights for a station in the Incentive Auction to remain an FCC licensee of that station and continue to operate that station after the conclusion of the Incentive Auction using spectrum shared with another digital television broadcast licensee that does not fully relinquish such spectrum rights in the Incentive Auction, including the FCC's rules in 47 C.F.R. §§ 1.2200-1.2209 and 73.3700, as amended, and policies and decisions reflected in related FCC Reports and Orders, Public Notices, and other applicable orders, notices, rulings, or decisions of the FCC ("the *Channel Sharing Rules*");

WHEREAS, Sharee has participated in the Incentive Auction, and the FCC has accepted Sharee Station's bid to relinquish all of Sharee's current spectrum usage rights for the frequency channel currently licensed to the Sharee Station (the "*Relinquished Channel*"), and Sharee is entitled to receive proceeds from the Incentive Auction in exchange for the relinquishment of the Relinquished Channel (the "*Auction Proceeds*");

WHEREAS, in accordance with the Channel Sharing Rules, the Communications Act of 1934, as amended, and the rules and published policies of the FCC as in effect from time to time (collectively, the "*FCC Rules*"), notwithstanding the relinquishment of the Relinquished Channel, Sharee desires to continue to hold the FCC licenses for, and operate, the Sharee Station by sharing the rights to the spectrum of the Host Station's frequency channel (the "*Shared Channel*");

WHEREAS, Host desires to share the Shared Channel with Sharee and owns or leases certain transmission equipment and facilities necessary for Host and Sharee to each broadcast on the Shared Channel (the "*Shared Transmission Facilities*"), the material items of which are set forth in *Schedule A*;

WHEREAS, Host and Sharee are parties to that certain Shared Services Agreement dated the date hereof (the "*SSA*") whereby Host has agreed to provide certain shared services to Sharee in connection with the Sharee Station than with respect to Shared Channel and the Shared Transmission Facilities; and

WHEREAS, this Agreement sets forth the parties' agreement with respect their sharing of the Shared Channel, use of the Shared Transmission Facilities, and other matters set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations, and warranties contained in this Agreement, the parties hereto, intending to be legally bound, do hereby agree as follows:

ARTICLE I FCC REQUIRED PROVISIONS AND AUCTION MATTERS

1.1 *Certain FCC Required Provisions.* As required under the Channel Sharing Rules, each of Host and Sharee hereby certify that this Agreement complies with the Channel Sharing Rules, as follows:

(a) This Agreement contains provisions setting forth each party's rights and responsibilities regarding:

(i) Access to the Shared Transmission Facilities, including whether each licensee will have unrestrained access to the Shared Transmission Facilities (Section 2.3);

(ii) Allocation of bandwidth within the Shared Channel (Section 2.8);

(iii) Operation, maintenance, repair, and modification of the Shared Transmission Facilities (Section 2.7), including a list of all relevant equipment (Schedule A), a description of each party's financial obligations (Section 2.5 and Schedule B), and any relevant notice provisions (Section 2.7);

(iv) Transfer/assignment of a party's FCC license for the Shared Channel, including the ability of a new FCC licensee to assume this Agreement (Section 6.1(b)); and

(v) Termination of a party's FCC license for the Shared Channel, including reversion of spectrum usage rights to the remaining party to this Agreement (Sections 4.1(f) and 4.2).

(b) This Agreement also contains provisions:

(i) Affirming compliance with all relevant FCC Rules (Section 2.9); and

(ii) Requiring that each party shall retain spectrum usage rights adequate to ensure a sufficient amount of the Shared Channel capacity to allow it to provide at least one standard definition program stream at all times (Section 2.8(b)).

1.2 **Auction Proceeds.** As between Sharee and Host, Sharee reserves all rights and interests in and to the Auction Proceeds, and nothing herein shall give Host any right to receive the Auction Proceeds or any portion thereof.

ARTICLE II TERM; SHARED TRANSMISSION FACILITIES

2.1 Term.

(a) This Agreement shall be effective commencing on and as of the date hereof and shall continue until the eighth (8th) anniversary of the Implementation Date (defined below), unless earlier terminated in accordance with Article IV below (the "**Initial Term**").

(b) This Agreement shall be renewed automatically for successive eight-year renewal terms (the Initial Term and any such renewal term hereinafter referred to as the "**Term**") unless either party provides the other party with written notice of nonrenewal at least eighteen (18) months prior to the expiration of the then-current Term.

2.2 *Ownership of Shared Transmission Facilities.*

(a) Host currently owns or leases, and will continue to own or lease, the Shared Transmission Facilities, as such may be modified from time-to-time subject to this Agreement. For the avoidance of doubt, the Shared Transmission Facilities only includes those facilities and assets that are necessary for Host and Sharee to each broadcast on the Shared Channel. Title to all new and replacement equipment acquired for the Shared Transmission Facilities shall be titled in the name of, and owned by, the Host and shall be deemed included among the Shared Transmission Facilities hereunder. Host may sell or otherwise dispose of any portion of the Shared Transmission Facilities without the prior approval of Sharee provided that Host either secures sufficient replacement equipment or facilities for the Shared Transmission Facilities, or otherwise maintains the right to continue to access and use the disposed equipment or facilities as Shared Transmission Facilities for purposes of this Agreement.

(b) Sharee shall not maintain separately owned assets at the location of the Shared Transmission Facilities.

2.3 *Sharee's Right to Use the Shared Transmission Facilities.*

(a) Following the Implementation Date and subject to the terms of this Agreement, Host hereby grants to Sharee the right to use the Shared Transmission Facilities solely to the extent necessary to broadcast the Sharee Station on the Shared Channel and for no other purpose.

(b) Following the Implementation Date and subject to any applicable third-party restrictions, Host shall provide Sharee with access to the Shared Transmission Facilities during normal business hours and upon 24-hour notice outside of normal businesses hours.

(c) Sharee shall not take any actions contrary to the terms of any lease for the Shared Transmission Facilities, permit to exist any lien, claim, or encumbrance on the Shared Transmission Facilities, or make material alterations to the Shared Transmission Facilities without the written consent of the Host.

2.4 *Implementation / Repacking.*

(a) Sharee and Host shall cooperate in good faith and work diligently with each other to commence operations on the Shared Channel with the Shared Transmission Facilities on the earliest practicable date (the "*Implementation Date*") prior to or on the deadline established by the FCC for such implementation and otherwise in accordance with the Channel Sharing Rules and other applicable FCC Rules. Without limiting the foregoing:

(i) Sharee shall timely file with the FCC (and provide Host with a copy of) an application for a minor change construction permit to change Sharee Station's technical facilities to match Host Station's technical facilities, together with a copy of this Agreement;

(ii) Provided the FCC approves the application referred to in subsection (a)(i) above:

(A) Sharee and Host, as applicable, shall broadcast all FCC-required consumer education PSAs and crawls, and send notification letters to applicable MPVDs;

(B) Sharee shall terminate operations on the Relinquished Channel, and Sharee and Host shall commence operations on the Shared Channel in accordance with this Agreement;

(C) Sharee and Host shall each file with the FCC a license application for its Station to specify each as an FCC licensee of the Shared Channel; and

(D) To the extent necessary and permitted, Sharee and Host shall together seek extensions or waivers of all applicable FCC channel sharing deadlines.

(b) The parties acknowledge that the FCC has “repacked” the Shared Channel by allocating a different post-auction frequency channel to the Shared Channel. To the extent necessary, the parties shall commence shared operation on the Shared Channel’s pre-auction frequency channel (Channel 31) and subsequently modify their respective FCC licenses for operation on the Shared Channel’s “repacked” post-auction frequency channel (Channel 16) in accordance with the FCC Rules. Host shall be responsible, at Host’s expense, for implementing modifications, replacements, or other changes to the Shared Transmission Facilities as necessary in connection with the Incentive Auction “repacking” of the Shared Channel to its post-auction frequency channel. Host shall be entitled to receive and retain any and all payments from the FCC in accordance with Section 6403(b)(4) of the Spectrum Act (47 U.S.C. § 1452(b)(4)) for reimbursement of costs related to such “repacking” of the Shared Channel. Sharee shall cooperate in good faith with Host in connection with “repacking” the Shared Channel.

2.5 **Expenses.** Subject to Sharee’s payment of the Channel Sharing Fee, all costs and expenses with respect to operation of the Shared Transmission Facilities, including costs for utilities, taxes, insurance, maintenance, modifications, repairs, and integration and capital expenses reasonable and necessary for the Host Station and Sharee Station to operate on the Shared Channel, shall be paid by Host.

2.6 **Channel Sharing Fee.** In consideration for the right to use the Shared Transmission Facilities and the Shared Channel, and the provision of related services to Sharee by Host pursuant to this Agreement, Sharee shall pay to Host with respect to each calendar month during the Term of this Agreement following the Implementation Date an amount equal to the “**Channel Sharing Fee**” as set forth in **Schedule B** hereto.

2.7 **Operation, Maintenance, Repair, and Modification of Shared Transmission Facilities.** Following the Implementation Date, Host and Sharee shall cooperate in good faith in the operation and maintenance of the Shared Transmission Facilities. The parties shall regularly communicate with and promptly notify each other with respect to all material matters relating to the Shared Transmission Facilities. Following the Implementation Date, all decisions with respect to the operation, maintenance, repair, capital expense requirements, improvement, and modification of the Shared Transmission Facilities and Shared Channel, including the

implementation of new transmission modulations standards (including, without limitation, ATSC 3.0), shall be made by Host in consultation with Sharee. Without limiting the foregoing, following the Implementation Date:

(a) The Shared Transmission Facilities shall be maintained in accordance with good engineering practices customary in the television industry.

(b) The Host shall maintain sufficient insurance with respect to the Shared Transmission Facilities.

(c) In the event of a partial or full loss of the Shared Transmission Facilities, including from a *force majeure* or otherwise, Host shall use all commercially reasonable efforts to promptly restore operations from the Shared Channel and repair or replace the Shared Transmission Facilities.

(d) Each party shall use good faith efforts to avoid interference with the business and operation of the other's party's Station or the other party's use of the Shared Transmission Facilities and to promptly resolve any interference that arises in connection with such operation. Neither party shall make changes or installations at the Shared Transmission Facilities or any other shared facilities that will impair or interfere in any material respect with the other party's signals or broadcast operations or use of the Shared Channel. In the event interference to such signals or operations does occur, the interfering party shall notify the other party in writing and promptly take all reasonable steps to correct such interference in all material respects. Neither party may alter the programming stream(s) of the other, except as mutually agreed with respect to multiplex pool system as provided in Section 2.8.

(e) In the event it is necessary for Sharee to reduce, limit or temporarily cease use of the Shared Channel or the Shared Transmission Facilities so that Host may install, maintain, repair, remove or otherwise work upon its broadcast equipment or the Shared Transmission Facilities or any other shared facility, Sharee shall cooperate in good faith. If necessary, Sharee shall temporarily reduce, limit or cease use of the Shared Channel or the Shared Transmission Facilities, provided that Host takes all reasonable steps to minimize the amount of time Sharee shall operate with reduced facilities and that Host takes all reasonable steps to schedule such installation, maintenance, repairs, removal or work at a time convenient to the Sharee.

2.8 *Allocation of Bandwidth and Minimum Usage Rights.*

(a) Following the Implementation Date, Host and Sharee shall share the 6 MHz channel of the Shared Channel, which, as of the date hereof under the current ATSC system, carries a net bit rate of 19.39 Megabits per second ("Mb/s") of usable data (the "**Bandwidth**"), in accordance with the Channel Sharing Rules and the terms of this Agreement.

(b) Following the Implementation Date, Host and Sharee shall share the Bandwidth on a dynamic multiplexing basis using a statistical multiplex pool. The management of the statistical multiplex pool and allocation of the Bandwidth to the party's respective program streams on the Shared Channel shall be determined by Host; provided, however, that Sharee shall at minimum be allocated a sufficient amount of the Bandwidth on the Shared Channel to allow it

to provide at least one High Definition (720p) program stream and one Standard Definition (480i) program stream.

2.9 *Legal and Regulatory Compliance.*

(a) Each party represents and warrants to the other that it has obtained, and will maintain, all FCC and any other governmental licenses, approvals and authorizations necessary for operation of its Station on the Shared Channel to the extent applicable to this Agreement. Neither party shall make any filing with the FCC to modify the Shared Channel without the prior written consent of the other party, which shall not be unreasonably withheld, conditioned, or delayed.

(b) Each party shall comply with the Channel Sharing Rules, the FCC Rules, and all other applicable federal, state, and local laws that are applicable to this Agreement with respect to its ownership and operation of its Station and its use of the Shared Channel and the Shared Transmission Facilities.

(c) Each party shall maintain ultimate control and authority over its Station, including, specifically, control and authority over its Station's operations, finances, personnel and programming.

(d) Each party shall be responsible for timely payment of all fees owed by it to the FCC with respect to its Station, and each of Host and Sharee shall be responsible for fifty percent (50%) of any joint fees, if any, assessed by the FCC on the Shared Channel; provided, however, that if any such joint fees result from one party's breach of this Agreement, then the breaching party shall be solely responsible for such joint fees.

ARTICLE III REPRESENTATIONS AND WARRANTIES

3.1 *Representations and Warranties of Sharee.* Sharee represents and warrants to Host as follows:

(a) *Authorization and Binding Obligation.* The execution, delivery, and performance of this Agreement by Host have been duly authorized by all necessary organizational action on the part of Sharee. This Agreement has been duly executed and delivered by Sharee and constitutes the legal, valid, and binding obligation of Sharee, enforceable against it in accordance with its terms except as the enforceability thereof may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium, insolvency, reorganization, or other similar laws of general application affecting the enforcement of creditors' rights or by general principles of equity limiting the availability of equitable remedies.

(b) *Absence of Conflicting Agreements or Consents.* The execution, delivery, and performance by Sharee of this Agreement (with or without the giving of notice, the lapse of time, or both): (a) will not conflict with the organizational documents of Sharee; (b) to the actual knowledge of Sharee or its affiliates, does not conflict with, result in a breach of, or constitute a default under any law, judgment, order, ordinance, injunction, decree, rule, regulation, or ruling

of any court or governmental instrumentality applicable to Sharee; (c) does not conflict with, constitute grounds for termination of, result in a breach of, constitute a default under, or accelerate or permit the acceleration of any performance required by the terms of any agreement, instrument, license, or permit to which Sharee is a party or by which it is bound as of the date of this Agreement; and (d) will not create any claim, lien, charge, or encumbrance upon any of the assets of the Station owned by Sharee.

(c) ***Not Replacement Property for Tax Purposes.*** In no event shall Sharee treat its rights with respect to the Shared Channel under this Agreement as replacement property for purposes of any “like-kind” exchange within the meaning of Section 1031 of the Internal Revenue Code of 1986, as amended, and the Treasury regulations promulgated thereunder.

3.2 ***Representations and Warranties of Host.*** Host represents and warrants to Sharee as follows:

(a) ***Authorization and Binding Obligation.*** The execution, delivery, and performance of this Agreement by Host have been duly authorized by all necessary organizational action on the part of Host. This Agreement has been duly executed and delivered by Host and constitutes the legal, valid, and binding obligation of such party, enforceable against it in accordance with its terms except as the enforceability thereof may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium, insolvency, reorganization or other similar laws of general application affecting the enforcement of creditors’ rights or by general principles of equity limiting the availability of equitable remedies.

(b) ***Absence of Conflicting Agreements and Required Consents.*** The execution, delivery, and performance by Host of this Agreement (with or without the giving of notice, the lapse of time, or both): (a) will not conflict with the organizing documents of Host; (b) to the actual knowledge of Host or its affiliates, does not conflict with, result in a breach of, or constitute a default under, any law, judgment, order, ordinance, injunction, decree, rule, regulation, or ruling of any court or governmental instrumentality applicable to Host; and (c) does not conflict with, constitute grounds for termination of, result in a breach of, constitute a default under, or accelerate or permit the acceleration of any performance required by the terms of, any agreement, instrument, license or permit to which Host is a party or by which it is bound as of the date hereof.

ARTICLE IV TERMINATION

4.1 ***Termination.*** This Agreement may be terminated:

(a) by either party if the FCC has not approved the shared use of the Shared Channel by Sharee and Host in accordance with this Agreement, or the Implementation Date has not otherwise occurred, by date that is twenty four (24) months from the date of this Agreement;

(b) at any time by mutual written agreement of Host and Sharee;

(c) by either party, by written notice to the other party, if the first party is not then in material breach and the other party is in material breach of this Agreement (other than a

breach by Sharee of any of its payment obligations hereunder) and if the breach can reasonably be cured within thirty (30) days, the breaching party has failed to cure such breach within thirty (30) days after receiving written notice of such breach from the non-breaching party; or by Host if Host is not then in material breach and Sharee breaches any of its payment obligations to Host (other than any such payment obligation that is being contested in good faith) which breach shall not have been cured within thirty (30) days after receiving written notice of such breach from Host;

(d) by either party if the other party or any affiliate of the other party makes a general assignment for the benefit of creditors, files, or has filed against it, a petition for bankruptcy, reorganization or an arrangement for the benefit of creditors, or for the appointment of a receiver, trustee, or similar creditor's representative for the property or assets of the other party or any affiliate of the other party under any federal or state insolvency law which, if filed against the other party or any affiliate of the other party, has not been dismissed within thirty (30) days thereof;

(e) by either party, upon and at any time following termination of the SSA; or

(f) by either party, upon the voluntary or involuntary revocation, relinquishment, withdrawal, or cancellation of a party's FCC authorization to operate its Station on the Shared Channel that becomes a final, non-appealable order of the FCC.

4.2 *Effect of Termination / Survival.*

(a) Upon termination or expiration of this Agreement for any reason except as provided in Section 4.2(b) below:

(i) Host may at its option (A) find a new party with whom to share the Shared Channel, or (B) to the full extent permitted by the FCC, reclaim or otherwise assume all spectrum usage rights to the Shared Channel by causing such reversion or other transfer of all spectrum usage rights in the Shared Channel in accordance with applicable FCC procedures; and

(ii) The Sharee shall no longer have any rights, title, or interests in or to the Shared Channel or the Shared Transmission Facilities hereunder, shall modify the FCC licenses for the Sharee Station accordingly and as required by the FCC Rules, and may, at its option, seek a new channel sharing partner to host the Sharee Station in accordance with the FCC Rules.

(b) Upon termination or expiration of this Agreement by Sharee in accordance with Section 4.1(f) due to the revocation, relinquishment, withdrawal, or cancellation of Host's FCC authorization to operate Host's Station on the Shared Channel:

(i) Sharee may at its option (A) find a new party with whom to share the Shared Channel, or (B) to the full extent permitted by the FCC, assume all spectrum usage rights to the Shared Channel by causing such transfer of all spectrum usage rights in the Shared Channel in accordance with applicable FCC procedures; and

(ii) The Sharee shall no longer have any rights, title, or interests in or to the Shared Transmission Facilities hereunder except to the extent the parties otherwise agree.

(c) Section 4.2, Article V and Article VI shall survive the expiration or termination of this Agreement, and the expiration or termination of this Agreement will not limit or impair any party's rights to receive payments due and owing hereunder on or before the effective date of such termination.

ARTICLE V INDEMNIFICATION; LIMITATION ON LIABILITY

5.1 ***Indemnification.*** Each party (the "***Indemnifying Party***") shall indemnify, defend and hold harmless the other party, its parents, affiliates and subsidiaries, and its and their officers, directors, shareholders, members, managers, employees and agents, from and against any losses, settlements, claims, actions, suits, proceedings, judgments, awards, liabilities, costs and expenses (including reasonable attorneys' fees) resulting from any third-party claim as a result of (a) any negligent or more culpable act or omission of the Indemnifying Party in connection with the performance of its obligations under this Agreement; or (b) any breach of this Agreement by the Indemnifying Party.

5.2 ***Limitation on Liability.***

(a) EXCEPT AS OTHERWISE PROVIDED IN SECTION 5.2(C), IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) EXCEPT AS OTHERWISE PROVIDED IN SECTION 5.2(C), IN NO EVENT WILL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO HOST PURSUANT TO THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

(c) The exclusions and limitations in Section 5.2(a) and Section 5.2(b) shall not apply to:

(i) damages or other liabilities arising out of or relating to a party's failure to comply with its obligations under Section 6.6 (Confidentiality);

(ii) a party's indemnification obligations under Section 5.1 (Indemnification);

(iii) damages or other liabilities arising out of or relating to a party's gross negligence, willful misconduct or intentional acts; and

(iv) death or bodily injury or damage to real or tangible personal property resulting from a party's negligent acts or omissions.

ARTICLE VI MISCELLANEOUS

6.1 *Assignment or Transfer of Control; Benefit; Binding Effect; Use of Agents*

(a) Neither party may assign or transfer control of this Agreement or delegate its obligations under this Agreement without the prior written consent of the other party, and any attempted assignment without such consent shall be null and void. Notwithstanding the foregoing or any other provision to the contrary contained herein, Host may assign or transfer control of its rights and obligations under this Agreement, without the consent of Sharee but upon written notice to Sharee, to any party in connection with Host's assignment of the SSA in accordance with the terms of the SSA.

(b) Without limiting Section 6.1(a) above or any other agreement between the parties, this Agreement may not be assigned or transferred to a new FCC licensee of the Sharee Station without the prior written consent of the Host.

(c) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Any permitted assignee of a party hereto shall be a party to this Agreement for all purposes hereof.

(d) Notwithstanding anything to the contrary contained herein, Host shall have the right to designate agents or otherwise subcontract with any third party to perform all or any portion of its obligations under the Agreement; *provided, however*, that Host shall provide prior written notice to Sharee of any designation or subcontract pursuant to the foregoing and, *provided further*, that Sharee shall not be obligated to pay any amounts owing to Host under this Agreement to any such third party and shall continue to pay all such amounts directly to Host and, *provided further*, that Host shall not be relieved of any of its obligations hereunder as a result of entering into any such arrangements with third parties.

6.2 ***Force Majeure.*** Neither party shall be liable to the other for any default or delay in the performance of its non-monetary obligations under this Agreement to the extent that the default or delay is caused by an event outside of its reasonable control, including without limitation fire, flood, earthquake, war, act of terrorism, labor dispute, government or court action (except with respect to bankruptcy or insolvency proceedings), failure of facilities or act of God.

6.3 ***Unenforceability.*** If one or more provisions of this Agreement or the application thereof to any natural persons, corporations, business trusts, associations, companies, joint ventures, and partnerships (collectively, "***Persons***") or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other Persons or circumstances shall not be affected thereby and shall be enforced

to the greatest extent permitted by Applicable Law, except that, if such invalidity or unenforceability should change the basic economic positions of the parties hereto, they shall negotiate in good faith such changes in other terms as shall be practicable in order to restore them to their prior positions. In the event that the FCC alters or modifies its rules or policies in a fashion which would raise substantial and material questions as to the validity of any provision of this Agreement, the parties shall negotiate in good faith to revise any such provision of this Agreement, as applicable, in an effort to comply with all applicable FCC Rules while attempting to preserve the intent of the parties as embodied in the provisions of this Agreement. The parties hereto agree that, upon the request of either of them, they will join in requesting the view of the staff of the FCC, to the extent necessary, with respect to the revision of any provision of this Agreement in accordance with the foregoing.

6.4 **Notices.** All notices, demands, and requests required or permitted to be given under the provisions of this Agreement shall be (a) in writing, (b) delivered by personal delivery, or sent by commercial delivery service or registered or certified mail, return receipt requested, (c) deemed to have been given on the date of personal delivery or the date set forth in the records of the delivery service or on the return receipt, and (d) addressed as set forth on **Schedule 6.4**.

6.5 **Governing Law; Submission to Jurisdiction.** This Agreement shall be construed and governed in accordance with the laws of New York without reference to the conflict of laws principles thereof that would cause the application of the laws of any jurisdiction other than the State of New York. Each of the parties irrevocably agrees that any legal action or proceeding arising out of or relating to this Agreement brought by the other party or its successors or assigns shall be brought and determined in any New York State or federal court sitting in the Borough of Manhattan in The City of New York (or, if such court lacks subject matter jurisdiction, in any appropriate New York State or federal court), and each of the parties hereby irrevocably submits to the exclusive jurisdiction of the aforesaid courts for itself and with respect to its property, generally and unconditionally, with regard to any such action or proceeding arising out of or relating to this Agreement and the transactions contemplated hereby. Each of the parties agrees not to commence any action, suit or proceeding relating thereto except in the courts described above in New York, other than actions in any court of competent jurisdiction to enforce any judgment, decree or award rendered by any such court in New York as described herein.

6.6 **Confidentiality.** Subject to the requirements of Applicable Law, each party hereto agrees that it will not at any time during or after the termination of this Agreement disclose to others or use, except as duly authorized in connection with the conduct of the business or the rendering of services hereunder, any secret or confidential information of the other parties hereto. To the extent required by the Communications Act or the FCC Rules, each party may file with the FCC or place a copy of this Agreement in its public inspection file and shall consult with and agree upon the confidential and proprietary information herein that shall be redacted from such copy.

6.7 **Press Release.** No party hereto shall publish any press release, make any other public announcement or otherwise communicate with any news media concerning this Agreement or the transactions contemplated hereby without the prior written consent of the other party hereto; *provided, however*, that nothing contained herein shall prevent any party from promptly making all filings with governmental authorities as may, in its judgment, be required or

advisable in connection with the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby.

6.8 ***No Partnership or Joint Venture.*** This Agreement is not intended to be, and shall not be construed as, an agreement to form a partnership or a joint venture, nor to engage in a profit-sharing arrangement, between the parties. Except as specifically provided in this Agreement, or as otherwise agreed to in writing by the parties, no party shall be authorized to act as an agent of or otherwise to represent any other party hereto. The parties expressly disavow any intention for this Agreement or the relationship established hereby to create or constitute a partnership or any other type of legal entity for federal income tax purposes or any other purpose. The parties agree not to file a partnership tax return, conduct business under a common name, execute an agreement identifying any or all of the parties as partners, shareholders, or members of a business entity, or otherwise hold themselves out as partners, shareholders, or members of a business entity.

6.9 ***Further Assurances.*** The parties hereto shall take any actions and execute any other documents that may be necessary or desirable to the implementation and consummation of this Agreement.

6.10 ***Captions.*** The captions used in this Agreement are for convenience of reference only, do not constitute a part of this Agreement and will not be deemed to limit, characterize or in any way affect any provision of this Agreement, and all provisions of this Agreement will be enforced and construed as if no caption had been used in this Agreement.

6.11 ***Other Definitional Provisions.*** The terms “hereof,” “herein” and “hereunder” and terms of similar import will refer to this Agreement as a whole and not to any particular provision of this Agreement. Section references contained in this Agreement are references to Sections in this Agreement, unless otherwise specified. Each defined term used in this Agreement has a comparable meaning when used in its plural or singular form. Each gender-specific term used in this Agreement has a comparable meaning whether used in a masculine, feminine or gender-neutral form. Whenever the term “including” is used in this Agreement (whether or not that term is followed by the phrase “but not limited to” or “without limitation” or words of similar effect) in connection with a listing of items within a particular classification, that listing will be interpreted to be illustrative only and will not be interpreted as a limitation on, or an exclusive listing of, the items within that classification.

6.12 ***Entire Agreement; Amendment; Waiver.*** This Agreement and any attachments and Schedules hereto (which are hereby incorporated by reference and made a part hereof) represents the entire understanding and agreement among the parties hereto with respect to the subject matter hereof and thereof and supersede all prior agreements with respect to the subject matter hereof and thereof. Notwithstanding anything to the contrary contained herein, the parties acknowledge and agree that Host may offset any amount owed by Sharee to Host pursuant to this Agreement as a credit against any amount owed by Host to Sharee pursuant to any other agreement to which Host and Sharee are parties. No term or provision hereof may be changed, modified, amended, terminated or discharged (other than in accordance with its terms), in whole or in part, except by a writing which is dated and signed by the parties hereto. No waiver of any of the provisions or conditions of this Agreement or of any of the rights, powers or privileges of

a party shall be effective or binding unless in writing and signed by the party claimed to have given or consented to such waiver.

6.13 ***Costs and Expenses.*** Except as otherwise specifically provided herein, Host on the one hand, and Sharee on the other, will each pay its own costs and expenses (including attorneys' fees, fees of advisors, accountants' fees, and other professional fees and expenses) in connection with the negotiation, preparation, execution, delivery, and performance of this Agreement.

6.14 ***Specific Performance.*** The parties hereby agree that the services to be provided hereunder are unique and that substitutes therefor cannot be purchased or acquired in the open market. For that reason, either party would be irreparably damaged in the event of a material breach of this Agreement by the other party. Accordingly, to the extent permitted by the Communications Act and the FCC Rules then in effect, either party may request that a decree of specific performance be issued by a court of competent jurisdiction, enjoining the other party to observe and to perform such other party's covenants, conditions, agreements and obligations under this Agreement, and each party hereby agrees neither to oppose nor to resist the issuance of such a decree on the grounds that there may exist an adequate remedy at law for any material breach of this Agreement.

6.15 ***No Third-Party Beneficiaries.*** This Agreement shall not confer any rights or remedies upon any person or entity other than the Parties hereto and their respective successors and permitted assigns, other than any person or entity entitled to indemnity under Article V.

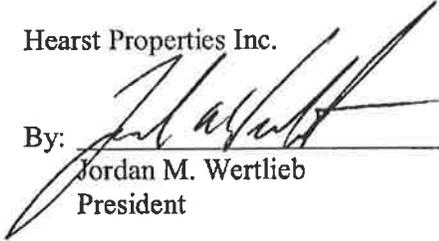
6.16 ***Counterparts.*** This Agreement may be executed in one (1) or more counterparts each of which shall be deemed to be an original, but all of which together shall constitute one (1) and the same instrument. Any such counterpart signature page may be delivered by electronic means, including by facsimile or email in PDF or other image form, and shall become binding on the delivering party upon receipt by the other party.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have duly executed this Channel Sharing Agreement on the date first written above.

HOST:

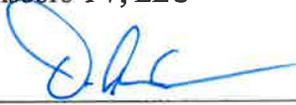
Hearst Properties Inc.

By: 

Jordan M. Wertlieb
President

SHAREE:

Greensboro TV, LLC

By: 

Dave A. Hanna
President

SCHEDULE A

Shared Transmission Facilities

1. TOWER STRUCTURE

1.1. Main Tower structure

Make - Kline

Model - 576' guyed

ASR# 1034393

1.2. Tower lighting - Dialight -Red LED

2. ANTENNA

2.1. Main Antenna

Make – Dielectric

Model – TFU-30DSC-R

Antenna FCC ID – 33113

3. TRANSMISSION LINE

3.1. Main Transmission line

Make – Dielectric

Model – 6 1/8" 20' sections

Year Installed – 2001

4. TRANSMITTER

4.1. Main Transmitter

Make – Harris

Model – CD3100P1 (Sigma)

Year Installed – 2001

5. TRANSMITTER EXCITERS

5.1. Main Exciter

Make – Harris

Model – Apex M2X

Year Installed – 2013

5.2. Backup Exciter

Make – Harris

Model – Apex

Year Installed – 2005

6. STL MICROWAVE

6.1. STL (redundant)

Make – Microwave Radio

Model – DLX-5000

Year Installed – 2014

7. COMPRESSION EQUIPMENT

7.1. Main Encoder

Make – Harmonic

Model – ELC9200D

Year Installed – 2015

7.2. Backup Encoder

Make – Harmonic

Model – ELC9200D

Year Installed – 2015

8. PSIP GENERATION

8.1. Main PSIP Generator

Make – Triveni

Model – Virtualized

Year Installed – 2016

8.2. Backup PSIP Generator

Make – Triveni

Model – Virtualized

Year Installed – 2016

9. EAS

9.1. Main Digital Alert System

Make – DASDEC

Model – DASTVR

Year Installed – 2014

10. AUDIO Processing

10.1. Audio will be processed compliant to Calm Act and the latest Audio Curves.

SCHEDULE B

Channel Sharing Fee

For each calendar month during the Term following the Implementation Date, Sharee shall pay, or shall cause to be paid, to Host the Channel Sharing Fee as defined below.

1. **Channel Sharing Fee.** The “*Channel Sharing Fee*” shall be \$66,667 each month.
2. **Payment and Treatment of Channel Sharing Fee.**

2.1 In the event that in any month Net Revenues are insufficient to pay the Channel Sharing Fee, Sharee shall pay over to Host the Net Revenues for such month, and the unpaid portion of such Channel Sharing Fee shall accrue and be added to the Channel Sharing Fee due the following month. The provisions of this Section 2.1 shall continue to apply to each subsequent month, as applicable.

2.2 Host may offset any amount owed by Sharee to Host pursuant to this Agreement, including any accrued and unpaid Channel Sharing Fee, as a credit against the Escalation Amount at the Option Closing, each as defined in the Option Agreement between Host and Sharee dated the date hereof (the “*Option Agreement*”). In the event there are accrued and unpaid Channel Sharing Fees at the Option Closing in excess of the Escalation Amount, such accrued and unpaid Channel Sharing Fees shall be deemed zero as of the Option Closing.

2.3 For purposes of this Agreement:

(a) “*Designated Expenses*” shall mean the sum of the actual out-of-pocket payments and expenses of Station Licensee for the following: (i) salaries, wages and commissions and all associated payroll taxes and benefits, as applicable for (A) up to two of the Station’s full-time employees, one of whom shall be the general sales manager, (B) any accounting and human resource services, and (C) a sales force for the Sharee Station reasonable and customary in size for the Sharee Station, with all at reasonable and customary rates for such employees or services, (ii) expenses related to FCC filings with respect to the Sharee Station and other expenses for compliance with FCC Rules and other Applicable Law in connection with the operation of the Sharee Station, including reasonable and customary attorneys’ fees of Station Licensee incurred in connection therewith, (iii) premiums and other expenses relating to any insurance that Station Licensee is required to maintain pursuant to the terms of the SSA or the Option Agreement, (iv) all music rights payments required to be paid by Sharee (including music performance rights, synchronization rights, and master use rights), in connection with the broadcast and/or transmission of all announcements and programming on the Sharee Station, including advertisements (but excluding the Delivered Programming, as defined in the SSA, which shall be the responsibility of Host), (v) all payments for the acquisition or licensing of programming during the Term following the Implementation Date, including television network payments, (vi) all agency, buying service or other sales commissions in respect of advertisements, sponsorships and paid programming sold in respect of the Sharee Station, (vii)

the costs of negotiating retransmission consent agreements and any costs of collecting payments thereunder, and (viii) a management services fee payable to an affiliate of Sharee in an amount up to \$1,667 per month.

(b) “**Other Expenses**” shall mean actual out-of-pocket payments and expenses that are reasonably necessary or customary in the operation and maintenance of the Sharee Station, which have been consented to in advance by Host.

(c) “**Net Revenues**” shall mean the Station Revenues less Designated Expenses and Other Expenses. Notwithstanding anything to the contrary herein, Net Revenues shall exclude amounts received or paid under the Excluded Contracts (as defined in the Option Agreement).

(d) “**Station Revenues**” shall mean, collectively, (i) all cash actually received and the market value of any trade compensation for advertisements, sponsorships and paid programming sold in respect of the Sharee Station, including any commissions under the Advertising Representation Agreement between the parties entered into on the date hereof, (ii) all cash actually received for any network compensation or other similar payments or otherwise paid in respect of the Sharee Station or its programming, and (iii) all cash actually received for any retransmission fees or copyright royalties or other similar payments or otherwise paid in respect of the Sharee Station or its programming or pursuant to any retransmission consent agreements. Notwithstanding the foregoing, Station Revenues shall not include cash received related to receivables attributable to amounts earned prior to the Implementation Date.

3. **Administration and Payment of Services Fee.** No later than the thirtieth (30th) day of each calendar month during the Term following the Implementation Date, Sharee shall deliver to Host a statement (the “**Monthly Statement**”) setting forth the total aggregate amount of the Net Revenues for the preceding calendar month. Except as the parties may otherwise agree, the Channel Sharing Fee shall be due and payable in conjunction with such Monthly Statement. The parties will work together in good faith to prorate any Channel Sharing Fee payment for a partial month.

4. **Incorporation.** The terms of this **Schedule B** are hereby incorporated by reference into the Agreement.

SCHEDULE 6.4

NOTICES

If to Sharee:

Greensboro TV, LLC
220 Salters Creek Road
Hampton, VA 23661
Attention: David A. Hanna
Fax:

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

Fletcher, Heald & Hildreth
1300 North 17th Street, 11th Floor
Arlington, VA 22209
Attention: Frank Jazzo
Phone: (703) 812-0400
Fax: (703) 812-0486

If to Host:

Hearst Properties Inc.
c/o Hearst Television Inc.
300 West 57th Street
New York, New York 10019
Attention: Jordan M. Wertlieb
Fax:

and

The Hearst Corporation
300 West 57th Street
New York, New York 10019
Attention: General Counsel
Fax:

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

Brooks Pierce
150 Fayetteville Street, Suite 1700
Raleigh, NC 27601
Attention: Mark J. Prak
Phone: (919) 839-0300
Fax: (919) 839-0304

ADVERTISING REPRESENTATION AGREEMENT

THIS ADVERTISING REPRESENTATION AGREEMENT (this “*Agreement*”) is made and entered into as of April 20, 2017, by and between Hearst Properties Inc., a Delaware corporation (together with its successors and permitted assigns, “*Hearst*”) and Greensboro TV, LLC, a Virginia limited liability company (“*Sales Representative*”).

RECITALS

WHEREAS, Hearst has acquired the right to sell up to fifteen percent (15%) of the weekly advertising time on the television station WCWG(TV), Lexington, North Carolina (Facility ID 35385) (the “*Station*”, and such advertising time the “*Hearst Commercial Time*”) pursuant to that certain Limited Local Marketing Agreement dated the date hereof by and between Hearst and Sales Representative (the “*LLMA*”); and

WHEREAS, Hearst desires to appoint Sales Representative as its advertising sales representative for the sale and placement of the Hearst Commercial Time, and Sales Representative is willing to accept such appointment, in each case on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the above recitals and of the mutual agreements and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be bound legally, agree as follows:

1. *Appointment as Sales Representative.* Commencing on the Commencement Date of (and as defined in) the LLMA and throughout the Term (defined below), Hearst appoints Sales Representative, and Sales Representative accepts such appointment, to act as Hearst’s representative with respect to the sale of the Hearst Commercial Time. Hearst may, after consultation and agreement with Sales Representative, reduce or reallocate the amount or availability of the Hearst Commercial Time to be sold by Sales Representative.

2. *Sales Representative Obligations.*

2.1. Sales Representative shall market, advertise, promote, and solicit the sale of the Hearst Commercial Time to prospective and existing advertising customers consistent with good and customary business practice and in cooperation with Hearst, in each case using its best efforts to maximize Hearst Commercial Time sales and in a manner that reflects favorably at all times on the good name, goodwill, and reputation of Hearst.

2.2. Sales Representative shall employ sufficient sales personnel to fulfill its obligations hereunder, and Sales Representative shall meaningfully consult with Hearst in connection with the engagement and management of such employees. Without limitation, Sales Representative shall be solely responsible for, at its own expense, all costs in connection with

such employees, including compensation, insurance, withholding taxes, applicable workers' compensation, disability, and other payroll deductions and contributions required by law.

2.3. Notwithstanding anything to the contrary in this Agreement and without limitation, neither Sales Representative nor its agents, employees or subcontractors shall directly or indirectly (a) discriminate in advertising contracts for Hearst Commercial Time on the basis of race or ethnicity; (b) make any representations, warranties, guarantees, indemnities, similar claims, or other commitments on behalf of Hearst, or to any customer, which are inconsistent with this Agreement or any written documentation provided by Hearst with respect to the Hearst Commercial Time; or (c) engage in any unfair, anti-competitive, misleading, or deceptive practices with respect to the Hearst Commercial Time or Hearst.

2.4. Forecasting.

2.4.1. Prior to the Commencement Date, and by the [first] day of each month thereafter, Sales Representative, in cooperation and consultation with Hearst, shall prepare a monthly sales target (the "**Monthly Target Report**") setting forth Sales Representative's estimated net sales for Hearst Commercial Time for the applicable month.

2.4.2. Prior to the Commencement Date, and by the day 30 days before the anniversary of each Commencement Date thereafter, Sales Representative, in cooperation and consultation with Hearst, shall prepare an annual sales target (the "**Annual Target Report**") setting forth Sales Representative's estimated net sales for Hearst Commercial Time for the applicable year.

2.4.3. Sales Representative shall use its commercial best efforts to meet or exceed the estimates described in the Monthly Target Report and Annual Target Report.

3. Sales Orders. All sales orders solicited by Sales Representative from customers for Hearst Commercial Time, including the rates charged, are subject to approval, rejection or modification by Hearst. Hearst reserves the right, in its sole discretion, to accept, or decline to accept, any sales order for Hearst Commercial Time; cancel, terminate, or modify any purchase contract previously accepted by Hearst; or negotiate any terms and conditions of the purchase contract with customer, including modifying the purchase price or payment terms. Sales Representative acknowledges that Hearst's exercise of discretion may result in no Commission owed, or a reduction, or delay in the payment of Commission owed, to Sales Representative under this Agreement.

4. Commission. Hearst shall pay Sales Representative a commission (the "**Commission**") for its services pursuant to the terms of this Agreement in the amount equal to ten percent (10%) of the net sales price (exclusive of sales tax and after applying any discounts,

credits, rebates or adjustments) of the Hearst Commercial Time sold by Sales Representative, as reflected on the invoice applicable to such sale; *provided* that the Commission shall not be owed or paid on any other amounts set forth on such invoice (including, but not limited to, amounts related to production or other services provided by Hearst). Commissions become payable to Sales Representative only at such times and only to the extent that Hearst actually receives unconditional payment from customer under the corresponding purchase contract. Hearst shall pay Sales Representative on the fifteenth (15th) of each month the Commission owed for the immediately preceding month.

5. *Term.* The term of this Agreement shall commence on the Commencement Date and shall continue for a period of eight (8) years, and thereafter shall automatically renew for successive periods of eight (8) years each unless either party notifies the other party of its intention not to renew this Agreement at least eighteen (18) months prior to the expiration of the then-current period (collectively, the “*Term*”). Notwithstanding the foregoing, the Term shall automatically terminate upon expiration or termination of the LLMA. After the one year anniversary of the Commencement Date, Hearst shall have the right to terminate this Agreement at any time, with or without cause, upon ninety (90) days advance written notice to Sales Representative.

6. *Status as Independent Contractor.* Sales Representative is an independent contractor pursuant to this Agreement. Nothing in this Agreement creates any agency, joint venture, partnership, or other form of joint enterprise, employment, or fiduciary relationship between the parties or an employee/employer relationship. Neither party has any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement, or undertaking with any third party.

7. *Representations and Warranties.* Sales Representative represents and warrants that it has the full power and authority to enter into and perform this Agreement; that the execution, delivery and performance of this Agreement has been duly authorized and constitutes a valid and binding agreement; that the execution, delivery and performance of this Agreement will not result in the breach of, or constitute a default under, or violate any provision of, any agreement or other instrument to which Sales Representative is a party; and that Sales Representative will perform all of its activities, obligations and responsibilities contemplated under this Agreement in compliance, in all material respects, with all applicable legal requirements, including, without limitation, all federal, state and local laws, rules and regulations.

8. *Indemnification.* Sales Representative shall indemnify, defend and hold harmless Hearst, its parents, affiliates and subsidiaries, and its and their officers, directors, shareholders, members, managers, employees and agents, from and against any losses, settlements, claims, actions, suits, proceedings, judgments, awards, liabilities, costs and expenses (including

reasonable attorneys' fees) resulting from any third-party claim as a result of (a) any negligent or more culpable act or omission of Sales Representative in connection with the performance of its obligations under this Agreement; or (b) any breach of any warranty or representation of Sales Representative hereunder. Hearst shall indemnify, defend and hold harmless Sales Representative, its parents, affiliates and subsidiaries, and its and their officers, directors, shareholders, members, managers, employees and agents, from and against any losses, settlements, claims, actions, suits, proceedings, judgments, awards, liabilities, costs and expenses (including reasonable attorneys' fees) resulting from any third-party claim as a result of any negligent or more culpable act or omission of Hearst in connection with the performance of its obligations under this Agreement.

9. Assignment or Transfer of Control. Neither party may assign or transfer control of this Agreement or delegate its obligations under this Agreement without the prior written consent of the other party, and any attempted assignment without such consent shall be null and void. Notwithstanding the foregoing or any other provision to the contrary contained herein, Hearst may assign or transfer control of its rights and obligations under this Agreement, without the consent of Sales Representative but upon written notice to Sales Representative, to any party in connection with the permitted assignment of the LLMA.

10. Confidentiality. Sales Representative acknowledges that Sales Representative's relationship with Hearst is one of high trust and confidence and that in the course of Sales Representative's service to Hearst, Sales Representative will have access to and contact with information that Hearst treats as confidential and proprietary, including vendor information, customer information, sales information, price information, research, sales projections, plans, and strategies (collectively, "**Confidential Information**"). Sales Representative agrees not to, during the Term or at any time thereafter, disclose to others, or use for Sales Representative's benefit, the benefit of others, or for any purposes other than as may be necessary to provide services to Hearst under this Agreement, any Confidential Information. Sales Representative's obligations under this Section 10 shall not apply to any information that (a) becomes generally known to the public without any breach of this Agreement by Sales Representative or of any similar agreement by any employee or other sales representative of Hearst, or (b) Sales Representative is required to disclose pursuant to valid legal process or order of a court or other governmental body, *provided* that Sales Representative first notifies Hearst of the existence and terms of such requirement, gives Hearst a reasonable opportunity to seek a protective or similar order to prevent or limit such disclosure, and only discloses that information actually required to be disclosed pursuant to such valid legal process or order.

11. Governing Law. This Agreement shall be construed and governed in accordance with the laws of New York without reference to the conflict of laws principles thereof that would cause the application of the laws of any jurisdiction other than the State of New York. Each of the parties irrevocably agrees that any legal action or proceeding arising out of or relating to this Agreement brought by the other party or its successors or assigns shall be brought and

determined in any New York State or federal court sitting in the Borough of Manhattan in The City of New York (or, if such court lacks subject matter jurisdiction, in any appropriate New York State or federal court), and each of the parties hereby irrevocably submits to the exclusive jurisdiction of the aforesaid courts for itself and with respect to its property, generally and unconditionally, with regard to any such action or proceeding arising out of or relating to this Agreement and the transactions contemplated hereby. Each of the parties agrees not to commence any action, suit or proceeding relating thereto except in the courts described above in New York, other than actions in any court of competent jurisdiction to enforce any judgment, decree or award rendered by any such court in New York as described herein.

12. *Entire Agreement; Amendment; Waiver.* This Agreement and the LLMA represent the entire understanding and agreement among the parties hereto with respect to Sales Representative's sale of the Hearst Commercial Time and supersede all prior agreements with respect to the subject matter hereof and thereof. No term or provision hereof may be changed, modified, amended, terminated or discharged (other than in accordance with its terms), in whole or in part, except by a writing which is dated and signed by the parties hereto. No waiver of any of the provisions or conditions of this Agreement or of any of the rights, powers or privileges of a party shall be effective or binding unless in writing and signed by the party claimed to have given or consented to such waiver.

13. *No Third-Party Beneficiaries.* This Agreement shall not confer any rights or remedies upon any person or entity other than the parties hereto and their respective successors and permitted assigns, other than any person or entity entitled to indemnity under Section 8.

14. *Counterparts and Facsimile Signatures.* This Agreement may be executed in one (1) or more counterparts each of which shall be deemed to be an original, but all of which together shall constitute one (1) and the same instrument. Any such counterpart signature page may be delivered by electronic means, including by facsimile or email in PDF or other image form, and shall become binding on the delivering party upon receipt by the other party.

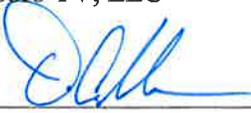
[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF the parties have executed this Advertising Representation Agreement on the date first written above.

SALES REPRESENTATIVE:

Greensboro TV, LLC

By:

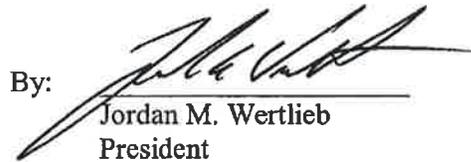


David A. Hanna
President

HEARST:

Hearst Properties Inc.

By:



Jordan M. Wertlieb
President