

SHARED SERVICES AGREEMENT

This Shared Services Agreement (this “*Agreement*”) is entered into as of this ____ day of _____, _____, by and between KNIN, LLC, a Delaware limited liability company (“*Station Owner*”), and [Journal Broadcast Group, Inc.],¹ a Wisconsin corporation (“*Service Provider*”), and, solely for the purposes of Section 11.12, Raycom Media, Inc., a Delaware corporation (“*Guarantor*”).

PREAMBLE

A. Service Provider owns and operates broadcast television station KIVI-TV, Nampa, Idaho (the “*Service Station*”).

B. Station Owner owns and operates broadcast television station KNIN-TV, Caldwell, Idaho (the “*Station*”).

C. To promote the economic and business development of the Station, the parties desire to enter into this Agreement as of and with respect to the period beginning on the Commencement Date (as defined below), pursuant to which Service Provider will provide certain services to support the operation of the Station by Station Owner, in conformity with the FCC Rules (as defined below), and that Service Provider, with its experience and operating infrastructure, will thereby improve the overall efficiency of the Station’s operating processes and reduce costs, which, in turn, will help the Station to serve the television viewing public in its market.

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 – DEFINITIONS

Section 1.1 Certain Defined Terms. For purposes of this Agreement:

“*Affiliate*” means, with respect to any Person, any other Person (other than, with respect to Service Provider, Scripps Networks Interactive, Inc. and its subsidiaries) which, directly or indirectly, Controls, is Controlled by, or is under common Control with, the specified Person.

“*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 Authority, including common law.

“*Commencement Date*” means [the date of the Agreement].

“*Control*” including its various tenses and derivatives (such as “Controlled” and “Controlling”) means (a) when used with respect to any Person, the possession, directly or

¹ NTD: Confirm name prior to Closing.

indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities, by contract or otherwise, (b) when used with respect to any security, the possession, directly or indirectly, of the power to vote, or to direct the voting of, such security or the power to dispose of, or to direct the disposition of, such security, and (c) when used with respect to a radio or television station or other media outlet the ownership of which is regulated by the FCC pursuant to the Communications Act, the control of such television or radio station or other media outlet, whether *de facto or de jure*, as determined in accordance with the Communications Act and the FCC Rules.

“*DMA*” means the Station’s Designated Market Area as defined by The Nielsen Company, together with areas in which the Station is deemed to be significantly viewed or where it has been historically carried.

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

“*FCC Licenses*” means the FCC license for the Station and any other licenses, permits or other authorizations issued by or pending before the FCC to Station Owner or any of its Affiliates in connection with the Station or the business and operation thereof.

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

“*Governmental Authority*” means any federal, state, or local government, legislature, governmental or administrative agency or commission, any self-regulatory association or authority, any court or other tribunal of competent jurisdiction, or any other governmental authority or instrumentality anywhere in the United States.

“*Intellectual Property Rights*” means patents, copyrights, trademarks, service marks, trade secret rights or Know-How, and all copies and tangible embodiments thereof (in whatever form or media). “*Know-How*” means all inventions (whether patentable or unpatentable and whether or not reduced to practice), compositions, manufacturing and production techniques, technical data, designs, drawings, specifications, molds, dies, casts, product configurations, discoveries, trade secrets, improvements, formulae, practices, processes, methods, technology, know-how, and confidential or proprietary information, whether or not patentable, including any of the foregoing in the process of development and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of those which subsist in the world.

“*Loss*” means any loss, liability, damage or expense (including reasonable legal expenses and costs and any cost or expense arising from or incurred in connection with any action, suit, proceeding, claim or judgment) relating to any matter described in Section 10.1 or 10.2, as applicable, and as determined in accordance with Section 10.3 hereof.

“*Major Television Network*” means each of the following television networks: ABC, CBS, NBC or FOX.

“*Person*” means natural persons, corporations, business trusts, associations, companies (including limited liability companies), joint ventures, and partnerships.

“*Service Station Premises*” means the facilities, premises and real property constituting the main studio of the Service Station and relating thereto and to the business and operation of the Service Station, which are located in Nampa, Idaho.

“*Shared Services*” means, collectively, the services to be provided by Service Provider pursuant to the terms and subject to the conditions of this Agreement, including the Equipment Services, Administrative Services, Master Control Services and all services related to the Delivered Programming.

“*Third Party Claim*” means 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.

Section 1.2 Table of Defined Terms. In addition to the defined terms in 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:

<u>Term</u>	<u>Section/Schedule</u>
Administrative Services	Section 4.4
Agreement	Introduction
Communications Act	Section 2.1
Defense Counsel	Section 10.3(a)
Defense Notice	Section 10.3(a)
Delivered Programming	Section 4.2(a)
Direct Claim	Section 10.3(e)
Equipment Services	Section 4.1
Force Majeure Event	Section 11.2
Guarantor	Introduction
Indemnified Party	Section 10.3(a)
Indemnifying Party	Section 10.3(a)
Master Control Services	Section 4.3
Obligations	Section 11.12
Policy Statement	Section 4.2(c)
Service Provider	Introduction
Service Provider Indemnified Party	Section 10.2(a)
Service Station	Preamble
SSA Fee	Schedule
Station	Preamble
Station Owner	Introduction
Station Owner Core Equipment	Section 3.2
Station Owner Facilities	Schedule 3.1
Station Owner Indemnified Party	Section 10.1(a)
Station Subleased Premises	Section 3.1
Station Website	Section 5.7
Term	Section 7.1

Transition-Tail Period
Unenforceability Event

Schedule 3.1
Section 11.3

Section 1.3 Other Interpretive Provisions. Words used herein, regardless of the gender and number specifically used, shall be deemed and construed to include any other gender, masculine, feminine, or neuter, and any other number, singular or plural, as the context requires. 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. The words “or” and “any” are not exclusive. 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 shall 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.

Section 1.4 Captions. The captions in this Agreement are for convenience only and shall not be considered a part of, or effect the construction or interpretation of any provision of, this Agreement.

ARTICLE II – GENERAL PRINCIPLES

Section 2.1 General Principles Governing Sharing Arrangements. All sharing arrangements contemplated by this Agreement shall be subject to, and are intended to comply in all respects with, the Communications Act of 1934, as amended (the “*Communications Act*”), the FCC Rules and all other Applicable Laws. The arrangements made pursuant to this Agreement shall not be deemed to constitute “joint sales,” “program services,” “time brokerage,” “local marketing,” “profit sharing,” “revenue sharing” or similar arrangements, or a partnership, joint venture, or agency relationship between the parties, and no such arrangement shall be deemed to give Service Provider any right to control the policies, operations, management or any other matter relating to the Station.

ARTICLE III – USE OF PREMISES AND EQUIPMENT

Section 3.1 Studio Lease. As of the Effective Date, Station Owner and Service Provider shall enter into the Studio Lease attached hereto as **Exhibit A** (the “*Lease*”).

Section 3.2 Use of Equipment by Service Provider. Subject to Section 3.3 below, during the Term, Station Owner grants Service Provider the right to use any item of equipment set forth on Schedule 3.2 hereto (individually and collectively, “*Station Owner Core Equipment*”) in connection with the Shared Services provided under this Agreement.

Section 3.3 No Modification to Title. Without limiting the payment obligations hereunder, including pursuant to the terms and subject to the conditions of Article VII and Schedule A hereto, nothing in this Agreement shall be deemed or interpreted to limit or modify, or to otherwise effect a transfer or alteration of, Station Owner’s title to those assets, tangible and intangible, owned by Station Owner, including the Station Owner Core Equipment.

ARTICLE IV – SHARED SERVICES

As of the Commencement Date, and thereafter during the Term, subject to Station Owner's ultimate supervision and control and the terms and conditions set forth in Article II above, Service Provider agrees to provide to Station Owner the following services to support the business and operation of the Station; provided that such supervision and control shall not be deemed to permit Station Owner 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:

Section 4.1 Technical Services and Equipment. Service Provider shall provide technical assistance to the Station, under the direction of Station Owner, for the monitoring and maintenance of the Station's technical equipment and facilities and shall assist Station Owner with the installation, repair, maintenance and replacement of the Station's equipment and facilities pursuant to the terms and subject to the conditions of this Section 4.1 (the "*Equipment Services*"). In the event that it shall be reasonably necessary, consistent with good engineering practices and otherwise with the past practice of the Station or the Service Station, to repair or replace any Station Owner Core Equipment, Service Provider shall assist the Station Owner in such repair, but Station Owner shall be responsible for payment of the cost of such equipment and all third-party costs for repair and labor.

Section 4.2 Delivered Programming.

(a) Service Provider shall prepare and provide to the Station Owner for broadcast, simulcast or rebroadcast on the Station, as applicable, local news, weather, traffic, sports, news and information, public affairs, public service programming and announcements, weather and other emergency alerts, as described more particularly in Schedule 4.2(a) hereof (the "*Delivered Programming*"), which Delivered Programming shall be less than fifteen percent (15%) of the Station's broadcast hours for any week. The Delivered Programming shall include those programming matters set forth in Schedule 4.2(a). Except as otherwise expressly provided herein, Service Provider shall be responsible for obtaining the rights to broadcast the Delivered Programming on the Station and for paying all costs incurred in obtaining such rights. To the extent permission is required to rebroadcast on the Station any Delivered Programming under Section 325 of the Communications Act, Service Provider hereby grants Station Owner such permission. The Delivered Programming shall be subject to Service Provider's editorial judgment and the requirements of Section 4.2(c), including the Station Owner's right to reject or preempt Delivered Programming under Section 4.2(c) hereof. All Delivered Programming shall conform in all material respects with standards established by Station Owner and consistent with similar programming broadcast on Service Provider's own television broadcast stations, and shall otherwise conform to all Applicable Law, including the Communications Act, the FCC Rules and the intellectual property rights of third parties.

(b) Service Provider hereby grants a copyright license to Station Owner to broadcast on the Station the Delivered Programming during the Term and to otherwise deliver the Delivered Programming as part of any simulcast or rebroadcast of the Station's programming to and via any media, including mobile and other similar devices within the DMA during the Term; *provided, however*, that Service Provider otherwise retains all title, rights, and ownership

to the Delivered Programming. Service Provider grants consent for Station Owner to authorize the retransmission within the Station's DMA by cable, telephone, and satellite companies or any other Multichannel Video Programming Distributor, as defined by the FCC, the portion of the Station's signal containing the Delivered Programming.

(c) All Delivered Programming shall comply with Applicable Law. Station Owner shall have the right to reject or preempt any Delivered Programming to present program material of greater local or national importance or due to contractual obligations or for any other reason. Station Owner may reject any Delivered Programming if it reasonably determines that the broadcast of such material would violate Applicable Law or would otherwise be contrary to the public interest. Station Owner shall promptly notify Service Provider of any such rejection or preemption. Schedule 4.2(c) sets forth Station Owner's statement of policy (the "*Policy Statement*") with regard to the broadcast of the Delivered Programming.

(d) Service Provider shall use commercially reasonable efforts to accommodate requests by Station Owner for promotion of the Station related to the Delivered Programming, *provided* that Station Owner shall pay all costs associated with any such promotion. For purposes of this Agreement, the "Delivered Programming" shall not include any material, content or programming provided by Station Owner, even if it appears within the Delivered Programming.

(e) Each party shall retain all rights and ownership in its pre-existing Intellectual Property Rights, including any names, product names, logos, trademarks, service marks, or other Intellectual Property. Neither party grants to the other party any right or license with respect to its Intellectual Property Rights except as otherwise provided under this Agreement.

Section 4.3 Master Control Services. Subject to the direction and control of Station Owner and its personnel, Services Provider shall provide the master control functions for the Station's primary digital channel and one multicast digital channel (the "*Master Control Services*").

Section 4.4 Administrative Services. Service Provider shall provide a reception and other general administrative assistance to the Station (the "*Administrative Services*"), *provided* that Station Owner supplies any additional equipment or facilities necessary to enable Service Provider to provide such Administrative Services (e.g., a separate phone line and phone system for the Station) and such Administrative Services do not interfere with the operation of the Service Station.

Section 4.5 Access to Information. In no event shall (a) Station Owner, its Affiliates, or their respective officers, directors, employees, agents, or invitees have access to sales information or advertising rates or practices or any financial or accounting information of the Service Station, or (b) Service Provider, its Affiliates, or their respective officers, directors, employees, agents, or invitees have access to sales information or advertising rates or practices or any financial or accounting information of the Station. Station Owner and Service Provider shall instruct their respective employees to not discuss or exchange with one another any

information concerning their respective station's rates or sales practices or to engage in any activity otherwise prohibited by antitrust or fair trade laws or regulations under Applicable Law.

Section 4.6 Exclusivity. During the Term, Service Provider covenants and agrees that it will not, directly or indirectly, and it will cause its applicable Affiliates to not, directly or indirectly, provide to any third party that owns or operates a broadcast television station in the DMA services substantially similar in any material respect to the services provided by Service Provider hereunder.

Section 4.7 Services Not Provided. The Shared Services shall not include: (a) promotional services; (b) access to or use of production personnel, technical resources, equipment or facilities for program production, including commercial production or the development of local advertising; (c) access to or use of Service Provider's wide-area-network, servers or corporate systems; (d) any services with respect to, or content for, the Station Website (as defined below); or (e) any continuity or traffic services or support.

ARTICLE V– CERTAIN RETAINED OBLIGATIONS OF STATION OWNER

Station Owner shall be responsible for and perform all services relating to the business and operation of the Station except for those services that Service Provider expressly agrees to provide pursuant to the terms and subject to the conditions of this Agreement. Among the services for which Station Owner shall remain responsible are those set forth in this Article V, including the following obligations with respect to the business and operations of the Station in accordance with and subject to the following provisions:

Section 5.1 Procurement of Programming. Station Owner shall maintain for the Station and shall provide separate managerial and other personnel to carry out the selection, procurement and scheduling of programming for the Station and to otherwise perform such duties and responsibilities retained by Station Owner hereunder and as may be required to comply with the Communications Act and the FCC Rules.

Section 5.2 Control of the Station and FCC Compliance. Station Owner shall continue to maintain full control over the operations of the Station, including programming, key personnel, facilities and finances. Station Owner shall be responsible for, and shall comply in all material respects with (a) the terms and conditions of the FCC Licenses with respect to the Station, including the requirements of the main studio rules, and (b) all applicable provisions of the Communications Act, the FCC Rules and all other Applicable Law with respect to the operation of the Station. Station Owner shall file in a timely and complete manner all reports and applications required to be filed with the FCC or any other Governmental Authority. Without limiting the generality of the foregoing, Station Owner shall employ at least two full-time employees (and no fewer than the number required to comply with Applicable Law) in connection with the business and management of the Station, one of whom shall be the station manager.

Section 5.3 Insurance. Station Owner shall maintain in effect policies of insurance insuring the assets and the business of the Station in accordance with good industry practices and consistent with the coverage in terms of scope of the coverage and amounts as provided under

such policies as were in existence on the day prior to the Commencement Date, including casualty, property, and personal liability and libel, slander, defamation, invasion of privacy and related insurance.

Section 5.4 Certain Retained Payment Responsibilities. As between the parties hereto, Station Owner shall be solely responsible for all operating costs associated with the Station, including the cost of electricity, other utilities, taxes relating to the business and operation of the Station; the salaries, insurance and all other costs for all personnel employed by Station Owner or its Affiliates; expenditures related to maintenance and filings with respect to the FCC Licenses relating to the Station and other expenses of compliance with the Communications Act and other Applicable Law in connection with Station Owner's ownership and operation of the Station, including attorneys' fees of Station Owner incurred in connection therewith; insurance premiums with respect to the business and property of Station Owner, and all payments for the acquisition or licensing of programming with respect to the Station and all music rights payments, if any, relating to the broadcast or transmission of announcements, advertising and programming on the Station, other than those associated with the Delivered Programming; *provided, however*, (a) Station Owner shall provide and maintain at its expense all music license rights and copyright licenses for broadcast on the Station for music contained in the Delivered Programming that is in the repertoires of ASCAP, BMI and SESAC; and (b) Service Provider shall be responsible for all other music license rights and other copyright licenses with respect to music or other content contained in the Delivered Programming except as expressly provided in the foregoing clause (a).

Section 5.5 Retransmission Consent Agreements. As between the parties hereto, Station Owner shall be solely responsible for the maintenance, enforcement and negotiation of retransmission consent agreements for the Station with cable, satellite and other multichannel video providers.

Section 5.6 No Joint Advertising Sales. Station Owner shall retain sole authority to set prices for the advertising sales of the Station and to conduct and manage such sales, including with respect to (a) advertising on the Delivered Programming, (b) advertising in connection with the Station Website, and (c) the supervision and control of all employees and agents engaged in connection with the advertising sales of the Station.

Section 5.7 Website and IT Matters. Station Owner shall be solely responsible for maintaining and operating a website for the Station (the "*Station Website*") and providing all materials and content for the Station Website. Station Owner shall also be responsible for establishing wide-area-network connectivity between the Station and Station Owner's corporate headquarters and any required ancillary connectivity.

Section 5.8 High Definition Programming. The parties acknowledge and agree that Service Provider's technical facilities do not enable broadcasts in high definition and that, as of the Commencement Date, the Delivered Programming will not be provided in the high definition format. In the event that Service Provider, in its sole discretion, elects to upgrade its technical facilities to enable high definition broadcasts, Station Owner agrees to contribute a mutually agreed upon amount to the project. From and after completion of the project, Service Provider shall provide all Delivered Programming in the high definition format.

ARTICLE VI– CONSIDERATION AND COSTS

Section 6.1 SSA Fee. In consideration for the Shared Services to be provided to Station Owner by Service Provider pursuant to this Agreement, Station Owner shall pay to Service Provider for each calendar month during the Term the SSA Fee, as described in and calculated in accordance with Schedule A hereto. The SSA Fee shall be payable monthly, in arrears, as set forth in Schedule A hereto.

Section 6.2 Service Provider Costs. Service Provider shall be solely responsible for making all payments of 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.

ARTICLE VII– TERM AND TERMINATION

Section 7.1 Term. This Agreement shall be deemed effective, and the initial term hereof shall commence, on and as of the date hereof and such initial term (the “*Term*”) shall continue until the eighth (8th) anniversary of the Commencement Date, unless earlier terminated in accordance with Section 7.2 below.

Section 7.2 Termination.

(a) Mutual Agreement. This Agreement may be terminated at any time by mutual written agreement of the parties hereto.

(b) Termination by Station Owner or Service Provider. This Agreement may be terminated by Station Owner 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 one hundred eighty (180) days after delivery of such notice; *provided, however*, that if termination of this Agreement is required by Applicable Law as of an earlier date than such 180th day, then in such event termination shall be deemed effective as of such earlier date required by Applicable Law:

(i) this Agreement 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; or

(ii) there has been a change in the Communications Act or the FCC Rules that causes this Agreement to be in violation thereof (whether in whole or in material part) and the applicability of such change is not subject to appeal or further administrative review.

(c) Termination by Service Provider. This Agreement may be terminated by Service Provider, by written notice to Station Owner, upon the occurrence of any of the following events, *provided* that any such termination shall be effective as of the date one hundred eighty (180) days after such notice:

(i) if Service Provider is not then in material breach and Station Owner is in material breach under this Agreement (other than a breach by Station Owner of any of its payment obligations hereunder) and Station Owner has failed to cure such breach within forty-five (45) days after receiving written notice of such breach from Service Provider, or if Service Provider is not then in material breach and Station Owner breaches any of its payment obligations to Service Provider hereunder (other than any such payment obligation that is being contested in good faith) which breach shall not have been cured within fifteen (15) days after receiving written notice of such breach from Service Provider;

(ii) if Station Owner or any Affiliate of Station Owner 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 Owner or any Affiliate of Station Owner under any federal or state insolvency law which, if filed against Station Owner or any Affiliate of Station Owner, has not been dismissed within thirty (30) days thereof; or

(iii) if, at any time during the Term, the Service Station, with respect to its primary channel, is not an affiliate of a Major Television Network, provided that the failure of the Service Station to be an affiliate of a Major Television Network, including upon a termination of the network affiliation agreement of the Service Station, shall not have been proximately caused by any act or omission of Service Provider.

(d) Termination by Station Owner. This Agreement may be terminated by Station Owner, 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 one hundred eighty (180) days after such notice:

(i) if Station Owner is not then in material breach and Service Provider breaches any of its obligations under this Agreement which breach reasonably could be expected to result in the revocation or non-renewal of the Station's FCC Licenses and such breach shall not have been cured within forty-five (45) days after receiving written notice of such breach from Station Owner, or if Service Provider breaches any of its payment obligations to Station Owner (other than any such payment obligation that is being contested in good faith) which breach shall not have been cured within fifteen (15) days after receiving written notice of such breach from Station Owner;

(ii) 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

(iii) if, at any time during the Term, the Station, with respect to its primary channel, is not an affiliate of a Major Television Network, provided that the failure of the Station to be an affiliate of a Major Television Network, including upon a termination of the

network affiliation agreement of the Station, shall not have been proximately caused by any act or omission of Station Owner.

(e) Upon Restraint of this Agreement. If any order of any Governmental Authority shall be in effect, including as a result of a Third Party Claim, and including any preliminary injunction or temporary restraining order, or there shall be any Applicable Law, the effect of which shall be to prohibit or enjoin the performance of this Agreement, then either party shall have the right to terminate this Agreement upon written notice to the other, which notice shall be effective as of the date one hundred eighty (180) days after such notice hereunder; *provided, however,* that in the event that outside counsel to the terminating party shall advise such party that such order of the applicable Governmental Authority or Applicable Law shall require termination of this Agreement as of a date earlier than such one hundred eighty (180) - day period contemplated hereunder, then such notice of termination shall be effective as of such earlier date required by such Governmental Authority or Applicable Law, as the case may be.

(f) Upon a Force Majeure Event. Either party may terminate this Agreement upon written notice to the other upon the occurrence of a Force Majeure Event that precludes performance of the Agreement by the other party and that shall continue for a period of ninety (90) consecutive days.

(g) Termination By Service Provider Upon Sale Of Station. Within three hundred and sixty five (365) days following consummation of any transfer or assignment of the FCC license of the Station to a third party not controlled by or under common control with the Station Owner, the Service Provider, upon one hundred and twenty (120) days written notice to the transferee or assignee, may terminate this Agreement.

(h) Termination By Station Owner Upon Sale Of Service Station. Within three hundred and sixty-five (365) days following consummation of any transfer or assignment of the FCC license of the Service Station to a third party not controlled by or under common control with the Service Provider, the Station Owner, upon one hundred and twenty (120) days written notice to the transferee or assignee, may terminate this Agreement.

Section 7.3 Certain Matters Upon Termination.

(a) The termination of this Agreement or the expiration of the Term shall be without prejudice to any rights or obligations of the parties that may have accrued prior to the effective time of such termination or expiration.

(b) Upon any termination, the parties shall reasonably cooperate with each other to effect a transition to Station Owner of those duties and functions undertaken by Service Provider under this Agreement.

ARTICLE VIII– REPRESENTATIONS AND WARRANTIES OF STATION OWNER

Station Owner represents and warrants to Service Provider as follows:

Section 8.1 Authorization and Binding Obligation. The execution, delivery, and performance of this Agreement by Station Owner 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 Owner 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.

Section 8.2 Absence of Conflicting Agreements or Consents. The execution, delivery, and performance by Station Owner of this Agreement and the documents contemplated hereby (with or without the giving of notice, the lapse of time, or both): (a) will not conflict with the organizational documents of Station Owner; (b) to the actual knowledge of Station Owner 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 Owner; (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 Owner 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 Owner.

ARTICLE IX – REPRESENTATIONS AND WARRANTIES OF SERVICE PROVIDER

Service Provider represents and warrants to Station Owner as follows:

Section 9.1 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.

Section 9.2 Absence of Conflicting Agreements and Required Consents. The execution, delivery, and performance by Service Provider of this Agreement and the documents contemplated hereby (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.

ARTICLE X– INDEMNIFICATION AND REMEDIES

Section 10.1 By Service Provider.

(a) Service Provider shall indemnify, defend and hold harmless Station Owner and any employee, director, member, manager, officer, stockholder, or agent of Station Owner, or any of its Affiliates, successors or assignees (exclusive of Service Provider and its Affiliates and agents) (each, a “*Station Owner Indemnified Party*”), from and against, and reimburse and pay to such Station Indemnified Party, any Loss, which any such Station Indemnified Party may suffer, sustain or become subject to, in any way arising from, relating to, or as a result of:

(i) any act or omission of Service Provider, its Affiliates or their respective officers, directors, employees, agents or invitees;

(ii) the performance of the Shared Services in a manner materially inconsistent with the then-prevailing standards of the television and broadcast industry;

(iii) any breach by Service Provider of any of its obligations, representations, warranties, covenants and other agreements hereunder;

(iv) any Delivered Programming (exclusive in all events of any material, content or programming provided by Station Owner); or

(v) any Delivered Website Content (exclusive in all events of any material, content or programming provided by Station Owner).

(b) The obligations of Service Provider under this Section 10.1 shall survive any termination or expiration of this Agreement.

(c) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL (i) SERVICE PROVIDER BE LIABLE UNDER THIS SECTION 10.1 FOR PUNITIVE, TREBLE, EXEMPLARY, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES THAT ARE NOT ACTUAL DAMAGES IN ACCORDANCE WITH APPLICABLE LAW; OR (ii) SERVICE PROVIDER’S INDEMNIFICATION OBLIGATIONS UNDER THIS SECTION 10.1 EXTEND TO DAMAGES TO THE EXTENT ARISING OUT OF OR RESULTING FROM A BREACH BY STATION OWNER OF ITS REPRESENTATIONS, WARRANTIES, COVENANTS OR AGREEMENTS IN THIS AGREEMENT, OR FROM THE NEGLIGENCE OR WILLFUL MISCONDUCT OF STATION OWNER OR ANY OF THEIR EMPLOYEES, AGENTS OR AFFILIATES.

(d) Service Provider shall not be subject to the indemnification obligations set forth in this Section 10.1 unless an individual claim filed hereunder exceeds Fifty Thousand Dollars (\$50,000) or claims in the aggregate exceed Two Hundred Fifty Thousand Dollars (\$250,000).

Section 10.2 By Station Owner.

(a) Station Owner shall indemnify, defend and hold harmless Service Provider and any employee, director, member, manager, officer, stockholder or agent of Service Provider,

or any of its Affiliates, successors or assignees (each, a “*Service Provider Indemnified Party*”) from and against, and reimburse and pay to such Service Provider Indemnified Party, any Loss, which any such Service Provider Indemnified Party may suffer, sustain or become subject to, in any way arising from, relating to, or as a result of:

(i) any act or omission, event or occurrence that was or shall be caused by Station Owner, its employees, agents or Affiliates relating to the business and operations of Station Owner or the Station or the performance of Station Owner’s obligations hereunder, other than expenses to be paid by Service Provider and the obligations and liabilities that are the responsibility of Service Provider hereunder;

(ii) any libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights resulting from or relating to all material broadcast on the Station following the Commencement Date other than the Delivered Programming or any matter otherwise subject to indemnification pursuant to the terms and subject to the conditions of Section 10.1;

(iii) any breach by Station Owner of any of its obligations, representations, warranties, covenants and other agreements hereunder; and

(iv) without limiting paragraph (ii) above, (A) the business and operation of the Station (including the Station Website) or (B) any act or omission of Station Owner, its Affiliates or their respective officers, directors, employees, agents or invitees, except (with respect to both the prior clauses (A) and (B)) for liabilities expressly assumed by Service Provider in this Agreement or otherwise subject to indemnification pursuant to the terms and subject to the conditions of Section 10.1 above.

(b) The obligations of Station Owner under this Section 10.2 shall survive any termination or expiration of this Agreement.

(c) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL (i) STATION OWNER BE LIABLE UNDER THIS SECTION 10.2 FOR PUNITIVE, TREBLE, EXEMPLARY, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES THAT ARE NOT ACTUAL DAMAGES IN ACCORDANCE WITH APPLICABLE LAW; OR (ii) STATION OWNER’S INDEMNIFICATION OBLIGATIONS UNDER THIS SECTION 10.2 EXTEND TO DAMAGES TO THE EXTENT ARISING OUT OF OR RESULTING FROM A BREACH BY SERVICE PROVIDER OF ITS REPRESENTATIONS, WARRANTIES, COVENANTS OR AGREEMENTS IN THIS AGREEMENT, OR FROM THE NEGLIGENCE OR WILLFUL MISCONDUCT OF SERVICE PROVIDER OR ANY OF ITS EMPLOYEES, AGENTS OR AFFILIATES.

(d) Station Owner shall not be subject to the indemnification obligations set forth in this Section 10.2 unless an individual claim filed hereunder exceeds Fifty Thousand Dollars (\$50,000) or claims in the aggregate exceed Two Hundred Fifty Thousand Dollars (\$250,000).

Section 10.3 Procedure.

(a) 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 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.

(b) 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 (i) so requested by the Indemnifying Party to participate or (ii) 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.

(c) 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.

(d) 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.

(e) 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 10.3. Any claim under this Section 10.3 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 twenty (20) days within which to satisfy such Direct Claim. If the Indemnifying Party does not so respond within such twenty (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 Article X.

(f) A failure by an Indemnified Party to give timely, complete, or accurate notice as provided in this Section 10.3 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.

(g) The parties shall use their commercially reasonable efforts to collect the proceeds of any insurance that would have the effect of reducing any Losses (in which case such proceeds shall reduce such Losses). To the extent any Losses of an Indemnified Party are reduced by receipt of payment under insurance policies or from third parties not affiliated with the Indemnified Party, such payments (net of the expenses of the recovery thereof) shall be credited against such Losses and, if indemnification payments shall have been received prior to the collection of such proceeds, the Indemnified Party shall remit to the Indemnifying Party the amount of such proceeds (net of the cost of collection thereof) to the extent of indemnification payments received in respect of such Losses. The indemnification obligations hereunder shall survive any termination of this Agreement.

Section 10.4 Risk of Loss. Except to the extent otherwise provided pursuant to the terms and subject to the conditions of Section 10.1, 10.2 and 10.3 above, as applicable, the risk of Loss with respect to any real property or tangible personal property shall be with the owner thereof, whether Station Owner or Service Provider, as the case may be.

Section 10.5 Services Unique. The parties hereby agree that the services to be provided by the parties under this Agreement are unique and that substitutes therefor cannot be purchased or acquired in the open market. For that reason, the parties 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 and other Applicable Law then in effect, each 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 hereunder, and the parties hereby agree 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.

Section 10.6 Exclusivity. After the Commencement Date, the indemnification provided by this Article X shall be the sole and exclusive remedy of either of Service Provider and Station Owner against the other party hereto for any claim arising out of a breach of any representation, warranty, covenant or agreement herein or otherwise in connection with this Agreement; *provided* that this Article X shall not prohibit (a) injunctive relief (including specific performance) pursuant to Section 10.5 of this Agreement or if available under Applicable Law or (b) any other remedy available at law or in equity for any intentional fraud committed in connection with this Agreement.

ARTICLE XI – MISCELLANEOUS

Section 11.1 Survival. Notwithstanding anything to the contrary contained within this Agreement, Articles II, X, and XI, Section 5.2 and paragraph 3 of Schedule 3.1, shall survive the termination or expiration of this Agreement.

Section 11.2 Force Majeure. Any delay or interruption in the business or broadcast operation of the Station or the Service Station, in whole or in part, due to acts of God, strikes, lockouts, material or labor restrictions, governmental action, riots, natural disasters or any other cause not reasonably within the control of a party (a “*Force Majeure Event*”) shall not constitute a breach of this Agreement, and no party shall be liable to any other party for any liability or obligation with respect thereto.

Section 11.3 Unenforceability. If one or more provisions of this Agreement or the application thereof to any Person or circumstances shall be held by any Governmental Authority of competent jurisdiction to be invalid or unenforceable to any extent, or if the FCC should informally advise the parties to that effect, the parties shall attempt in good faith to amend the Agreement accordingly and 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 law, except that, if such invalidity or unenforceability should change the basic economic positions of the parties, 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, or any other Governmental Authority having jurisdiction with respect to the matters contemplated hereunder, alters or modifies its rules or policies in a fashion, or takes or proposes to take such other action, which would raise substantial and material questions as to the validity of any provision of this Agreement, including to the extent that such provision creates an impermissible attributable interest under the FCC Rules (an “*Unenforceability Event*”), the parties shall negotiate in good faith to revise any such provision of this Agreement in an effort to comply with all applicable FCC Rules or the rules or policies of such other Governmental Authority while attempting to preserve the intent of the parties as embodied in the provisions of this Agreement. The parties 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.

Section 11.4 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 B hereto.

Section 11.5 Assignment; Benefit; Binding Effect.

(a) Except as otherwise expressly provided below in this Section 11.5, no party may assign this Agreement or delegate its obligations under this Agreement without the prior written consent of the other party hereto. Service Provider shall assign its rights and delegate its obligations under this Agreement to any (i) successor in interest as the operator or licensee of the Service Station or (ii) purchaser of all or substantially all of the assets of such Service Station, including a bankruptcy trustee, a debtor in possession or a reorganized debtor.

(b) Any Person who shall be an assignee of this Agreement shall execute and deliver to the non-assigning party hereto an instrument in form and substance reasonably acceptable to such party, accepting such assignment of this Agreement and the rights and obligations of assigning party hereunder and agreeing to pay, discharge and perform the obligations and liabilities of such party hereunder in accordance with the terms hereof.

(c) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Without limiting Section 11.5(b) above, any permitted assignee of a party hereto shall be a party to this Agreement for all purposes hereof.

Section 11.6 Confidentiality; Press Releases. Each party hereto agrees that it will not at any time during or after the termination or expiration 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, proprietary or confidential information of the other party hereto. Without limiting the foregoing, neither party shall issue any press release or other similar public communication relating to this Agreement or the subject matter covered by this Agreement, or the activities of the parties under or in connection with this Agreement, without the prior written approval of the other party, except for communications required by Applicable Law as

reasonably advised by the issuing party's counsel (provided that the other party is given a reasonable opportunity to review and comment on any such press release or public communication in advance thereof to the extent legally permitted and the issuing party shall act in good faith to incorporate any comments provided by the other party on such press release or public communication). To the extent required by the Communications Act, the FCC Rules or other Applicable Law, each party shall 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.

Section 11.7 Relationship of the Parties; Nature of Services; Agents. This Agreement is not intended to be, and shall not be construed as, an agreement to form a partnership, a joint venture between the parties or any other arrangement (including a time brokerage arrangement or local marketing arrangement) that would give Service Provider an attributable interest in the Station under the FCC Rules. Except as otherwise specifically provided in this Agreement, no party shall be authorized to act as an agent of or otherwise to represent any other party hereto. Service Provider shall have the right, with respect to its obligations under this Agreement, to designate agents or otherwise subcontract with a third party to perform such obligations or portion thereof; provided that no such designation shall limit or modify the obligations or liability of Service Provider under this Agreement.

Section 11.8 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.

Section 11.9 Interpretation. The headings in this Agreement are inserted for convenience only and shall not constitute a part hereof. Except where the context requires otherwise, whenever used in this Agreement, the singular includes the plural, the plural includes the singular, the use of any gender is applicable to all genders and the word "or" has the inclusive meaning represented by the phrase "and/or." The words "include" and "including" and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words "without limitation." A reference in this Agreement to an Article, Section, Exhibit or Schedule is to the referenced Article, Section, Exhibit or Schedule of this Agreement. The wording of this Agreement shall be deemed to be the wording mutually chosen by the parties and no rule of strict construction shall be applied against either party. Unless expressly provided otherwise, all dollar figures in this Agreement are in the currency of the United States of America.

Section 11.10 Counterparts and Transmission of Signatures. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed original counterpart of this Agreement.

Section 11.11 Amendment; Waiver; Entire Agreement. This Agreement and the Exhibit and Schedules hereto (which are hereby incorporated by reference and made a part hereof) when executed and delivered by the parties thereto, collectively represent the entire

understanding and agreement among the parties hereto with respect to the subject matter hereof and supersede all prior agreements with respect to the subject matter hereof. No term or provision hereof may be changed, modified, 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 hereto shall be effective or binding unless in writing and signed by the party claimed to have given or consented to such waiver.

Section 11.12 Guaranty. Guarantor, for itself and its successors and assigns, hereby absolutely, unconditionally and irrevocably guarantees, as a principal obligor, and not merely as a surety, the due and punctual payment, performance and observance by Station Owner of the obligations of Station Owner under this Agreement, including the payment obligations of Station Owner under Section 6.1 and the indemnity obligations of Station Owner under Section 10.2 (referred to collectively as the “*Obligations*”), and all costs and expenses incurred by Service Provider in enforcing the Obligations, whether or not suit is instituted. This Section 11.12 shall be a continuing guaranty of the Obligations. Nothing except the full performance and indefeasible payments in full, in cash, of the Obligations shall release Guarantor from this guaranty. To the fullest extent permitted by applicable Law, the obligations of Guarantor hereunder shall not be affected by (i) the failure of a party to assert any claim or demand or to enforce any right or remedy against Station Owner pursuant to the provisions of this Agreement or otherwise or (ii) any change in the existence (corporate or otherwise) of Station Owner or Guarantor or any insolvency, bankruptcy, reorganization or similar proceeding affecting any of them or their assets. Guarantor acknowledges that it will receive direct and indirect benefits from the execution and delivery of this Agreement and that the guaranty and waivers set forth in this Section 11.12 are knowingly made in contemplation of such benefits. Guarantor hereby represents and warrants to Service Provider as follows: (i) the execution, delivery, and performance of this Agreement by Guarantor have been duly authorized by all necessary organizational action on the part of Guarantor; and (ii) this Agreement has been duly executed and delivered by Guarantor and constitutes the legal, valid, and binding obligation of Guarantor, enforceable against Guarantor in accordance with its terms.

[Signature Page Follows]

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

KNIN, LLC

[JOURNAL BROADCAST GROUP, INC]

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

As to Section 11.12 only:

RAYCOM MEDIA, INC.

By: _____
Name: _____
Title: _____

Schedule A

SSA Fee

For each calendar month during the Term, Station Owner shall pay, or shall cause to be paid, to Service Provider an amount equal to \$126,708.33, adjusted by a percentage increase of 2.5% annually on the anniversary of the Commencement Date (the “*SSA Fee*”). The SSA Fee shall be due and payable in arrears by the tenth (10th) day of the following calendar month. The SSA Fee shall be prorated for any partial month during the Term.

Schedule 4.2(a)

Schedule of Delivered Programming

As of the Commencement Date, Service Provider shall provide approximately twelve (12) hours of Delivered Programming per week, less breaks for commercial time consistent with Service Provider's practice for the Service Station, in accordance with the terms and subject to the conditions of this Agreement, as follows:

Monday – Friday:	7:00-7:58 a.m., local Station time 9:00-9:58 p.m., local Station time
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Saturday – Sunday	9:00-9:58 p.m., local Station time
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Station Owner acknowledges and agrees that the above time periods are the only time periods during which Service Provider shall provide the Delivered Programming to the Station. In the event of a preemption of the Delivered Programming by Station Owner for any reason, there shall be no extension beyond or modification of the above time periods. Station Owner shall ensure that the Delivered Programming shall not comprise more than 15%, by duration, of the programming broadcast on the Station during any broadcast week.

Service Provider and Station Owner may mutually agree to increase the number of hours of Delivered Programming. Station Owner acknowledges and agrees that any increase in the number of hours of Delivered Programming shall result in an increase in the SSA Fee as determined by Service Provider.

Schedule 4.2(c)

Policy Statement for Delivered Programming

Service Provider agrees to cooperate with Station Owner in providing to Station Delivered Programming of high quality and, for this purpose, to observe the following policies in the preparation, writing, production and delivery of the Delivered Programming.

CONTROVERSIAL ISSUE. 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, Station Owner may require that responsive programming be aired.

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, is prohibited.

PROGRAMMING PROHIBITIONS. Service Provider shall not knowingly provide to Station any of the following programs or announcements:

- (a) False Claims. Any commercial announcements that contain false or unwarranted claims for any product or service.
- (b) Unfair Imitation. Any commercial announcements that Service Provider knows to constitute an infringement of another advertiser’s rights through plagiarism or unfair imitation of either program idea or copy, or any other unfair competition.
- (c) Commercial Disparagement. Any commercial announcement that Service Provider knows to constitute unlawful disparagement of competitors or competitive goods.
- (d) Obscenity/Indecency/Profanity. Any programs or announcements that in the good faith opinion of Service Provider are obscene or indecent, as those terms are interpreted and applied by the FCC or any programs or announcements that are slanderous, obscene, profane, vulgar, repulsive or offensive, either in theme or treatment.
- (e) Unauthorized Testimonials. Any testimonials which Service Provider knows cannot be authenticated.
- (f) Conflict Advertising. Any advertising matter or announcement which may, in the reasonable opinion of Station Owner, be injurious or prejudicial to the interest of the public, the Station, or honest advertising and reputable business in general.

- (g) **Fraudulent or Misleading Advertisement.** Any advertisement matter, announcement, or claim which Service Provider knows to be fraudulent, misleading, or untrue.

LOTTERIES. Announcements giving any information about lotteries or games prohibited by Applicable Law are prohibited.

RELIGIOUS PROGRAMMING RESTRICTIONS. The subject of religion and references to particular faiths, tenets, and customs shall be treated with respect at all times.

CREDIT TERMS ADVERTISING. Any advertising of credit terms shall be made over the Station in accordance with Applicable Law.

NO ILLEGAL ANNOUNCEMENTS. No announcements or promotion prohibited by Applicable Law shall be made over the Station. At Station Owner's request, any game, contest, or promotion relating to or to be presented over the Station must be fully stated and explained in advance to Station Owner, which reserves the right in its sole discretion to reject any game, contest, or promotion.

STATION OWNER DISCRETION PARAMOUNT. In accordance with the responsibilities of Station Owner under the Communications Act and the FCC Rules, Station Owner reserves the right to reject or terminate any Broadcast Material proposed to be presented or being presented over the Station which is in conflict with the policy of Station Owner or which in the reasonable judgment of Station Owner would not serve the public interest.

PROGRAMMING IN WHICH SERVICE PROVIDER HAS A FINANCIAL INTEREST. Service Provider shall advise Station Owner with respect to any Broadcast Material concerning goods or services in which Service Provider has a material financial interest. Any announcements for such goods and services for which Service Provider charges less than its regular rate shall clearly identify Service Provider's financial interest.

MISCELLANEOUS.

(a) **Waiver.** To the extent legally permissible, Station Owner may waive any of the foregoing policies in specific instances if, in its opinion, good broadcasting in the public interest is served.

(b) **Prior Consent.** In any case where questions of policy or interpretation arise, Service Provider will attempt in good faith to submit the same to Station Owner for decision before making any commitments in connection therewith.