

## **TIME BROKERAGE AGREEMENT**

This TIME BROKERAGE AGREEMENT (this “Agreement”), dated as of September 19, 2014, is entered into by and between World Television of Washington, LLC, a Delaware limited liability company (“Licensee”) and Fox Television Stations, Inc., a Delaware corporation (“Programmer”).

**WHEREAS**, Licensee is the licensee of and owns and operates television broadcast station KBCB(TV) in Bellingham, Washington, Facility ID No. 53586 (the “Station”);

**WHEREAS**, Licensee, Programmer and Venture Technologies Group, LLC have entered into that certain Asset Purchase Agreement dated as of September 19, 2014 (the “Purchase Agreement”) pursuant to which the assets of the Station and the licenses and other authorizations issued by the Federal Communications Commission (“FCC”) for the Station are to be sold or otherwise assigned to Programmer (the “Transaction”);

**WHEREAS**, pending consummation of the Transaction, Programmer desires to acquire broadcast time on the Station for its programming and advertising, subject to the limitations set forth herein and in accordance with the rules, regulations and policies of the FCC; and

**WHEREAS**, this Agreement shall only become effective on the TBA Commencement Date.

**NOW, THEREFORE**, in consideration of the foregoing, the mutual representations, warranties and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

### **SECTION 1. USE OF STATION AIR TIME**

1.1. Scope. Commencing on the TBA Commencement Date and during the Term, Licensee shall make available to Programmer substantially all of the broadcast time of the Station in accordance with the terms of this Section 1.1. Programmer shall procure at its own expense and transmit to Licensee for broadcast on the Station programming of Programmer’s selection (the “FTS Programming”) for twenty-four (24) hours, seven (7) days per week, except for: (i) downtime occasioned by routine maintenance consistent with prior practice; (ii) times when Programmer’s programs are not accepted or are preempted by Licensee in accordance with this Agreement; (iii) times when the Station is not broadcasting because of Force Majeure Events (as defined below); (iv) at Licensee’s option, the period between 6:00 a.m. and 8:00 a.m. each Sunday morning; and (v) obligations of Licensee under the Current Programming Agreement. Except as otherwise provided in this Agreement, Licensee agrees to broadcast the FTS Programming in its entirety, including commercials at the times specified, on the facilities of the Station without interruption, deletion, or addition of any kind.

1.2. Advertising and Programming Revenues. All of the accounts receivable of the Station as of the TBA Commencement Date shall be disbursed as set forth in Section 6.07 of the Purchase Agreement. During the Term, Programmer will be exclusively responsible for the sale

of advertising on the Station and for the collection of accounts receivable arising therefrom, and Programmer shall be entitled to all revenues arising from the FTS Programming and from all other programming on the Station (including all revenues under the Current Programming Agreement).

1.3. Payment. In consideration of the rights granted under this Agreement, Programmer shall pay Licensee the fees as provided for in Schedule 1.3 hereto.

1.4. Term. The term of this Agreement (the “Term”) shall commence on the TBA Commencement Date and shall continue in full force and effect until the earlier to occur of (i) the consummation of the transactions contemplated by the Purchase Agreement, (ii) the termination of the Purchase Agreement in accordance with its terms, (iii) the termination of this Agreement in accordance with Section 7 hereof, or (iii) the fourth (4<sup>th</sup>) anniversary of the TBA Commencement Date, provided that, at the election of Programmer prior to the end of the initial term, the initial term may be extended for a second successive four (4) year term (i.e., until the eighth (8<sup>th</sup>) anniversary of the TBA Commencement Date).

## **SECTION 2. OBLIGATIONS AND RIGHTS OF LICENSEE**

2.1. Control. Notwithstanding anything to the contrary in this Agreement, Licensee shall have full authority, power and control over the operation of the Station, including the Station’s programming and finances, and over all personnel working at the Station during the Term. Programmer acknowledges and agrees that Licensee is and shall remain responsible for operating the Station in the public interest and controlling the day-to-day operations of the Station in conformance with its FCC licenses, permits and authorizations. Licensee may preempt, reject or delete any FTS Programming that Licensee determines in its good faith discretion is unsatisfactory, unsuitable or contrary to the public interest or substitute programming that, in Licensee’s opinion, is of greater local or national importance or that is designed to address the problems, needs and interests of the local communities. In the event that any FTS Programing is preempted, rejected or deleted by Licensee, Programmer shall be entitled to a pro rata reduction or offset of any amounts due to Licensee under this Agreement. Licensee shall be responsible for the Station’s compliance with all applicable provisions of the Communications Act of 1934, as amended (the “Communications Act”), the rules, regulations and written policies of the FCC (the “FCC Rules” and collectively with the Communications Act, the “Communications Laws”), and all other applicable laws.

2.2. Additional Licensee Obligations. Licensee shall (a) promptly provide Programmer with copies of all correspondence and complaints received from the public with respect to the Station (including any telephone logs of complaints called in), and copies of all program logs and promotional materials; (b) coordinate with Programmer the Station’s hourly station identifications and any other announcements required to be aired by the Communications Laws; (c) continue to maintain and staff a studio, with programming origination capabilities, at an appropriate location for the Station in compliance with the Communications Laws (the “Studio”); (d) maintain the Station’s public inspection file online and any portion of the file required to be kept within the Station’s community of license or at the Studio; (e) prepare and place in such inspection file in a timely manner all material required by the Communications Laws; (f) maintain the Station’s logs, receive and respond to telephone inquiries, and control and oversee any remote control point for the Station; (g) timely make all filings (and any payments

associated therewith) for the Station with the FCC as required under the Communications Laws; and (h) comply in all respects with the Communications Laws.

### **SECTION 3. OBLIGATIONS AND RIGHTS OF PROGRAMMER**

3.1. Compliance with Laws. All FTS Programming, including all advertising spots and promotional material or announcements, shall conform in all material respects to all applicable provisions of the Communications Laws and all other laws or regulations applicable to the broadcast of programming by the Station. At no time during the Term shall Programmer or its employees or agents represent, hold out, describe, or portray Programmer as the licensee or owner of the Station.

3.2. Cooperation with Licensee. Programmer shall provide to Licensee information about the children's educational/informational programming and the amount of commercial matter in the children's educational/informational programming, and other reasonably requested information to enable Licensee to prepare other records, reports and logs required by the FCC or other local, state or federal governmental agencies. Programmer shall cooperate with Licensee to ensure that emergency alert system transmissions are properly performed in accordance with Licensee's instructions. On or before January 3, April 3, July 3, and October 3 of every year during the Term, Programmer shall provide to Licensee a list of significant community issues addressed in the FTS Programming during the preceding quarter and the specific FTS Programming that addressed such issues.

3.3. Payola/Plugola. Programmer shall comply with the Communications Law with respect to any money or other consideration which has been paid or accepted, or has been promised to be paid or to be accepted, for the inclusion of any matter as a part of any programming or commercial material to be supplied by Programmer for broadcast on the Station, unless the party making or accepting such payment is identified in the program as having paid for or furnished such consideration in accordance with the Communications Laws.

3.4. Handling of Communications. Programmer shall promptly provide Licensee with the original or a complete copy of any correspondence from a member of the public relating to the FTS Programming to enable Licensee to comply with the requirements of the Communications Laws, including those regarding the maintenance of the public inspection file. Licensee shall promptly forward to Programmer all correspondence, payments, communications or other information and/or documents which it receives and which relate to the FTS Programming, including invoices, billing inquiries, checks, money orders, wire transfers or other payments for services or advertising.

### **SECTION 4. STATION OPERATIONS**

#### 4.1. Licensee's Responsibilities.

(a) Licensee shall employ at the Studio at least two (2) employees (such employees, the "Licensee Employees") consisting of a management level employee and another employee for such duties as may be determined by Licensee from time to time and such other personnel as Licensee determines may be required by the FCC Rules who will direct the

day-to-day operations of the Station and who will report to and be accountable to Licensee. Any costs associated with the Licensee Employees shall be paid by Licensee.

(b) Licensee shall timely pay all maintenance and repair costs for the Studio and the License Assets located at the Studio, and shall use commercially reasonable efforts to maintain the Studio and such License Assets in normal operating condition, ordinary wear and tear excepted, and in conformity in all material respects with all applicable FCC Rules.

(c) Licensee shall use commercially reasonable efforts to maintain the Station's transmission equipment and facilities in normal operating condition, ordinary wear and tear excepted, and in conformity in all material respects with all applicable FCC Rules. Any costs associated with the foregoing shall be paid by Licensee.

#### 4.2. Programmer's Responsibilities.

(a) Programmer shall employ and be responsible for the salaries, taxes, benefits, insurance and related costs for all of its personnel and facilities used in fulfillment of its rights and obligations under this Agreement.

(b) Programmer shall be responsible for timely paying all costs, including fees to ASCAP, BMI and SESAC, attributable to the FTS Programming. The parties acknowledge and agree that Programmer shall obtain its own ASCAP, BMI and SESAC licenses as of the TBA Commencement Date.

(c) Programmer shall be responsible for timely paying all costs associated with delivering the FTS Programming to the Station.

(d) Programmer shall maintain at its expense and with reputable insurance companies commercially reasonable coverage for broadcaster's liability insurance, worker's compensation insurance and commercial general liability insurance, consistent with industry practice.

(e) Programmer shall (a) operate the Station's web sites and related Internet and online activities in the manner Programmer chooses in its discretion, but in all material respects in compliance with applicable laws; and (b) assume, in accordance with the terms of this Agreement, all obligations relating thereto to the extent arising on or after the TBA Commencement Date.

(f) Programmer shall provide appropriate work space at the Studio to Licensee's employees.

### **SECTION 5. REPRESENTATIONS AND WARRANTIES**

#### 5.1. Licensee's Representations, Warranties and Covenants.

(a) Licensee represents that it is legally qualified, empowered and able to enter into this Agreement and that the execution, delivery, and performance hereof shall not constitute a breach or violation of any material agreement, contract or other obligation to which it is subject or by which it is bound.

(b) Except as required by applicable law or the FCC, Licensee shall use commercially reasonable efforts not to take any action or omit to take any action that would have a Material Adverse Effect upon the Station or upon any party's ability to perform this Agreement.

5.2. Programmer's Representations and Warranties.

(a) Programmer represents that it is legally qualified, empowered and able to enter into this Agreement and that the execution, delivery, and performance hereof shall not constitute a breach or violation of any material agreement, contract or other obligation to which it is subject or by which it is bound.

## **SECTION 6. INDEMNIFICATION**

6.1. Programmer's Indemnification. From and after the TBA Commencement Date, Programmer shall indemnify, defend, protect and hold harmless Licensee, its Affiliates, and their respective employees, officers, directors, shareholders and agents, and the successors and assigns of any of them, from and against, and reimburse them for, all claims, damages, liabilities, costs and expenses, including reasonable attorneys' fees and expenses arising from (a) the FTS Programming; (b) any claim for indecency, libel, slander, infringement of copyright or other intellectual property right, or violation of any right of privacy or proprietary right or violation of FCC Rules or other applicable law, as a result of the broadcast on the Station of the FTS Programming; (c) any breach by Programmer of any representation, warranty, covenant or other agreement hereunder; or (d) any action taken by Programmer or its employees or agents with respect to the Station, or any failure by Programmer or its employees or agents to take any action with respect to the Station, including but not limited to such party's payment and performance of obligations and liabilities, unless resulting from a failure by the other party to perform hereunder.

6.2. Licensee's Indemnification. From and after the TBA Commencement Date, Licensee shall indemnify, defend, protect and hold harmless Programmer, its Affiliates, and their respective employees, officers, directors, shareholders and agents, and the successors and assigns of any of them, from and against, and reimburse them for, all claims, damages, liabilities, costs and expenses, including reasonable attorneys' fees and expenses arising from (a) any programming provided by Licensee for broadcast on the Station during the Term; (b) any claim for indecency, libel, slander, infringement of copyright or other intellectual property right, or violation of any right of privacy or proprietary right or violation of FCC Rules or other applicable law, as a result of the broadcast on the Station of any programming provided by Licensee during the Term; (c) any breach by Licensee of any representation, warranty, covenant or other agreement hereunder; or (d) any action taken by Licensee or its respective employees or agents with respect to the Station, or any failure by such party or its employees or agents to take any action with respect to the Station, including but not limited to such party's payment and performance of obligations and liabilities, unless resulting from a failure by the other party to perform hereunder.

6.3. Procedures for Indemnification.

(a) A party entitled to be indemnified pursuant to this Section 6 ("Indemnified Party") shall promptly notify the party liable for such indemnification (the "Indemnifying Party")

in writing of any claim or demand that the Indemnified Party has determined has given or could give rise to a right of indemnification under this Agreement; provided, however, that a failure to give prompt notice or to include any specified information in any notice will not affect the rights or obligations of any party hereunder except and only to the extent that, as a result of such failure, any party that was entitled to receive such notice was damaged as a result of such failure. Subject to the Indemnifying Party's right to defend in good faith third party claims as hereinafter provided, the Indemnifying Party shall satisfy its obligations under this Section 6 within thirty (30) days after the receipt of written notice thereof from the Indemnified Party.

(b) If the Indemnified Party notifies the Indemnifying Party of any claim or demand pursuant to Section 6.3(a), the Indemnifying Party shall have the right to employ counsel reasonably acceptable to the Indemnified Party to defend any such claim or demand asserted against the Indemnified Party for so long as the Indemnifying Party shall continue in good faith to diligently defend against such action or claim. The Indemnified Party shall have the right to participate in the defense of any such claim or demand at its own expense. The Indemnifying Party shall notify the Indemnified Party in writing, as promptly as possible (but in any case five (5) Business Days before the due date for the answer or response to a claim) after the date of the notice of claim given by the Indemnified Party to the Indemnifying Party under Section 6.3(a) of its election to defend in good faith any such third party claim or demand. So long as the Indemnifying Party is defending in good faith any such claim or demand asserted by a third party against the Indemnified Party, the Indemnified Party shall not settle or compromise such claim or demand without the consent of the Indemnifying Party, which consent shall not be unreasonably withheld, and the Indemnified Party shall make available to the Indemnifying Party or its agents all records and other material in the Indemnified Party's possession reasonably required by it for its use in contesting any third party claim or demand. Whether or not the Indemnifying Party elects to defend any such claim or demand, the Indemnified Party shall have no obligations to do so. In the event: (i) the Indemnifying Party elects not to defend such claim or action; or (ii) the Indemnifying Party elects to defend such claim or action but fails to diligently defend such claim or action in good faith, the Indemnified Party shall have the right to conduct the defense thereof and to settle or compromise such claim or action without the consent of the Indemnifying Party, except that with respect to the settlement or compromise of such a claim, demand or action, the Indemnified Party shall not settle or compromise any such claim or demand or action without the consent of the Indemnifying Party (such consent not to be unreasonably withheld), unless the Indemnifying Party is given a full and completed release of any and all liability by all relevant parties relating thereto and has no obligation to pay any damages.

6.4. Limitations on Liability. Notwithstanding any other provision of this Agreement, except as a result of fraud, Licensee shall have no liability to Programmer, and Programmer shall have no liability to Licensee, under any circumstances for special, indirect, consequential, punitive or exemplary damages, or lost profits, diminution in value or any damages based on any type of multiple of any indemnified party.

6.5. Survival. This Section 6 shall survive the termination of this Agreement.

## **SECTION 7. TERMINATION AND REMEDIES UPON DEFAULT**

7.1. Termination. This Agreement shall terminate upon the occurrence of any of the following:

(a) subject to the provisions of Section 9.13 hereof, this Agreement is declared invalid or illegal in whole or substantial part by an order or decree of an administrative agency or court of competent jurisdiction, and such order or decree has become final and no longer subject to further administrative or judicial review;

(b) automatically upon the consummation of the Closing pursuant to the Purchase Agreement;

(c) upon the termination of the Purchase Agreement prior to the Closing;

(d) by Licensee by written notice if Programmer is in material breach of its obligations hereunder and has failed to cure such breach within thirty (30) days written notice from Licensee, provided that Licensee is not then in material default or breach hereof;

(e) by Programmer by written notice if Licensee is in material breach of its obligations hereunder and have failed to cure such breach within thirty (30) days written notice from Programmer, provided that Programmer is not then in material default or breach hereof;

(f) by Licensee by written notice if Programmer fails to pay when due any payment obligation under this Agreement;

(g) the mutual consent of the parties, which consent may be withheld in the sole discretion of each such party; or

(h) by Programmer or Licensee, in the event of a filing by or against the other party or its affiliates of any proceeding in bankruptcy, receivership or insolvency or other evidence of the inability of such other party or its affiliates to pay their respective liabilities when due.

## 7.2. Effect of Termination.

(a) During any period prior to the effective date of any termination of this Agreement, Programmer and Licensee agree to cooperate in good faith to ensure that the Station's operations will continue, to the extent possible, in accordance with the terms of this Agreement and that the termination of this Agreement is effected in a manner that will minimize, to the extent possible, any disruption of the Station's ongoing operations.

(b) Within forty-five (45) days of the termination or expiration of this Agreement, the parties shall prepare a final accounting relating to the activities covered by this Agreement. All revenue (including accounts receivable) generated and expenses incurred pursuant to this Agreement shall be prorated through and including the date of termination of this Agreement. Appropriate payments shall be made by the parties to effectuate this accounting. Any disputes between the parties concerning such payments shall be subject to dispute resolution in accordance with Section 9.8.

(c) If this Agreement is terminated for any reason other than upon consummation of the Transaction contemplated by the Purchase Agreement, the parties agree to cooperate with one another and to take commercially reasonable actions to return the parties to the status quo ante and the Licensee shall have no rights or obligations with respect to any FTS Programming.

(d) This Section 7.2 shall survive the termination of this Agreement.

7.3. Force Majeure. Any failure or impairment of facilities, any delay or interruption in broadcasting the FTS Programming or failure at any time to furnish facilities, in whole or in part, for broadcast, due to acts of God, strikes or threats thereof, acts of war or terrorism, civil riot, floods and any other cause beyond the reasonable control of Licensee or Programmer (collectively, "Force Majeure Events"), shall not constitute a breach of this Agreement, and neither Licensee nor Programmer, as the case may be will be liable to the other party therefor.

7.4. Remedies Cumulative. Except as otherwise set forth herein, the remedies provided for in this Agreement shall be cumulative and shall not preclude any party from asserting any other right, or seeking any other remedies, against the other party.

## **SECTION 8. CONDUCT OF PARTIES**

8.1. Insurance. Programmer shall maintain adequate errors and omissions insurance to cover the programming it airs pursuant to this Agreement with Licensee named as an additional insured.

8.2. Nondiscrimination. In accordance with Paragraphs 49 and 50 of FCC Report and Order No. FCC 07-217, Programmer shall not discriminate in any contract for advertising on the Station on the basis of race or gender, and all such contracts shall be evaluated, negotiated and completed without regard to race or gender. Programmer shall include a clause to such effect in all contracts for advertising on the Station, and if requested shall provide written confirmation of compliance with such requirement.

8.3. Carriage. Programmer and Licensee acknowledge and agree that (a) no MVPD Agreements are transferred or assigned from one party to the other party under the Purchase Agreement, this Agreement, or otherwise and (b) during the Term, (i) Licensee retains all rights with respect to the retransmission of the signal for the Station and (ii) Programmer has no authority (and is otherwise prohibited from) adding the Station to (or making the Station subject to) Programmer's MVPD Agreements and any such action to do so would be null and void and not effective.

## **SECTION 9. MISCELLANEOUS**

9.1. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. None of the parties may assign their rights under this Agreement without the other parties' prior written consent; provided, however, that Programmer may assign its rights hereunder to an affiliate of Programmer upon written notice to, but without consent of, Licensee, provided that Programmer shall remain liable for all of its obligations hereunder.

9.2. Other Agreements. No party shall enter into any other agreement with any third party that would conflict with or result in a material breach of this Agreement by that party.



9.3. Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or e-mail shall be effective as delivery of a manually executed counterpart of this Agreement.

9.4. Entire Agreement. This Agreement and the Schedule attached hereto constitute the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersede all prior agreements and understandings with respect to the subject matter hereof. No party makes any representation or warranty with respect to the transactions contemplated by this Agreement except as expressly set forth in this Agreement.

9.5. Amendments and Waivers. No amendment or waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of such amendment, waiver or consent is sought. No action taken pursuant to this Agreement, including any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant or agreement contained herein. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such party preclude any other or further exercise of any other right, power or remedy.

9.6. Taxes. Each party shall pay the Taxes levied or assessed against such party. For purposes of this Agreement, the term “Taxes” means all federal, state, local, foreign and other taxes, including income, estimated income, franchise, gross receipts, employment, license, payroll, excise, stamp, social security, unemployment, real property, personal property, sales, use, transfer and withholding taxes, including interest, penalties and additions in connection therewith, whether disputed or not.

9.7. Interpretation. Unless otherwise expressly provided, for purposes of this Agreement, the following rules of interpretation shall apply.

(a) Effectiveness. This Agreement shall only become effective on the TBA Commencement Date.

(b) Calculation of Time Period. When calculating the period of time before which, within which or following which, any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is a non-business day, the period in question shall end on the next succeeding business day.

(c) Dollars. Any reference in this Agreement to “\$” or “dollars” shall mean US dollars.

(d) Defined Terms. Any capitalized terms used in this Agreement but not otherwise defined herein shall be defined as set forth in the Purchase Agreement.

(e) Schedule. The Schedule to this Agreement is hereby incorporated and made a part hereof and are an integral part of this Agreement. The Schedule annexed hereto or referred to herein is hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in the Schedule but not otherwise defined therein shall be defined as set forth in this Agreement.

(f) Gender and Number. Any reference in this Agreement to gender shall include all genders, and words imparting the singular number only shall include the plural and vice versa.

(g) Headings. The division of this Agreement into Sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Agreement. All references in this Agreement to any "Section" are to the corresponding Section of this Agreement unless otherwise specified.

(h) Herein. The words such as "herein," "hereinafter," "hereof" and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires.

(i) Including. The word "including" or any variation thereof means (unless the context of its usage otherwise requires) "including, without limitation" and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it.

9.8. Governing Law; Submission to Jurisdiction. The construction and performance of this Agreement shall be governed by, and construed in accordance with, the Communications Laws and the law of the State of Delaware without regard to its principles of conflict of law to the extent they would result in the application of the laws of another jurisdiction. The exclusive forum for the resolution of any disputes arising hereunder shall be the courts of the State of Delaware, and each party hereto irrevocably submits to the exclusive jurisdiction of such courts in any such action or proceeding and irrevocably waives the reference of an inconvenient forum to the maintenance of any such action or proceeding. Each party agrees not to bring any action or proceeding arising out of or relating to this Agreement in any other court.

9.9. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY

9.10. Notices. All notices, requests, claims, demands and other communications given or made pursuant hereto shall be in writing (and shall be deemed to have been duly given or made upon receipt) by delivery in person (including delivery by nationally recognized overnight courier service) or by registered or certified mail (postage prepaid, return receipt requested) to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this provision):

If to Programmer:

Fox Television Stations, Inc.  
c/o Twenty-First Century Fox, Inc.  
1211 Avenue of the Americas, 8<sup>th</sup> Floor  
New York, NY 10036  
Attention: General Counsel

and

Fox Television Stations, Inc.  
1211 Avenue of the Americas, 21<sup>st</sup> Floor  
New York, NY 10036  
Attention: Chief Financial Officer

With a copy, which shall not constitute notice, to:

Hogan Lovells US LLP  
7930 Jones Branch Drive, Suite 900  
McLean, VA 22102  
Attention: Richard T. Horan, Jr.

and

Hogan Lovells US LLP  
875 Third Avenue  
New York, NY 10022  
Attention: Ira S. Sheinfeld and Alexander B. Johnson

If to Licensee:

World Television of Washington, LLC  
5670 Wilshire Boulevard, Suite 1300  
Los Angeles, CA 90036

With a copy, which shall not constitute notice, to:

Wiley Rein LLP  
1776 K Street NW  
Washington D.C. 20006  
Attention: Joan Stewart

9.11. No Joint Venture. Nothing in this Agreement shall be deemed to create a joint venture between Licensee and Programmer.

9.12. Specific Performance. Each party acknowledges and agrees that the breach of this Agreement would cause irreparable damage to each other party hereto and that no party will have an adequate remedy at law. Therefore, the obligations of Licensee and Programmer under this Agreement that are capable of being specifically performed under FCC Rules shall be

enforceable by a decree of specific performance issued by any court of competent jurisdiction, and appropriate injunctive relief may be applied for and granted in connection therewith. Such remedies shall, however, be cumulative and not exclusive and shall be in addition to any other remedies which any party may have under this Agreement or otherwise. Each of the parties hereto expressly disclaims that it is owed any duties not expressly set forth in this Agreement, and waives and releases any and all tort claims and causes of action that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement.

9.13. Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced because of any Law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, 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 a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

9.14. Further Assurances. Programmer and Licensee will each use their commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things reasonably necessary or desirable under applicable law to consummate the transactions contemplated by this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Time Brokerage Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

LICENSEE

WORLD TELEVISION OF WASHINGTON, LLC

By: \_\_\_\_\_

Name: Paul Koplin

Title: Managing Partner

PROGRAMMER

FOX TELEVISION STATIONS, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this Time Brokerage Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

LICENSEE

WORLD TELEVISION OF WASHINGTON, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

PROGRAMMER

FOX TELEVISION STATIONS, INC.

By:  \_\_\_\_\_

Name: Elisabeth J. Swanson

Title: Executive Vice President, Chief Financial  
Officer & Technical Operations