

**JOINT SALES AGREEMENT  
(TUCSON)**

THIS JOINT SALES AGREEMENT (this "**Agreement**") is made as of this 23rd day of December, 2013, (the "**Effective Date**"), by and between Sander Operating Co. V LLC (d/b/a KMSB Television), a Delaware limited liability company ("**Sales Agent**") and Tucker Operating Co. LLC (d/b/a KTTU Television), a Delaware limited liability company ("**Station Licensee**").

**WITNESSETH:**

**WHEREAS**, as of the date hereof, with the prior consent of the FCC (as defined below), and simultaneously with the consummation of the transactions contemplated by that certain Merger Agreement, dated as of June 12, 2013, (collectively, the "**Transaction**") by and between Belo Corp. ("**Belo**") and Gannett Co., Inc. ("**Gannett**"), Station Licensee has assumed and acquired from KTTU-TV, Inc. ("**Legacy Station Licensee**") certain assets (the "**Station Assets**") of Legacy Station Licensee related to television broadcast station KTTU(TV), Tucson, Arizona (Fac. ID 11908) (the "**Station**"), including the FCC licenses relating thereto (the "**FCC Licenses**");

**WHEREAS**, as of the date hereof, in connection with Transaction, Sales Agent has assumed and acquired from KMSB-TV, Inc. ("**Legacy Service Licensee**") certain assets (the "**Service Station Assets**") of Legacy Service Licensee related to television broadcast station KMSB(TV), Tucson, Arizona (Fac. ID 44052) (the "**Service Station**");

**WHEREAS**, among the Station Assets assumed and acquired by Station Licensee is that certain Shared Services Agreement by and among Legacy Station Licensee and Legacy Service Licensee, on the one hand, and KOLD, LLC ("**Raycom**"), on the other hand, dated as of November 15, 2011, pursuant to which Raycom provides certain shared services to the Station and the Service Station (the "**Legacy SSA**");

**WHEREAS**, under the common ownership of Belo, the Station and the Service Station were owned and operated together, with the Legacy Service Licensee providing joint sales services to the Station;

**WHEREAS**, in connection with the consummation of the Transaction and in compliance with the FCC Rules (as hereinafter defined), Station and Service Station are now owned by unrelated parties;

**WHEREAS**, in order to maintain and continue the existing provision of joint sales services in connection with the business of each of the Station and the Service Station, and in view of the role of such joint sales services in the efficient promotion of the economic and business development of the Station, the parties hereto desire to enter into this Agreement as of and with respect to the period following the closings of their respective acquisitions of the Station and Service Station; and

**NOW, THEREFORE**, in consideration of the foregoing premises and the mutual promises, undertakings, covenants and agreements of the parties contained in this Agreement, the parties hereto, intending to be legally bound, hereby agree as follows:

## 1. DEFINITIONS

1.1 ***Terms Defined in this Section.*** The following terms, as used in this Agreement, shall have the meanings set forth in this Section:

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

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

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

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

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

***"Market"*** means the Nielsen Designated Market Area that encompasses the Station.

***"Network"*** means any national television network party to any network affiliation agreement to which Station Licensee is a party with respect to the Station.

***"Non-Primary Spectrum"*** means the portion of a Station's digital broadcast spectrum authorized by the FCC for the operation of such Station that is not used or intended for use in the transmission of such Station's Primary Channel.

***"Option Agreement"*** means that certain Option Agreement, dated as of the date hereof, by and between Station Licensee and Gannett, as such agreement may be amended from time to time pursuant to the terms thereof.

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

***"Primary Channel"*** means that portion of the program transport feed of a Station's digital signal that constitutes the primary video and audio presentation of such Station's digital signal.

1.2 **Additional Defined Terms.** In addition to the defined terms in the preamble, recitals and Section 1.1 hereof, the following is a list of terms used in this Agreement and a reference to the section or schedule hereof in which such term is defined:

<u>Term</u>	<u>Section</u>
Advertisements	Section 4.1(a)
Broadcast Material	Section 4.3
Disclosure Statement	Section 5.2(c)
Initial Term	Section 2.1(a)
JSA Fee	Section 3.1(a)
Licensee Retained Revenue Amount	Section 3.1(b)
National Advertisements	Section 4.1(a)
Net Sales Revenue	<i>Schedule 3.1</i>
Other Advertisements	Section 4.1(a)
Policy Statement	Section 4.3
PSAs	Section 4.1(b)
Television Advertisements	Section 4.1(a)
Term	Section 2.1(b)
Trade Agreements	Section 4.4
Website Advertising	Section 4.1(c)

## 2. **Term**

### 2.1 **Term.**

(a) **Initial Term.** This Agreement shall be deemed effective, and the initial term hereof shall commence, on and as of the Effective Date and such initial term (the “**Initial Term**”) shall continue until the eighth (8th) anniversary of the Effective Date, unless terminated in accordance with Section 2.2 below.

(b) **Renewal Term.** This Agreement shall be renewed automatically for successive two-year renewal terms (the Initial Term and any such renewal term hereinafter referred to as the “Term”) unless either party provides the other party with written notice of nonrenewal at least one-hundred-eighty (180) days prior to the expiration of the then-current Term.

### 2.2 **Termination.**

(a) **Mutual Agreement.** This Agreement may be terminated at any time by mutual agreement of the parties. This Agreement shall terminate as of the time immediately following the Option Closing (as such term is defined in the Option Agreement) under the Option Agreement.

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

(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, and the parties, acting in good faith, are unable to agree upon a modification of the Agreement so as to cause the Agreement to comply with Applicable Law; or

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

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

(i) if Sales Agent is not then in material breach and Station Licensee is in material breach under this Agreement (other than a breach by Station Licensee of any of its payment obligations hereunder) and Station Licensee has failed to cure such breach within thirty (30) days after receiving written notice of such breach from Sales Agent, or if Sales Agent is not then in material breach and Station Licensee breaches any of its payment obligations to Sales Agent 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 Sales Agent;

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

(iii) upon and at any time following termination of the Option Agreement.

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

notice, the termination hereunder shall not be effective until the earlier of (i) the Option Closing or (ii) the termination of the Option Agreement:

(i) if Station Licensee is not then in material breach and Sales Agent 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 thirty (30) days after receiving written notice of such breach from Station Licensee;

(ii) if Sales Agent 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 Sales Agent or any of its Affiliates under any federal or state insolvency law which, if filed against Sales Agent or any of its Affiliates, has not been dismissed within thirty (30) days thereof; or

(iii) upon and at any time following termination of the Option Agreement.

### 2.3 *Certain Matters Upon Termination.*

(a) *Continuing Obligations.* No expiration or termination of this Agreement shall limit or impair any party's rights to receive payments due and owing hereunder on or before the effective date of such termination or expiration.

(b) *Cooperation.* Notwithstanding anything to the contrary contained in this Agreement, if this Agreement is terminated pursuant to the second sentence of Section 2.2(a) following the Option Closing, the parties shall cooperate with each other as may be reasonably requested to effect an allocation of the revenues and expenses for any partial calendar month resulting from such termination or to effect any working capital payment required in connection with such allocation or a related transfer of control pursuant to the Option Agreement.

## 3. *Consideration*

### 3.1 *Licensee Retained Revenue Amount and Payment of JSA Fee.*

(a) As consideration for the services of Sales Agent hereunder, including its sales agency, marketing and other duties under this Agreement, Station Licensee shall pay to Sales Agent a monthly commission in an amount equal to thirty percent (30%) of the total amount of Net Sales Revenue for each calendar month (or portion thereof) during the Term (the "*JSA Fee*").

(b) For the avoidance of doubt, with respect to this Agreement, the remaining seventy percent (70%) of the total amount of Net Sales Revenue for each applicable calendar month (or portion thereof) hereunder (the "*Licensee Retained Revenue Amount*") shall be retained by, and be the property of, Station Licensee.

(c) The JSA Fee and corresponding Licensee Retained Revenue Amount for each calendar month during the Term shall be calculated with respect to the immediately preceding calendar month in accordance with *Schedule 3.1* and shall be due and payable on the fifteenth (15th) day of each calendar month. The JSA Fee and Licensee Retained Revenue Amount shall be prorated for any partial calendar month during the Term.

4. ***Scope of Services***

4.1 ***Sales and Related Services.***

(a) ***Station Sales.*** Except as expressly provided to the contrary herein, Station Licensee hereby retains Sales Agent on an exclusive basis to market and sell all forms of regional and local spot advertising (including political advertising), sponsorships, direct response advertising, paid programming (including infomercials), and all long-form advertising broadcast on the Station, including, for the avoidance of doubt, on the Station's Primary Channel and its Non-Primary Spectrum (the "***Television Advertisements***") and all forms of advertisements relating to distribution of the Station's programming or otherwise utilizing the spectrum allocated to the Station, whether by mobile device or other means of distribution, whether or not now existing (the "***Other Advertisements***"), during the Term. National advertisements broadcast on the Station (the "***National Advertisements***") shall be sold by Station Licensee's national rep firm. Sales Agent shall determine the placement and duration of the Television Advertisements, Other Advertisements, National Advertisements and Website Advertising (as hereinafter defined) (collectively, the "***Advertisements***"); *provided, however*, that Station Licensee shall retain ultimate authority with respect to establishing or setting rates for Advertisements. If applicable, Sales Agent may sell the Advertisements in combination with the advertisements of stations owned by Sales Agent; *provided, however*, that under no circumstances may Sales Agent require advertisers to purchase time on the Station and any other station together. In connection with the Advertisements, Sales Agent shall provide reasonable traffic and billing and collection services of accounts receivable in a manner consistent in all material respects with the provision of such services at Sales Agent's stations in other markets.

(b) ***PSA Placements.*** Sales Agent acknowledges that the Station has in the past provided time for the promotion of public service organizations in the form of public service announcements ("***PSAs***"), and agrees to release spot time to Station Licensee for the broadcast of PSAs at times and in amounts consistent with the Station's past practices. Sales Agent and Station Licensee shall cooperate in good faith concerning the placement of the PSAs to be broadcast on the Station; *provided, however*, that Station Licensee shall be ultimately responsible for selecting, obtaining and scheduling PSAs for broadcast on the Station.

(c) ***Station Websites.*** Except to the extent set forth on *Schedule 4.1(c)*, Sales Agent shall have the exclusive right to sell any and all advertising on the Station's websites, including display advertising that appears in the same pageview as, or adjacent to, editorial content on such website, or advertising embedded into audio or visual content posted or otherwise displayed on such websites (including text ads, banner ads, instream ads, pre-roll ads, wallpaper ads, video ads and sponsorships) ("***Website Advertising***").

4.2 ***[Reserved].***

4.3 **Content Policies.** All material furnished by Sales Agent for broadcast on the Station, including all Advertisements (collectively, "**Broadcast Material**"), shall comply with applicable federal, state and local regulations and policies, including commercial limits in children's programming. Station Licensee shall have the right to preempt any Broadcast Material to present program material of greater local or national importance. Station Licensee may reject any Broadcast Material if it reasonably determines that the broadcast of such material would violate Applicable Law or would otherwise be contrary to the public interest. Station Licensee shall promptly notify Sales Agent of any such rejection, preemption, or rescheduling and shall cooperate with Sales Agent in efforts to fulfill commitments to advertisers and syndicators. *Schedule 4.3* sets forth Station Licensee's statement of policy (the "**Policy Statement**") with regard to the Broadcast Material. Sales Agent shall ensure that the Broadcast Materials are in compliance with the terms of this Agreement and the Policy Statement.

4.4 **Trade and Barter Spots.** On or as soon as reasonably practicable after the Effective Date, Station Licensee shall, to the extent reasonably practicable, deliver to the Sales Agent a list, which is accurate and complete in all material respects, of all contracts for the sale of advertising time on the Station for non-cash consideration that are in effect as of, and will extend beyond, the Effective Date ("**Trade Agreements**"). Sales Agent shall comply with and honor all such Trade Agreements, if and to the extent that Trade Agreement spots may be broadcast on a preemptible basis. The dollar value of advertising time on the Station provided to advertisers pursuant to Trade Agreements entered into before the Effective Time shall not be included in the computation and determination of Net Sales Revenue for purposes of this Agreement. After the Effective Date, Sales Agent and Station Licensee shall have the right to enter into new contracts for the sale of Advertisements for non-cash consideration, *provided* that the parties agree to each such Trade Agreement and *provided further* that the dollar value of such advertising time on the Station for such Trade Agreements shall be included in the computation and determination of Net Sales Revenue for purposes of this Agreement. The parties shall mutually agree as to the use of the non-cash consideration received for each new Trade Agreement. For purposes of this Section 4.4, the term "Trade Agreement" applies only to the bartering of advertising in return for goods and services other than programming.

4.5 **Pre-Commencement Accounts Receivable.** Any accounts receivable or revenue accrued as of the time prior to the Effective Date shall not be included in Net Sales Revenue.

4.6 **Monthly Reports; Books and Records.** The following obligations shall begin on the first day of the first full calendar month beginning after the Effective Date:

(a) On or before the twentieth (20th) day of each calendar month during the Term, Sales Agent shall furnish Station Licensee with a report regarding Sales Agent's sales, by advertiser, of the Advertisements for the previous calendar month. Station Licensee shall have the right to review the books and records of Sales Agent at reasonable times and upon reasonable notice, with respect to the sale of Advertisements and any other sales by Sales Agent in connection with or related to its sale of the Advertisements for the Station.

(b) Upon reasonable prior notice, Sales Agent shall have the right at all reasonable times to review (and the right, at Sales Agent's expense, to make copies of) the

books and records of Station Licensee, *provided* that the foregoing access shall not interfere unreasonably with the Station's business.

(c) The audit and inspection rights of Sales Agent under this Section 4.6 shall survive any termination or expiration of this Agreement for a period of two (2) years.

**4.7 Station Licensee Control.** Notwithstanding anything to the contrary in this Agreement, the parties hereto acknowledge and agree that during the Term, Station Licensee shall maintain ultimate control and authority over the Station, including, specifically, control and authority over the Station's operations, finances, personnel and programming. Without limiting the generality of the foregoing, nothing contained in this Agreement shall be deemed to limit the control and authority of Station Licensee with respect to the selection, development and acquisition of any and all programming to be broadcast over the Station, as well as the payment therefor. To that end, Station Licensee shall (a) have exclusive authority for the negotiation, preparation, execution and implementation of any and all programming agreements for the Station, and (b) retain and hire or utilize whatever employees Station Licensee reasonably deems appropriate or necessary to fulfill those programming functions. Sales Agent shall not represent, warrant or hold itself out as the licensee of the Station. Station Licensee agrees to take all commercially reasonable steps in a timely manner to assert, enforce, defend, and preserve the rights of the Station to carriage of such Station's signals by MVPDs that may exist under Applicable Law as necessary to ensure that such Station has valid and enforceable arrangements with all material MVPDs in the Market.

## **5. Other Obligations of the Parties**

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

(a) To the extent that any network or program service agreement of Station Licensee provides that, in exchange for cash payment, additional spot time that otherwise would be used by such network or program service may be released for local sales by the Station, Station Licensee, upon request by the Sales Agent, will obtain the release of such commercial spot inventory for the placement of Advertisements by the Sales Agent, subject to Sales Agent paying to Station Licensee the cash amount required for such release.

(b) Station Licensee shall list Sales Agent as the exclusive sales representative for the Advertisements in all applicable trade listings and advertising and promotional material if and when such listings and material are published by Station Licensee.

**5.2 Responsibilities of Sales Agent.** Sales Agent, at its expense and subject to the provisions of *Schedule 3.1*, shall be responsible for and perform the following obligations with respect to the marketing and sale of the Advertisements during the Term in accordance with and subject to the following provisions:



(a) Sales Agent shall be solely responsible for (i) all commissions to its employees, agencies or representatives and other expenses incurred in its marketing and sale of the Advertisements; (ii) all expenses incurred in its performance of traffic, billing and collections functions with respect to the Advertisements; (iii) any other fees incurred in performing its obligations under this Agreement; and (iv) all fees related to the software used for sales, traffic, billing and similar functions including any fees charged by the provider to make Sales Agent's software interface in the most efficient manner with the Station's master control equipment.

(b) Sales Agent shall be solely responsible for the salaries, taxes and related costs for all personnel employed by Sales Agent in the sale of the Advertisements and the collection of accounts receivable (including salespeople, billing personnel and traffic personnel).

(c) Sales Agent shall cooperate with Station Licensee and use commercially reasonable efforts to assist Station Licensee in complying with the provisions of the Communications Act and FCC Rules regarding political advertising, including compliance with Station Licensee's statement disclosing political advertising rates and practices for purchasers of political advertising consistent with Applicable Law ("**Disclosure Statement**"). Sales Agent shall supply such information promptly to Station Licensee as may be necessary to comply with the public inspection file, lowest unit rate, equal opportunities and reasonable access requirements of the Communications Act and FCC Rules. If the Station fails to meet the political time obligations under the Communications Act and FCC Rules based on the advertising sold by Sales Agent, then, to the extent reasonably necessary to enable Station Licensee to cause such Station to comply with such political time obligations, Sales Agent shall release advertising availabilities to Station Licensee; *provided, however*, that all revenues realized by Station Licensee from the sale of such advertising time shall be immediately paid to Sales Agent and shall be considered a part of Net Sales Revenue.

(d) The parties acknowledge and agree that the acquisition or provision of audience measurement services is material to the performance by Sales Agent of its services hereunder and, accordingly, Sales Agent shall have, subject to Section 4.7 hereof, the right to direct the management of such audience measurement and related services for the Station on behalf of Station Licensee.

(e) All Broadcast Material shall comply in all material respects with the Policy Statement and Applicable Law and shall not violate the intellectual property rights of any Person. All services to be provided and all obligations to be performed by Sales Agent hereunder shall comply in all material respects with all Applicable Law, including with respect to advertising nondiscrimination requirements, and standards of performance customary for the broadcast television industry.

(f) Sales Agent also shall maintain and deliver to the Station such records and information required by the FCC Rules to be placed in the public inspection files of the Station pertaining to the sale of political programming and advertisements, in accordance with the provisions of Sections 73.1940 and 73.3526 of the FCC Rules, and to the sale of sponsored programming addressing political issues or controversial issues of public importance, in accordance with the provisions of Section 73.1212 of the FCC Rules. Sales Agent shall

furnish to Station Licensee upon request any other information that is reasonably necessary to enable Station Licensee to prepare any records or reports required by the FCC or other governmental entities.

5.3 ***Delivery of Broadcast Material.*** All Broadcast Material shall be delivered to the Station in a format to be mutually agreed upon by the parties hereto, in a form ready for broadcast on the Station's existing playback equipment, and with quality suitable for broadcast. Station Licensee shall not be required to provide production services or to copy, reformat or otherwise manipulate material furnished by Sales Agent other than inserting tape cartridges or similar broadcast-ready media into machinery or computers for broadcast.

5.4 ***Access to Information.*** In order to ensure compliance with the Communications Act, the FCC Rules and other Applicable Law, Station Licensee shall be entitled to review at its reasonable discretion from time to time any Broadcast Material that Station Licensee may reasonably request. Nothing in this Section 5.4 shall entitle Station Licensee to review the internal corporate or financial records of Sales Agent. Station Licensee shall keep confidential any information obtained from Sales Agent in connection with this Agreement, except as and to the extent required by Applicable Law. If this Agreement is terminated, Station Licensee shall return to Sales Agent all information obtained by it from Sales Agent in connection with this Agreement. This Section 5.4 shall survive any termination or expiration of this Agreement for a period of three (3) years.

## **6. *Representations and Warranties of Station Licensee***

Station Licensee represents and warrants to Sales Agent as follows:

6.1 ***Authorization and Binding Obligation.*** The execution, delivery, and performance of this Agreement by Station Licensee have been duly authorized by all necessary organizational action on the part of Station Licensee. This Agreement has been duly executed and delivered by Station Licensee and constitutes the legal, valid, and binding obligation of it, 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.

6.2 ***Absence of Conflicting Agreements or Consents.*** The execution, delivery, and performance by Station Licensee 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 Licensee; (b) to the actual knowledge of Station Licensee, does not conflict with, result in a breach of, or constitute a default under any law, judgment, order, ordinance, injunction, decree, rule, regulation, or ruling of any court or governmental instrumentality applicable to Station Licensee; (c) does not conflict with, constitute grounds for termination of, result in a breach of, constitute a default under, or accelerate or permit the acceleration of any performance required by the terms of any agreement, instrument, license, or permit to which Station Licensee is a party or by which it is bound as of the date hereof; and (d) will not create any claim, lien, charge, or encumbrance upon any of the assets of the Station owned by Station Licensee, other than any lien for current taxes, payments

of which are not yet due and payable, or liens in respect of pledges or deposits under worker's compensation laws or similar legislation, carriers', warehousemen's, mechanics', laborers' and materialmen's and similar liens, if the obligations secured by such liens are not then delinquent or are being contested in good faith by appropriate proceedings.

7. ***Representations and Warranties of Sales Agent***

Sales Agent represents and warrants to Station Licensee as follows:

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

7.2 ***Absence of Conflicting Agreements and Required Consents.*** The execution, delivery, and performance by Sales Agent 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 governing documents of Sales Agent; (b) to the actual knowledge of Sales Agent, 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 such party; 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 Sales Agent is a party or by which it is bound as of the date hereof.

8. ***[Reserved]***

9. ***Miscellaneous***

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

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

**9.3 Assignment; Benefit; Binding Effect; Use of Agents.**

(a) Neither party may assign this Agreement or delegate its obligations under this Agreement without the prior written consent of the other party. Upon any assignment of this Agreement, Station Licensee shall pay, or shall cause to be paid, all amounts accrued and owing to Sales Agent as of the consummation date of such assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Any permitted assignee of a party hereto shall be a party to this Agreement for all purposes hereof.

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

**9.4 Force Majeure.** Any delay or interruption in the broadcast operation of the 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 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.

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

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

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

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

9.8 **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 9.8*.

9.9 **Governing Law; Waiver of Jury Trial.** This Agreement shall be construed and governed in accordance with the laws of New York without reference to the conflict of laws principles thereof that would cause the application of the laws of any jurisdiction other than the State of New York. THE PARTIES SPECIFICALLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY COURT WITH RESPECT TO ANY CONTRACTUAL, TORTIOUS, OR STATUTORY CLAIM, COUNTERCLAIM, OR CROSS-CLAIM AGAINST THE OTHER ARISING OUT OF OR CONNECTED IN ANY WAY TO THIS AGREEMENT, BECAUSE THE PARTIES HERETO, BOTH OF WHOM ARE REPRESENTED BY COUNSEL, BELIEVE THAT THE COMPLEX COMMERCIAL AND PROFESSIONAL ASPECTS OF THEIR DEALINGS WITH ONE ANOTHER MAKE A JURY DETERMINATION NEITHER DESIRABLE NOR APPROPRIATE.

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

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

that listing will be interpreted to be illustrative only and will not be interpreted as a limitation on, or an exclusive listing of, the items within that classification.

9.12 ***Counterparts and Facsimile Signatures.*** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument. This Agreement shall be legally binding and effective upon delivery of facsimile signatures.


9.13 ***Entire Agreement; Amendment; Waiver.*** This Agreement and any attachments and Schedules hereto (which are hereby incorporated by reference and made a part hereof), 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, amended, terminated or discharged (other than in accordance with its terms), in whole or in part, except by a writing which is dated and signed by the parties hereto. No waiver of any of the provisions or conditions of this Agreement or of any of the rights, powers or privileges of a party hereto shall be effective or binding unless in writing and signed by the party claimed to have given or consented to such waiver.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Joint Sales Agreement has been executed by the parties hereto effective as of the date first written above.

**STATION LICENSEE:**  
**TUCKER OPERATING CO. LLC (D/B/A KTTU**  
**TELEVISION)**

**BY: TUCKER MEDIA AND MANAGEMENT**  
**CONSULTING II LLC, SOLE MEMBER**  
**AND MANAGER**

By:   
Name: Benjamin W. Tucker  
Title: Manager

**SALES AGENT:**  
**SANDER OPERATING CO. V LLC (D/B/A**  
**KMSB TELEVISION)**

**BY: SANDER MEDIA LLC, MANAGER**

By: \_\_\_\_\_  
Name: Jack Sander  
Title: Manager

IN WITNESS WHEREOF, this Joint Sales Agreement has been executed by the parties hereto effective as of the date first written above.

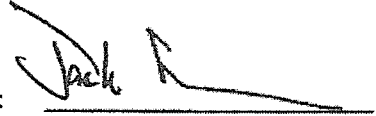
**STATION LICENSEE:  
TUCKER OPERATING Co. LLC (D/B/A KTTU  
TELEVISION)**

**BY: TUCKER MEDIA AND MANAGEMENT  
CONSULTING II LLC, SOLE MEMBER  
AND MANAGER**

By: \_\_\_\_\_  
Name: Benjamin W. Tucker  
Title: Manager

**SALES AGENT:  
SANDER OPERATING Co. V LLC (D/B/A  
KMSB TELEVISION)**

**BY: SANDER MEDIA LLC, MANAGER**

By:  \_\_\_\_\_  
Name: Jack Sander  
Title: Manager



### **SCHEDULE 3.1**

1. ***Net Sales Revenue.*** For purposes of this Agreement, the term “***Net Sales Revenue***” means (i) all gross revenue received by Sales Agent or Station Licensee for all Advertisements, less agency, buying service or other sales commissions paid to or withheld by an advertiser, agency or service, as the case may be, (ii) any network compensation or other similar payments made to Station Licensee or otherwise paid in respect of the Station or their programming, (iii) any retransmission fees or other similar payments made to Station Licensee or otherwise paid in respect of the Station or their programming or other payments made to Station Licensee pursuant to any retransmission consent agreements and (iv) any other amounts designated for inclusion in the calculation of Net Sales Revenue pursuant to the terms and subject to the conditions of this Agreement. For the purposes of this Agreement, promotional or co-op payments shall not be considered a part of Net Sales Revenue.

#### **SCHEDULE 4.1(c) EXCLUDED WEBSITE ADVERTISING**

The right under Section 4.1(c) shall be subject to any rights of the Service Provider under the Legacy SSA with respect to any Website Advertising.

**SCHEDULE 4.3**  
**POLICY STATEMENT FOR BROADCAST MATERIAL**

Sales Agent agrees to cooperate with Station Licensee in the broadcasting of programs of high quality and, for this purpose, to observe the following policies in the preparation, writing, production and delivery of Broadcast Material.

**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, Licensee 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.

**ELECTION PROCEDURES.** At least ninety (90) days before the start of any primary or regular election campaign, Sales Agent will confirm with Station Licensee that the rate Sales Agent will charge for the time to be sold to candidates for public office or their supporters is in conformity with Applicable Law and Station Licensee's policy.

**PROGRAMMING PROHIBITIONS.** Sales Agent shall not knowingly broadcast any of the following programs or announcements:

- (a) *False Claims.* False or unwarranted claims for any product or service.
- (b) *Unfair Imitation.* Infringements 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 unlawful disparagement of competitors or competitive goods.
- (d) *Obscenity/Indecency/Profanity.* Any programs or announcements that 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) *Price Disclosure.* Any price mentions except as permitted by Licensee's policies current at the time.
- (f) *Unauthorized Testimonials.* Any testimonials which cannot be authenticated.
- (g) *Descriptions of Bodily Functions.* Any continuity which describes in a repellent manner internal bodily functions or symptomatic results or internal disturbances, and no reference to matters which are not considered acceptable topics in social groups.

(h) *Conflict Advertising.* Any advertising matter or announcement which may, in the reasonable opinion of Station Licensee, be injurious or prejudicial to the interest of the public, the Station, or honest advertising and reputable business in general.

(i) *Fraudulent or Misleading Advertisement.* Any advertisement matter, announcement, or claim which Sales Agent 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, tenants, and customs shall be treated with respect at all times. Broadcast Material shall not be used as medium for attack on any faith, denomination, or sect or upon any individual or organization.

**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 Licensee'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 Licensee, which reserves the right in its sole discretion to reject any game, contest, or promotion.

**LICENSEE DISCRETION PARAMOUNT.** In accordance with the responsibilities of Station Licensee under the Communications Act and the FCC Rules, Station Licensee 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 Licensee or which in the reasonable judgment of Station Licensee would not serve the public interest.

**PROGRAMMING IN WHICH SALES AGENT HAS A FINANCIAL INTEREST.** Sales Agent shall advise Station Licensee with respect to any Broadcast Material concerning goods or services in which Sales Agent has a material financial interest. Any announcements for such goods and services for which Sales Agent charges less than its regular rate shall clearly identify Sales Agent's financial interest.

#### **MISCELLANEOUS.**

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

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

**SCHEDULE 9.8  
NOTICES**

If to Station Licensee:

Tucker Media and Management Consulting II LLC  
2800 E. Jade Place  
Chandler, AZ 85286  
Phone: 480-836-1341 (o), 480-262-4124 (m)

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

Dow Lohnes PLLC  
1200 New Hampshire Avenue, N.W.  
Washington, DC 20036  
Attention: John R. Feore  
Phone: 202-776-2786  
Fax: 202-776-4786

If to Sales Agent:

Sander Holdings Co. LLC  
28150 N. Alma School Parkway #103 PMB 509  
Scottsdale, AZ 85262  
Phone: 480-563-8872  
Fax: 480-699-8752

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

Dow Lohnes PLLC  
1200 New Hampshire Avenue, N.W.  
Washington, DC 20036  
Attention: John R. Feore  
Phone: 202-776-2786  
Fax: 202-776-4786

and to

Gust Rosenfeld PLC  
One East Washington Street  
Suite 1600  
Phoenix, Arizona 85004-2553  
Attention: Tom Chauncey  
Phone: 602-254-7457  
Fax: 602-252-8236

