

BROADCAST SALES AGREEMENT

This **BROADCAST SALES AGREEMENT** (this "Agreement") is entered into as of August 2, 2012 by and between Bayshore Television, LLC, a North Carolina limited liability company (together with its successors and permitted assigns, "Bayshore") and Cox Media Group, LLC, a Delaware limited liability company (together with its successors and permitted assigns, "CMG"). Bayshore and CMG are referred to collectively as the "Parties" and each a "Party."

Premises

Bayshore has assumed from CMG obligations under an agreement (the "Asset Purchase Agreement") among Newport Television LLC and Newport Television License LLC, both Delaware limited liability companies (collectively, "Seller") and CMG, for the purchase of the licenses and assets of full-power television station WTEV-TV, Jacksonville, Florida (Facility ID No. 35576) licensed by the Federal Communications Commission ("FCC") to serve Jacksonville, Florida, Channel 19 ("WTEV-TV"), with the consummation of such sale to be subject to the consent of the FCC. Pursuant to the same Asset Purchase Agreement, CMG has agreed to purchase full power television station WAWS(TV), Jacksonville, Florida (Facility ID No. 11909) (WTEV-TV and WAWS(TV) collectively are the "Stations").

Bayshore desires to procure from CMG and CMG desires to provide to Bayshore certain sales and other services in connection with the operation of WTEV-TV.

Accordingly, Bayshore and CMG concurrently have entered into this Agreement and a related Broadcast Services Agreement of even date herewith pursuant to which CMG agrees to provide certain services to Bayshore in connection with the operation of WTEV-TV (the "Broadcast Services Agreement"). By this Agreement, CMG desires to act as Bayshore's agent for the sale of advertising time on WTEV-TV and for the sale of certain other Commissionable Services (as defined below) provided by or through WTEV-TV.

Capitalized terms used in this Agreement are defined in Section 35 hereof.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. Term of Agreement.

(a) The term of this Agreement shall commence on the date of execution of this Agreement. The initial term of this Agreement is eight (8) years following the date that the transactions contemplated by the Asset Purchase Agreement are consummated (the "Effective Date").

(b) CMG shall initiate performance of the specific service obligations set forth in this Agreement (other than those obligations that are to be initiated or performed as of a specified later date) on the Effective Date.

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(c) This Agreement shall be extended for successive eight (8) year terms following the initial term unless terminated as provided in this subsection. Either Party may terminate this Agreement at the end of the initial eight-year term or any successive eight-year term by prior written notice to the other delivered at least six (6) months prior to the end of the current term. Notwithstanding the foregoing, the Agreement shall terminate:

(i) upon the consummation of the assignment of the assets and FCC licenses relating to WTEV-TV to CMG, or an assignee of CMG, under the terms of a certain Option Agreement (the "Option Agreement") entered into by Bayshore and CMG or an affiliate of CMG;

(ii) upon the termination of the Broadcast Services Agreement;

(iii) by mutual consent of the parties;

(iv) upon (a) the denial by the FCC, by final agency action no longer subject to appeal or review, of the FCC consent required for Bayshore to acquire WTEV-TV, or (b) the termination of the Asset Purchase Agreement without consummation of the transaction contemplated thereby;

(v) upon the election of CMG or Bayshore pursuant to Section 25 hereof; or

(vi) upon the election of CMG or Bayshore if the FCC revokes or fails to renew the WTEV-TV license and Bayshore has fully exhausted all of its appeals of such action before the FCC and before any court with jurisdiction over such action.

2. Advertising Time and Other Commissionable Services.

(a) Bayshore agrees that during the term of this Agreement on and after the Effective Date, it shall sell to CMG, and shall permit CMG to resell, all Commissionable Services as defined in Section 35(b). All advertising announcements furnished by CMG shall comply with the Communications Act of 1934, as amended (the "Act"), the rules and regulations of the Federal Communications Commission ("FCC Rules and Regulations"), and all other applicable federal, state, and local regulations and pertinent governmental policies ("Other Laws"), including, but not limited to, lottery restrictions, prohibitions on obscenity and indecency, deceptive advertising, false representations or deception of any kind, and political broadcasting rules and the Bipartisan Campaign Reform Act ("BCRA"), and shall not violate the rights of any third party. CMG shall notify Licensee in advance of the broadcast of any material which promotes or opposes any candidate for public office or any issue to appear on a ballot or which would trigger the disclosure obligations of section 73.1212(e) of the rules of the FCC as a result of its discussion of a controversial issue of public importance. If FCC Rules require the sale of non-spot-length programming to a candidate for public office, CMG will notify Bayshore of such request and consult with Bayshore concerning the scheduling of such material. No material furnished by CMG that is defamatory, violates any right of privacy, or infringes on any intellectual property right of another party shall be accepted for broadcast, except to the extent such matter is required to be carried under the FCC's political broadcasting rules and policies. CMG shall furnish Licensee with all material in its possession and required by law (including the

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Act, the FCC Rules and Regulations, and Other Laws, including the BCRA) to be made available for public inspection regarding requests for time by political advertisers or the broadcast of issue advertising. All material furnished by CMG for broadcast on WTEV-TV shall include any and all sponsorship identification announcements as required by Section 317 of the Act and the FCC Rules and Regulations (the Act and FCC Rules and Regulations, collectively the “Communications Laws”), and CMG shall undertake in good faith to determine each instance where such announcements are required. To assist CMG in its advertising time sales efforts, Bayshore shall, during the term of this Agreement, provide CMG with not less than ninety (90) days advance written notice of any anticipated television network affiliation change for WTEV-TV.

(b) The Parties agree that, in the event CMG identifies a revenue opportunity for WTEV-TV to provide Mobile Television Service and the provision of that service would require the acquisition of additional equipment, CMG shall have the right but not the obligation, to the extent permitted by the FCC Rules and Regulations as then in effect, to provide such equipment for WTEV-TV through lease or purchase and to be reimbursed for the actual out-of-pocket cost of such equipment from that portion of the Commissionable Revenues attributable to Mobile Television Services.

3. Collection of Revenues. Subject to Section 4, CMG shall be entitled to collect and receive, as agent for Bayshore, all revenues attributable to Commissionable Services and Additional Services (as defined in Section 35(d)). Bayshore shall forward immediately to CMG any amounts received by Bayshore as payments for Commissionable Services and Additional Services. CMG shall be responsible for collecting all of WTEV-TV’s accounts receivable for all Commissionable Services and shall use commercially reasonable efforts to collect all amounts owed for advertising availabilities in accordance with industry practice.

4. Payments. During the term of this Agreement, for the revenues that CMG collects with respect to WTEV-TV pursuant to this Agreement, CMG shall pay to Bayshore seventy percent (70%) of Net Revenues for all Commissionable Services (the “Monthly Payment”). Bayshore shall pay over to CMG promptly, for distribution as provided in this Section 4, any amounts received by Bayshore in payment for Commissionable Services. “Net Revenues” means all gross revenue actually received by CMG (or received by Bayshore and delivered to CMG) for Commissionable Services, less agency, buying service or other sales commissions paid to or withheld by an advertiser, agency or service, (including, without limitation, commissions paid to CMG sales staff) as the case may be, with respect to WTEV-TV. (For the avoidance of doubt, pursuant to the Broadcast Services Agreement, CMG shall retain one hundred (100) percent of the revenues received and/or collected with respect to (i) any time on WTEV-TV programmed by CMG pursuant to the Broadcast Services Agreement with Agent-Provided Programming and (ii) any Additional Services.) The Monthly Payment shall be paid on the fifteenth (15th) day of each calendar month following the calendar month in which such cash amounts are collected.

5. Bayshore’s Preexisting Obligations to Air Commercial Advertising. During the term of this Agreement, CMG shall assume, and undertake the administration and servicing of, all of WTEV-TV’s contracts and other agreements that provide for the sale, production, and broadcast of advertisements, promotional announcements, and related activities. All revenues

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arising from such contracts and agreements for advertisements and sponsorships broadcast during the term of this Agreement shall constitute revenues for Commissionable Services, even though the time or services may have been sold by Bayshore or its predecessor licensee; and all commissions to employees, agencies, or representatives payable on account of advertisements and sponsorships broadcast during the term of the Agreement shall be paid by CMG from collected revenues even if the time was sold by Bayshore or its predecessor licensee.

6. Personnel; Expenses. CMG shall employ and be responsible for the salaries, benefits, employer taxes, and related costs of employment of a sales staff for the sale of the advertising time and for the collection of accounts receivable with respect to advertising and other Commissionable Services sold by CMG pursuant to this Agreement. CMG shall be responsible to deduct from revenues collected for Commissionable Services and pay as appropriate amounts due for agency, buying service or other sales commissions paid to or withheld by an advertiser, agency or service (including, without limitation, commissions paid to CMG sales staff) with respect to Commissionable Services for WTEV-TV. Bayshore shall be responsible for payment of WTEV-TV Expenses (as defined in Section 35); CMG shall be responsible for its costs and other expenses incurred in connection with its solicitation and sale of advertising and the sale of other Commissionable Services, including transportation, telephone and other overhead costs.

7. Interruption of Normal Operations. If WTEV-TV suffers loss or damage of any nature to its transmission facilities which results in the interruption of service or the inability to operate full time at maximum authorized facilities, Bayshore shall immediately notify CMG and shall fully cooperate with CMG in providing make goods or other accommodations to advertisers or other purchasers of Commissionable Services affected by such interruption.

8. Operation of WTEV-TV:

At all times during the term of this Agreement:

(a) Bayshore shall maintain control over the operations of WTEV-TV within the meaning of the FCC's Rules and Regulations and the Act, including, but not limited to, management, programming, finances, editorial policies, personnel, facilities and compliance with the Act, FCC Rules and Regulations and Other Laws in effect from time to time. Nothing contained herein shall give CMG any right to control Bayshore's management, programming, finances, editorial policies, or personnel.

(b) Bayshore shall be solely responsible for and pay in a timely manner all of the WTEV-TV Expenses.

(c) Bayshore shall have the right to reject a commercial broadcast advertisement sold by CMG in the event that Bayshore reasonably determines, in good faith, that the broadcast of such advertisement would contravene Bayshore's obligations under the Act and the FCC Rules and Regulations to operate in the public interest or would violate any Other Law. Bayshore shall have the right to preempt any of the commercial time sold by CMG to present program material that Bayshore reasonably believes is of pressing public interest or concern or to meet Bayshore's obligations under the FCC's programming rules. Bayshore shall promptly

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notify CMG of any such rejection or rescheduling of advertising and shall cooperate with CMG in efforts to fulfill CMG's commitments to advertisers. In the event CMG sustains any liability or loss of revenue as a result of the rejection or rescheduling by Bayshore of any advertising for any reason other than as set forth above, Bayshore shall promptly indemnify CMG for any and all such lost revenue.

(d) **Bayshore Responsibilities.** Bayshore shall retain and discharge the responsibilities of a broadcast licensee under the rules and regulations of the FCC, including, without limitation, the following:

(i) Bayshore shall retain sole responsibility for WTEV-TV's programming, other than for the Agent-Provided Programming, for which Bayshore shall have ultimate oversight as provided under this Agreement. Bayshore shall retain the responsibility to ensure that the programming of WTEV-TV meets the needs of the local community as provided under the FCC Rules and Regulations. Bayshore shall have sole responsibility for taking any and all steps reasonably necessary to maintain WTEV-TV's affiliate relationship with its network.

(ii) Bayshore shall have sole responsibility for staffing the main studio of WTEV-TV with a sufficient number of employees of Bayshore as is necessary to comply with the FCC Rules and Regulations.

(iii) Bayshore shall have the responsibility to maintain its public inspection file in accordance with the FCC Rules and Regulations; and shall prepare and place in such inspection file in a timely manner all material required by FCC Rules and Regulations, including WTEV-TV's quarterly issues and program lists. At Bayshore's Request, CMG shall provide information concerning the portion of the Agent-Provided Programming (as defined in the Broadcast Services Agreement) or advertising announcements sold by CMG that CMG believes warrants consideration for inclusion in WTEV-TV's public file.

(iv) Bayshore shall be responsible to receive and respond to telephone inquiries or correspondence related to the operations of WTEV-TV that may be received from members of the public. CMG shall furnish promptly to the Bayshore any such correspondence that it may receive.

(v) Bayshore shall have the responsibility to prepare and submit to the FCC (and any other governmental authority) in a timely manner all reports and other filings, required to be submitted by Bayshore pursuant to the FCC Rules and Regulations (or any other governmental authorities). CMG shall cooperate in the furnishing of any information within its possession or actual knowledge that reasonably may be requested by Bayshore to prepare and submit such reports or filings to the FCC.

9. Advertising Rates. The rates for advertising sold by CMG shall be set by CMG, provided, however, that Bayshore shall have the right to approve and modify the rates to be charged for political advertising. CMG shall comply with the Act, the FCC Rules and Regulations and all applicable Other Laws regarding access to airtime and rates charged for political advertising and shall indemnify Bayshore against any liability incurred by Bayshore as a

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result of CMG's failure to comply with the Act, FCC Rules and Regulations and applicable Other Laws.

10. Delivery of Material for Broadcast. All advertising material furnished by CMG for broadcast on WTEV-TV shall be delivered to WTEV-TV on tape cartridges, or other mutually agreeable method, in a format to be agreed upon by CMG and Bayshore, in a form ready for broadcast on WTEV-TV's playback equipment, and with quality suitable for television broadcast. Bayshore shall not be required to provide production services or to copy, reformat, or otherwise manipulate material furnished by CMG other than inserting tape cartridges or digital storage media into equipment for broadcast.

11. Access to WTEV-TV Premises. Commencing on the Effective Date, as defined in the Broadcast Services Agreement, CMG shall have access to any available space at the studio and offices of WTEV-TV for purposes of selling time and producing commercial announcements to the extent reasonably necessary or appropriate for CMG to exercise its rights and perform its obligations under this Agreement. When on WTEV-TV premises, CMG's personnel shall be subject to the direction and control of Licensee's management personnel and shall not act contrary to the terms of any lease for the premises. If CMG uses telephone lines other than those of Licensee in connection with its sale of time on WTEV-TV, it shall not answer those lines in a way that implies that the lines are those of Licensee; but CMG may use WTEV-TV's call letters in promotional literature and in answering the telephone.

12. Billing. CMG shall keep internal written records or logs relating to the sale of commercial advertising consistent with CMG's past practices at its existing stations and shall provide Bayshore with reasonable access to such records and logs.

13. Records. To the extent required by third parties, Bayshore shall cooperate with CMG to provide affidavits of performance confirming the placement of advertisements in accordance with industry practice within fifteen (15) days after the close of each broadcast month.

14. Certain Representations, Warranties and Covenants.

(a) CMG and Bayshore each represent and warrant to the other that it has the power and authority to enter into this Agreement and to engage in the transactions contemplated by this Agreement. Bayshore is a limited liability company and CMG is a limited liability company, each of which is in good standing in the state of its formation and qualified to do business in the State of Florida. The signatures appearing for Bayshore and CMG, respectively, at the end of this Agreement have been affixed pursuant to such specific authority as, under applicable law, is required to render them binding. Neither the execution and delivery, nor the performance by Bayshore or CMG of this Agreement conflicts with, results in a breach of, or constitutes a default or ground for termination under any agreement or judicial or governmental order or decree to which Bayshore or CMG, respectively, is a party or by which it is bound.

(b) Consistent with the Broadcast Services Agreement, Bayshore shall (i) file all reports and applications required to be filed with the FCC or any other governmental body in a timely and complete manner; and (ii) cause WTEV-TV's facilities to be maintained in accord

with good engineering practice and in compliance in all material respects with the engineering requirements set forth in WTEV-TV's FCC licenses, including broadcasting at substantially maximum authorized power (except at such time that reduction of power is required for routine or emergency maintenance).

(c) At all times during the term of this Agreement, (i) each party shall use commercially reasonable efforts to conduct their affairs in a manner consistent with the purposes of this Agreement.

15. Events of Default. The following shall, after the expiration of the applicable cure periods, constitute Events of Default under this Agreement:

(a) Non-Payment. CMG's failure to remit to Bayshore any payment described in Section 4 above in a timely manner; or Bayshore's failure to remit to CMG in a timely manner any payment to which CMG is entitled under Section 3 or Section 4 above; or

(b) Default in Covenants. The default by either Party in the material observance or material performance of any covenant, condition, or agreement contained herein (provided the Party asserting the default is not then in default under this Agreement or the Broadcast Services Agreement), or the material breach of any representation or warranty herein made by such Party to the other herein (provided the Party asserting the material breach is not then in material breach under this Agreement or the Broadcast Services Agreement).

(c) Event of Default under Broadcast Services Agreement. An event of default under the Broadcast Services Agreement that has not been cured such within the time period stated therein.

(d) Option Agreement Default. A default of obligations under the Option Agreement that has not been cured such within the time period stated therein

16. Cure Period and Termination upon Default. An Event of Default shall not be deemed to have occurred until ten (10) business days after the non-defaulting party has provided the defaulting party with written notice specifying the event or events which if not cured would constitute an Event of Default and specifying the actions necessary to cure within such ten-day period, *provided, however*, that if the breach or default cannot reasonably be cured within that period, and if reasonable and diligent efforts to cure commence promptly, then the cure period shall continue as long as such reasonable and diligent efforts to cure continue. The notice period provided in this Section shall not preclude Bayshore from at any time preempting or refusing to broadcast any advertising furnished by CMG to the extent such action is taken pursuant to the terms of this Agreement. Either Party may terminate this agreement upon notice to the other Party in the event the other Party is responsible for an Event of Default under this Agreement or the Broadcast Services Agreement or has defaulted in the performance of its obligations under the Option Agreement and has failed to cure such within the applicable time period; provided that no such termination shall relieve any Party of its obligations arising prior to such termination. If Bayshore terminates this agreement after CMG is responsible for an Event of Default, (i) Bayshore shall be under no further obligation to make commercial time available to CMG, (ii) all amounts then due and payable to Bayshore shall immediately be paid by CMG to

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Bayshore, and (iii) all amounts then due and payable to CMG shall immediately be paid by Bayshore to CMG.

17. Other Agreements. Except for the Broadcast Services Agreement, Bayshore shall not enter into any other commercial time sales, time brokerage, local marketing or similar agreement for WTEV-TV with any third party during the term of this Agreement. Bayshore shall not purchase or accept for broadcast on WTEV-TV any programming that includes commercial advertising sold by any third party other than CMG without CMG's consent, except for the Excluded Availabilities.

18. Liabilities Upon and After Termination.

(a) After the expiration or termination of this Agreement for any reason other than an assignment of WTEV-TV's FCC licenses and assets to CMG or any assignee of CMG pursuant to the Option Agreement, (i) Bayshore shall be responsible for broadcasting such advertising on WTEV-TV as may be required under advertising contracts entered into by CMG during the term of this Agreement and (ii) Bayshore shall be entitled to retain all revenues for advertising under such contracts relating to advertising broadcast after the termination date and for contracts entered into by Bayshore after termination of this Agreement.

(b) Notwithstanding anything else herein to the contrary, in the event that any party has breached this Agreement prior to its termination for any reason, such termination shall not relieve a party of liability for its breach.

19. Indemnification.

(a) **By CMG.** CMG shall indemnify and hold Bayshore and its officers, managers, members, agents, and employees harmless against any claim, loss, cost, damages or liability (each, a "Loss"), including without limitation for 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 in any manner to (i) the broadcast on WTEV-TV of any material supplied by CMG, (ii) a breach or nonfulfillment by CMG of any obligation or agreement or any representation, warranty, or covenant contained in or made pursuant to this Agreement, (iii) CMG's operations or actions pursuant to this Agreement relating to the operations of WTEV-TV or the assets of WTEV-TV, including without limitation for any fine or forfeiture imposed by the FCC relating to any content or material furnished by CMG or any conduct of CMG (including omissions), or (iv) CMG's negligence and willful misconduct.

(b) **By Bayshore.** Bayshore shall indemnify and hold CMG and its officers, directors, shareholders, agents, and employees harmless against any claim, loss, cost, damages or liability, including without limitation for 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 in any manner to (i) the broadcast on WTEV-TV of any material supplied by Bayshore during the term of this Agreement, (ii) a breach or nonfulfillment by Bayshore of any obligation or agreement or any

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representation, warranty, or covenant contained in or made pursuant to this Agreement, or (iii) Bayshore's negligence and willful misconduct.

(c) **Exclusions.** Neither party shall indemnify the other against damages resulting from a breach or failure that arises out of or otherwise relates to (i) any actions or omissions by or under the authorization of the other party, its affiliates or any of their respective officers, directors, employees, agents or representatives, (ii) the failure of the other party to perform any of its obligations under this Agreement or the Broadcast Services Agreement or (iii) matters for which the other party indemnifies and holds harmless the first party.

(d) **General.** Indemnification shall include all liability, costs, and expenses, including reasonable counsel fees (at trial and on appeal). The indemnification obligations under this Section shall survive any termination of this Agreement. Each Party shall give the other reasonably prompt notice of any matter subject to indemnification under this paragraph, provided that no failure to give any such notice as set forth in this sentence shall limit the obligation of the indemnifying Party, except to the extent such failure results in prejudice to the indemnifying Party. Each Party claiming indemnification shall reasonably cooperate with the indemnifying party in defending against the claim. The Party responsible for indemnification shall select counsel and control the defense, subject to the indemnified Party's reasonable approval, provided, however, that no claim may be settled by an indemnifying Party without the consent of the indemnified Party, and provided further, that if an indemnifying Party and a claimant agree on a settlement and the indemnified Party rejects the settlement unreasonably, the indemnifying Party's liability shall be limited to the amounts the claimant agreed to accept in settlement. Notwithstanding anything to the contrary contained herein, in no event shall any Party hereto be liable to the other for punitive, treble, exemplary, consequential, special or other damages that are not actual damages in accordance with applicable law, except with respect to an obligation to indemnify the other Party against a Loss to the extent the Loss includes such damages awarded by a court of competent jurisdiction in connection with a claim made by a third party.

20. Insurance. CMG and Bayshore shall each carry the following insurance covering their activities under this Agreement issued by reputable companies: (i) commercial general liability and automobile liability in an amount of not less than One Million Dollars (\$1,000,000) each occurrence and umbrella liability insurance in an amount not less than Two Million Dollars (\$2,000,000.00) each occurrence; (ii) property insurance at replacement cost including business income and extra expense insurance, (iii) workers' compensation at statutory limits and employer's liability insurance at a Five Hundred Thousand limit (\$500,000) and (iv) professional media/broadcast liability insurance coverage, in an amount not less than One Million Dollars (\$1,000,000) each occurrence, with a deductible of no more than \$100,000. To the extent permitted, each Party shall name the other party as an additional insured on these policies. At the request of either Party, each Party shall provide to the other a certificate of insurance evidencing the foregoing coverage.

21. No Partnership or Joint Venture; Special Damages. The Agreement is not intended to be, and shall not be construed as, an agreement to form a partnership, agency relationship, or a joint venture between the Parties. Except as otherwise specifically provided in the Agreement, neither Party shall be authorized to act as an agent of or otherwise to represent the other Party.

22. Successors and Assigns. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Except as provided for herein, neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by Bayshore without the prior written consent of CMG, which consent shall not be unreasonably withheld. Subject to obtaining the consent of CMG, Bayshore shall assign its rights and obligations under this agreement to any successor in interest to Bayshore or Licensee as holder of the FCC license for WTEV-TV and shall require, as a condition of such assignment or transfer, that its successor undertake to assume each and every obligation of Bayshore hereunder pursuant to a written agreement reasonably satisfactory to CMG. CMG may assign its rights and obligations under this Agreement to any other party or Parties without the consent of Bayshore; provided that Grantee has reasonably determined that such assignee is financially and legally qualified to hold the FCC Licenses and perform the obligations of CMG hereunder. Upon assignment by CMG pursuant to the previous sentence, CMG shall be liable for the performance of financial obligations under this Agreement in the event that CMG's assignee fails to perform such obligations. This Agreement shall not be assignable separate from the Broadcast Services Agreement and Option Agreement among the Parties of even date herewith. The covenants, conditions and provisions hereof are and shall be for the exclusive benefit of the parties hereto and their permitted successors and assigns, and nothing herein, express or implied, is intended or shall be construed to confer upon or to give any person or entity other than the parties hereto and their permitted successors and assigns any right, remedy or claim, legal or equitable, under or by reason of this Agreement.

23. Governing Law; Entire Agreement. This Agreement, and the rights and obligations of the parties hereto, shall be construed in accordance with the laws of the State of Delaware without regard to principles of conflict of laws. The following agreements of even date herewith embody the entire agreement between the parties with respect to the subject matter hereof and thereof: (a) the Broadcast Services Agreement; (b) this Agreement; and (c) the Option Agreement (collectively, the "Final Agreements"). Apart from the Final Agreements, there are no other agreements, representations, or understandings, oral or written, between them with respect thereto. This Agreement supersedes all negotiations, representations, warranties, commitments, offers, contracts and writings prior to the date hereof with respect to the subject matter hereof.

24. Modification and Waiver. No modification, amendment, change or waiver of any provision of the Agreement shall be effective unless in writing and signed by the Party against whom such modification, amendment, change or waiver is asserted, and no failure to exercise any right, power, or privilege hereunder shall operate to restrict the exercise of the same right, power, or privilege upon any other occasion nor to restrict the exercise of any other right, power, or privilege upon the same or any other occasion. The rights, powers, privileges, and remedies of the Parties hereto are cumulative and are not exclusive of any rights, powers, privileges, or remedies which they may have at law, in equity, by statute, under this Agreement, or otherwise.

25. Severability. If this Agreement is challenged in whole or in part at the FCC or in another administrative or judicial forum, CMG and Bayshore shall jointly defend the agreement and their respective performance hereunder, throughout all such proceedings. If any provision of

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this Agreement or the application thereof to any person or circumstance shall be found to be invalid, unenforceable or contrary to applicable law or regulation to any extent by any court, administrative agency or similar governmental authority, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in any acceptable manner to the end that the transactions contemplated hereby are fulfilled to the greatest extent possible while still ensuring compliance with the court order or decision, rule, regulation or policy interpretation, application, alteration or modification. 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 (i) the validity of any provision of this Agreement or (ii) whether or not a Party would be in violation of any FCC rule or policy as a result of such Party's compliance with 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 and policies, 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. If the Parties are unable to negotiate a mutually acceptable modified Agreement or such court or administrative agency (including the FCC) or similar governmental authority does not approve any reformed or revised version of this Agreement, or approves such reformed or revised version with conditions that have, or would reasonably be expected to have a material adverse effect on CMG or Bayshore, then either Party may terminate this Agreement upon written notice to the other and such termination shall not be deemed to be an event of default, and each Party shall be relieved of any further obligations, one to the other.

26. Notices. All notices and other communications hereunder shall be in writing and shall be deemed given when delivered personally, by a nationally recognized overnight courier service (such as Federal Express) (with evidence of receipt), by facsimile transmission (with electronic confirmation of receipt) or mailed by registered or certified mail (return receipt requested and postage prepaid), to the Parties at the following addresses (or at such other address for a Party as shall be specified by like notice):

To Bayshore: Bayshore Television, LLC
 48 Deep Creek Trail
 Arden, NC 28704
 Attention: Bruce R. Baker
 Telephone: 828-684-6319
 Facsimile:

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

Law Offices of Jack N. Goodman
1200 New Hampshire Ave., N.W., Suite 800

Washington, DC 20036
Attention: Jack N. Goodman, Esq.
Telephone: 202-776-2045
Facsimile: 202-776-2222

To CMG: Cox Media Group, LLC
6205 Peachtree Dunwoody Road
Atlanta, GA 30328
Attention: Charles L. Odom
Facsimile: (678) 645-5003

With copies (which shall not constitute notice) to:

Cox Enterprises, Inc.
6205 Peachtree Dunwoody Road
Atlanta, GA 30328
Attn: Shauna Muhl, Esq.
Facsimile: (678) 645-1829

and

Dow Lohnes PLLC
1200 New Hampshire Avenue, N.W.
Suite 800
Washington, DC 20036-6802
Attention: Michael D. Basile, Esq.
Telephone: (202) 776-2556
Facsimile: (202) 776-4556

27. Force Majeure. If a *force majeure* event such as a strike, labor dispute, fire, flood or other act of God, failure or delay of technical equipment, war, public disaster, or other reason beyond the cause or control of CMG or Bayshore prevents such Party or its personnel from performing tasks which it is required to perform under this Agreement during any period of time, then such failure shall not be a breach of this Agreement and such Party shall be excused from such performance during that time.

28. Counterparts. 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.

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

30. Waiver of Jury Trial. AS A SPECIFICALLY BARGAINED INDUCEMENT FOR EACH OF THE PARTIES TO ENTER INTO THIS AGREEMENT (EACH PARTY HAVING HAD OPPORTUNITY TO CONSULT COUNSEL), EACH PARTY EXPRESSLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY LAWSUIT OR PROCEEDING RELATING TO OR ARISING IN ANY WAY FROM THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREIN.

31. Strict Construction. The language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

32. Third Party Rights. Nothing in this Agreement (including any ancillary agreement, instrument or document contemplated hereby or relating hereto) shall be deemed to create any right with respect to any person or entity not a party to, or any property not subject to this Agreement.

33. Press Releases. Except as otherwise required by law, CMG and Bayshore shall, prior to the issuance of any press release relating to the transaction contemplated by this Agreement, (a) submit the text of the proposed press release to the other party, and obtain the approval of such party to the press release, which approval shall not be unreasonably withheld; and (b) use its best efforts to characterize the other party, in any other public statements made by the party making such statement about the other party, on substantially the same basis as in any press release made by the party making such statement.

34. Confidentiality. Except as otherwise required by law, neither party shall disclose to third parties, other than its members, partners, stockholders, directors, officers, employees, lenders and prospective lenders, accountants, attorneys and agents for purposes of performing the services contemplated hereby (who shall also be made subject to the restrictions of this section), any information, whether or not in writing, received from the other party or its agents in the course of performing the services contemplated by this Agreement; provided, that no information shall be deemed to be confidential that (a) becomes publicly known or available other than through disclosure by such party; (b) is rightfully received from a third party who has no obligation of confidentiality to the other party; or (c) is independently developed. This Section 34 shall remain in effect until one (1) year after termination of this Agreement and the Broadcast Services Agreement.

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

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

(a) “WTEV-TV Expenses” means those expenses generally identified as the core operational expenses of a broadcast licensee, including: (i) all payments for programming (other than Agent-Provided Programming) including, without limitation, film expenses and music rights payments, (ii) capital expenditures relating to any transmission or other facilities, (iii) utility costs for WTEV-TV’s transmission, (iv) costs and expenses of WTEV-TV employees and other licensee personnel, including severance expenses and benefits, (v) any network compensation payments or other payments to programming networks, (vi) lease or other payments to third parties for use of studio or transmission facilities, (vii) expenses related to FCC compliance and filing fees, (viii) premiums, deductible amounts paid in connection with insurance claims, and other out-of-pocket costs and expenses relating to insurance, (ix) lease payments, and other payments on any real, personal or other property leased for WTEV-TV; and (x) any governmental fees or taxes assessed or levied upon WTEV-TV or its property or revenue.

(b) “Commissionable Services” means the following services provided during the term of this Agreement: (i) advertising availabilities on WTEV-TV (including, for the avoidance of doubt, all of the advertising availabilities on WTEV-TV’s primary channel and any other advertising availabilities that Licensee may choose to offer in connection with the other spectrum on WTEV-TV, including without limitation national advertising, whether or not placed by Licensee’s national sales representative); (ii) services provided on spectrum other than WTEV-TV’s primary channel, including without limitation Mobile Television Services (as defined below) or Other Spectrum Services (as defined below); and (ii) the lease or licensing of antenna sites or tower space or other services using facilities owned or leased by WTEV-TV; *provided* that the Excluded Availabilities and Additional Services (each as defined below) shall not be included in Commissionable Services.

(c) “Excluded Availabilities” means the following commercial availabilities for which CMG shall not act as the sales agent and for which the revenues shall not be Commissionable Revenue: (i) national advertising time retained by the network with which WTEV-TV is affiliated, (ii) advertising time retained by programming providers of nationally syndicated barter programming as consideration for the providing of such programming; and (iii) advertising time sold in Agent-Provided Programming (which advertising time, as provided herein, would be sold exclusively by CMG, with all revenues retained by CMG).

(d) “Additional Services” means the following services provided during the term of this Agreement: (i) any website and related services maintained by or on behalf of WTEV-TV; and (ii) any non-website digital sales, including without limitation sales of advertisements on social media (*e.g.*, Twitter or Facebook).

(e) “Mobile Television Services” means any mobile broadcast or mobile video services, whether or not classified as a “broadcast service,” together with any other use of the spectrum of WTEV-TV for the purpose of providing or facilitating the provision of any video signal to mobile users.

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(f) “Other Spectrum Services” means non-television broadcast services and non-broadcast uses of capacity on WTEV-TV’s non-primary channel spectrum that are not Mobile Television Services, including without limitation non-video data casting and other services reportable to the FCC as ancillary services.

36. Collateral Assignment. CMG or Bayshore may collaterally assign all or any of their respective rights under this Agreement to their respective senior secured lenders or an agent on their behalf from time to time. Upon written notice by any such lender or agent to the other Party hereto, such lender or agent shall be entitled to exercise any and all rights of the applicable collaterally assigning Party hereunder.

37. Retention of Spectrum. During the term of this Agreement, Bayshore agrees that it will not surrender or otherwise offer for sale or lease all or any portion of the broadcast spectrum of WTEV-TV without the written consent of CMG.

[SIGNATURE PAGE FOLLOWS]

EXECUTION

SIGNATURE PAGE TO BROADCAST SALES AGREEMENT

IN WITNESS WHEREOF, the Parties have executed this Broadcast Sales Agreement as of the date first written above.

Bayshore:

BAYSHORE TELEVISION, LLC

By: _____

Name: Bruce Baker

Title: Sole Member

CMG:

COX MEDIA GROUP, LLC

By:  _____

Name: Bill Hoffman

Title: Executive Vice President

SIGNATURE PAGE TO BROADCAST SALES AGREEMENT

IN WITNESS WHEREOF, the Parties have executed this Broadcast Sales Agreement as of the date first written above.

Bayshore:

BAYSHORE TELEVISION, LLC

CMG:

COX MEDIA GROUP, LLC

By: 

Name: Bruce Baker

Title: Sole Member

By: _____

Name: Bill Hoffman

Title: Executive Vice President