

## **JOINT SALES AGREEMENT**

THIS JOINT SALES AGREEMENT (this "***Agreement***") is made as of this 16th day of October, 2009, (the "***Effective Date***"), by and among **WAGT Television, Inc.**, an Indiana corporation ("***Station Licensee***"), **Schurz Communications, Inc.** ("***Schurz***"), an Indiana corporation, and **Media General Operations, Inc.**, a Delaware corporation ("***Sales Agent***").

### **PREAMBLE**

A. Sales Agent operates, and an affiliate of Sales Agent is the licensee of, broadcast television station WJBF-DT, Augusta, Georgia (the "***Service Station***").

B. Station Licensee owns and operates television station WAGT-DT, Augusta, Georgia (the "***Station***").

C. To promote the economic and business development of the Station, the parties are entering into this Agreement with respect to the period beginning January 1, 2010 (the "***Base Date***"); and, simultaneously with the execution and delivery of this Agreement, the parties hereto are entering into that certain Shared Services Agreement, with respect to which Sales Agent shall provide certain support services and make available to the Station Licensee certain technical and other facilities (the "***Shared Services Agreement***").

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:

### **ARTICLE I**

#### **DEFINITIONS**

**Section 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) the Broadcast Parent of such Person, (b) any other Person that, directly or indirectly through one or more intermediaries, is controlled by such Person's Broadcast Parent, or (c) an officer or director of such Person or of any Affiliate of such Person within the meaning of clause (b) of this definition. For purposes of clause (b) 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.

**"Broadcast Parent"** means (a) with respect to Station Licensee, Schurz, and (b) with respect to Sales Agent, Sales Agent itself.

**"Change in Control"** means, with respect to a party hereto, any event upon which either (a) the Person or Group that Controls such party's Broadcast Parent as of the date hereof ceases to Control such Broadcast Parent, or (b) the Person or Group that Controls such party ceases to Control such party, except in all events for any change in the Control of such party or Broadcast Parent resulting from a Short-Form Transaction.

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

**"Control"** including its various tenses and derivatives (such as **"Controlled"** and **"Controlling"**) means (i) when used with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities, by contract or otherwise, (ii) when used with respect to any security, the possession, directly or indirectly, of the power to vote, or to direct the voting of, such security or the power to dispose of, or to direct the disposition of, such security, and (iii) when used with respect to a radio or television station or other media outlet the ownership of which is regulated by the FCC pursuant to the Communications Act, the control of such television or radio station or other media outlet, whether *de facto* or *de jure*, as determined in accordance with the Communications Act and the FCC Rules.

**"Covered Agreement"** has the meaning ascribed thereto in Section 9(a) of the Shared Services Agreement.

**"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.

**"GAAP"** means generally accepted accounting principles, consistently applied, as applied in the United States of America.

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

**"Group"** means any group of Persons within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended.

**"Loss"** means any loss, liability, damage or expense (including reasonable legal expenses and costs and any cost or expense arising from or incurred in connection with any action, suit, proceeding, claim or judgment) relating to any matter described in Sections 8.1 or 8.2, as applicable, or in enforcing the indemnity provided by Sections 8.1 or 8.2, as applicable, and as determined in accordance with Section 8.5 hereof.

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

**“Market”** means the Nielsen “Designated Television Market Area” to which the Station is assigned or any successor or substitute for such area as determined in accordance with Section 76.55(e) of the FCC Rules or any successor regulation.

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

**“Non-Primary Spectrum”** means the portion of the Station’s digital broadcast spectrum authorized by the FCC for the operation of the Station that is not used in the transmission of the Primary Channel.

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

**“Primary Channel”** means that portion of the broadcast program transport feed of the Station’s digital signal that constitutes the primary video and audio presentation of the Station’s digital signal and carries the programming from the Station’s Major Television Network.

**“Short-Form Transaction”** means any transaction resulting in an assignment of FCC licenses or a transfer of Control with respect to the Station or the Service Station, as applicable, including, as applicable, a transfer of control with respect to Sales Agent or Station Licensee, the FCC consent for which assignment or transfer of Control may be obtained pursuant to an FCC Form 316 “short form” application and Section 73.3540(f) of the FCC Rules (or any successor thereto).

**“STA”** means a Special Temporary Authorization or substantially similar authorization pursuant to the Communications Act and the FCC Rules.

**“Station Website”** means the website of the Station operated by Station Licensee as of the date hereof and any other website established by the parties associated with the Station as contemplated by the Shared Services Agreement.

**“Third Party Claim”** means any action, suit, claim or legal, administrative, arbitration, mediation, governmental or other proceeding or investigation, other than any brought by a party to this Agreement or an Affiliate of a party to this Agreement.

**“Transaction Documents”** means this Agreement, the Shared Services Agreement and the Transition Plan, any amendments thereto, and any the other documents, agreements and instruments executed by the parties hereto and thereto in connection therewith.

**“Transition Plan”** has the meaning set forth in Section 4.6(c) of this Agreement.

**“WARN Act”** means the Worker Adjustment and Retraining Notification Act and similar Applicable Laws (including under applicable state law).

**Section 1.2 *Shared Services Terms.*** Capitalized terms used herein that (a) are not defined herein and (b) are defined in the Shared Services Agreement, shall have the meaning ascribed thereto in the Shared Services Agreement.

**Section 1.3 *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/Schedule</u>
Advertisements	Section 4.1(a)
Agreement	Introduction
Audit Referee	Section 5.9
Base Date	Preamble
Broadcast Material	Section 4.3
Collection Period	Section 4.6(b)(ii)
Converted Programming	Schedule 4.2
Core Operational Expenses	Section 5.1(d)
Covered Transaction	Section 9.3(d)
Covered Transaction Closing	Section 9.3(e)(i)
Covered Transaction Notice	Section 9.3(d)
Defense Counsel	Section 8.3(a)
Defense Notice	Section 8.3(a)
Delivered Programming	Section 4.2
Direct Claim	Section 8.3(e)
Disclosure Statement	Section 5.2(c)
Effective Date	Introduction
Excluded Revenues	Schedule 3.1
Excluded Spectrum Services	Section 4.1(d)
Force Majeure	Section 9.4
Indemnified Party	Section 8.3(a)
Indemnifying Party	Section 8.3(a)
Initial Term	Section 2.1(a)
JSA Fee	Section 3.1(a)
Licensee Assignee	Section 9.3(c)
Licensee Retained Revenue Amount	Section 3.1(b)
Loss	Section 8.1(a)
Mobile Television Services	Section 4.1(c)
Monthly Advertising Revenue	Schedule 3.1
National Advertisements	Section 4.1(a)
Net Revenues	Schedule 3.1
Network Payments	Section 5.1(d)
Policy Statement	Section 4.3
Pre-Base Date Accounts Receivables	Section 4.6(b)
Receiving Party	Section 9.3(e)
Reimbursable Costs	Section 5.3(c)

<u>Term</u>	<u>Section/Schedule</u>
Renewal Term	Section 2.1(b)
Retransmission Revenue	Section 5.1(f)
Sales Agent	Introduction
Sales Agent Assignee	Section 9.3(b)(2)
Sales Agent Employee Liabilities	Section 4.6(a)(i)
Sales Agent Indemnified Party	Section 8.2
Sales Agent Programming Fee	Section 3.1(a)(ii)
Sales Agent Programming Periods	Schedule 4.2
Schedule of Pre-Base Date Accounts Receivable	Section 4.6(b)(i)
Schurz	Introduction
Station Indemnified Party	Section 8.1(a)
Station Licensee	Introduction
Station Licensee Employee Liabilities	Section 4.6(a)(i)
Station Licensee Operating Expenses	Section 5.3(a)
Station Licensee Revenue Payment	Schedule 3.1
Station Senior Employees	Section 5.1(c)
Television Advertisements	Section 4.1(a)
Term	Section 2.1(b)
Trade Agreements	Section 4.5(a)
Trade Ads	Section 4.5(a)
WARN Act Liabilities	Section 4.6(a)(i)
Website Advertising	Section 4.1(e)

## ARTICLE II

### TERM

#### Section 2.1 *Term.*

(a) *Initial Term.* This Agreement shall be deemed effective, and the initial term hereof shall commence, on and as of the Base Date and such initial term (the “**Initial Term**”) shall continue until the tenth (10th) anniversary of the Base Date, unless terminated in accordance with Section 2.2 below.

(b) *Renewal Term.* This Agreement shall be renewed automatically for two (2) additional successive terms of five (5) years each (each such additional term, a “**Renewal Term**”) commencing on the day following the expiration of the Initial Term or any succeeding Renewal Term (the Initial Term and any such Renewal Terms hereinafter referred to as the “**Term**”); unless Sales Agent or Station Licensee delivers to the other at least 270 days before the expiration date of any Term written notice of its intention not to renew.

#### Section 2.2 *Termination.*

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

(b) *Termination by Station 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 270 days after delivery of such notice; *provided further, however*, that if termination of this Agreement is required by Applicable Law as of an earlier date than such 270th day, then in such event termination shall be deemed effective as of such earlier date required by Applicable Law:

(i) this Agreement has been declared invalid under Applicable Law or illegal in whole or substantial part by an order or decree of an administrative agency or court of competent jurisdiction which is not subject to appeal or further administrative or judicial review, 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 270 days after such notice:

(i) if Sales Agent is not then in material breach and Station Licensee is in material breach under this Agreement or the Shared Services Agreement (other than a breach by Station Licensee of any of its payment obligations under the Shared Services Agreement) and Station Licensee has failed to cure such breach within forty-five (45) 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 under the Shared Services Agreement (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 a parent 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 under any federal or state insolvency law which, if filed against Station Licensee, has not been dismissed within thirty (30) days thereof; or

(iii) if, at any time during the Term, the Station is not a network affiliate of a Major Television Network.

(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 270 days after such notice.

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

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

(e) *Upon Restraint of this Agreement.* Subject to Section 9.7, if any order of any Governmental Authority shall be in effect, including as a result of a Third-Party Claim, and including any preliminary injunction or temporary restraining order (but only if no appeal, timely request for stay or similar motion with respect thereto is pending or the deadline for filing any such appeal, motion or similar document has expired), or there shall be any Applicable Law, the effect of which shall be to prohibit or enjoin the performance of this Agreement, then either party shall have the right to terminate this Agreement upon written notice to the other, which notice shall be effective as of the date 270 after such notice hereunder; *provided, however*, that in the event that outside counsel to the terminating party shall advise such party that such order of the applicable Governmental Authority or Applicable Law shall require termination of this Agreement as of a date earlier than such 270-day period contemplated hereunder, then such notice of termination shall be effective as of such earlier date required by such Governmental Authority or Applicable Law, as the case may be.

(f) *Cross-Termination.* In the event that the Shared Services Agreement is deemed terminated, this Agreement shall also be deemed terminated.

### **Section 2.3    *Effect of Termination and Continuing Obligations.***

(a) No expiration or termination of this Agreement shall terminate the obligations of any party hereto to indemnify the other parties under Section 8 of this Agreement, or limit or impair any party's rights to receive payments due and owing hereunder on or before the effective date of such termination.

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

(c) The termination of this Agreement or the expiration of the Term shall be without prejudice to any rights or obligations of the parties that may have accrued prior to the effective time of such termination or expiration. Without limiting the generality of the foregoing, upon the termination of this Agreement or the expiration of the Term, as between the parties hereto, Station Licensee shall assume sole responsibility for the collection of accounts receivable with respect to the Station.

(d) In the event that this Agreement is terminated by reason of the material breach by one party of this Agreement or the other Transaction Documents, the non-breaching party shall be entitled to any costs or damages incurred as a result of the breach, which costs and damages shall include, without limitation: (i) reimbursement for all costs associated with any severance of employees occasioned by termination of this Agreement prior to the end of the Term; and (ii) reimbursement for the non-depreciated book value related to equipment purchases made by the non-breaching party pursuant to the terms of the Transaction Documents specifically for the purpose of fulfilling its obligations under the Transaction Documents; *provided, however*, that title to such equipment shall thereafter be held by the reimbursing party.

### ARTICLE III

#### CONSIDERATION

##### **Section 3.1    *JSA Fee and Licensee Retained Revenue Amount.***

(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, and Sales Agent shall be entitled to retain from revenue collected during the Term, a fee (the "***JSA Fee***") in an amount equal to the aggregate amount of the following elements, in accordance with *Schedule 3.1* attached hereto:

(i) Twenty-five percent (25%) of all Net Revenues (as defined in *Schedule 3.1*) (the "***Net Revenue Fee***"); and

(ii) One hundred percent (100%) of all revenues received or collected from programming and advertisements during the Sales Agent Programming Periods (as defined in *Schedule 4.2*) (the "***Sales Agent Programming Fee***").

(b) The Net Revenue Fee and Sales Agent Programming Fee shall be calculated and shall be payable in accordance with *Schedule 3.1*.

### ARTICLE IV

#### SCOPE OF SERVICES

##### **Section 4.1    *Sales and Related Services.***

(a) Except as expressly provided to the contrary herein, Station Licensee retains Sales Agent on an exclusive basis for the Term to market and sell all forms of regional and local spot advertising, sponsorships, direct response advertising, paid programming



(including infomercials), and all long-form advertising broadcast on the Station's Primary Channel and any digital sub-channels on the Station's non-Primary Spectrum during the Term (the "**Television Advertisements**"); *provided, however, that* Station Licensee may sell political advertising as necessary to comply with FCC Rules and any revenues received by Station Licensee as a result of any such political advertising sales shall be promptly remitted to Sales Agent. Subject to the terms of *Schedule 3.1*, national spot advertising broadcast on the Station ("**National Advertisements**" and, together with Television Advertisements, collectively, "**Advertisements**") shall continue to be sold by the Station's national rep firm as selected from time to time by Station Licensee; *provided, however, that* at the end of the term of any representation agreement with respect to the sale of National Advertisements on the Station, Sales Agent shall have the right to negotiate, execute and deliver a new, amended or renewed representation agreement with respect to National Advertisements with any party of its choosing and on such terms and conditions as it may agree to; *provided, further that* any fees or other costs under such new, amended or renewed representation agreement shall not be in excess of such fees or costs in Station Licensee's existing representation agreement. Sales Agent shall determine the placement, duration and rates of such National Advertisements. Station Licensee shall provide to Sales Agent and its employees such information as Sales Agent may reasonably request to support the marketing and sale of the Advertisements and the collection of accounts receivable with respect thereto. Sales Agent shall abide by all laws relating to non-discrimination in the sale of advertising. Sales Agent also shall be responsible for the Station's traffic, billing and collection functions for the Advertisements. Sales Agent shall conduct the sales, traffic, billing and collection functions for the Station and its other obligations under the Transaction Documents in accordance with standard practice in the industry and in no event less than with the same standards of care and diligence that such services are provided for the Service Station. Sales Agent may sell the Advertisements in combination with any other broadcast stations of its choosing; *provided, however, that* (i) under no circumstances may Sales Agent require advertisers to purchase time on the Station and any other station together, and (ii) the terms of sale of such Advertisements shall be on terms comparable to the sale of advertisements on such other station, taking into account market conditions. Subject to the foregoing and Section 4.3, the placement, duration and rates of the Advertisements shall be determined by Sales Agent.

(b) Sales Agent shall be and is hereby appointed as the exclusive agent of Station Licensee for the collection of all accounts receivable during the Term. In particular, all accounts receivable for, and cash received related to, the sale of Advertisements or otherwise relating to the broadcasts on the Station (including Delivered Programming and revenue from the Station's retransmission consent agreements), arising during the Term shall be collected and held by Sales Agent, to be disbursed or distributed as provided in this Agreement.

(c) *Mobile Television Services.* Sales Agent shall be the exclusive agent for Station Licensee regarding any revenue derived or derivable from the "Mobile Television Services" of the Station. "**Mobile Television Services**" shall mean any mobile broadcast or mobile video services, whether or not classified as a "broadcast service," together with any other use of the spectrum of the Station, that provides or facilitates the provision of any video signal to mobile users but shall not include (i) non-video datacasting, or (ii) subscription mobile services that: "(x) have no local production content (whether produced by or for the Station or by third parties by or for viewers in the Augusta market), (y) use no programming material or visual

content related to the Station's television broadcast service (including network, syndicated, or local programming), and (z) carry no local advertising or local advertiser-supported content. During the Term, the spectrum capacity of the Station made available for Mobile Television Services shall not exceed four megabits per second (4 Mbps) without the consent of Station Licensee.

(d) *Excluded Spectrum Services.* Sales Agent shall have neither the right nor the responsibility to act as agent for Station Licensee with respect to any revenue derived or derivable from the "Excluded Spectrum Services" of the Station. "***Excluded Spectrum Services***" shall mean non-broadcast uses of capacity on the Station's Non-Primary Spectrum (such as non-video datacasting) that are not traditional television broadcast services and that are not Mobile Television Services. Station Licensee and Sales Agent, each in their sole discretion, may agree in writing that Sales Agent shall provide sales or services or act as agent for such operation upon the terms then agreed to by Station Licensee and Sales Agent.

(i) Station Licensee shall provide (or cause to be provided) the Excluded Spectrum Services in compliance with Applicable Law, including the FCC Rules. Station Licensee shall be solely responsible for, and shall ensure, (aa) the timely payment of applicable taxes and fees, if any, with respect to the Excluded Spectrum Services, including pursuant to 47 C.F.R. § 73.624(g), and (bb) the filing of all reports and certifications required by Applicable Law, including the FCC Rules, with respect to the Excluded Spectrum Services.

(ii) Station Licensee's use or development (whether directly or indirectly through a third party) of any Excluded Spectrum Services shall not impair or interfere with the signal or transmission of the Station's Primary Channel.

(e) Sales Agent shall have the exclusive right to sell any and all advertising on the Station Website, 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 website (including text ads, banner ads, instream ads, pre-roll ads, wallpaper ads, video ads and sponsorships) ("***Website Advertising***").

**Section 4.2 *Delivered Programming.*** Commencing on the Base Date, Sales Agent shall provide to the Station Licensee for broadcast, simulcast or rebroadcast on the Station, as applicable, local news and other programming as described more particularly in *Schedule 4.2* hereof (the "***Delivered Programming***"), which Delivered Programming shall be less than twenty-five (25) hours per week and less than fifteen percent (15%) of the Station's broadcast hours for any week. Sales Agent shall be responsible for obtaining the rights to broadcast the Delivered Programming on the Station and for paying all costs incurred in obtaining such rights. To the extent permission is required to rebroadcast any Delivered Programming under Section 325 of the Communications Act, Sales Agent hereby grants Station Licensee such permission. The Delivered Programming shall be subject to Sales Agent's editorial judgment and the requirements of Section 4.3, including but not limited to the Station Licensee's right to reject or preempt Broadcast Material under Section 4.3 hereof. All Delivered Programming shall conform in all material respects with standards established by Station Licensee and consistent with similar programming broadcast on Sales Agent's own television broadcast stations, and shall otherwise conform to all Applicable Law and the intellectual property rights of third parties.

**Section 4.3    *Content Policies.*** All material furnished by Sales Agent for broadcast on the Station, including all Delivered Programming and Advertisements (collectively, "***Broadcast Material***") shall comply with Applicable Law, 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. Sales Agent shall ensure that the Broadcast Materials are in compliance with the terms of this Agreement and Station Licensee's statement of policy set forth in *Schedule 4.3* (the "***Policy Statement***").

**Section 4.4    [Reserved]**

**Section 4.5    *Trade and Barter Spots; Promotional Spots.***

(a) On or as soon as reasonably practicable after the Effective Date, Station Licensee shall 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 ("***Trade Agreements***") that are in effect as of, and will extend beyond, the Base Date. Sales Agent shall comply with and honor all existing Trade Agreements, to the extent that Trade Agreement spots may be broadcast on a preemptible basis and shall comply with any obligation of Station Licensee to provide advertising time under the terms of any retransmission consent agreement. The dollar value of advertising time on the Station provided to advertisers pursuant to Trade Agreements or pursuant to any retransmission consent agreement (collectively, "***Trade Ads***") shall not be included in the computation and determination of Net Revenues for purposes of this Agreement. After the Base Date, Sales Agent shall have the right to enter into new Trade Agreements for non-cash consideration advancing the interests of the Station during the Term.

(b) To the extent so requested from time to time by Station Licensee, Sales Agent will provide Station Licensee with a mutually agreed upon number of promotional spots on the Station for Station Licensee's purposes (so long as such promotional spots do not materially interfere with the Sales Agent's obligations under the Transaction Documents).

**Section 4.6    *Transition Matters.***

(a) *Employees.*

(i) Each party shall be responsible for any severance benefits or other obligations with respect to any of its employees who may be involuntarily terminated. For the avoidance of doubt, the parties acknowledge that as between each party hereto, Station Licensee is solely responsible for any liability with respect to any employee or former employee of Station Licensee who may be involuntarily terminated by Station Licensee, including (w) any liability or claim arising from or relating to the employment relationship between Station Licensee and any Station Licensee employee, either prior to, or following, the Effective Date; (x) any liability arising out of the termination of any employees of Station Licensee in connection with the

transactions contemplated by this Agreement; (y) any liability or claims arising out of such employees' participation in or accrual of benefits or compensation under, or the failure to participate in or to accrue compensation or benefits under any company plan or compensation arrangement of Station Licensee or accrued but unpaid wages (including salaries, overtime, bonuses, commissions, severance, and vacation or sick pay); or (z) claims of discrimination in employment by Station Licensee (collectively, "**Station Licensee Employee Liabilities**"). For the avoidance of doubt, the parties acknowledge that as between each party hereto, Sales Agent is solely responsible for any liability with respect to any employee or former employee of Sales Agent who may be involuntarily terminated by Sales Agent, including (w) any liability or claim arising from or relating to the employment relationship between Sales Agent and any Sales Agent employee, either prior to, or following, the Effective Date; (x) any liability arising out of the termination of any employees of Sales Agent in connection with the transactions contemplated by this Agreement; (y) any liability or claims arising out of such employees' participation in or accrual of benefits or compensation under, or the failure to participate in or to accrue compensation or benefits under any company plan or compensation arrangement of Sales Agent or accrued but unpaid wages (including salaries, overtime, bonuses, commissions, severance, and vacation or sick pay); or (z) claims of discrimination in employment by Sales Agent (collectively, "**Sales Agent Employee Liabilities**"). Each party shall be solely responsible for any and all liabilities, penalties, fines or other sanctions that may be assessed or otherwise due under the WARN Act or any similar state statutes with respect to any of its employees (collectively, "**WARN Act Liabilities**"). This Section shall operate exclusively for the benefit of the parties to this Agreement and not for the benefit of any other Person.

(ii) Without limiting Section 4.6(a), Sales Agent shall have the right, but not the obligation, to offer employment to, and employ, any employee of Station Licensee that Station Licensee does not intend to retain following the Base Date. Station Licensee shall cooperate with Sales Agent to facilitate Sales Agent's exercise of this right and opportunity, including by making reasonable arrangements for Sales Agent to review and interview Station Licensee employees that are not being retained by Station Licensee. Sales Agent shall consider in good faith whether its personnel needs can be met by hiring qualified Station Licensee employees that Licensee will not retain following the Base Date and Sales Agent shall interview potentially qualified candidates as recommended by Station Licensee; *provided, however*, that Sales Agent will have sole discretion to decide whether to offer employment to any such person and to set the terms of any such offer.

(iii) Station Licensee shall retain responsibility for any existing employment contracts of Station Licensee and Sales Agent shall have no responsibility for any such employment contracts.

(b) *Station Licensee's Pre-Base Date Accounts Receivable.* All accounts receivable for the business of the Station, including the Station Website, with respect to the period prior to the Base Date (the "**Pre-Base Date Accounts Receivable**") shall be the property solely of the Station Licensee and shall be collected by Sales Agent on behalf of Station Licensee pursuant to the terms and subject to the conditions of this Section 4.6(b). For the avoidance of doubt, the Pre-Base Date Accounts Receivable shall not give rise to a JSA Fee pursuant to Section 3 or a Services Fee pursuant to the Shared Services Agreement.

(i) Within ten (10) days after the Base Date, the Station Licensee shall deliver to Sales Agent a complete and detailed list of all of the Pre-Base Date Accounts Receivable (the "*Schedule of Pre-Base Date Accounts Receivable*").

(ii) For a period of one hundred twenty (120) days following the Base Date (the "*Collection Period*"), Sales Agent shall, as the Station Licensee's agent, attempt to collect such Pre-Base Date Accounts Receivable as shown on the *Schedule of Pre-Base Date Accounts Receivable* and upon such collection, such Pre-Base Date Accounts Receivable shall be held by Sales Agent and paid over to Station Licensee as provided herein. Sales Agent shall not be required to institute any legal proceedings to enforce the collection of such Pre-Base Date Accounts Receivable or to refer any of such Pre-Base Date Accounts Receivable to a collection agency. The Station Licensee shall provide Sales Agent a power of attorney or other required authorization for the limited purpose of allowing Sales Agent to endorse and deposit checks and other instruments received in payment of such Pre-Base Date Accounts Receivable. Sales Agent shall not adjust any such Pre-Base Date Accounts Receivable or grant credit without Station Licensee's prior written consent. Any Pre-Base Date Accounts Receivable amounts collected on behalf of the Station Licensee shall be paid to the Station Licensee within fifteen (15) calendar days after the end of each month during the Collection Period. Along with such payment, the Sales Agent shall provide Station Licensee with a detailed statement of the Pre-Base Date Accounts Receivable that have been collected during the prior month and any other information reasonably requested by Station Licensee.

(iii) Within thirty (30) calendar days after the end of the Collection Period, Sales Agent shall deliver to the Station Licensee a statement listing all uncollected Pre-Base Date Accounts Receivable, together with all files concerning the collection or attempts to collect such Pre-Base Date Accounts Receivable. Other than cooperating with any subsequent request for information by the Station Licensee, Sales Agent's responsibility for such Pre-Base Date Accounts Receivable thereafter shall cease. Sales Agent shall incur no liability to the Station Licensee for any uncollected Pre-Base Date Accounts Receivable. Thereafter, Station Licensee shall have the right to collect such uncollected Pre-Base Date Accounts Receivable.

(iv) Except to remit collected Pre-Base Date Accounts Receivable in accordance herewith, Sales Agent shall have no liability or obligation to the Station Licensee with respect to the collection of its Pre-Base Date Accounts Receivable and shall not be obligated to take any action to collect such accounts. All payments received by Sales Agent from any customer whose name appears in the *Schedule of Pre-Base Date Accounts Receivable* and who is also a customer of Sales Agent shall be credited as payment of the account or invoice designated by such customer in writing. In the absence of any such designation by the customer, payments shall be first credited to the oldest invoice which is not disputed by said customer.

(c) *Transition Plan.* The transition plan set forth in *Schedule 4.6(c)* (the "*Transition Plan*") shall govern any other transition issues with respect to the transactions contemplated by this Agreement and the Shared Services Agreement, including transitioning of traffic and other software systems.

#### **Section 4.7    *Monthly Reports; Books and Records.***

(a) On or before the last 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. Without limiting *Schedule 3.1* hereof, 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 to the extent reasonably necessary to perform Sales Agent's obligations under the Transaction Documents, *provided* that the foregoing access shall not interfere unreasonably with the Station's business.

(c) The audit and inspection rights of Sales Agent and Station Licensee under this Section 4.7, (i) shall not limit or modify the rights of the parties pursuant to the terms and subject to the conditions of Section 5.7 and 5.8 below, and (ii) shall survive any expiration or termination of this Agreement for a period of eighteen (18) months from such expiration or the effective date of such termination.

**Section 4.8 Control of the Station.** 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, other than those payments of Sales Agent associated with the Delivered Programming. 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, and all sales material prepared by Sales Agent for the sale of advertising time on the Station shall identify Station Licensee as the licensee of the Station using mutually agreeable wording and references. Sales Agent shall sell advertising time and enter into all agreements for the sale of time on the Station and for the Delivered Programming in its own name.

## ARTICLE V

### OTHER OBLIGATIONS OF THE PARTIES

**Section 5.1 Responsibilities of Station Licensee.** In addition to any other duties or obligations under this Agreement, 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) Station Licensee shall continue to maintain full control over the operations of the Station, including programming editorial policies, employees of Station Licensee and Station Licensee-controlled facilities. Station Licensee shall be responsible for, and shall comply in all material respects with (i) the terms and conditions of the FCC licenses with respect to the Station and (ii) Applicable Law with respect to the operation of the Station. Station Licensee shall file in a timely and complete manner all reports and applications required to be filed with the FCC or any other governmental body.

(b) Station Licensee shall maintain in effect policies of insurance insuring the assets and the business of the Station in accordance with good industry practices and consistent with the coverage provided under such policies as were in existence on the day prior to the Effective Date.

(c) Station Licensee shall employ at least two full-time employees (and no fewer than the number required to comply with Applicable Law) in connection with the business and management of the Station, one of whom shall be the station manager (collectively, the "**Station Senior Employees**").

(d) Station Licensee shall be responsible for payment of all core operating costs of the Station (excluding those costs to be borne by Sales Agent in accordance with Sections 5.2 and 5.3 and all costs related to the Delivered Programming) (the "**Core Operational Expenses**"), including: (i) all payments for programming, including film expenses and music rights payments and costs (including music performance rights, synchronization rights, and master use rights) associated with the broadcast or transmission of all announcements and programming, including the Advertisements (but not including the Delivered Programming); (ii) all capital expenditures relating to transmission facilities owned by Station Licensee (including any replacements thereof); (iii) utility costs associated with Station Licensee's transmission and other facilities; (iv) costs and expenses of Station Senior Employees, including severance expenses; (v) any "Network Payments", which are Network "reverse compensation" or other similar payments (including payment of any portion of any retransmission fees) to a Network (up to the amount of such payments as of the Effective Date), but not including any increases in Network Payments associated with a new Network agreement, or a renewal or amendment of a Network agreement, entered into after the Effective Date (which shall be paid out of and reduce the amount of Net Profits as defined in the Shared Services Agreement); (vi) lease or other payments for securing transmission and any other facilities; (vii) expenses related to maintenance and filings with respect to FCC Authorizations of the Station and other expenses of compliance with FCC Rules and other Applicable Law, including attorneys' fees incurred in connection therewith; (viii) premiums and other out-of-pocket costs and expenses relating to any insurance; (ix) property taxes, lease payments, and other payments related to any real property, personal property and leased property; and (xi) income and franchise taxes (but excluding any income or franchise taxes payable by Sales Agent in connection with the performance of its obligations under the Transaction Documents).

(e) Station Licensee shall be solely responsible for all costs and expenditures associated with the procuring of programming to be aired on the Station, other than those associated with the Delivered Programming. Station Licensee shall pay over to Sales Agent all funds received by Station Licensee each calendar year from the Network and any other program

syndicator or supplier for promotion of the Network and other programming on other stations or media, and Sales Agent shall use all such funds solely for their intended promotional or other similar purposes and in accordance with Section 4(b) of the Shared Services Agreement. Station Licensee shall cooperate with Sales Agent in filing any necessary forms or reports required to obtain co-op reimbursement or other funds to which Sales Agent is entitled under this Section 5.1(e). For the purposes of *Schedule 3.1* hereof, Sales Agent's receipt of promotional or co-op payments identified in this Section 5.1(e) shall not be considered a part of Net Revenues and its expenditures of such promotional or co-op payments shall not be considered an expense for purposes of calculating the JSA Fee. 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, which amount Station Licensee shall promptly pay over to the Network pursuant to the terms of any such agreement with such Network.

(f) Subject to the provisions of any Network affiliation or other programming agreement to which Station Licensee is a party, Station Licensee shall consult and cooperate with Sales Agent in the maintenance and enforcement of retransmission consent agreements with cable, satellite and other multichannel video providers. Station Licensee, in consultation with Sales Agent, shall exercise its rights to mandatory carriage and retransmission consent for cable television and other multichannel video providers in a manner that ensures the maximum possible net profit and retransmission consent revenue from cable, direct-broadcast-satellite and other multichannel video programming distributors ("***Retransmission Revenue***"). Subject to any restrictions imposed by Applicable Laws, Station Licensee authorizes Sales Agent, and/or its representatives, to act as Station Licensee's exclusive agent to negotiate retransmission consent and related agreements with cable, satellite and other multichannel video providers with respect to the Station. Sales Agent and Station Licensee agree to cooperate with one another in good faith in connection with the negotiation and enforcement of all such retransmission consent agreements for the Station for the purpose of maximizing the revenue to be received under Station Licensee's retransmission consent agreements, consistent with requirements of Applicable Laws. Sales Agent shall use commercially reasonable efforts to consult with and assist Station Licensee in seeking to obtain additional cash payments or increases over and above any cash consideration to which Station Licensee is entitled pursuant to Station Licensee's retransmission consent agreements that are in place as of the Effective Date. Any Retransmission Revenue or other similar payments made to Station Licensee or otherwise paid in respect of the Station or its programming during the Term shall be subject to the terms and subject to the conditions of *Schedule 3.1* hereto.

(g) Station Licensee shall not take any action or unreasonably omit to take any action that would be reasonably likely to result in a (x) revocation, non-renewal or material impairment of the FCC Licenses, (y) material adverse effect upon the Station's transmitters, antennae and other material assets included in the Station's transmission facilities or (z) material breach or default under the terms of any of the agreements to which Station Licensee is a party relating to the Station.



(h) 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.

(i) During the Term, Station Licensee shall use commercially reasonable efforts to maintain and renew the current Network affiliation agreement with respect to the Station on terms and conditions substantially similar to those agreed to by Station Licensee or any of its Affiliates with such Network with respect to any other station owned or operated by Station Licensee or its Affiliates.

(j) Station Licensee shall use commercially reasonable efforts, consistent with good engineering practices and the past practices of the Station, to continue the normal and usual transmissions of the Station so as to provide a broadcast signal twenty-four (24) hours each day for seven (7) days each week at the Station's full authorized facilities, with such exceptions as (i) may be consistent with the past practice of the Station, (ii) permitted by the FCC Rules without the requirement of an STA, or (iii) otherwise necessitated by, or arise from: (A) normal and usual equipment maintenance; (B) an event of Force Majeure; (C) any equipment or facilities damage or repair work; (D) any act or omission of Sales Agent (or in its capacity as Service Provider under the Shared Services Agreement) or any third Person acting on behalf of or as agent of the Sales Agent or Service Provider; and (E) any act or omission of any third Person who is not officer, employee or agent of Station Licensee or an Affiliate thereof or of a third Person that Controls or is Controlled by Station Licensee.

**Section 5.2 Responsibilities of Sales Agent.** In addition to any other duties or obligations under this Agreement, Sales Agent, at its expense and subject to the provisions of *Schedule 3.1*, shall be responsible for and perform the following obligations during the Term in accordance with and subject to the following provisions:

(a) Sales Agent shall be solely responsible for (i) all commissions, other compensation and benefits or expenses relating 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 marketing, sales, traffic, billing and collections functions with respect to the Advertisements; (iii) expenses associated with Sales Agent's negotiation or enforcement of retransmission consent agreements for the Station; 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, benefits, taxes and related costs for all personnel employed by Sales Agent in the fulfillment of its obligations under the Transaction Documents (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 the Station to comply with such political time obligations, Sales Agent shall release advertising availabilities to Station Licensee.

(d) All Broadcast Material shall comply in all material respects with the Policy Statement, the Communications Act, the FCC Rules and other Applicable Law. 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 without limitation the Communications Act and FCC Rules.

### **Section 5.3    *Annual Budgeted Expenses.***

(a) On or before the Base Date, Sales Agent and Station Licensee shall agree on the annual budgeted expenses for the Station (the "***Annual Budgeted Expenses***") for the first calendar year of the Term. The Annual Budgeted Expenses shall consist of (i) the budgeted Reimbursable Costs (as defined in Section 5.3(d) below), and (ii) the budgeted Core Operational Expenses and any other reasonable and customary capital expenses of Station Licensee necessary to the operations of the Station for a calendar year, other than any expenses included in the Reimbursable Costs or otherwise payable by Sales Agent (the "***Station Licensee Operating Expenses***"). Promptly following the Effective Date, but in no event more than thirty (30) days thereafter, Station Licensee shall provide Sales Agent with its good faith estimate of the Station Licensee Operating Expenses, and Sales Agent shall provide Station Licensee with its good faith estimate of the Reimbursable Costs, for the initial calendar year. The Annual Budgeted Expenses (including the Station Licensee Operating Expenses and Reimbursable Costs) for the first calendar year of the Term shall be mutually agreed upon by Station Licensee and Sales Agent.

(b) Prior to the beginning of each calendar year thereafter, Sales Agent and Station Licensee will work together in good faith to agree on appropriate adjustments to the Annual Budgeted Expenses for the next calendar year, taking into account relevant and existing economic conditions in the broadcasting industry and at the Station. In the event Sales Agent and Station Licensee are unable to agree on appropriate adjustments to any Annual Budgeted Expense for a given calendar year, such expense shall be increased or decreased by an amount equal to fifty percent (50%) of the applicable increase or decrease in the consumer price index for such year; *provided, however, that* in any given calendar year, any Annual Budgeted Expense shall not exceed such expense for the preceding calendar year by greater than one percent (1%) without the written agreement of the parties.

(c) At the end of each calendar quarter during the Term, if the actual, year-to-date Net Revenues of the Station are ten percent (10%) or more less than the budgeted Net Revenues for such period, then the parties shall promptly negotiate in good faith and agree upon commensurate reductions in the Annual Budgeted Expenses.

(d) For purposes of the Transaction Documents, "**Reimbursable Costs**" means the costs and expenses of Sales Agent for a calendar year that are necessary for the fulfillment of its responsibilities under the Transaction Documents, other than (i) expenses and costs relating to the Sales Agent Programming Periods, (ii) expenses identified in Section 5.2(a)(iii), (iii) Sales Agent's sales-related costs, including all compensation, benefits and other expenses relating to its performance of marketing, sales, traffic, billing and collections functions with respect to the Advertisements, and (iv) any Core Operational Expenses under Section 5.1(d). For purposes of calculating the Management Fee (as defined in Schedule A of the Shared Services Agreement), Reimbursable Costs shall not include payments by Sales Agent to third party vendors (including attorneys and accountants) unless such third party payments are included in the Annual Budgeted Expenses or Station Licensee specifically agrees, in writing, to include such payments in Reimbursable Costs for purposes of calculating the Management Fee. Any Reimbursable Costs not included within the Annual Budgeted Expenses for a given calendar year shall require prior written approval from Station Licensee.

**Section 5.4 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 existing playback equipment used by the Station, and with quality suitable for broadcast.

**Section 5.5 Aging of Accounts Receivable.** The parties shall provide reasonable cooperation to one another with respect to the sharing of information concerning the collection and aging of outstanding accounts receivable of the Station.

**Section 5.6 Access to Information.** 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. 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. Nothing in this Section 5.6 shall entitle Station Licensee to review the internal corporate or financial records of Sales Agent except for records relating to the sales, accounts receivable or other operations of the Station. Station Licensee shall keep confidential any information obtained from Sales Agent, and Sales Agent shall keep confidential any information obtained from Station Licensee, 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, and Sales Agent shall return to Station Licensee, all information obtained by it from the other party in connection with this Agreement. This Section 5.6 shall survive any termination or expiration of this Agreement for a period of three (3) years.

**Section 5.7 Books and Records.** Each party shall keep complete and accurate books and records, including electronic records, pertaining to the payment obligations under each

Transaction Document in sufficient detail to calculate the payments payable under each such Transaction Document and such books and records shall be retained by the applicable party until the later of (a) three (3) years after the end of the period to which such books and records pertain, (b) for such longer period as may be required by Applicable Law, (c) eighteen (18) months following the expiration or effective date of termination of this Agreement or (d) the pendency of any audit or audit dispute as contemplated by Sections 5.8 and 5.9 below.

**Section 5.8 *Audit.*** At the request of either party, the other party shall, and shall cause its affiliates, to permit a certified public accountant or a person possessing similar professional status or associated with a national independent accounting firm or another accounting firm reasonably acceptable to the both parties, during regular business hours and upon reasonable notice, to examine those books and records which are directly pertinent to the provisions of either Transaction Document and which are maintained by the other party or such other party's affiliates pursuant to Section 5.7 above; *provided, however*, that no audit may be conducted with respect to books and records beyond the scope of Section 5.7. Such examinations may not (a) be conducted for any period more than three (3) years after the end of such period, or (b) be conducted more than four times in any twelve (12) -month period. Except as provided below, the cost of this examination shall be borne by the party invoking the audit rights hereunder, unless the audit reveals a variance of more than five percent (5%) from the amounts reported or with respect to payments properly due pursuant to the Transaction Documents, in which case the audited party shall bear, or reimburse the auditing party, for the cost of the audit. Unless disputed pursuant to Section 5.9 below, if such audit concludes that additional fees or other payments were owed or that excess payments were made, the paying party shall pay the additional amounts or the receiving party shall reimburse such excess payments and, if applicable pursuant to Section 5.10, with interest from the date originally due calculated in accordance with Section 5.10 below, within thirty (30) days after the date on which such accounting firm's written report is delivered to the parties. This Section 5.8 shall survive the termination or expiration of the Agreement for a period of eighteen (18) months following the expiration or effective date of termination of this Agreement.

**Section 5.9 *Audit Dispute.*** In the event of a dispute between the parties regarding the books and records or the matters contemplated in Sections 5.7 and 5.8 during the Term or the period eighteen (18) months following the expiration or effective date of termination of this Agreement, the parties shall work in good faith to resolve the disagreement. If the parties are unable to reach a mutually acceptable resolution of any such dispute within thirty (30) days, the dispute shall be submitted for arbitration to a certified public accounting firm selected by the parties in mutual agreement (the "*Audit Referee*"). The decision of the Audit Referee shall be final and the costs of such arbitration as well as the initial audit shall be borne between the parties in such manner as the Audit Referee shall determine. Subject to Section 8.7, not later than fifteen (15) days after such decision, the paying party shall pay the additional fees, as the case may be, or the receiving party shall reimburse such excess payments, in accordance with such decision of the Audit Referee. Without limiting the finality of the decision of the Audit Referee as provided above, recourse to the dispute resolution procedures of this Section 5.9 shall be, prior to the selection of an Audit Referee, non-exclusive with respect to Section 9.10. This Section 5.9 shall survive the termination or expiration of this Agreement in accordance with its terms.

**Section 5.10 *Payment Deficiency.*** In the event that it is determined, whether pursuant to Sections 5.8, 5.9 or otherwise, that any payment (including any partial payment) due from a party to the other party under the Transaction Documents is overdue, then the party from whom such payment is due shall promptly (and in no event later than thirty (30) days following such determination), pay such overdue amount and, if such overdue amount constitutes more than five percent (5%) of the amount actually due, together with interest on the entire overdue payment amount from the date such payment was originally due, calculated at an annual rate (but with interest accruing on a daily basis) of two percent (2%) above the prime rate as reported in *The Wall Street Journal (eastern edition)* as of the date of such determination; *provided, however*, that the foregoing shall not limit or otherwise modify any other remedies available to either party whether pursuant to this Agreement or at law or equity. This provision shall survive expiration or termination indefinitely.

## ARTICLE VI

### REPRESENTATIONS AND WARRANTIES OF STATION LICENSEE

Station Licensee represents and warrants to Sales Agent as follows:

**Section 6.1 *Authorization and Binding Obligation.*** The execution, delivery, and performance of this Agreement by Station Licensee has 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.

**Section 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 material breach of, constitute a default under, or accelerate or permit the acceleration of any performance required by the terms of any material 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.

**Section 6.3 *Litigation.*** As of the Effective Date, there are no claims, actions, suits, proceedings or investigations pending before any court, arbitrator or Governmental Authority, or

to the actual knowledge of Station Licensee, threatened, which seeks rescission of, seeks to enjoin the consummation of, or otherwise relates to this Agreement or any of the transactions contemplated in the Transaction Documents, except for the pending proceedings before the FCC with regard to the application for license renewal for the Station set forth in *Schedule 6.3*.

**Section 6.4 *Collective Bargaining Agreements.*** As of the Effective Date, Station Licensee is not subject to any collective bargaining agreement and no Station employees are represented by a union.

## ARTICLE VII

### REPRESENTATIONS AND WARRANTIES OF SALES AGENT

Sales Agent represents and warrants to Station Licensee as follows:

**Section 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.

**Section 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.

**Section 7.3 *Litigation.*** As of the Effective Date, there are no claims, actions, suits, proceedings or investigations pending before any court, arbitrator or Governmental Authority, or to the actual knowledge of Sales Agent, threatened, which seeks rescission of, seeks to enjoin the consummation of, or otherwise relates to this Agreement or any of the transactions contemplated in the Transaction Documents.

**Section 7.4 *Collective Bargaining Agreements.*** As of the Effective Date, Sales Agent is not subject to any collective bargaining agreement and no employees of the Service Station are represented by a union.

## ARTICLE VIII

### INDEMNIFICATION AND REMEDIES

#### Section 8.1 *By Sales Agent.*

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

(i) any act or omission, event or occurrence that was or shall be caused by Sales Agent, its employees, agents or Affiliates relating to the business and operations of Sales Agent, the Service Station or the Station or the performance of Sales Agent's obligations hereunder or under any other Transaction Document, other than expenses to be paid by Station Licensee and other payments that are the responsibility of Station Licensee hereunder;

(ii) any libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights resulting from or relating to the Broadcast Material provided to Station by Sales Agent following the Base Date;

(iii) any breach by Sales Agent of any of its obligations, representations, warranties, covenants and other agreements hereunder or under any other Transaction Document;

(iv) the performance (or non-performance) by Sales Agent in connection with any Covered Agreement; or

(v) any costs or liabilities associated with the termination of Sales Agent's employees (except those costs associated with any severance of employees occasioned by termination of this Agreement prior to the end of Term by reason of material breach of this Agreement or the other Transaction Documents by Station Licensee).

(b) The obligations of Sales Agent under this Section 8.1 shall survive any termination or expiration of this Agreement or the other Transaction Documents, as applicable. The obligations of Sales Agent under this Section 8.1 shall be direct and not conditioned or conditional upon Station Licensee's pursuit of remedies against any other party, and Station Licensee shall have the right to elect to proceed against Sales Agent in the first instance without any requirement to first proceed against any third party.

(c) Notwithstanding anything to the contrary contained herein or in the other Transaction Documents, in no event shall (i) Sales Agent be liable under this Section 8.1 for punitive, treble, exemplary, consequential, special or other damages that are not actual damages in accordance with Applicable Law; or (ii) Sales Agent's indemnification obligations under this Section 8.1 extend to Losses to the extent arising out of or resulting from a breach by Station

Licensee of its representations, warranties, covenants or agreements in this Agreement or the other Transaction Documents, or from the gross negligence or willful misconduct of Station Licensee or any of its employees, agents or Affiliates.

(d) The indemnification obligations of the Sales Agent hereunder and under the other Transaction Documents, in the aggregate, shall in no event exceed the greater of (i) the maximum limits of any and all applicable insurance policies of Sales Agent (including any amounts available under any umbrella policies), *plus* the amount of any applicable deductibles or retention amounts, and (ii) Two Million Dollars (\$2,000,000); *provided, that* the limitations on the indemnification obligations of Sales Agent under this Section 8.1(d) shall not apply to any Losses related to any gross negligence or willful misconduct of Sales Agent or any of its employees, agents or Affiliates.

## **Section 8.2    *By Station Licensee.***

(a) Except with respect to or to the extent of any Loss subject to indemnification pursuant to the terms and subject to the conditions of Section 8.1, Station Licensee shall indemnify, defend and hold harmless Sales Agent and any employee, director, member, manager, officer, stockholder or agent of Sales Agent, or any of its Affiliates, successors or assignees (each, a “***Sales Agent Indemnified Party***”) from and against, and reimburse and pay to such Sales Agent Indemnified Party, as incurred, any Loss, which any such Sales Agent Indemnified Party may suffer, sustain or become subject to, in any way arising from, relating to, or as a result of:

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

(ii) any libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights resulting from or relating to all material broadcast on the Station following the Base Date other than the Broadcast Material;

(iii) any breach by Station Licensee of any of its obligations, representations, warranties, covenants and other agreements hereunder or under any other Transaction Document;

(iv) any Station Licensee Employee Liabilities or WARN Act Liabilities (except those costs associated with any severance of employees occasioned by termination of this Agreement prior to the end of Term by reason of material breach of this Agreement or the other Transaction Documents by Sales Agent); and

(v) without limiting Section 8.2(a)(ii), the business and operation of the Station (including the Station Website) as of the time prior to the Base Date.



(b) The obligations of Station Licensee under this Section 8.2 shall survive any termination or expiration of this Agreement or the other Transaction Documents, as applicable. The obligations of Station Licensee under this Section 8.2 shall be direct and not conditioned or conditional upon Sales Agent's pursuit of remedies against any other party, and Sales Agent shall have the right to elect to proceed against Station Licensee in the first instance without any requirement to first proceed against any third party.

(c) Notwithstanding anything to the contrary contained herein or in the other Transaction Documents, in no event shall (i) the Station Licensee be liable under this Section 8.2 for punitive, treble, exemplary, consequential, special or other damages that are not actual damages in accordance with Applicable Law; or (ii) Station Licensee's indemnification obligations under this Section 8.2 extend to Losses to the extent arising out of or resulting from a breach by Sales Agent of its representations, warranties, covenants or agreements in this Agreement or the other Transaction Documents, or from the gross negligence or willful misconduct of Sales Agent or any of its employees, agents or Affiliates.

(d) The indemnification obligations of the Station Licensee hereunder and under the other Transaction Documents, in the aggregate, shall in no event exceed the greater of (i) the maximum limits of any and all applicable insurance policies of Station Licensee (including any amounts available under any umbrella policies), *plus* the amount of any applicable deductibles or retention amounts, and (ii) Two Million Dollars (\$2,000,000); *provided, that* the limitations on the indemnification obligations of Station Licensee under this Section 8.2(d) shall not apply to any Losses related to any gross negligence or willful misconduct of Station Licensee or any of its employees, agents or Affiliates.

### **Section 8.3    *Procedure.***

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

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

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

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

(e) It is the intent of the parties that all direct claims by an Indemnified Party against a party not arising out of Third Party Claims shall be subject to and benefit from the terms of this Section 8.3. Any claim under this Section 8.3 by an Indemnified Party for indemnification other than indemnification against a Third Party Claim (a "***Direct Claim***") will

be asserted by giving the Indemnifying Party reasonably prompt written notice thereof, and the Indemnifying Party will have a period of twenty (20) days within which to satisfy such Direct Claim. If the Indemnifying Party does not so respond within such twenty (20) -day period, the Indemnifying Party will be deemed to have rejected such claim, in which event the Indemnified Party will be free to pursue such remedies as may be available to the Indemnified Party under this Section 8.

(f) A failure by an Indemnified Party to give timely, complete, or accurate notice as provided in this Section 8.3 shall not affect the rights or obligations of either party hereunder or under the Shares Service Agreement except to the extent that, as a result of such failure, any party entitled to receive such notice was deprived of its right to recover any payment under its applicable insurance coverage or was otherwise materially adversely affected or damaged as a result of such failure to give timely, complete, and accurate notice.

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

**Section 8.4 *Risk of Loss.*** Except to the extent otherwise provided pursuant to the terms and subject to the conditions of Sections 8.1, 8.2 and 8.3, as applicable, the risk of loss with respect to any real property or tangible personal property shall be with the owner thereof, whether Station Licensee or Sales Agent, as the case may be.

**Section 8.5 *Losses to Be Calculated on Aggregate Basis.*** For purposes of calculating Losses or any other damages as may be applicable under the Transaction Documents, the benefits and burdens of each party under all of the Transaction Documents shall be taken together and considered in the aggregate, regardless of whether a breach, event, or act or omission, as applicable, giving rise to such Loss or other damages shall be with respect to only one of the Transaction Documents.

**Section 8.6 *Services Unique.*** The parties hereby agree that the services to be provided by the parties under this Agreement are unique and that substitutes therefor cannot be purchased or acquired in the open market. For that reason, the parties would be irreparably damaged in the event of a material breach of this Agreement by the another party. Accordingly, to the extent permitted by the Communications Act and the FCC Rules then in effect, the parties may request that a decree of specific performance be issued by a court of competent jurisdiction, enjoining the another party to observe and to perform such other party's covenants, conditions, agreements and obligations hereunder, and the parties hereby agree neither to oppose nor to resist the issuance of such a decree on the grounds that there may exist an adequate remedy at law for any material breach of this Agreement.

**Section 8.7 Exclusivity.** After the Base Date, the indemnification provided by this Section 8, together with Section 12 of the Shared Services Agreement, shall be the sole and exclusive remedy of either of Sales Agent and Station Licensee against the other party hereto with respect to any third party claim arising out of a breach of any representation, warranty, covenant or agreement herein or otherwise in connection with this Agreement or the Shared Services Agreement; *provided* that neither this Section 8 nor Section 12 of the Shared Services Agreement shall prohibit (a) injunctive relief (including specific performance) pursuant to Section 8.6 of this Agreement and Section 17 of the Shared Services Agreement or if available under Applicable Law or (b) any other remedy available at law or in equity for any fraud committed in connection with this Agreement or the Shared Services Agreement. For purposes of clarity, the indemnification provided by this Section 8, together with Section 12 of the Shared Services Agreement, shall not be the sole and exclusive remedy with respect to breach of contract claims by either party hereto against the other under this Agreement or any other Transaction Document.

## ARTICLE IX

### MISCELLANEOUS

**Section 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 otherwise specifically provided in this Agreement, no party shall be authorized to act as an agent of or otherwise to represent any other party hereto.

**Section 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 other parties. To the extent required by the Communications Act and 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 and on any requirements that any of the Transaction Documents be filed with the FCC.

**Section 9.3 Assignment; Change in Control; Benefit; Binding Effect.**

(a) Except as otherwise expressly provided below in this Section 9.3, no party may assign this Agreement or delegate its obligations under this Agreement without the prior written consent of the other parties.

(b) Sales Agent shall assign its rights and delegate its obligations under the Transaction Documents to any (i) successor in interest as the operator or licensee of the Service Station or (ii) purchaser of all or substantially all of the assets of such Service Station, including a bankruptcy trustee, a debtor in possession or a reorganized debtor (each a "**Sales Agent Assignee**").

(c) Station Licensee shall assign its rights and delegate its obligations under the Transaction Documents to any (i) successor in interest as the operator or licensee of the Station or (ii) purchaser of all or substantially all of the assets of such Service Station, including

a bankruptcy trustee, a debtor in possession or a reorganized debtor (each a "***Licensee Assignee***").

(d) Within five (5) business days of the execution and delivery of any agreement giving rise to (i) a mandatory assignment of the Transaction Documents pursuant to Section 9.3(b) or 9.3(c) above or (ii) a Change in Control with respect to a party hereto (each of clauses (i) and (ii), a "***Covered Transaction***"), Sales Agent or Station Licensee, as applicable, shall deliver to the other party hereto notice of such Covered Transaction (a "***Covered Transaction Notice***").

(e) With respect to a Covered Transaction Notice that contemplates an assignment of the Transaction Documents, upon the closing of the transaction contemplated by the Covered Transaction Notice (the "***Covered Transaction Closing***"), the Transaction Documents shall be assigned as contemplated in the corresponding Covered Transaction Notice and in accordance with the terms and subject to the conditions of this Agreement, including Section 9.3(f) below.

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

(g) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Without limiting Section 9.3(f) above, any permitted assignee of a party hereto shall be a party to this Agreement for all purposes hereof.

(h) Any assignment by Station Licensee under this Agreement shall include an assignment by Schurz of its rights and obligations hereunder.

**Section 9.4 Force Majeure.** Any delay or interruption in the broadcast operation of the Station or the Service Station, in whole or in part, due to acts of God, strikes, lockouts, material or labor restrictions, governmental action, riots, natural disasters, acts of war or terrorism or any other cause not reasonably within the control of a party (a "***Force Majeure***") shall not constitute a breach of this Agreement, and no party shall be liable to any other party for any liability or obligation with respect thereto.

**Section 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.

**Section 9.6 Press Release; Permitted Filings.** 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 or by the other Transaction Documents 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, or performance under, the Transaction Documents.

**Section 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 Shared Services 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. Prior to any termination hereunder, 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 or the other Transaction Documents the parties shall negotiate in good faith to revise any such provision of this Agreement or such Transaction Document 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 or the other Transaction Documents, as applicable. 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 a Transaction Document in accordance with the foregoing.

**Section 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*.

**Section 9.9 Governing Law.** This Agreement shall be construed and governed in accordance with the laws of Georgia without reference to the conflict of laws principles thereof.

**Section 9.10 Captions.** The captions in this Agreement are for convenience only and shall not be considered a part of, or effect the construction or interpretation of any provision of, this Agreement.

**Section 9.11 Calendar Periods.** With respect to payment obligations under the Transaction Documents, references to "calendar month," "calendar year," and "calendar quarter" refer to the Media General broadcast year calendar (i.e., the Media General fiscal year), a copy of which is attached as *Schedule 9.11*.

**Section 9.12 Gender and Number.** Words used herein, regardless of the gender and number specifically used, shall be deemed and construed to include any other gender, masculine, feminine, or neuter, and any other number, singular or plural, as the context requires.

**Section 9.13 Other Definitional Provisions.** The terms "hereof," "herein" and "hereunder" and terms of similar import will refer to this Agreement as a whole and not to any particular provision of this Agreement. Section references contained in this Agreement are

references to Sections in this Agreement, unless otherwise specified. Each defined term used in this Agreement has a comparable meaning when used in its plural or singular form. Each gender-specific term used in this Agreement has a comparable meaning whether used in a masculine, feminine or gender-neutral form. Whenever the term "including" is used in this Agreement (whether or not that term is followed by the phrase "but not limited to" or "without limitation" or words of similar effect) in connection with a listing of items within a particular classification, that listing will be interpreted to be illustrative only and will not be interpreted as a limitation on, or an exclusive listing of, the items within that classification.

**Section 9.14 Counterparts and Transmission of Signatures.** This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed original counterpart of this Agreement.

**Section 9.15 Amendment; Waiver and Entire Agreement.** This Agreement and the attachments and Schedules hereto (which are hereby incorporated by reference and made a part hereof), together with the Shared Services Agreement and the Transition Plan, when executed and delivered by the parties thereto, collectively represent the entire understanding and agreement among the parties hereto with respect to the subject matter hereof and thereof and supersede all prior agreements with respect to the subject matter hereof and thereof. Notwithstanding anything to the contrary contained herein or in any of the other Transaction Documents and, without limiting any of the other rights or remedies of the parties hereunder or under any of the Transaction Documents, the parties acknowledge and agree that each of Sales Agent and Station Licensee may offset any amount owed to such party by the other party pursuant to any of the Transaction Documents as a credit against any amount owed by such party to the other party pursuant to any of the Transaction Documents; *provided* that the application of any such credit shall be accompanied by a detailed statement setting forth the application of such credit. The agreements and understandings set forth in this Agreement and the Shared Services Agreement are integrated, a default or breach under this Agreement constitutes a default or breach under the Shared Services Agreement, and a default or breach under the Shared Services Agreement constitutes a default or breach under this Agreement. No term or provision hereof may be changed, modified, terminated or discharged (other than in accordance with its terms), in whole or in part, except by a writing which is dated and signed by the parties hereto. No waiver of any of the provisions or conditions of this Agreement or of any of the rights, powers or privileges of a party hereto shall be effective or binding unless in writing and signed by the party claimed to have given or consented to such waiver.

**Section 9.16 Right of First Offer.** In the event that Station Licensee or Schurz decides to explore the sale of the Station (whether by sale of stock or assets), but before Station Licensee or Schurz solicits or entertains other offers, Station Licensee or Schurz (as the case may be) shall provide written notice to Sales Agent and shall not solicit or entertain offers until Station Licensee or Schurz (as the case may be) have engaged in good faith exclusive negotiations with Sales Agent or a nominee of Sales Agent for a period of thirty (30) days regarding the sale or transfer of the Station to Sales Agent or such nominee. Such thirty (30)-day period shall begin on the date that Station Licensee provides or makes available to Sales Agent all materials that

would be made available to a prospective buyer in any good faith sales negotiation. If, after the conclusion of such thirty (30)-day period, Station Licensee or Schurz (as the case may be) shall not have entered into a written agreement respecting the sale of the Station, then neither Schurz nor Station Licensee shall have any further obligation to Sales Agent under this Section for a period of six (6) months. If, after such six (6)-month period, Schurz or the Station Licensee shall not have entered into a written agreement for the sale of the Station to a third party, then compliance with this Section shall be again required before Schurz or Station Licensee may solicit or entertain further offers for sale of the Station.

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

**WAGT TELEVISION, INC.**

By: Marilyn R. Brode  
Name: Marilyn R. Brode  
Title: Secretary - Treasurer

**SCHURZ COMMUNICATIONS, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**MEDIA GENERAL OPERATIONS, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Augusta Joint Sales Agreement]

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

**WAGT TELEVISION, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**SCHURZ COMMUNICATIONS, INC.**

By: Marcia Burdick  
Name: Marcia Burdick  
Title: Sr VP

**MEDIA GENERAL OPERATIONS, INC.**

By: \_\_\_\_\_  
Name:  
Title:

*[Augusta Joint Sales Agreement]*

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


**WAGT TELEVISION, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**SCHURZ COMMUNICATIONS, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**MEDIA GENERAL OPERATIONS, INC.**

By:  \_\_\_\_\_  
Name: JOHN R. COTTINGHAM  
Title: PRESIDENT, MID-SOUTH MARKET LEADER

*[Augusta Joint Sales Agreement]*