

## SHARED SERVICES AGREEMENT

This Shared Services Agreement (this "**Agreement**") is entered into as of this 15th day of November, 2011 (the "**Effective Date**"), by and between KTTU-TV, Inc., a Delaware corporation ("**KTTU Inc.**"), and KMSB-TV, Inc., an Arizona corporation ("**KMSB Inc.**" and collectively with KTTU Inc., "**Belo**"), and KOLD, LLC, a Delaware limited liability company ("**Raycom**") (each of Belo and Raycom shall be deemed a "**Party**" hereunder and together, the "**Parties**").

### PREAMBLE

A. KOLD License Subsidiary, LLC, a wholly-owned subsidiary of Raycom, is the licensee of television broadcast station KOLD-TV, Tucson, Arizona ("**KOLD**").

B. KTTU Inc. is the licensee of television broadcast station KTTU(TV), Tucson, Arizona ("**KTTU**") and KMSB Inc. is the licensee of television broadcast station KMSB(TV), Tucson, Arizona ("**KMSB**," collectively with KTTU, the "**Belo Stations**," and singularly each a "**Belo Station**") (KOLD and the Belo Stations are collectively referred to herein as the "**Stations**" and each as a "**Station**").

C. To promote the economic and business development of the Belo Stations, the parties desire to enter into this Agreement as of and with respect to the period beginning on the Commencement Date (as defined below), pursuant to which Raycom will provide certain services to support the operation of the Belo Stations by Belo, in conformity with the Communications Laws (as defined below), and Raycom, with its experience and operating infrastructure, will thereby improve the overall efficiency of the Belo Stations' operating processes and reduce costs, which, in turn, will help the Belo Stations serve the television viewing public in the market.

D. In connection with this Agreement, the Parties have entered into that certain letter agreement, dated as of the Effective Date and attached hereto as **Exhibit A**, which sets forth certain understandings with respect to transitional matters in anticipation of and in preparation for the Commencement Date and the provision of services hereunder (the "**Transition Plan**").

NOW, THEREFORE, in consideration of the above recitals and of the mutual agreements and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be bound legally, agree as follows:

### ARTICLE I -- DEFINITIONS.

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

"**Affiliate**" means, with respect to any Person, any other Person which, directly or indirectly, Controls, is Controlled by, or is under common Control with, the specified Person.

***“Applicable Law”*** means any of the Communications Laws and all other federal, state and local constitutions, laws, statutes, codes, rules, regulations, ordinances, judgments, orders, decrees and the like of any Governmental Authority, including common law.

***“Belo Station Union Employee”*** means any employee of the Belo Stations whose terms and conditions of employment are subject to a collective bargaining agreement.

***“Business Day”*** means any day excluding Saturdays, Sundays and any day that is a legal holiday under the laws of the United States or that is a day on which banking institutions located in New York or Arizona are authorized or required by Applicable Law or action of a Governmental Authority to close.

***“Commencement Date”*** means February 1, 2012, or such other date designated in writing by the Parties as the Commencement Date.

***“Communications Laws”*** means the Communications Act of 1934, as amended, together with the rules, regulations, interpretative precedent, and policies promulgated by the FCC, as in effect from time to time.

***“Control”*** including its various tenses and derivatives (such as ***“Controlled”*** and ***“Controlling”***) means (a) when used with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise, (b) when used with respect to any security, the possession, directly or indirectly, of the power to vote, or to direct the voting of, such security or the power to dispose of, or to direct the disposition of, such security, and (c) when used with respect to a radio or television station or other media outlet the ownership of which is regulated by the FCC pursuant to the Communications Laws, 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 Laws.

***“Current Belo Premises”*** means the facilities, premises and real property constituting the main studio of the Belo Stations prior to the Commencement Date, which premises are located in Tucson, Arizona.

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

***“FCC Licenses”*** means the licenses, permits or other authorizations issued by or pending before the FCC and necessary for the ownership and operation of a particular Station.

***“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.

***“High Definition Format”*** means distribution of digital television programming in a high definition (e.g., 720p or 1080i) format (or other high definition format with comparable or better resolution) pursuant to the ATSC Digital Television Standard A/53.

***“Intellectual Property Rights”*** means patents, copyrights, trademarks, service marks, trade secret rights or Know-How, and all copies and tangible embodiments thereof (in whatever form or media).

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

***“KOLD Premises”*** means the facilities, premises and real property constituting the main studio of KOLD and relating thereto and to the business and operation of KOLD, which are located at 7831 North Business Park Drive, Tucson, Arizona 85743 or such other facilities, premises and real property constituting the main studio of KOLD or in the area of Tucson, Arizona, and used by Raycom for the operation of KOLD as Raycom may select from time to time under the terms and conditions hereof.

***“Loss”*** means any loss, liability, damage or Expense (including reasonable legal Expenses and costs and any cost or expense arising from or incurred in connection with any action, suit, proceeding, claim or judgment) relating to any matter described in Section 12.1 or 12.2, as applicable.

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

***“Multicast Digital Channel”*** means any free over-the-air video programming stream (and associated program-related material) transmitted by a Station pursuant to ATSC Digital Television Standard A/53, which is in addition to the Primary Channel.

***“MVPD”*** means Multichannel Video Programming Distributor, as defined by the FCC.

***“Network”*** means any national television network party to any network affiliation agreement to which a Party is a party with respect to either (i) in the case of Belo, the Belo Stations, or (ii) in the case of Raycom, KOLD.

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

***“Primary Channel”*** means, with respect to each Station, the primary digital video programming stream (and associated program-related material) designated as such by such Station’s licensee as of the Effective Date.

***“Retained Employees”*** has the meaning ascribed thereto in the Transition Plan.

***“Right of First Refusal”*** means that certain Right of First Refusal, by and between the Parties, entered into as of the Effective Date and attached hereto as ***Exhibit B***.

**"Severance Expenses"** has the meaning ascribed thereto in the Transition Plan.

**"Shared Services"** means, collectively, the services to be provided by Raycom pursuant to the terms and subject to the conditions of this Agreement, including, but not limited to, the Equipment Services, Promotional Services, Production Services, IT Services, Master Control Services, Research Services and all services related to the Delivered Programming and the Combined Website.

**"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 or an Affiliate of a Party.

**"Transaction Documents"** means this Agreement, the Transition Plan and the Right of First Refusal, any amendments hereto or thereto, and the other documents, agreements and instruments executed by the parties hereto and thereto in connection therewith.

[REDACTED]

[REDACTED]

[REDACTED]







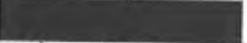
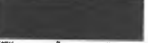

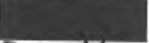
**"User Data"** shall mean personal identifiable information that may be used to identify, locate, contact, or describe any user of the Combined Website, including (a) registration data, such as user name, handle, password, and e-mail address; (b) all transaction data and history provided by, or obtained from, a user; (c) behavioral data concerning a user's use of the Combined Website or concerning any other activities of an user that may be disclosed or become known through use of the Combined Website; and (d) demographic data provided by or obtained from any user, directly or indirectly.

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

**"WARN Act Liabilities"** means any and all liabilities, penalties, fines or other sanctions that may be assessed or otherwise due under the WARN Act arising out of the transactions contemplated in the Transaction Documents, or otherwise at any time after the Commencement Date.

**Section 1.2 Other Capitalized Terms.** Capitalized terms used herein that (a) are not defined herein and (b) are defined in the Transition Plan or Right of First Refusal, shall have the meaning ascribed thereto in the Transition Plan or Right of First Refusal, as applicable.

**Section 1.3 Table of Defined Terms.** In addition to the defined terms in Section 1.1 hereof, the following is a list of terms used in this Agreement and a reference to the section or schedule hereof in which such term is defined:

<i>Term</i>	<i>Section/Schedule</i>
AAA	Section 13.9(b)
	
Agreement	Introduction
Ancillary Equipment	Section 3.3
Arbitration Rules	Section 13.9(b)
Audit Referee	Section 13.10(c)
Belo	Introduction
Belo Core Equipment	Section 3.4
Belo Facilities	Schedule 3.2
Belo Indemnified Party	Section 12.1(a)
Belo Station(s)	Preamble
Belo Station Website(s)	Section 4.6(a)
Combined Website	Section 4.6(b)
Combined Website Materials	Section 4.6(d)
Covered Agreements	Section 11.1
CPI	Section 7.3
Defense Counsel	Section 12.3(a)
Defense Notice	Section 12.3(a)
	
Delivered Programming	Section 4.3(a)
Delivering Party	Section 8.4
Direct Claim	Section 12.3(e)
Dispute	Section 13.9(b)
Equipment Services	Section 4.1
Effective Date	Introduction
	
Force Majeure Event	Section 13.2
	
Indemnified Party	Section 12.3(a)
Indemnifying Party	Section 12.3(a)
Initial Term	Section 8.1(a)
IT Services	Section 4.5
KOLD	Preamble
	
KTTU	Preamble
KTTU Inc.	Introduction
KMSB	Preamble
KMSB Inc.	Introduction
Lease Terms	Section 3.2
Master Control Services	Section 4.7
Modified Network Agreement	Section 8.4

<i>Term</i>	<i>Section/Schedule</i>
Navigation Tools	Section 4.6(b)
Non-Delivering Party	Section 8.4
Open Budget Item	Section 7.3
Original Belo Programming	Section 4.6(c)
Party(ies)	Introduction
Performance Bonus	Section 6.1
Policy Statement	Section 4.3(b)
Production Services	Section 4.2(b)
Promotional Services	Section 4.2(a)
Raycom	Introduction
Raycom Indemnified Party	Section 12.2(a)
Relocation	Section 3.1(a)
Renewal Term	Section 8.1(b)
Research Services	Section 4.8
██████████	██████████
Services Payment	Section 6.1
Shared Services Operating Budget	Section 7.1
████████████████████	██████████
SSA Fee	Section 6.1
Station(s)	Preamble
Station Senior Employees	Section 5.1
Term	Section 8.1(b)
Transition Plan	Preamble
Transition-Tail Period	Schedule 3.2
URL(s)	Section 4.6(b)
██████████	██████████

**Section 1.4 Other Interpretive Provisions.** Words used herein, regardless of the gender and number specifically used, shall be deemed and construed to include any other gender, masculine, feminine, or neuter, and any other number, singular or plural, as the context requires. The terms “hereof,” “herein” and “hereunder,” and terms of similar import will refer to this Agreement as a whole and not to any particular provision of this Agreement. Section references contained in this Agreement are references to Sections in this Agreement, unless otherwise specified. The words “or” and “any” are not exclusive. Whenever the term “including” is used in this Agreement (whether or not that term is followed by the phrase “but not limited to” or “without limitation” or words of similar effect) in connection with a listing of items within a particular classification, that listing shall be interpreted to be illustrative only and will not be interpreted as a limitation on, or an exclusive listing of, the items within that classification.

**Section 1.5 Captions.** The captions in this Agreement are for convenience only and shall not be considered a part of, or effect the construction or interpretation of any provision of, this Agreement.

## ARTICLE II -- GENERAL PRINCIPLES.

All arrangements contemplated by this Agreement and the other Transaction Documents shall be subject to, and are intended to comply in all respects with, the Communications Laws and all other Applicable Laws. The arrangements made pursuant to this Agreement or the other Transaction Documents or otherwise contemplated hereby or thereby shall not be deemed to constitute "joint sales," "program services," "time brokerage," "local marketing," any similar arrangement that would render either Party attributable with respect to the Station(s) owned and operated by the other Party for purposes of the multiple ownership restrictions under the Communications Laws, or a partnership, joint venture, or agency relationship between the Parties; and no such arrangements shall be deemed to give either Party any right to control the policies, operations, management or any other matter relating to the Station(s) owned and operated by the other Party.

## ARTICLE III -- RELOCATION.

### *Section 3.1 General.*

(a) Subject to paragraph (b) below, with respect to the Current Belo Premises, each of Raycom and Belo covenants to the other to use commercially reasonable efforts and to otherwise cooperate in good faith to relocate as expeditiously as reasonably practicable (i) the main studio location of the Belo Stations, and (ii) the office space of the Retained Employees, Transferred Employees or Transition Employees, in each case, to the KOLD Premises (the "**Relocation**").

(b) Belo covenants and agrees to use commercially reasonable efforts to obtain any FCC authorization that may be reasonably necessary to effectuate the Relocation.

**Section 3.2 Access to and Relocation of KOLD Premises.** During the Term, Raycom shall make available to Belo such premises and facilities at the KOLD Premises as may be reasonably necessary (a) to establish the main studio of the Belo Stations at such location, and (b) for the Retained Employees (or any additional or replacement Belo employees) to conduct the applicable business and operations of the Belo Stations at such location(s), but in no event less than the facilities required on *Schedule 3.2* attached hereto and otherwise pursuant to the terms and subject to the conditions set forth in *Schedule 3.2* (the "**Lease Terms**"). During the first five (5) years of the Term, Raycom may relocate the KOLD Premises subject to Raycom's obligation to provide the services set forth in this Section 3.2 without interruption to the Belo Stations' broadcasts or unreasonable interruption to the Belo Stations' other operations; but Raycom may not relocate the KOLD Premises thereafter without Belo's prior approval, not to be unreasonably withheld. To the extent any facility is subject to the terms of a third-party lease in force on the Effective Date, such access hereunder shall be subject in all material respects to the terms and conditions of such lease. With respect to any subsequent lease, including, without limitation, any extension of any current lease, such terms and conditions shall not discriminate against Belo's employees and agents in comparison to Raycom's employees and agents and shall provide Belo customary non-disturbance rights and attornment rights with respect to any sale of the underlying leased property.

**Section 3.3 Relocation and Use of Ancillary Equipment.** On or before the Commencement Date, Belo shall relocate to the KOLD Premises the assets and equipment of the Belo Stations set forth on *Schedule 3.3* (collectively, together with any replacements thereof, the “**Ancillary Equipment**”). During the Term, Belo grants Raycom the right to use the Ancillary Equipment at the KOLD Premises in a commercially reasonable manner in connection with the Shared Services provided under this Agreement, subject to (a) use by Belo’s employees at the KOLD Premises, and (b) Raycom’s obligation to maintain the Ancillary Equipment as set forth in Section 4.1.

**Section 3.4 Use of Equipment by Raycom.** During the Term, Belo grants Raycom the right to use any item of equipment set forth on *Schedule 3.4* hereto (individually and collectively, “**Belo Core Equipment**”), at the premises where such Belo Core Equipment is used or housed from time to time by Belo, in a commercially reasonable manner in connection with the Shared Services provided under this Agreement, subject to (a) use by Belo, and (b) Raycom’s obligation to maintain the Belo Core Equipment as set forth in Section 4.1.

**Section 3.5 No Modification to Title.** Notwithstanding the rights of use granted in Sections 3.3 and 3.4, without limiting the payment obligations hereunder, including pursuant to the terms and subject to the conditions of Article VI and *Schedule A* hereto, nothing in this Agreement shall be deemed or interpreted to limit or modify, or to otherwise effect a transfer or alteration of, Belo’s title to those assets, tangible and intangible, owned by Belo, including the Ancillary Equipment and the Belo Core Equipment.

#### ARTICLE IV -- SHARED SERVICES.

As of the Commencement Date, and thereafter during the Term, subject at all times to Belo’s ultimate supervision and control and the terms and conditions set forth in Article II above and Article V below, Raycom agrees to provide to Belo the following services to support the business and operation of the Belo Stations (*provided* that such supervision and control shall not be deemed to permit Belo to expand in any material respect the obligations of Raycom hereunder or to require Raycom to incur any material additional obligation or liability hereunder):

**Section 4.1 Technical Services and Equipment.** Raycom shall (i) perform monitoring and maintenance of the Belo Stations’ equipment and facilities, including, without limitation, the Belo Stations’ transmitters and related facilities, consistent with good engineering practices (including, but not limited to, conducting a mock inspection of the equipment and facilities for compliance with the Communications Laws at least once every two (2) years) and otherwise with the past practices of the Belo Stations or KOLD, (ii) facilitate the installation, repair, maintenance and replacement of the Belo Stations’ equipment and facilities pursuant to the terms and subject to the conditions of this Section 4.1 and (iii) at Belo’s request, provide any technical information regarding maintenance or condition of the Belo Stations’ equipment and facilities maintained in connection with this Agreement as necessary for Belo to comply with its obligations under the Communications Laws (collectively, the “**Equipment Services**”):

(a) **Repair of Belo Core Equipment.** In the event that it shall be reasonably necessary, consistent with good engineering practices and otherwise with the past practices of the Belo Stations or KOLD, to repair or replace any Belo Core Equipment, Raycom shall use

commercially reasonable efforts to promptly undertake such repair and replacement on behalf of Belo. Belo shall be responsible for all necessary third-party costs of Belo Core Equipment repair [REDACTED].

(b) *Repair of Ancillary Equipment.* In the event that it shall be reasonably necessary, consistent with good engineering practices and otherwise with the past practice of the Belo Stations or KOLD, to repair any item of Ancillary Equipment, Raycom shall be responsible for all such repair or replacement expenditures relating thereto [REDACTED].

(c) *Repair of Other Equipment.* If it shall be reasonably necessary, consistent with good engineering practices and otherwise with the past practices of the Belo Stations or KOLD, to repair any equipment owned by Belo, located in or around Tucson, Arizona and used for the Belo Stations (other than the Belo Core Equipment or the Ancillary Equipment), Raycom shall be responsible for such repair expenditures relating thereto [REDACTED].

#### *Section 4.2 Promotional Services and Production Services.*

(a) Raycom shall be responsible for the planning and execution of promotion for the Belo Stations; *provided, however*, that Belo shall have the right to supplement the promotional efforts undertaken by Raycom, but shall coordinate such efforts with Raycom to maintain image consistency (the "*Promotional Services*"). The Promotional Services shall include such efforts as may be commercially reasonable to maximize the ratings and Revenues of the Belo Stations, but in all events shall not be less than efforts reasonably commensurate with those historically undertaken by Raycom with respect to KOLD. The Promotional Services shall include negotiating ad buys on appropriate media for the promotion of the Belo Stations, subject to the supervision and control of Belo. Belo shall pay over to Raycom all funds received by Belo each year from any Network or other program syndicator or supplier for promotion of programming on the Belo Stations (subject to fair allocation of promotional funds for use by multiple television broadcast station Affiliates of Belo), if any, and Raycom shall use all such funds solely for promotion of the Belo Stations. [REDACTED].

(b) Raycom shall provide to the Belo Stations and the advertisers of each Belo Station, as needed, production services, including, but not limited to, production personnel, technical resources, equipment and facilities, to produce such local commercial content as may be required by advertisers on the Belo Stations ("*Production Services*") or for promotions utilized in connection with the Promotional Services. [REDACTED].

(c) Notwithstanding anything herein to the contrary, Belo shall retain ultimate authority over the promotion of the Belo Stations and all Promotional Services and Production Services shall be subject to the supervision and control of Belo.

### ***Section 4.3 Delivered Programming and Commercial Content.***

(a) Raycom shall provide to Belo for broadcast, simulcast or rebroadcast on the Belo Stations, as applicable, local news, weather, traffic, sports and other programming as described more particularly in *Schedule 4.3(a)* hereof (the “***Delivered Programming***”), which Delivered Programming shall be less than twenty-five (25) hours per week and less than fifteen percent (15%) of each Belo Station’s broadcast hours for any week. Raycom shall be responsible for obtaining the rights, including music rights, to broadcast the Delivered Programming on each Belo Station and for paying all costs incurred in obtaining such rights. To the extent permission is required to rebroadcast on the Belo Stations any Delivered Programming under Section 325 of the Communications Act of 1934, as amended, and other Applicable Law, Raycom hereby grants Belo such permission. The Delivered Programming shall be subject to Raycom’s editorial judgment and the requirements of Section 4.3(b), including but not limited to Belo’s right to reject or preempt any Delivered Programming under Section 4.3(b) hereof. All Delivered Programming shall conform in all material respects with technical, aesthetic and other standards established by Belo, shall be consistent with similar programming broadcast on Raycom’s own television broadcast stations, and shall otherwise conform to all Applicable Law, including the Communications Laws and the Intellectual Property Rights of third parties.

(i) Belo shall determine the amount of commercial advertising time and promotional time to be provided during the Delivered Programming.

(ii) Raycom shall maintain a system of editorial review, prior to broadcast, of all investigative reports and other news stories included in the Delivered Programming and shall use commercially reasonable efforts to ensure the accuracy of all program material included therein.

(b) All Delivered Programming and commercial content produced by Raycom shall comply with Applicable Law, including commercial limits in children’s programming. Belo shall have the right to preempt any Delivered Programming to present program material of greater local or national importance. Belo may reject any Delivered Programming if it reasonably determines that the broadcast of such material would violate Applicable Law or would otherwise be contrary to the public interest or Belo determines in good faith that broadcast of any other programming is necessary to address the local needs and interests of the Belo Stations’ communities. Belo shall promptly notify Raycom of any such rejection, preemption, or rescheduling and shall cooperate with Raycom in efforts to fulfill commitments to syndicators. *Schedule 4.3(b)* sets forth Belo’s statement of policy (the “***Policy Statement***”) with regard to the Delivered Programming and commercial content produced by Raycom; and Raycom shall use its best efforts to ensure that all Delivered Programming and commercial content produced by Raycom is in compliance with the Policy Statement.

***Section 4.4 Use of, and Access to, Facilities and Equipment.*** As set forth in Section 3.2, Raycom shall provide to Belo, including its employees and agents, the right of access to, and use of, KOLD Premises and other equipment and real property to an extent and in a manner reasonably sufficient to ensure and enable Belo to conduct broadcast operations of the Belo Stations consistent with, and pursuant to, the Communications Laws and with Belo’s past policies and practices.

**Section 4.5 Information Technology.** Raycom will provide reasonable and customary information technology, network services, software and information technology support services with respect to the KOLD Premises (including as further set forth on *Schedule 3.2*) necessary for the Belo Stations to conduct business therein in a manner reasonably comparable to KOLD, including, without limitation, human resources information technology services and support for any equipment used by employees of Belo pursuant to Sections 3.2 and 4.4 or *Schedule 3.2* (the “*IT Services*”).

**Section 4.6 Website Services.**

(a) With respect to each of the domain names for the current website(s) for the Belo Stations as of the Commencement Date (each, a “*Belo Station Website*” and together the “*Belo Station Websites*”), Belo shall maintain the registration of such domain names and shall continue to own such domain names, but shall designate Raycom as the administrative and technical contact with the domain name registrar for the Term. Except as otherwise set forth herein, Raycom shall not register other domain names, or establish websites associated with the Belo Stations, without the prior consent of Belo.

(b) Raycom shall operate combined websites for the Belo Stations and KOLD (collectively, the “*Combined Website*”) at the following URLs: mytucsonliving.com, mytucsonnews.com, mytucsonsports.com or mytucsonweather.com and any other URL selected by mutual agreement of the Parties, including for use on mobile devices (each a “*URL*” and together, the “*URLs*”), and ensure that a user attempting to access the Belo Station Websites will be redirected to the applicable URL. Upon the Commencement Date, Raycom shall be responsible for posting on the Combined Website, and on any Belo Station Websites, all materials which are required to be included on websites for the Belo Stations pursuant to 47 C.F.R. §§ 73.2080, 73.3526 and 79.1 or any other Applicable Law, including those provided directly by Belo. The URLs and any mobile device applications used to access content on the Combined Website (the “*Navigation Tools*”) may be registered in the name of Raycom or its Affiliates, however, Raycom (on behalf of itself and its Affiliates) hereby grants Belo a 35% ownership right in any such URLs.

(c) Belo hereby grants a royalty-free world-wide license for the Term to Raycom to use any and all and any portion of any programming produced exclusively by Belo for broadcast on the Belo Stations (“*Original Belo Programming*”), which license shall be for display, publication or other exploitation by Raycom in connection with the Combined Website during the Term.

(d) Raycom shall own all right, title and interest worldwide, including all copyright, patent and other intellectual property and proprietary rights, in and to the Combined Website Materials (defined below) developed, created or displayed during the Term. The “*Combined Website Materials*” means the Combined Website and any and all parts thereof (exclusive of (i) materials from the Belo Station Websites created prior to the Effective Date, including as set forth in Section 4.6(f) below, (ii) the Original Belo Programming, (iii) User Data (as provided below in paragraph (f) and (iv) Belo’s share of ownership in the Navigation Tools), but including any derivative works resulting from the foregoing), which Combined Website Materials shall include any and all screen designs or other designs, user interfaces, applications,

databases, programs and scripts (in all cases whether server-side or client-side), and any and all other website components, content, elements and tools. If and to the extent any right, title or interest anywhere in the world in or to the Combined Website Materials or any part thereof arises in Belo, by operation of law or otherwise, Belo hereby irrevocably and perpetually transfers and assigns to Raycom all such right, title and interest (except for the exclusions set forth above), and Belo agrees to execute any documents and do any other acts as may be reasonably requested by Raycom to document, establish, perfect or protect any right, title or interest of Raycom in or to the Combined Website Materials or any part thereof anywhere in the world. Upon the termination or expiration of this Agreement, (y) Belo shall own all right, title or interest anywhere in the world in or to the Combined Website Materials relating to one or both of the Belo Stations, and (z) Raycom shall grant to Belo a perpetual royalty-free world-wide non-exclusive license to use any and all content included on the Combined Website during the Term except for KOLD or Raycom trademarks or trade dress or proprietary design elements of the Combined Website.

(e) Without limiting the foregoing, Raycom shall use commercially reasonable efforts to provide and display content on the Combined Website featuring local news, weather, traffic, sports, and other information of interest to the communities of license for the Belo Stations, which content shall include content derived from the Delivered Programming. The design, formatting, display and user-interactive features of the Combined Website as maintained by Raycom hereunder shall be distinctive relative to competing websites in the market, but in all events commensurate with the quality of the website previously associated solely with KOLD.

(f) Each party shall retain all rights and ownership in its pre-existing Intellectual Property Rights, including any names, product names, logos, trademarks, service marks, or other Intellectual Property. Neither party grants to the other party any right or license with respect to its Intellectual Property Rights except as otherwise provided under this Agreement. Notwithstanding anything to the contrary in this Section 4.6, neither Belo nor Raycom shall acquire any rights with respect to the Combined Website Materials owned by any Network affiliated with, or other programming supplier of, any of the Stations, including, without limitation, to the extent inconsistent with any Network affiliation agreement applicable to any of the Stations.

(g) To the extent that User Data is generated from or in connection with the operation of the Combined Website, (i) Raycom shall establish a privacy policy with respect to the Combined Website, which privacy policy shall comply with Applicable Law, and (ii) all User Data shall be the property of Raycom; *provided, however*, that Raycom shall provide Belo with a copy of such User Data at the end of the Term and Belo shall have a non-exclusive, nontransferable, irrevocable and perpetual right and license to use the User Data solely in connection with the operation of websites for the Belo Stations after the Term. Raycom shall use commercially reasonable efforts to protect User Data as contemplated by the applicable privacy policy it establishes for the Combined Website, as such may be amended from time to time, which efforts shall be consistent with Raycom's efforts with respect to its own user data.

(h) Notwithstanding any provision of this Section 4.6 to the contrary, the Combined Website shall neither hold out, nor give the impression, that (i) Raycom or any party

other than Belo is the licensee of the Belo Stations or (ii) Belo or any party other than Raycom is the licensee of KOLD.

**Section 4.7 Master Control.** Raycom, through its master control operations and related employees, shall provide master control services for the Belo Stations (the "**Master Control Services**") subject to the supervision, direction and ultimate control of Belo. [REDACTED]

[REDACTED] If Raycom is not capable of providing the Master Control Services on the Commencement Date, Raycom may delay the start of Master Control Services for up to ninety (90) days [REDACTED]

**Section 4.8 Research.** Raycom shall provide research support services (the "**Research Services**") to the advertising sales staff of the Belo Stations. [REDACTED]

**Section 4.9 Insurance.** In connection with the Shared Services, Raycom shall maintain in effect policies of insurance insuring the assets and the business of Raycom 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 Commencement Date.

#### **ARTICLE V -- CERTAIN RETAINED OBLIGATIONS OF BELO.**

Belo shall be responsible for and perform the following obligations and functions with respect to the business and operations of the Belo Stations during the Term, in accordance with and subject to the following provisions:

**Section 5.1 Control of the Belo Stations and FCC Compliance.** Belo shall continue to maintain full control over the operations of the Belo Stations, including programming, key personnel, facilities and finances. Belo shall be responsible for, and shall comply in all material respects with (a) the terms and conditions of the FCC Licenses with respect to the Belo Stations, including the requirements of the main studio rules, and (b) all applicable provisions of the Communications Laws and all other Applicable Law with respect to the operation of the Belo Stations. Belo shall file in a timely and complete manner all reports and applications required to be filed with the FCC or any other Governmental Authority. Without limiting the generality of the foregoing, Belo 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 Belo Stations, one of whom shall be the station manager (collectively, the "**Station Senior Employees**").

**Section 5.2 Procurement of Programming.** Belo shall maintain for each Belo Station separate managerial and other personnel to carry out the selection, procurement and scheduling of programming for such Belo Station. In no event will the Parties or the Stations share services, personnel or non-public information pertaining to programming, except as set forth in Section 4.3 above.

**Section 5.3 Additional Retained Responsibilities.** Except for the Shared Services, Belo shall remain responsible for performing all other duties and responsibilities with respect to the Belo Stations, including the sale of all advertising broadcast on the Belo Stations (including all advertising spots during the Delivered Programming), traffic, accounting and finance, other back-office functions for the Belo Stations, and any functions otherwise required pursuant to Article II.

**Section 5.4 Insurance.** Belo shall maintain in effect policies of insurance insuring the assets and the business of the Belo Stations 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 Commencement Date.

**Section 5.5 Certain Retained Payment Responsibilities.** As between the Parties, Belo shall be solely responsible for all operating costs associated with the Belo Stations, including the cost of electricity (except with respect to the Belo Facilities), other utilities, taxes relating to the business and operation of the Belo Stations; the salaries, insurance and all other costs for all personnel employed by Belo or its Affiliates; expenditures related to maintenance and filings with respect to the FCC Licenses relating to the Belo Stations and other Expenses of compliance with the Communications Laws and other Applicable Law in connection with Belo's ownership and operation of the Belo Stations, including attorneys' fees of Belo incurred in connection therewith; insurance premiums with respect to the business and property of Belo, and all payments for the acquisition or licensing of programming with respect to the Belo Stations and all music rights payments, if any, relating to the broadcast or transmission of announcements, advertising and programming on the Belo Stations, other than those associated with the Delivered Programming, [REDACTED].

**Section 5.6 Retransmission Consent Agreements.** As between the parties hereto, Belo shall be solely responsible, with respect to the Belo Stations, for the maintenance, enforcement and negotiation of retransmission consent agreements with any MVPD.

**Section 5.7 Preservation of FCC Licenses.** Belo shall not take any action or unreasonably omit to take any action that would be reasonably likely to result in a (a) revocation, non-renewal or material impairment of its FCC Licenses, (b) material adverse effect upon the transmitters, antennae and other material assets included in the transmission facilities of the Belo Stations, or (c) material breach or default under the terms of any of the Covered Agreements.

**Section 5.8 Network Affiliation.** During the Term, Belo shall use commercially reasonable efforts to maintain and renew the current Network affiliation agreement with respect to each Belo Station's Primary Channel on terms and conditions substantially similar to those agreed to by Belo or any of its Affiliates with such Network with respect to any other station owned or operated by Belo or its Affiliates.

**Section 5.9 Maintenance of Normal and Usual Transmissions of the Belo Stations.** Subject to the obligations of Raycom hereunder, Belo shall use commercially reasonable efforts, consistent with good engineering practices and the past practices of the Belo Stations, to continue the normal and usual transmissions of the Belo Stations so as to provide a broadcast

signal twenty-four (24) hours each day for seven (7) days each week in accordance with the technical parameters specified in the Belo Station's respective FCC Licenses, with such exceptions as (a) may be consistent with the past practice of such Belo Station, (b) permitted by the Communications Laws without the requirement of a Special Temporary Authorization, or (c) otherwise necessitated by, or arise from: (i) normal and usual equipment maintenance; (ii) the occurrence of a Force Majeure Event; (iii) any equipment or facilities damage or repair work; (iv) any act or omission of Raycom (or any third party acting on behalf of or as an agent of Raycom); and (v) any act or omission of any third party who is not an officer, employee or agent of Belo or an Affiliate thereof, or of a third party that Controls or is Controlled by Belo.

**Section 5.10 High Definition Transmittal of Programming.** Without limiting the generality of Section 5.9 above, Belo shall transmit the programming on each Belo Station's Primary Channel in High Definition Format (a) based on the same policies presently used by the Belo Stations and (b) to the extent such programming is provided by the program supplier in High Definition Format.

**Section 5.11 Maintenance of Certain Real Property Rights.** Belo shall maintain in effect all leasehold rights or other rights in real property that may be necessary to operate the Belo Core Equipment consistent with the leasehold rights or other rights in real property that may be necessary to operate the Belo Core Equipment that were in existence as of the Commencement Date.

## ARTICLE VI -- CONSIDERATION AND COSTS.

**Section 6.1 SSA Fee and Performance Bonus.** In consideration for the Shared Services to be provided to Belo by Raycom pursuant to this Agreement, Belo shall pay to Raycom for each calendar month during the Term, (a) the payment described in and calculated in accordance with Section 1 of *Schedule A* hereto (the "*SSA Fee*"), and (b) the payment described in and calculated in accordance with Section 2 of *Schedule A* hereto (the "*Performance Bonus*," and collectively with the SSA Fee, the "*Services Payment*").

**Section 6.2 Raycom Costs.** Raycom shall be solely responsible for making all payments of the salaries, taxes and related costs for all personnel employed by Raycom who are used by Raycom in the performance of Raycom's obligations hereunder, [REDACTED]

## ARTICLE VII -- SHARED SERVICES OPERATING BUDGET.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**Section 7.4 No Limitation on Station Spending.** The Parties acknowledge and agree that the Shared Services Operating Budget is intended to evidence, facilitate and better effectuate the cost-savings contemplated by the Transaction Documents and the fee arrangements contemplated hereunder. Nothing in this Agreement, including the provisions of this Article VII, shall be deemed or construed to limit or modify the discretion of Belo to incur Expenses, make payments or undertake capital expenditures with respect to the Belo Stations, or Raycom to incur Expenses, make payments or undertake capital expenditures with respect to KOLD. Each Party shall bear its own Expenses related to the replacement of the capital assets owned by such Party.

#### **ARTICLE VIII -- TERM AND TERMINATION.**

**Section 8.1 Term.**

(a) **Initial Term.** This Agreement shall be deemed effective, and the initial term hereof shall commence, on and as of the date hereof and such initial term (the "**Initial Term**") shall continue until the tenth (10th) anniversary of the Commencement Date, unless earlier terminated in accordance with Section 8.2 below.

(b) *Renewal Term.* This Agreement shall be renewed automatically for one additional term of ten (10) years (the “**Renewal Term**”) commencing on the day following the expiration of the Initial Term (the Initial Term and the Renewal Term hereinafter shall collectively be referred to as the “**Term**”); unless Raycom or Belo delivers to the other at least one (1) year before the expiration date of the Initial Term written notice of its election not to renew this Agreement.

## **Section 8.2 Termination.**

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

(b) *Termination by Belo or Raycom.* This Agreement may be terminated by Belo or Raycom, by written notice to the other, upon the occurrence of any of the following events; *provided* that any such termination shall be effective as of the date one (1) year after delivery of such notice; *provided, further*, that if termination of this Agreement is required by Applicable Law as of an earlier date, then in such event, termination shall be deemed effective as of such earlier date required by Applicable Law (unless the Agreement can be revised under Section 13.3 to allow provision of the Shared Services until the later termination date):

(i) this Agreement or any other Transaction Document has been declared invalid under Applicable Law or illegal in whole or substantial part by an order or decree of an administrative agency or court of competent jurisdiction which is not subject to appeal or further administrative or judicial review; or

(ii) there has been a change in the Communications Laws that causes this Agreement or any other Transaction Document to be in violation thereof (whether in whole or in material part) and the applicability of such change is not subject to appeal or further administrative review and the Agreement cannot be revised under Section 13.3.

(c) *Termination by Raycom.* This Agreement may be terminated by Raycom, by written notice to Belo, upon the occurrence of any of the following events, *provided* that any such termination shall be effective as of the date one (1) year after such notice:

(i) if Raycom is not then in material breach and Belo is in material breach under this Agreement or any other Transaction Document (other than a breach by Belo of any of its payment obligations hereunder) and Belo has failed to cure such breach within forty-five (45) days after receiving written notice of such breach from Raycom, or if Raycom is not then in material breach and Belo breaches any of its payment obligations to Raycom hereunder (other than any such payment obligation that is being contested in good faith) which breach shall not have been cured within thirty (30) days after receiving written notice of such breach from Raycom;

(ii) if Belo or any entity Controlling Belo 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 Belo or any entity Controlling Belo under any federal or state insolvency law which, if filed

against Belo or any entity Controlling Belo, has not been dismissed within thirty (30) days thereof; or

(iii) if, at any time during the Term, either KMSB or KOLD, with respect to its Primary Channel, is not a network affiliate of a Major Television Network, but only during the ninety-day (90-day) period after such Station ceases to be such a network affiliate; *provided* that the failure of (a) KMSB to be a network affiliate of a Major Television Network, including upon a termination of the Network affiliation agreement of KMSB, shall not have been proximately caused by any act or omission of Raycom and (b) KOLD to be a network affiliate of a Major Television Network, including upon a termination of the Network affiliation agreement of KOLD, shall not have been proximately caused by any breach of such agreement by Raycom; further *provided* that Raycom shall provide to Belo at least eighteen (18) months prior written notice of termination in lieu of the one-year notice requirement set forth in Section 8.2(c). Notwithstanding the foregoing, this Section 8.2(c)(iii) will not apply in circumstances where either KMSB or KOLD, as applicable, is in the process of transitioning from one Major Television Network to another Major Television Network.

(d) *Termination by Belo.* This Agreement may be terminated by Belo, by written notice to Raycom, upon the occurrence of any of the following events, *provided* that any such termination shall be effective as of the date one (1) year after such notice:

(i) if Belo is not then in material breach and Raycom materially breaches any of its obligations under this Agreement or any other Transaction Document and such breach shall not have been cured within forty-five (45) days after receiving written notice of such breach from Belo, or if Raycom breaches any of its payment obligations to Belo (other than any such payment obligation that is being contested in good faith) which breach shall not have been cured within thirty (30) days after receiving written notice of such breach from Belo;

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

(iii) if Belo is not then in material breach, for a period of up to one (1) year following the fifth (5th) anniversary of the Commencement Date, *provided* that Belo has delivered to Raycom a Change of Control Transaction Notice (as defined in the Right of First Refusal) for both of the Belo Stations pursuant to the Right of First Refusal, and Raycom has not given Belo a Match Notice (as defined in the Right of First Refusal) within the time period provided in the Right of First Refusal, further *provided* that, notwithstanding the one-year (1-year) effective date for termination set forth in Section 8.2(d), Belo may make such termination effective on any date within the one-year (1-year) period after Belo delivers to Raycom notice of termination pursuant to this Section 8.2(d)(iii); or

(iv) if, at any time during the Term, either KOLD or KMSB, with respect to its Primary Channel, is not a network affiliate of a Major Television Network, but only during the ninety-day (90-day) period after such Station ceases to be such a network affiliate; *provided* that the failure of (a) KOLD to be a network affiliate of a Major Television Network, including upon a termination of the Network affiliation agreement of KOLD, shall not have been proximately caused by any act or omission of Belo and (b) KMSB to be a network affiliate of a Major Television Network, including upon a termination of the Network affiliation agreement of KMSB, shall not have been proximately caused by any breach of such agreement by Belo. Notwithstanding the one-year notice requirement set forth in Section 8.2(d), if Belo terminates this Agreement pursuant to this Section 8.2(d)(iv), it may, in its sole discretion, (y) provide up to eighteen (18) months prior written notice of termination or (z) terminate immediately. Notwithstanding the foregoing, this Section 8.2(d)(iv) will not apply in circumstances where either KMSB or KOLD, as applicable, is in the process of transitioning from one Major Television Network to another Major Television Network.

(e) *Upon Restraint of this Agreement.* If any order of any Governmental Authority shall be in effect, including as a result of a Third Party Claim, and including any preliminary injunction or temporary restraining order, or there shall be any Applicable Law, the effect of which shall be to prohibit or enjoin the performance of this Agreement, then either Party shall have the right to terminate this Agreement upon written notice to the other, which notice shall be effective as of the date one (1) year after such notice hereunder; *provided, however,* that in the event that outside counsel to the terminating party shall advise such party that such order of the applicable Governmental Authority or Applicable Law shall require termination of this Agreement as of a date earlier than such one-year (1-year) 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 (unless the Agreement can be revised under Section 13.3 to allow provision of the Shared Services until the later termination date).

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

### ***Section 8.3 Certain Matters Upon Termination.***

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

(b) Upon and following any termination, the Parties shall reasonably cooperate with each other to effect a transition to Belo of the Shared Services provided by Raycom under this Agreement.

(c) Upon and following any termination, the Parties shall hire a mutually agreed upon independent third party to provide a written valuation of the Navigation Tools. At any time within ninety (90) days of the date such valuation is delivered, each of the Parties shall

have a right to buy out the other Party's interest in the Navigation Tools for the price indicated by the valuation. In the event both Parties desire to buy out the other Party's interest, the Party offering the highest price (adjusted on a pro rata basis for the applicable ownership interest being purchased) shall acquire the other Party's interest.

**Section 8.4 Modified Network Affiliation Agreements and Notice.** Upon any renewal, extension, amendment or modification to any Network affiliation agreement relating to the Primary Channel of either Belo Station or the Primary Channel of KOLD (each, a "**Modified Network Agreement**"), the Party that is subject to such Modified Network Agreement (the "**Delivering Party**") shall provide within five (5) Business Days to the other party (the "**Non-Delivering Party**") written notice of such renewal, extension, amendment or modification, as applicable, together with a copy of such Modified Network Agreement. In the event that there shall be a Modified Network Agreement, the terms and conditions set forth in *Schedule 8.4* shall apply.

## **ARTICLE IX -- REPRESENTATIONS AND WARRANTIES OF BELO.**

Belo represents and warrants to Raycom as follows:

**Section 9.1 Authorization and Binding Obligation.** The execution, delivery, and performance of this Agreement by Belo have been duly authorized by all necessary organizational action on the part of such Party. This Agreement has been duly executed and delivered by Belo and constitutes the legal, valid, and binding obligation of such Party, enforceable against it in accordance with its terms except as the enforceability thereof may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium, insolvency, reorganization, or other similar laws of general application affecting the enforcement of creditors' rights or by general principles of equity limiting the availability of equitable remedies.

**Section 9.2 Absence of Conflicting Agreements or Consents.** The execution, delivery, and performance by Belo of this Agreement and the Transaction Documents (with or without the giving of notice, the lapse of time, or both): (a) will not conflict with the organizational documents of Belo; (b) to the actual knowledge of Belo, 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 Belo; (c) except for such waivers that have been previously obtained, 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 Belo is a party or by which it is bound as of the Effective Date; and (d) will not create any claim, lien, charge, or encumbrance upon any of the assets of the Belo Stations.

## **ARTICLE X -- REPRESENTATIONS, WARRANTIES AND COVENANTS OF RAYCOM.**

Raycom represents and warrants to Belo and otherwise agrees with Belo as follows:

**Section 10.1 Authorization and Binding Obligation.** The execution, delivery, and performance of this Agreement by Raycom have been duly authorized by all necessary organizational action on the part of such Party. This Agreement has been duly executed and delivered by Raycom and constitutes the legal, valid, and binding obligation of such Party, enforceable against it in accordance with its terms except as the enforceability thereof may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium, insolvency, reorganization or other similar laws of general application affecting the enforcement of creditors' rights or by general principles of equity limiting the availability of equitable remedies.

**Section 10.2 Absence of Conflicting Agreements or Consents.** The execution, delivery, and performance by Raycom of this Agreement and the Transaction Documents (with or without the giving of notice, the lapse of time, or both): (a) will not conflict with the organizational documents of Raycom; (b) to the actual knowledge of Raycom, 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 Raycom; 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 Raycom is a party or by which it is bound as of the Effective Date.

**Section 10.3 Similar Services.** Raycom shall not provide services comparable or similar to the Shared Services to any other television broadcast station in the Tucson, Arizona designated market area without the prior consent of Belo.

**Section 10.4 Preservation of FCC Licenses.** Raycom shall not take any action or unreasonably omit to take any action that would be reasonably likely to result in a (a) revocation, non-renewal or material impairment of its FCC Licenses, (b) material adverse effect upon the transmitters, antennae and other material assets included in the transmission facilities of KOLD, or (c) material breach or default under the terms of any of the Covered Agreements (as defined below).

## **ARTICLE XI -- COORDINATION UNDER CERTAIN COVERED AGREEMENTS.**

**Section 11.1 Covered Agreements.** With respect to those certain non-programming contracts and other agreements relating to the business of the Belo Stations that the Parties mutually agree in writing are beneficial to the operation of the Belo Stations after the Commencement Date (collectively, the "**Covered Agreements**"), in consideration of the mutual execution and delivery of this Agreement and the other Transaction Documents and for the consideration contemplated herein and therein and the premises thereof, on and as of the Commencement Date, Raycom and Belo shall use commercially reasonable efforts and otherwise cooperate to the extent practicable in effecting a lawful and commercially reasonable arrangement under which Raycom shall receive the benefits under each Covered Agreement during the Term and Raycom shall pay and perform Belo's obligations arising under each such Covered Agreement during the Term in accordance with its terms. The arrangements contemplated by this Section 11.1 are intended to facilitate the provision of services by Raycom hereunder for the benefit of Belo and are not intended to, and shall not be deemed, to effect an assignment of any such Covered Agreement.

**Section 11.2 Treatment of Termination Expenses.** To the extent Belo or Raycom elects to terminate or otherwise cancel any contracts or other agreements relating to the business of the Belo Stations or KOLD, respectively, in connection with the execution and delivery of this Agreement or any other Transaction Document, any Expenses related to or arising from such termination or cancellation shall be borne as set forth in the Transition Plan.

## **ARTICLE XII -- INDEMNIFICATION AND REMEDIES.**

### **Section 12.1 By Raycom.**

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

(i) any willful misconduct or gross negligence by any employee or agent of Raycom;

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

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

(iv) any Delivered Programming; or

(v) any Combined Website Materials or the Combined Website.

(b) The obligations of Raycom under this Section 12.1 shall survive any termination or expiration of this Agreement or the other Transaction Documents, as applicable.

(c) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR IN THE OTHER TRANSACTION DOCUMENTS, IN NO EVENT SHALL (i) RAYCOM BE LIABLE UNDER THIS SECTION 12.1 TO BELO FOR PUNITIVE, TREBLE, EXEMPLARY, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES THAT ARE NOT ACTUAL DAMAGES IN ACCORDANCE WITH APPLICABLE LAW, EXCEPT FOR ANY SUCH DAMAGES OWED BY BELO PURSUANT TO A THIRD PARTY CLAIM AND SUBJECT TO INDEMNIFICATION BY RAYCOM HEREUNDER; OR (ii) RAYCOM'S INDEMNIFICATION OBLIGATIONS UNDER THIS SECTION 12.1 EXTEND TO DAMAGES TO THE EXTENT ARISING OUT OF OR RESULTING FROM A BREACH BY BELO OF ITS REPRESENTATIONS, WARRANTIES, COVENANTS OR AGREEMENTS IN THIS AGREEMENT OR THE OTHER TRANSACTION DOCUMENTS, OR FROM THE NEGLIGENCE OR WILLFUL MISCONDUCT OF BELO OR ANY OF ITS EMPLOYEES, AGENTS OR AFFILIATES.

(d) Raycom shall not be subject to the indemnification obligations set forth in this Section 12.1 unless an individual claim filed hereunder exceeds Fifty Thousand Dollars (\$50,000), or claims in the aggregate exceed Two Hundred Fifty Thousand Dollars (\$250,000), after which such amounts shall be included in, not excluded from, Raycom's liability for indemnification under this Section 12.1(d).

***Section 12.2 By Belo.***

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

(i) any willful misconduct or gross negligence by any employee or agent of Belo;

(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 either of the Belo Stations following the Commencement Date other than the Delivered Programming or material arising from Network programming;

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

(iv) any Third Party Claim by a Belo Station Union Employee or any labor union or collective bargaining unit representing any Belo Station Union Employee arising from the execution and delivery of the Transaction Documents;

(v) except as provided in the Transition Plan, WARN Act Liabilities;  
and

(vi) without limiting paragraph (ii) above, the business and operation of the Belo Stations (including the Combined Website) as of the time prior to the Commencement Date.

(b) The obligations of Belo under this Section 12.2 shall survive any termination or expiration of this Agreement or the other Transaction Documents, as applicable.

(c) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR IN THE OTHER TRANSACTION DOCUMENTS, IN NO EVENT SHALL (i) BELO BE LIABLE UNDER THIS SECTION 12.2 TO RAYCOM FOR PUNITIVE, TREBLE, EXEMPLARY, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES THAT ARE NOT ACTUAL DAMAGES IN ACCORDANCE WITH APPLICABLE LAW, EXCEPT FOR ANY SUCH DAMAGES OWED BY RAYCOM

PURSUANT TO A THIRD PARTY CLAIM AND SUBJECT TO INDEMNIFICATION BY BELO HEREUNDER; OR (ii) BELO'S INDEMNIFICATION OBLIGATIONS UNDER THIS SECTION 12.2 EXTEND TO DAMAGES TO THE EXTENT ARISING OUT OF OR RESULTING FROM A BREACH BY RAYCOM OF ITS REPRESENTATIONS, WARRANTIES, COVENANTS OR AGREEMENTS IN THIS AGREEMENT OR THE OTHER TRANSACTION DOCUMENTS, OR FROM THE NEGLIGENCE OR WILLFUL MISCONDUCT OF RAYCOM OR ANY OF ITS EMPLOYEES, AGENTS OR AFFILIATES.

(d) Belo shall not be subject to the indemnification obligations set forth in this Section 12.2 unless an individual claim filed hereunder exceeds Fifty Thousand Dollars (\$50,000) or claims in the aggregate exceed Two Hundred Fifty Thousand Dollars (\$250,000), after which such amounts shall be included in, not excluded from, Belo's liability for indemnification under this Section 12.2(d).

### ***Section 12.3 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 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 12.3. Any claim under this Section 12.3 by an Indemnified Party for indemnification other than indemnification against a Third Party Claim (a “**Direct Claim**”) will be asserted by giving the Indemnifying Party reasonably prompt written notice thereof, and the Indemnifying Party will have a period of twenty (20) days within which to satisfy such Direct Claim. If the Indemnifying Party does not so respond within such twenty (20) day period, the Indemnifying Party will be deemed to have rejected such claim, in which event the Indemnified Party will be free to pursue such remedies as may be available to the Indemnified Party under this Article XII or Article XIII.

(f) A failure by an Indemnified Party to give timely, complete, or accurate notice as provided in this Section 12.3 shall not affect the rights or obligations of either party hereunder or under any other Transaction Document 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) without respect to any limitations set forth in Sections 12.1(d) or 12.2(d). 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 12.4 Risk of Loss.** Except to the extent otherwise provided pursuant to the terms and subject to the conditions of Section 12.1, 12.2 and 12.3 above, as applicable, the risk of loss with respect to any real property or tangible personal property shall be with the owner thereof, whether Belo or Raycom, as the case may be.

**Section 12.5 Services Unique.** The parties hereby agree that the services to be provided by the parties under this Agreement are unique and that substitutes therefor cannot be purchased or acquired in the open market. For that reason, the parties would be irreparably damaged in the event of a material breach of this Agreement by the other party. Accordingly, to the extent permitted by the Communications Laws and other Applicable Law then in effect, the parties may request that a decree of specific performance be issued by a court of competent jurisdiction, enjoining the other party to observe and to perform such other party's covenants, conditions, agreements and obligations hereunder, and the parties hereby agree neither to oppose nor to resist the issuance of such a decree on the grounds that there may exist an adequate remedy at law for any material breach of this Agreement.

**Section 12.6 Exclusivity.** After the Commencement Date, the indemnification provided by this Article XII shall be the sole and exclusive remedy of either of Raycom or Belo against the other party hereto for any claim arising out of a breach of any representation, warranty, covenant or agreement herein or otherwise in connection with this Agreement or any other Transaction Document; *provided* that this Article XII shall not prohibit (a) injunctive relief (including specific performance) pursuant to Section 12.5 of this 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 any other Transaction Document.

## ARTICLE XIII -- MISCELLANEOUS.

**Section 13.1 Survival.** Notwithstanding anything to the contrary contained within this Agreement or any other Transaction Document, Articles 2, 12, and 13, Section 5.1 and paragraph (d) of *Schedule 3.2*, shall survive the termination or expiration of this Agreement.

**Section 13.2 Force Majeure.** Any delay or interruption in the business or broadcast operation of the Belo Stations or KOLD, in whole or in part, due to acts of God, strikes, lockouts, material or labor restrictions, governmental action, riots, natural disasters or any other cause not reasonably within the control of a party (a “**Force Majeure Event**”) shall not constitute a breach of this Agreement or any other Transaction Document, and no party shall be liable to any other party for any liability or obligation with respect thereto, except as specifically set forth in Section 8.2(f).

**Section 13.3 Unenforceability.** If one or more provisions of any Transaction Document or the application thereof to any Person or circumstances shall be held by any Governmental Authority of competent jurisdiction to be invalid or unenforceable to any extent, or if the FCC should informally advise the parties to that effect, the parties shall attempt in good faith to amend the Agreement accordingly and the remainder of this Agreement and the application of such provisions to other Persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law, except that, if such invalidity or unenforceability should change the basic economic positions of the parties, they shall negotiate in good faith such changes in other terms as shall be practicable in order to restore them to their prior positions. In the event that the FCC, or any other Governmental Authority having jurisdiction with respect to the matters contemplated hereunder or under any other Transaction Document, alters or modifies its rules or policies in a fashion, or takes or proposes to take such other action, which would raise substantial and material questions as to the validity of any provision of any Transaction Document, including to the extent that such provision creates an impermissible attributable interest under the Communications Laws, the parties shall negotiate in good faith to revise any such provision of such Transaction Document in an effort to comply with all applicable Communications Laws or the rules or policies of such other Governmental Authority while attempting to preserve the intent of the parties as embodied in the provisions of such Transaction Document or all the Transaction Documents taken together. The parties agree that, upon the request of either of them, they will join in requesting the view of the staff of the FCC, to the extent necessary, with respect to the revision of any provision of this Agreement in accordance with the foregoing.

**Section 13.4 Notices.** All notices, demands, and requests required or permitted to be given under the provisions of this Agreement shall be (a) in writing, (b) delivered by personal delivery, or sent by commercial delivery service or registered or certified mail, return receipt requested, (c) deemed to have been given on the date of personal delivery or the date set forth in the records of the delivery service or on the return receipt, and (d) addressed as set forth on *Schedule B* hereto.

**Section 13.5 Assignment; Benefit; Binding Effect.**

(a) Except as otherwise expressly provided below in this Section 13.5, no Party may assign this Agreement or delegate its obligations under this Agreement without the prior written consent of the other Party hereto. Either Party may assign its rights and delegate its obligations hereunder or under any Transaction Document to any (i) successor in interest as the operator or licensee of KOLD or the Belo Stations, as applicable, or (ii) purchaser of all or substantially all of the assets of KOLD or the Belo Stations, as applicable, including a bankruptcy trustee, a debtor in possession or a reorganized debtor; provided that prior written

consent of the non-assigning Party shall be required, which consent shall not be unreasonably withheld, condition or delayed.

(b) Any Person who shall be an assignee of this Agreement shall execute and deliver to the non-assigning Party an instrument in form and substance reasonably acceptable to such Party, accepting such assignment of this Agreement and the other Transaction Documents and the rights and obligations of the assigning Party hereunder and thereunder arising from and after the time of the assignment, including agreeing to pay, discharge and perform the obligations and liabilities of such Party hereunder and thereunder in accordance with the terms hereof and thereof.

(c) This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Without limiting Section 13.5(b) above, any permitted assignee of a Party shall be a party to this Agreement for all purposes hereof.

**Section 13.6 Confidentiality; Press Releases.** Each Party agrees that it will not at any time during or after the termination or expiration of this Agreement disclose to others or use, except as duly authorized in connection with the conduct of the business or the rendering of services hereunder, any secret, proprietary or confidential information of the other Party. Without limiting the foregoing, neither Party shall issue any press release or other similar public communication relating to the Transaction Documents or the subject matter covered by the Transaction Documents, or the activities of the Parties under or in connection with the Transaction Documents, without the prior written approval of the other Party, except for communications required by Applicable Law as reasonably advised by the issuing party's counsel (provided that the other party is given a reasonable opportunity to review and comment on any such press release or public communication in advance thereof to the extent legally permitted and the issuing party shall act in good faith to incorporate any comments provided by the other party on such press release or public communication). To the extent required by the Communications Laws or other Applicable Law, each Party shall place a copy of this Agreement in the public inspection file of the respective Station and shall consult with and agree upon the confidential and proprietary information herein that shall be redacted from such copy.

**Section 13.7 Relationship of the Parties; Nature of Services; Agents.** Neither this Agreement nor any other Transaction Document is intended to be, or shall be construed as, an agreement to form a partnership, a joint venture between the Parties or any other arrangement (including a time brokerage arrangement or local marketing arrangement) that would give either Party an attributable interest in the Station(s) owned and operated by the other Party under the Communications Laws. 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. Raycom shall have the right, with respect to its obligations under this Agreement and the other Transaction Documents, to designate agents or otherwise subcontract with a third party to perform such obligations or portion thereof; *provided* that no such designation shall limit or modify the obligations or liability of Raycom under this Agreement or any other Transaction Document.

**Section 13.8 Governing Law.** This Agreement shall be construed and governed in accordance with the laws of Delaware without reference to the conflict of laws principles thereof.

**Section 13.9 Dispute Resolution.** Any dispute, controversy or claim arising out of or in connection with any of the Transaction Documents and documents delivered in connection herewith or otherwise in connection with the transactions contemplated hereby and thereby, and the rights and obligations of the parties hereunder and thereunder, including any question regarding their existence, validity or termination, shall:

(a) first be discussed by the principals of the Parties in good faith to settle any such issue for a period of thirty (30) days;

(b) second, in the event the issue is not resolved after such direct negotiations, referred to and finally resolved by arbitration in accordance with the Commercial Arbitration Rules (the "**Arbitration Rules**") of the American Arbitration Association as then in force ("**AAA**"), which Arbitration Rules are deemed to be incorporated by reference into this clause (a "**Dispute**"). The Parties shall appoint one arbitrator by mutual agreement. If the Parties cannot agree on the appointment of an arbitrator within ten (10) days after a Party's receipt of a demand for arbitration, the arbitrator shall be appointed by the AAA in accordance with the Arbitration Rules, in which case the potential arbitrators identified on the list provided by the AAA to the Parties in accordance with such Arbitration Rules shall be, to the extent available, attorneys experienced with commercial transactions in the broadcast television industry. The arbitrator shall have the exclusive right to determine the arbitrability of any disputes, controversies or claims. In the event of any conflict between the Arbitration Rules and any provisions of the Transaction Documents, the provisions of the Transaction Documents shall govern. The place of arbitration shall be Tucson, Arizona. Judgment on the award entered in any arbitration shall be final and may be entered in any court having jurisdiction thereof. The prevailing Party in the arbitration shall be entitled to recover its reasonable attorneys' fees and costs, in addition to any other relief it may be awarded, and the arbitrator may (but shall not be required to) direct the parties to deposit funds against the payment of such costs. The Parties agree that notifications of any proceedings, reports, communications, or any other document shall be sent as set forth in Section 13.4. Notwithstanding any provision of this Section 13.9 to the contrary, either Party may, without waiving any remedy under this Agreement, seek from any court having jurisdiction any interim or provisional relief, including equitable relief, that is necessary to protect the rights or property of such party or preserve the subject matter of the Dispute, pending its final resolution and (as applicable) enforcement, pursuant to the terms and subject to the conditions of this Section 13.9. For the avoidance of doubt, this Section 13.9 shall survive any expiration or termination of any of the Transaction Documents.

**Section 13.10 Audit Rights.**

(a) **Books and Records.** Each Party shall keep complete and accurate books and records, including electronic records, pertaining to the payment obligations under this Agreement and the other Transaction Documents in sufficient detail to calculate the payments payable hereunder and thereunder, and such books and records shall be retained by the applicable Party until the later of (i) three (3) years after the end of the period to which such

books and records pertain, (ii) for such longer period as may be required by Applicable Law, (iii) eighteen (18) months following the expiration or effective date of termination of this Agreement, or (iv) the pendency of any audit or audit dispute as contemplated by paragraphs (b) and (c) below.

(b) **Audit Requests.** At the request of either Party, the other Party shall 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 of the other Party which are directly pertinent to the provisions of this Agreement or any other Transaction Document and which are maintained by, or otherwise reasonably requested from, the other Party pursuant to paragraph (a) above; *provided, however*, that no audit may be conducted with respect to books and records beyond the scope of such paragraph (a). Such examinations may not (i) be conducted for any period more than three (3) years after the end of such period, or (ii) be conducted more than four (4) 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 paragraph (c) 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 within thirty (30) days after the date on which such accounting firm's written report is delivered to the Parties. This paragraph (b) 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.

(c) **Audit Dispute.** In the event of a dispute between the Parties regarding the books and records or the matters contemplated in paragraphs (a) and (b) above 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 each Party's certified public accountants or to such other arbitrator as the Parties shall mutually agree (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. 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 13.10(c) shall be, prior to the selection of an Audit Referee, non-exclusive with respect to Section 13.9. This Section 13.10(c) shall survive the termination or expiration of this Agreement in accordance with its terms.

**Section 13.11 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 13.12 Amendment; Waiver; Entire Agreement.*** This Agreement and the Exhibits and Schedules hereto (which are hereby incorporated by reference and made a part hereof), together with the other Transaction Documents, when executed and delivered by the parties thereto, collectively represent the entire understanding and agreement among the Parties with respect to the subject matter hereof and thereof and supersede all prior agreements with respect to the subject matter hereof and thereof. 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. No waiver of any of the provisions or conditions of this Agreement or of any of the rights, powers or privileges of a party hereto shall be effective or binding unless in writing and signed by the Party claimed to have given or consented to such waiver.

[SIGNATURE PAGE FOLLOWS]

13374258.4

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

KOLD, LLC

KTTU-TV, INC.

By: /s/ Paul H. McTear  
Name: Paul H. McTear Jr.  
Title: President

By: /s/ Carey Hendrickson  
Name: Carey P. Hendrickson  
Title: Senior Vice President/Chief  
Financial Officer and Treasurer

KMSB-TV, INC.

By: /s/ Carey Hendrickson  
Name: Carey P. Hendrickson  
Title: Senior Vice President/Chief  
Financial Officer and  
Treasurer

*Exhibit B*

*Right of First Refusal*

See Attached.

RIGHT OF FIRST REFUSAL

THIS RIGHT OF FIRST REFUSAL (this "Agreement") is made as of November 15, 2011 by and between KTTU-TV, Inc. ("KTTU Inc.") and KMSB-TV, Inc. ("KMSB Inc.," and together with KTTU Inc., "Belo"), and Raycom Media, Inc. ("Raycom").

Recitals

- A. KOLD License Subsidiary, LLC, a subsidiary of Raycom, is the licensee of television broadcast station KOLD-TV, Tucson, Arizona.
- B. KTTU Inc. is the licensee of television broadcast station KTTU(TV), Tucson, Arizona ("KTTU") and KMSB Inc. is the licensee of television broadcast station KMSB(TV), Tucson, Arizona ("KMSB," collectively with KTTU, the "Belo Stations," and singularly each a "Belo Station").
- C. Simultaneously herewith, to promote the economic and business development of the Belo Stations, the parties hereto are entering into that certain Shared Services Agreement (the "SSA"), pursuant to which Raycom will provide certain services to support the operation of the Belo Stations by Belo, in conformity with the Communications Laws, and Raycom, with its experience and operating infrastructure, will thereby improve the overall efficiency of the Belo Stations' operating processes and reduce costs, which, in turn, will help the Belo Stations serve the television viewing public in the market.
- D. Raycom desires to obtain from Belo, and Belo desires to grant to Raycom, the right of first refusal described below on the terms and conditions set forth in this Agreement. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the SSA.

Agreement

NOW, THEREFORE, taking the foregoing recitals into account, and in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Right of First Refusal. Raycom shall have an exclusive right to match the terms of a Third Party Offer (defined below) with respect to any Change of Control Transaction (defined below) as described in this Section 1.
  - (a) If Belo or its parent company decide, in their sole discretion, to enter into a transaction with a third party (a "Third Party Buyer") that would result in a Change of Control Transaction, Belo shall give written notice to Raycom (a "Change of Control Transaction Notice") and Belo or its parent company, as applicable, shall refrain from entering into a definitive agreement with the Third Party Buyer with respect to a Change of Control Transaction for the periods of time specified herein. The Change of Control Transaction Notice shall include a copy of the final relevant transaction documents to be entered into with the Third Party Buyer, including, but not limited to, the price offered for the Change of Control Transaction, but

redacting the identity of the Third Party Buyer or any confidential information of the Third Party Buyer (the “Third Party Offer”). Raycom shall have forty-five (45) days after receipt of the Change of Control Transaction Notice to provide notice to Belo in writing of its desire to match the terms of the Third Party Offer (a “Match Notice”). If Raycom does not deliver a Match Notice within such forty-five (45) days of receiving the Change of Control Transaction Notice, Belo, or its parent company, as applicable, will be free to enter into a definitive agreement with the Third Party Buyer on the terms set forth in the Third Party Offer. If Raycom delivers a Match Notice to Belo within such forty-five (45) days of Raycom receiving the Change of Control Transaction Notice, then the parties hereto will enter into a definitive agreement on the terms set forth in the Third Party Offer.

(b) As used herein, “Change of Control Transaction” means: (i) any merger, business combination, consolidation or purchase of outstanding capital stock of either KTTU Inc. or KMSB Inc., upon which any Person who owned or controlled immediately prior thereto at least 50% combined voting power of (y) either KTTU Inc. or KMSB Inc., as applicable, or (z) of any company holding at least 50% or more of the combined voting power of either KTTU Inc. or KMSB Inc., as applicable, now owns or controls less than 50% of the combined voting power of either KTTU Inc. or KMSB Inc., as applicable; or (ii) any sale or assignment of all or substantially all of the assets of either KTTU Inc. or KMSB Inc., or either of the Belo Stations, in any event including any transaction that would be deemed a “change of control” of either KTTU Inc. or KMSB Inc. or a transfer of either of the Belo Stations’ FCC Licenses under the Communications Laws (except for a pro forma transfer to an Affiliate). Notwithstanding the foregoing, neither the sale or merger of Belo Corp., nor the sale of all or substantially all of the assets of Belo Corp. shall constitute a Change of Control Transaction hereunder.

(c) In the event that (i) Raycom does not deliver a Match Notice, and (ii) Belo concludes a Change of Control Transaction with the Third Party Buyer in accordance with this Section 1 and the Communications Laws, then (y) this Agreement, only with respect to the applicable Belo entity or applicable Belo Station contemplated by the Change of Control Transaction, shall terminate automatically upon consummation of such Change of Control Transaction, and (z) Raycom will use commercially reasonable efforts to coordinate with either KTTU Inc. or KMSB Inc., or both, as applicable, with respect to a transition of either or both Belo Stations, as applicable, to the Third Party Buyer.

2. Term. This Agreement shall commence on the fifth (5<sup>th</sup>) anniversary of the Effective Date and shall terminate upon termination of the SSA.

3. Closing. If the Match Notice is delivered, then, subject to obtaining any requisite approval of the FCC, the consummation of the Change of Control Transaction shall occur as set forth in the definitive agreement(s) between the parties hereto.

4. Representations and Warranties. Each party hereto represents and warrants to the other as follows:

(a) it is duly organized, validly existing and in good standing under the laws of the state of its formation, and has full power and authority to carry out all the transactions contemplated by this Agreement;

(b) it has taken or will take all requisite organizational action to approve the execution, delivery and performance of this Agreement;

(c) this Agreement constitutes a legal, valid and binding obligation enforceable against such party in accordance with its terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and general equitable principles regardless of whether such enforceability is considered in a proceeding at law or in equity; and

(d) neither the execution nor the delivery of this Agreement nor the performance of the transactions contemplated by it will conflict with, or result in any violation or default under, any term of the articles or certificate of incorporation, organizational documents, or by-laws of such party, or any agreement, mortgage, indenture, license, permit, lease or other instrument, judgment, decree, order, law or regulation by which the party or its assets are bound.

5. Confidentiality. Subject to the requirements of applicable law, this Agreement, the transactions contemplated hereby, and all non-public information regarding the parties hereto and their business and properties that is disclosed in connection with the negotiation, preparation or performance of this Agreement, shall be confidential and shall not be disclosed to any other person or entity, except the parties' attorneys, accountants and lenders, and their respective attorneys for the purpose of consummating the transactions contemplated by this Agreement.

6. Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and permitted assigns. Raycom may not assign this Agreement without Belo's prior written consent, provided, however, that Raycom may assign this Agreement (i) in connection with the consummation of a Change of Control Transaction, after Raycom's timely delivery of a Match Notice, if Raycom remains obligated with respect to the consummation of such Change of Control Transaction hereunder or (ii) in connection with the assignment of the SSA (pursuant to its terms) to the party assuming the SSA. Belo may assign this Agreement upon written notice to Raycom, whether before or after exercise of the right of first refusal set forth herein.

7. Notices. All notices, requests, demands and other communications that are required or may be given pursuant to the terms of this Agreement (including, without limitation, any Match Notice) shall be in writing and shall be deemed given when delivered by hand, overnight courier, or sent by facsimile transmission or on the third (3<sup>rd</sup>) day after mailing if mailed by express mail or its equivalent, postage prepaid, return-receipt requested, if available, as set forth below, or to such other address as any party hereto shall have designated by a notice in writing so delivered to the other parties.

*If to Raycom:*

Raycom Media, Inc.  
RSA Tower, 20th Floor  
Montgomery, Alabama 36104  
Attention: Paul H. McTear, Jr.  
President & CEO

Fax: (334) 206-1555

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

Raycom Media, Inc.  
201 Monroe Street, 20<sup>th</sup> Floor  
Montgomery, Alabama 36104  
Attention: General Counsel  
Fax: (334) 206-1555

*If to Belo:*

Belo Corp.  
400 S. Record Street  
Dallas, Texas 75202  
Attention: Peter L. Diaz  
Fax: (214) 977-4703

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

Belo Corp.  
400 S. Record Street  
Dallas, Texas 75202  
Attention: General Counsel  
Fax: (214) 977-4466

and to

Wiley Rein LLP  
1776 K Street, NW  
Washington, DC 20006  
Attention: John Burgett  
Fax: (202) 719-7049

8. Miscellaneous. Each party hereto shall bear its own expenses in connection with this Agreement and the transactions contemplated hereby. This Agreement, along with the SSA and documents contemplated thereby, constitutes the entire agreement of the parties hereto with respect to the subject matter hereof, and this Agreement supersedes all prior agreements and understandings of the parties hereto, oral and written, with respect to the subject matter hereof. This Agreement may be amended or modified only by an agreement in writing executed by all of the parties hereto. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and shall become effective when each of the parties hereto shall have delivered to it this Agreement duly executed by the other party hereto. The headings in this Agreement are for the sole purpose of convenience of reference and shall not in any way limit or affect the meaning

or interpretation of any of the terms or provisions of this Agreement. This Agreement shall be construed under and in accordance with the laws of the State of Delaware without giving effect to the principles of conflicts of laws.

9. No Beneficiaries. Nothing in this Agreement express or implied is intended or shall be construed to give any rights to any person or entity other than the parties hereto and their successors and permitted assigns.

[SIGNATURE PAGE FOLLOWS]

13345268.6

SIGNATURE PAGE TO RIGHT OF FIRST REFUSAL

IN WITNESS WHEREOF, Raycom and Belo have duly executed this Agreement  
as of the date first above written.

BELO:

KTTU-TV, INC.

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

Name:

Title:

KMSB-TV, INC.

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

Name:

Title:

RAYCOM:

RAYCOM MEDIA, INC.

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

Name:

Title:

*Schedule B*

*Notices*

***If to Raycom:***

Raycom Media, Inc.  
RSA Tower, 20th Floor  
Montgomery, Alabama 36104  
Attention: Paul H. McTear, Jr.  
President & CEO  
Fax: (334) 206-1555

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

Raycom Media, Inc.  
201 Monroe Street, 20<sup>th</sup> Floor  
Montgomery, Alabama 36104  
Attention: General Counsel  
Fax: (334) 206-1555

***If to Belo:***

Belo Corp.  
400 S. Record Street  
Dallas, Texas 75202  
Attention: Peter L. Diaz  
Fax: (214) 977-4703

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

Belo Corp.  
400 S. Record Street  
Dallas, Texas 75202  
Attention: General Counsel  
Fax: (214) 977-4466

and to

Wiley Rein LLP  
1776 K Street, NW  
Washington, DC 20006  
Attention: John Burgett  
Fax: (202) 719-7049

### *Schedule 3.2*

#### *Lease Terms*

In connection with the Relocation, Raycom shall provide Belo with office space, equipment, utilities and furnishings in the KOLD Premises (the “*Belo Facilities*”), including the following:

(a) During the Term, Raycom shall provide to Belo’s employees and agents, at no additional cost, the nonexclusive right, in common only with Raycom, to access and use the space and facilities in the KOLD Premises, including furnishings and office equipment for a main studio for the Belo Stations, all janitorial and other services related to maintenance of the KOLD Premises performed by KOLD personnel or third parties, accommodation of Belo’s studio transmitter links (including, without limitation, rights to connect fiber transport at the KOLD Premises’ demarcation point and rack space at such demarcation point for associated equipment), reasonable right of use of all utilities (heat, water, electricity, internet access, etc.) and associated equipment provided for purposes of Raycom’s own operations, and sufficient space to permit Belo to maintain and make available to the public the public inspection files of the Belo Stations and otherwise satisfy the applicable “main studio” requirements under the Communications Laws at the KOLD Premises. Specifically, as of the Commencement Date, Raycom will provide a minimum of:

- (i) fifteen (15) office spaces or cubicles for use by the Belo employees, complete with internet access, phones and access to copiers; and
- (ii) four (4) separate, lockable office facilities for use by Belo’s managerial employee(s);

The Parties, acting together and in good faith, shall mutually agree in writing at least thirty (30) days prior to the Commencement Date on any additional work needed to prepare the Belo Facilities prior to the Relocation.

(b) During the Term, Raycom shall give Belo and its agents a nonexclusive and unrestricted right of access, in common only with Raycom, to the space provided for Belo at the KOLD Premises under subparagraph (a) above at all times, subject only to Raycom’s reasonable written security procedures and rules applicable to its own employees, a copy of which has been previously provided to Belo. Belo shall not use the KOLD Premises for any other purposes without the prior written consent of Raycom. Belo shall use and occupy the Belo Facilities in compliance with all Applicable Laws, ordinances, requirements and regulations of any applicable governmental authority and in accordance with all superior leases, mortgages, deeds of trust and encumbrances of record, which are in existence, and have been provided to Belo, prior to the Effective Date. No alterations or additions may be made to the Belo Facilities or the KOLD Premises without the prior written consent of Raycom, in its sole and absolute discretion, except as otherwise permitted under the Agreement.

(c) Raycom shall provide local support of all hardware provided with the KOLD Premises. Raycom shall permit Belo to install appropriate signs on the inside and outside of the

KOLD Premises (consistent with applicable local requirements governing such signage, if any, and the overall appearance of the KOLD Premises) identifying Belo as the owner and licensee of the Belo Stations and the KOLD Premises as the main studio of the Belo Stations, subject to Raycom's reasonable prior approval, which shall not be unreasonably withheld, conditioned or delayed.

(d) Belo shall have a transition period ("*Transition-Tail Period*") of not less than one (1) year following the expiration or termination of this Agreement in which to relocate the operations of the main studio of the Belo Stations and shall surrender the Belo Facilities at such time in substantially the same condition as Belo received such Belo Facilities upon commencement of the Term (including removing all signage installed by Belo), reasonable wear and tear excepted. All costs incurred by Belo with respect to relocating the operations of the main studio of the Belo Stations following such termination shall be paid by Belo. During such Transition-Tail Period, Belo shall have access to the KOLD Premises in the same manner as during the Term. Such Transition-Tail Period may be lengthened upon such terms and conditions as may be mutually agreeable to the parties in writing. If Belo holds over beyond the expiration of the Transition-Tail Period, then, in addition to all other rights and remedies of Raycom provided by law or by the terms of this Agreement, Belo shall pay to Raycom an amount equal to 150% of the average monthly Services Payment payable by Belo under this Agreement within the immediately preceding twelve (12) months for each month or partial month of such holdover; *provided that*, in such event, at any time, Raycom, without waiving any other remedy that it may have, may use legal process to enter upon, take possession of the Belo Facilities and expel or remove Belo and any other person in occupancy thereof from the KOLD Premises. Nothing contained in this Agreement shall be deemed a consent by Raycom to the holding over by Belo, nor a waiver of any other remedy which may be available to Raycom. The obligations of Belo under this subparagraph (d) shall survive the termination of this Agreement.

(e) Neither Belo nor Raycom shall assign their rights under this *Schedule 3.2* or sublet or permit the occupancy or use of Belo Facilities by any person or entity other than Belo, except as otherwise permitted under this Agreement.

(f) Without the necessity of any additional documents being executed by Belo for the purpose of effecting a subordination, this Agreement shall be subject and subordinate at all times to ground or underlying leases and to the lien of any mortgages or deeds of trust now or hereafter placed on, against or affecting the KOLD Premises; *provided, however*, that if the lessor, mortgagee, trustee, or holder of any such mortgage or deed of trust elects to have Belo's interest in this Agreement be superior to any such instrument, then, by notice to Belo, this Agreement shall be deemed superior, whether this Agreement was executed before or after said instrument. Notwithstanding the foregoing, Belo covenants and agrees to execute and deliver within ten (10) days of Raycom's request such further instruments evidencing such subordination or superiority of this Agreement as may be reasonably required by Raycom. Within ten (10) days following any written request which Raycom may make from time to time, Belo shall execute and deliver to Raycom or mortgagee or prospective mortgagee a sworn statement certifying such matters as may be reasonably requested by Raycom.

(g) Upon any renewal of Raycom's lease of the KOLD Premises, Raycom shall use commercially reasonable efforts and cooperate with both Belo and the landlord to ensure that

Belo's rights under this *Schedule 3.2* remain in place upon the termination for any reason (except for casualty or condemnation) of any superior lease for the KOLD Premises, including customary non-disturbance rights and attornment rights . Belo shall occupy the Belo Facilities in compliance with any superior lease.

(h) If Raycom during the Term builds or uses KOLD Premises other than the facilities connected to the KOLD main studio for its employees, such facilities shall also be available for use by Belo's employees performing the same or similar functions in accordance with the provisions set forth in this *Schedule 3.2*.

### *Schedule 3.3*

#### *Ancillary Equipment*

The Parties, acting together and in good faith, shall mutually agree in writing at least thirty (30) days prior to the Commencement Date to a list of Ancillary Equipment, which shall then be deemed a part hereof and incorporated herein for all purposes.

*Schedule 3.4*

*Belo Core Equipment*

The Parties, acting together and in good faith, shall mutually agree in writing at least thirty (30) days prior to the Commencement Date to a list of Belo Core Equipment, which shall then be deemed a part hereof and incorporated herein for all purposes.

*Schedule 4.3(a)*

*Schedule of Delivered Programming*

As of the Commencement Date, Raycom shall provide the Delivered Programming as set forth below.

KMSB Delivered Programming

Live-feed, fully-staffed and produced newscast for broadcast on KMSB, Monday through Friday from 7am – 9am and Sunday through Saturday from 9pm – 10pm MST (or MDT, as applicable).

The newscasts described above shall not be simulcasts of programming broadcast on KOLD or any other television station in the Tucson DMA

KTTU Delivered Programming

None.

Belo may broadcast the Delivered Programming subject to the terms and conditions set forth in this Agreement.

The Parties may, by mutual agreement, designate one or more additional time periods during which Raycom may be permitted to provide additional Delivered Programming to either of the Belo Stations, including additional news to be produced for one or more of the Belo Stations, *provided*, however, that the Delivered Programming shall not exceed fifteen percent (15%) of either of the Belo Station's broadcast hours for any week.

If the FCC changes its rules or policies in a manner that allows Raycom to provide Delivered Programming that exceeds fifteen percent (15%) of either Belo Station's broadcast hours for any week, the Parties may by mutual agreement designate one or more additional time periods during which Raycom may be permitted to provide additional Delivered Programming for broadcast on the Belo Stations, but in no event shall the aggregate duration of all Delivered Programming, including such additional time periods, exceed the total amount of Delivered Programming as may be permitted by the FCC after giving effect to such change in the Communications Laws.

## *Schedule 4.3(b)*

### *Policy Statement for Delivered Programming*

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

**CONTROVERSIAL ISSUE.** Any discussion of controversial issues of public importance shall be reasonably balanced with the presentation of contrasting viewpoints in the course of overall programming; no attacks on the honesty, integrity, or like personal qualities of any Person or group of Persons shall be made; and Belo Station programs (other than public forum or talk features) are not to be used as a forum for editorializing about individual candidates for election to public office. If such events occur, Belo may require that responsive programming be aired.

**NO PLUGOLA OR PAYOLA.** Except for commercial messages aired in compliance with 47 C.F.R. § 73.1212, no Party shall receive any consideration in money, goods, services or otherwise, directly or indirectly (including to Affiliates of relatives of applicable individuals) from any Persons for the presentation of any programming on any Belo Station without reporting the same to the Belo Station's station manager. The mention of any business activity or "plug" for any commercial, professional, or other related endeavor, except where contained in an actual commercial message of a sponsor, is prohibited.

**PROGRAMMING PROHIBITIONS.** Raycom shall not knowingly provide to the Belo Stations any of the following programs or announcements:

- (a) Commercial Disparagement. Any commercial announcement that Raycom knows to constitute unlawful disparagement of competitors or competitive goods.
- (b) Obscenity/Indecency/Profanity. Any programs or announcements that in the good faith opinion of Raycom are obscene or indecent, as those terms are interpreted and applied by the FCC or any programs or announcements that are slanderous, obscene, profane, vulgar, repulsive or offensive, either in theme or treatment.

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

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

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

**BELO DISCRETION PARAMOUNT.** In accordance with the responsibilities of Belo under the Communications Laws, Belo reserves the right to reject or terminate any Delivered Programming proposed to be presented or being presented over the Belo Stations which is in conflict with the policies of Belo or which in the reasonable judgment of Belo would not serve the public interest.

**PROGRAMMING IN WHICH RAYCOM HAS A FINANCIAL INTEREST.** Raycom shall advise Belo with respect to any Delivered Programming concerning goods or services in which Raycom has a financial interest.

**MISCELLANEOUS.**

(a) Waiver. To the extent legally permissible, Belo may provide a written waiver of any of the foregoing policies in specific instances if, in its opinion, good broadcasting in the public interest is served.

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