

WTOV-TV Assignment Agreement with Parent

AGREEMENT REGARDING ASSIGNMENT APPLICATION WTOV-TV, Steubenville, Ohio

WHEREAS, WTOV, Inc. (Licensee) is licensed by the Federal Communications Commission (Commission) to operate television broadcast station WTOV-TV, Steubenville, Ohio, (Station) and associated auxiliary broadcast stations, as set forth in Schedule A attached hereto (Licenses);

WHEREAS, the Licensee seeks grant of an assignment application (File No. BALCDT-20130226ADV) by which the Licenses would be assigned to WTOV Licensee, LLC (Proposed Assignee);

WHEREAS, one (1) or more complaints were filed with the Commission suggesting that certain broadcast programming carried by the Station may have contained obscene, indecent, and/or profane material in violation of the Communications Act of 1934, as amended (Act), 18 U.S.C. § 1464, the Commission's rules, a Commission order, and/or the terms of the Station's Licenses. Additional complaints suggesting similar or other violations by the Station may be received by the Commission on or before the consummation of the assignment application. Any such additional complaints and the pending complaints referenced above shall hereinafter be referred to individually and/or collectively as the Potential Violation, and action by the Commission on the Potential Violation is pending;

WHEREAS, the Licensee will no longer hold any Commission broadcast license for a full-service, full-power station after approval and consummation of the assignment of the Licenses for Station WTOV-TV;

WHEREAS, after consummation of the assignment of the Licenses for Station WTOV-TV, Cox Media Group, LLC (Parent) will continue to hold, directly or indirectly, one (1) or more Commission broadcast licenses for a full-service, full-power station including, but not limited to, KTVU(DT), Oakland, California (Facility Identification Number 35703);

WHEREAS, the Parent, who will benefit from the proposed assignment of WTOV-TV to the Proposed Assignee, desires to act as a guarantor of the Licensee's obligations under this Agreement Regarding Assignment Application (Assignment Agreement);

WHEREAS, pursuant to Section 503(b)(5) of the Act, 47 U.S.C. § 503(b)(5), generally no forfeiture liability shall be assessed against any person if such person does not hold a license, permit, certificate or other authorization issued by the Commission, or if such person is not an applicant for a license, permit, certificate or other authorization issued by the Commission, unless, prior to the issuance of a notice of apparent liability for forfeiture (NAL), such person: (a) is sent a citation of the violation charged; (b) is given a reasonable opportunity for a personal interview with an official of the Commission at the field office that is closest to the person's place of residence; and (c) subsequently engages in conduct of the type described in the citation;

WHEREAS, pursuant to Section 503(b)(6), 47 U.S.C. § 503(b)(6), no forfeiture penalty shall be assessed or imposed against any person if: (a) such person holds a broadcast license and the violation charged occurred more than 1 year prior to the date of issuance of the required NAL or prior to the date of commencement of the current license term, whichever is earlier; or (b) such person does not hold a broadcast license and the violation charged occurred more than one (1) year prior to the issuance of the required NAL;

WHEREAS, pursuant to Section 2462 of the United States Code, 28 U.S.C. § 2462, an action, suit, or proceeding for the enforcement of any civil fine, penalty, or forfeiture, pecuniary or otherwise, shall not be entertained unless commenced within five (5) years from the date when the claim first accrued if,

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within the same period, the offender or the property is found within the United States in order that proper service may be made thereon;

WHEREAS, the Licensee currently holds one (1) or more broadcast licenses issued under Title III of the Act and seeks the expeditious grant by the Commission of the assignment application, and any monetary forfeiture proceedings commenced against the Station pursuant to Section 503 of the Act that are based on the Potential Violation would be subject to Section 2462 of the United States Code; and

WHEREAS, although no Potential Violation has yet been charged and no forfeiture proposed against the Licensee, the Commission seeks to preserve its legal ability to issue one (1) or more NALs and initiate collections proceeding(s) as necessary with respect to the Potential Violation.

NOW THEREFORE, the Licensee, the Parent, and Commission hereby agree as follows:

(a) Any limitation period that would be determined under Section 503(b)(6) with respect to the Potential Violation that has not expired as of the effective date of this agreement shall be tolled for a period of two (2) years from the date the Parties consummate the assignment described in the assignment application. The period during which the Statute of Limitations is tolled shall be referred to in this Assignment Agreement as the 503 Tolled Period. By executing this Assignment Agreement, the Licensee acknowledges and agrees that it is waiving, and hereby does waive, any right it may otherwise have to rely on the Statute of Limitations with respect to the 503 Tolled Period regarding the Potential Violation. The Licensee further acknowledges and agrees that it shall not rely upon or cite the Statute of Limitations or otherwise assert as a defense against the issuance of an NAL or other proposed action or action by the Commission in any administrative or judicial proceeding involving a Potential Violation that such NAL or other proposed action or action by the Commission is barred by the Statute of Limitations.

(b) In the event that, during the 503 Tolled Period, the Licensee is issued an NAL regarding a Potential Violation and the Licensee disposes or has disposed of all of its Commission licenses, permits, certificates, and authorizations and is not an applicant for a Commission license, permit, certificate, or other authorization, the Licensee will not challenge the authority of the Commission to issue the NAL due to the fact that the Licensee is neither a holder of nor an applicant for a Commission license, permit, certificate, or other authorization. By executing this Assignment Agreement, the Licensee acknowledges and agrees that it is waiving, and hereby does waive, any right it may otherwise have under 47 U.S.C. § 503(b)(5). The Licensee further acknowledges and agrees that it is waiving, and hereby does waive, any right it may otherwise have to rely on or otherwise assert that it is neither the holder of nor an applicant for a Commission license, permit, certificate, or other authorization as a defense against the issuance of an NAL or such other proposed action or action by the Commission in any administrative or judicial proceeding involving a Potential Violation.

(c) For purposes of calculating the statute of limitations period specified in Section 2462 of Title 28 of the United States Code, 28 U.S.C. § 2462 (Collections Statute of Limitations), the parties agree that in the event that the 503 Tolled Period for any of the complaints or other information underlying the Potential Violation expires later than five (5) years from the date when the respective claims first accrued, then any limitation period for those claims that would be determined under Section 2462 with respect to the Potential Violation that has not expired as of the effective date of this agreement, shall be tolled until the earlier of: (i) the date the FCC releases a final order approving a consent decree between the parties that disposes of the Potential Violation; (ii) one (1) year after a final Commission Order imposing a forfeiture penalty in connection with the Potential Violation is released and is no longer subject to judicial or administrative appeal or review (other than review by a court in connection with a collection action seeking to enforce the Commission Order); (iii) the date the FCC informs the Licensee in writing that it

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has terminated the investigation of the Potential Violation; or (iv) two (2) years after the FCC issues the NAL(s) referred to in this paragraph (c). The period during which the Collections Statute of Limitations is tolled shall be referred to in this Agreement as the 2462 Tolled Period. In the event that the 503 Tolled Period for any of the complaints or other information underlying the Potential Violation expires earlier than five (5) years from the date the respective claims first accrued, then the Collections Statute of Limitations for those claims shall be unaffected by the terms of this Agreement. By executing this Assignment Agreement, the Licensee acknowledges and agrees that it is waiving, and hereby does waive, any right it may otherwise have to rely on the Collections Statute of Limitations with respect to the 2462 Tolled Period regarding the Potential Violation. The Licensee further acknowledges and agrees that it shall not rely upon or cite the Collections Statute of Limitations or otherwise assert as a defense against the issuance of an NAL or Forfeiture Order or the commencement of any collection action in any administrative or judicial proceeding involving a Potential Violation that such NAL, Forfeiture Order, or collection action is barred by the Collections Statute of Limitations.

(d) The Parent hereby agrees that this Assignment Agreement shall apply to and be binding upon it and any and all of its successors and transferees if the Assignment Application is granted and the transaction is consummated. The Parent further agrees that it shall be subject to whatever enforcement action(s) may ultimately be taken in connection with the Potential Violation. This action by the Parent does not alter or affect in any way the continued applicability of the terms and conditions of this Assignment Agreement to the Licensee.

(e) In the event that, during the 503 Tolled Period and/or 2462 Tolled Period the Parent files with the Commission an application for Commission approval of the assignment of its remaining Commission licenses which would cause it to no longer hold any Commission broadcast license for a full-service, full-power station, at the time of such filing, the Parent shall deliver a copy of the application to the Chief, Investigations and Hearings Division, Enforcement Bureau of the Commission and shall notify the relevant licensing division of the Commission of this service and its duty to provide it.

(f) In the event that, during the 503 Tolled Period and/or 2462 Tolled Period the Parent and/or the respective licensee seeks to assign the license for Station KTVU(DT), despite the Parent's recitation, above, of its intent to continue to hold such license, and files with the Commission an application for Commission approval of the assignment of Station KTVU(DT), at the time of such filing, the Parent shall deliver or cause to be delivered a copy of the application to the Chief, Investigations and Hearings Division, Enforcement Bureau of the Commission and shall notify the relevant licensing division of the Commission of this service and its duty to provide it.

(g) By executing this Assignment Agreement, the Licensee does not admit to any Potential Violation. Except as specifically set forth herein, nothing in this Assignment Agreement shall be construed to limit the Licensee's ability or right to challenge any Commission order or document finding or proposing to find the Licensee liable for a Potential Violation.

(h) This Assignment Agreement may be executed in counterparts.

(i) This Assignment Agreement shall be effective upon the date that the last of the parties executes it.

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(j) Executed copies of this Assignment Agreement may be transmitted to either of the parties via facsimile or e-mail. Notices to the Licensee/Parent shall be sent to:

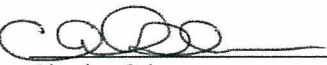
Cox Media Group
6205 Peachtree Dunwoody Road
Atlanta, Georgia 30328
Attention: General Counsel

(k) The individual executing this Assignment Agreement on behalf of the Licensee represents and warrants that he or she is duly authorized to so act on behalf of, and to bind, the Licensee.


(l) The individual executing this Assignment Agreement on behalf of the Parent represents and warrants that he or she is duly authorized to so act on behalf of, and to bind, the Parent.

(m) The individual executing the Assignment Agreement on behalf of the Commission, Jeffrey Gee, Deputy Chief, Investigations and Hearings Division, Enforcement Bureau represents and warrants that he is duly authorized to so act on behalf of, and to bind, the Commission.

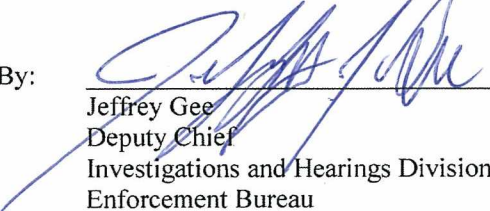
WTOV, INC.

By:  _____ 4/20/13
Charles Odom
Vice President & Treasurer Date

COX MEDIA GROUP, LLC

By:  _____ 4/20/13
Charles Odom
Vice President & Chief Financial Officer Date

FEDERAL COMMUNICATIONS COMMISSION

By:  _____ 4/25/13
Jeffrey Gee
Deputy Chief
Investigations and Hearings Division
Enforcement Bureau Date

WTOV-TV Assignment Agreement with Parent

Schedule A

Call Sign, City, State	Fac. ID	Assignment App File No.
WTOV-TV, Steubenville, Ohio	74122	BALCDT-20130226ADV