

FISHER BROADCASTING – OREGON TV, L.L.C.

November 20, 2012

Roberts Media, LLC
KMTR Television, LLC
c/o Mr. Larry Roberts
7615 Ballinshire North
Indianapolis, IN 46254

Dear Mr. Roberts:

1. Reference is hereby made to: (a) the Asset Purchase Agreement, dated as of the date hereof and attached hereto as *Exhibit A* (the “**Purchase Agreement**”), by and among Fisher Broadcasting – Oregon TV, L.L.C. (“**Fisher**”), Newport Television, LLC (“**Newport**”), Newport Television License, LLC (“**Newport License**” and together with Newport, “**Sellers**”), (b) the Assignment and Assumption Agreement, dated as of the date hereof and attached as *Exhibit B* (“**Assignment Agreement**”), by and between Fisher and KMTR Television, LLC (“**Assignee**”), (c) the Option Agreement, dated as of the date hereof (the “**Option Agreement**”) by and among Fisher, Assignee, and Roberts Media, LLC (“**Roberts Media**”), and (e) the Shared Services Agreement, dated as of the date hereof (the “**Shared Services Agreement**”) by and between Fisher and Assignee. Capitalized terms used, but not defined, herein shall have the meanings ascribed to such terms in the Purchase Agreement.

2. Concurrently with the execution and delivery of this letter agreement and pursuant to the terms and subject to the conditions of the Assignment Agreement and Section 11.3 of the Purchase Agreement, Fisher is assigning and delegating to Assignee the right to acquire from Sellers certain assets relating to the ownership and operation of television broadcast stations KMTR(TV), Eugene, OR (Facility ID No. 35189), KMCB(TV), Coos Bay, OR (Facility ID No. 35183), KTCW(TV), Roseburg, OR (Facility ID No. 35187); K31AE, Sutherlin, OR (Facility ID No. 35172); K46AS, Coos Bay, OR (Facility ID No. 35188), and K22GX-D, Tri City, OR (Facility ID No. 35184) (each a “**Station**” and collectively, the “**Stations**”), including certain material FCC-related and operating assets relating thereto designated in the Purchase Agreement as the “**Designated Station Assets**,” and the assumption of those certain liabilities corresponding thereto. The purchase price with respect to the Designated Station Assets to be acquired by Assignee shall be Eight Hundred and Fifty Thousand Dollars (\$850,000) (“**Purchase Price**”), and shall be payable by Assignee to Sellers in cash (by wire transfer of immediately available funds).

3. Pursuant to the Assignment Agreement together with the Purchase Agreement, and subject to the prior consent of the FCC, Assignee will acquire the Designated Station Assets relating to the Stations, and upon the closing of the transactions under the Purchase Agreement relating to the Stations (the “**Closing**”), Assignee will be the

licensee of the Stations. Accordingly, each of Assignee and Fisher desire to set forth certain mutual understandings and agreements in connection with the anticipated filing of the FCC applications and, following and subject to obtaining the necessary FCC consents, implementing the Closing.

4. Assignee hereby agrees to use its commercially reasonable efforts to cooperate with the other parties to the Purchase Agreement to complete Assignee's portion of the application(s) requesting the consent of the Federal Communications Commission (the "**FCC**") to the assignment of the FCC licenses for the Stations ("**FCC Licenses**") to Assignee (the "**FCC Consent**") and, together with the other persons who are required to join in such filings, jointly submit such application(s) to the FCC as contemplated by the Purchase Agreement. Assignee will diligently take, or cooperate in taking, all reasonable steps that are necessary, proper or desirable to expedite the preparation and submission of such application(s) for FCC Consent and its prosecution to Final Order and to obtain any extension of the effectiveness of any FCC Consent which may be required in order to permit the assignment of the FCC Licenses to be consummated pursuant to the Purchase Agreement and this letter agreement. Assignee will provide Fisher and Sellers with a copy of any pleading, order or other document served on Assignee relating to any such application(s). Assignee will not take any action which is intended to or which would reasonably be likely to materially or adversely affect the likelihood of the grant of any FCC Consent or any FCC Consent becoming a Final Order. Notwithstanding anything to the contrary contained herein, between the date hereof and the Closing, Assignee shall use its commercially reasonable efforts to obtain the FCC Consent.

5. Assignee further agrees to cooperate with the parties to the Purchase Agreement in taking all commercially reasonable actions in connection with obtaining any consents required in connection with the transfer of the Designated Station Assets relating to the Stations to Assignee pursuant to the Purchase Agreement. Assignee agrees to provide Fisher with prompt notification and copies of all notices from Sellers, or any other party, provided to Assignee pursuant or relating to the Purchase Agreement.

6. Fisher agrees to promptly pay or reimburse Assignee, upon invoicing with reasonable documentation, for all of its reasonable costs and out-of-pocket expenses, including filing fees and reasonable attorneys' fees, incurred in connection with (a) Assignee's compliance with its obligations pursuant to this letter agreement and (b) the preparation and negotiation of the documents referenced in this letter agreement.

7. Each of Assignee and Fisher shall ensure that the other is provided with no less than three (3) business days prior written notice of the Closing.

8. Notwithstanding anything in this letter agreement to the contrary, and subject to (y) obtaining and entering into a credit agreement or other financing arrangement in connection with the financing of the purchase of the Designated Station Assets relating to the Stations under the Purchase Agreement, pursuant to which Fisher has agreed in writing to guarantee the indebtedness of Assignee thereunder (an "**Acquisition Financing Arrangement**") prior to the Closing, at the Closing, and (z) Fisher's compliance and performance with all representations, warranties, covenants and obligations of Fisher hereunder and under the Purchase Agreement, Assignee agrees to (a) acquire the

Designated Station Assets from Sellers and to assume and become responsible to pay, satisfy, perform and discharge as and when due the corresponding Assumed Obligations relating to the Stations from and after the Closing, (b) pay to Sellers via wire transfer in immediately available funds an amount equal to the Purchase Price, and (c) execute and deliver such bills of sale, assignment and assumption agreements and such other documents or instruments as Fisher and Sellers shall reasonably request or deem necessary to carry out the purposes of this letter agreement, the Assignment Agreement and the Purchase Agreement, to the extent not inconsistent with this letter agreement, the Assignment Agreement or the Purchase Agreement. The parties acknowledge and agree that, except as specifically set forth herein or in the Assignment Agreement, Assignee is not assuming any other obligations of Fisher under the Purchase Agreement.

9. The parties acknowledge and agree that (a) exclusive of the Purchase Price to be paid by Assignee pursuant to Paragraph 2 above with respect to the Designated Station Assets, Fisher shall be solely responsible for the payment of amounts due and payable at Closing under the Purchase Agreement, and (b) the Escrow Deposit shall be applied pursuant to the terms and subject to the conditions of the Purchase Agreement solely as a credit against the payment obligations of Fisher under the Purchase Agreement, and that such Escrow Deposit shall not be applied as a credit against any payments due by Assignee in connection with the Closing and its acquisition of the Designated Station Assets relating to the Stations.

10. Subject to the terms and conditions of Paragraph 8 above, in connection with the Closing, Assignee shall further cooperate with the parties to the Purchase Agreement by furnishing additional information, executing and delivering any additional documents and/or instruments, and doing any and all such other things as may be reasonably required by the parties or their counsel to consummate or otherwise implement the transactions contemplated by the Purchase Agreement relating to the Designated Station Assets relating to the Stations.

11. Fisher and Assignee shall each cooperate with one another and use commercially reasonable efforts to secure an Acquisition Financing Arrangement with respect to the payment of obligations of Assignee at the Closing in connection with its acquisition of the Designated Station Assets.

12. From and after the date hereof, Fisher shall defend, indemnify and hold harmless Assignee from and against any and all losses, costs, damages, claims, suits, actions, judgments, liabilities and expenses, including reasonable attorneys' fees and expenses ("**Damages**") incurred by Assignee arising out of or resulting from (a) the performance of Assignee's obligations under the Purchase Agreement and the Assignment Agreement (without limiting the obligations of Assignee pursuant to this letter agreement), (b) any act or omission, event or occurrence that was or shall be caused by Fisher, its agents or affiliates (including any predecessor in interest thereto) relating to the Purchase Agreement or (c) the performance of Assignee's obligations under this letter agreement; *provided, however*, that this Section 12 shall not extend to Damages to the extent arising out of or resulting from a breach by Assignee of its representations, warranties, covenants or agreements in this letter agreement or the Assignment Agreement or from the gross negligence or willful misconduct of Assignee of any of its employees, agents or affiliates.

Any claims for indemnification pursuant to this Section 12 shall be made and conducted in accordance with the procedures set forth on *Exhibit C*.

13. As of the date hereof and as of the Closing, each party hereto hereby makes the following representations and warranties to the other party hereto:

(a) Such party has the legal right and requisite power and authority to make and enter into this letter agreement, the Assignment Agreement and, in the case of Fisher, the Purchase Agreement, and to perform its obligations hereunder and thereunder and to comply with the provisions hereof and thereof. The execution, delivery and performance of this letter agreement, the Assignment Agreement, the Option Agreement, and the Shared Services Agreement (collectively, the “**Transaction Documents**”) by such party has been duly authorized by all necessary company action on its part. The execution, delivery and performance of this letter agreement by such party does not and will not contravene the charter, bylaws or other organizational documents of such party. The Transaction Documents have been duly executed and delivered by such party and constitute the valid and binding obligation of such party enforceable against it in accordance with its terms, except as such enforcement may be limited by applicable bankruptcy, insolvency, moratorium or other similar laws affecting the rights of creditors generally and except that the availability of equitable remedies, including specific performance, is subject to the discretion of the court before which any proceeding therefor may be brought.

(b) The execution, delivery and performance of the Transaction Documents by such party, and the compliance by such party with the provisions hereof and thereof, do not and will not (with or without notice or lapse of time, or both) conflict with, or result in any violation of, or default under, or give rise to any right of termination, cancellation or acceleration of any obligation under any lien or credit agreement, note, bond, mortgage, indenture, lease or other agreement, instrument, permit, concession, franchise, license, judgment, order, decree, statute, law, ordinance, rule or regulation applicable to such party or any of its properties or assets, other than any such conflicts, violations, defaults, or other effects which, individually or in the aggregate, do not and will not prevent, restrict or impede such party’s performance of its obligations under and compliance with the provisions of the Transaction Documents and the other documents executed in connection herewith and therewith.

(c) Subject to obtaining the necessary FCC Consent, no consent, approval, order or authorization of, or registration, declaration or filing with, any governmental or regulatory authority or any other person or entity (other than any of the foregoing which have been obtained and, at the date in question, are then in effect) is required under existing laws as a condition to the execution, delivery or performance of this letter agreement by such party.

14. As of the date hereof and as of the Closing, Assignee hereby makes the following additional representations and warranties to Fisher:

(a) Assignee is legally, financially and otherwise qualified under the Communications Act and the FCC Rules to acquire the Designated Station Assets from

Sellers. There is no fact or condition known to Assignee that would, under the Communications Act and the FCC Rules, disqualify Assignee as owner and operator of the Stations. There are no suits, arbitration, administrative charges or other legal proceedings, claims or governmental investigations pending or, to Assignee's knowledge, threatened against Assignee affecting its qualification to hold an FCC license or its ability to purchase and acquire the Designated Station Assets nor, to Assignee's knowledge, is there any basis for any such suit, arbitration, administrative charge or other legal proceedings, claim or governmental investigation. Assignee has not been operating under or subject to, or in default with respect to, any order, writ, injunction or decree of any court or federal, state, municipal or other governmental department, commission, board, agency or instrumentality which would have an adverse effect on Assignee's ability to enter the Transaction Documents.

(b) Each of Roberts Media and Assignee was organized as a Delaware limited liability company on October 17, 2012. Roberts Media is the sole member of Assignee, and Larry Roberts, a resident of Indiana, is the sole manager of Assignee and is the sole manager and member of Roberts Media. There are no outstanding subscriptions, warrants, options, calls, commitments or other rights to purchase or acquire any equity or debt interests, or any securities convertible into or exchangeable for any equity or debt interests, in Assignee. Prior to the date hereof, Assignee has not engaged in any business and does not have any liabilities or obligations, except those liabilities and obligations incurred in connection with its organization, the negotiation, execution, delivery and performance of this letter agreement, the Assignment Agreement, the Option Agreement and the transactions contemplated hereby and thereby and incidental expenses incurred in connection therewith.

15. Termination. This letter agreement may be terminated as follows:

(a) prior to the Closing upon the mutual written agreement of Assignee and Fisher;

(b) automatically and without further action of the parties upon termination of the Purchase Agreement and the Assignment Agreement for any reason; provided that except as otherwise provided herein, termination of this letter agreement shall not relieve any party of any liability for breach or default under this letter agreement prior to the date of termination. Notwithstanding anything to the contrary, termination of this letter agreement shall not relieve any party of any obligation, including payment obligations, that shall have accrued prior to the date of such termination. In the event that this letter agreement shall terminate pursuant to Section 15 hereof, the Option Agreement shall be deemed terminated automatically without further action of the parties.

16. Miscellaneous

(a) Nothing in this letter agreement, whether express or implied, shall be construed to give any person or entity, other than the parties hereto, any legal or equitable right, remedy or claim under or in respect of this letter agreement.

(b) This letter agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to the conflicts of law rules of such State.

(c) This letter agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The delivery of this letter agreement by facsimile or other electronic transmission will be deemed to be an original of the letter agreement so transmitted.

(d) If one or more provisions of this letter agreement are held to be unenforceable under applicable law, portions of such provisions, or such provisions in their entirety, to the extent necessary, shall be severed from this letter agreement, and the balance of this letter agreement shall be enforceable in accordance with its terms.

(e) The section headings used in this letter agreement are for reference purposes only and shall not affect the meaning or interpretation of any term or provision of this letter agreement.

(f) Without intending to limit the remedies available to any of the parties hereto, each of the parties hereto acknowledges and agrees that a breach by such party of any provision of this letter agreement will cause the other party hereto irreparable injury for which an adequate remedy at law is not available. Therefore, the parties hereto agree that in the event of any such breach each such party shall be entitled to an injunction, restraining order or other form of equitable relief from any court of competent jurisdiction restraining any other party hereto from committing any breach or threatened breach of, or otherwise specifically to enforce, any such provision of this letter agreement, and without any requirement of proving actual damages or posting any bond or other security, in addition to any other remedies that such parties may have at law or in equity.


(g) NEITHER PARTY HERETO SHALL BE LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES).

(h) This letter agreement and the exhibits and attachments hereto, the Option Agreement, the Assignment Agreement, and the Purchase Agreement collectively represent the entire understanding and agreement between 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.

[SIGNATURE PAGE FOLLOWS]

If the foregoing correctly sets forth our understanding, please so indicate by signing below. Upon execution and delivery by all of the undersigned, this letter agreement shall become a legal and binding agreement among the parties hereto.

FISHER BROADCASTING – OREGON TV, L.L.C.

By: 
Name: *Colleen Brown*
Title: *President and CEO*

Agreed and Accepted as of the date hereof:

ROBERTS MEDIA, LLC

By: _____
Larry Roberts, Manager

KMTR TELEVISION, LLC

By: _____
Larry Roberts, Manager

If the foregoing correctly sets forth our understanding, please so indicate by signing below. Upon execution and delivery by all of the undersigned, this letter agreement shall become a legal and binding agreement among the parties hereto.

FISHER BROADCASTING – OREGON TV, L.L.C.

By: _____
Name:
Title:

Agreed and Accepted as of the date hereof:

ROBERTS MEDIA, LLC

By:  _____
Larry Roberts, Manager

KMTR TELEVISION, LLC


By:  _____
Larry Roberts, Manager

Exhibit A Purchase Agreement

[See Attached]

Exhibit B Assignment Agreement

[See Attached]

Exhibit C

Indemnification Procedures

(a) If Assignee asserts a claim for indemnification for, or receives notice of the assertion or commencement of any action, suit, claim or legal, administrative, arbitration, mediation, governmental or other proceeding or investigation, other than any brought by Assignee or an affiliate of Assignee (a “**Third Party Claim**”) as to which Assignee intends to seek indemnification under this letter agreement, Assignee shall give reasonably prompt written notice of such claim to Fisher, together with a statement of any available information regarding such claim. Fisher shall have the right, upon written notice to Assignee (the “**Defense Notice**”) within fifteen (15) days after receipt 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 Assignee (which notice shall specify the counsel the Fisher will appoint to defend such claim (“**Defense Counsel**”); provided, however, that Assignee 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 Fisher delivers a Defense Notice to Assignee, Assignee will cooperate with and make available to Fisher such assistance and materials as may be reasonably requested by Fisher, all at the expense of Fisher.

(b) If Fisher 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 Assignee shall have the right to conduct such defense in good faith. If Assignee defends any Third Party Claim, then Fisher shall reimburse Assignee for the costs and expenses of defending such Third Party Claim upon submission of periodic bills. If Fisher elects to conduct the defense of the subject Third Party Claim, Assignee may participate, at its own expense, in the defense of such Third Party Claim; provided, however, that Assignee shall be entitled to participate in any such defense with separate counsel at the expense of Fisher if (i) so requested by Fisher to participate or (ii) in the reasonable opinion of counsel to Assignee, a conflict or potential conflict exists between Assignee and Fisher that would make such separate representation advisable.

(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. Assignee shall not compromise, settle, default on, or admit liability with respect to a Third Party Claim without the prior written consent of Fisher, which consent shall not be unreasonably withheld or delayed, and, if Assignee settles, compromises, defaults on, or admits liability with respect to a Third Party Claim except in compliance with the foregoing, Assignee will be liable for all Damages paid or incurred in connection therewith and Fisher shall have no obligation to indemnify Assignee with respect thereto. Fisher shall not compromise or settle a Third Party Claim without the consent of Assignee, which consent shall not be unreasonably withheld or delayed, unless such compromise or settlement includes as a term thereof an unconditional release of Assignee and such compromise or release does not impose any non-monetary obligations on Assignee other than immaterial administrative obligations

(and all monetary obligations are subject to the indemnification provisions of this letter agreement), in which case the consent of Assignee 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 Assignee and Fisher shall have arrived at a mutually binding agreement-with respect to a Third Party Claim hereunder, Assignee shall deliver to Fisher notice of any sums due and owing by Fisher pursuant to this letter agreement with respect to such matter and Fisher shall be required to pay all of the sums so due and owing to Assignee by wire transfer of immediately available funds within ten (10) business days after the date of such notice.

(e) Any claim by Assignee for indemnification other than indemnification against a Third Party Claim (a “**Direct Claim**”) will be asserted by giving Fisher reasonably prompt written notice thereof, and Fisher will have a period of 20 days within which to satisfy such Direct Claim. If Fisher does not so respond within such 20 day period, Fisher will be deemed to have rejected such claim, in which event Assignee will be free to pursue such remedies as may be available to Assignee under Section 12 of this letter agreement.

(f) A failure by Assignee to give timely, complete, or accurate notice as provided in this *Exhibit C* shall not affect the rights or obligations of either party hereunder 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 Damages (in which case such proceeds shall reduce such Damages). To the extent any Damages of Assignee are reduced by receipt of payment under insurance policies or from third parties not affiliated with Assignee, such payments (net of the expenses of the recovery thereof) shall be credited against such Damages and, if indemnification payments shall have been received prior to the collection of such proceeds, Assignee shall remit to Fisher the amount of such proceeds (net of the cost of collection thereof) to the extent of indemnification payments received in respect of such Damages. The indemnification obligations hereunder shall survive any termination of this letter agreement.