

## **AMENDED AND RESTATED JOINT SALES AGREEMENT**

This AMENDED AND RESTATED JOINT SALES AGREEMENT ("Agreement") is entered into as of \_\_\_\_\_, 2013 by and between GOCOM MEDIA OF NORTHERN CALIFORNIA LLC, a Delaware limited liability company ("GMNC"), and K4 MEDIA HOLDINGS LLC, a Delaware limited liability company ("K4 Media"). GMNC and K4 Media, and their valid successors and assigns, are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, GMNC has acquired substantially all of the assets of Catamount Broadcasting of Chico-Redding, Inc. ("Catamount") (such acquisition, the "KHSL Acquisition") and is the owner and licensee of television broadcast station KHSL-TV and its associated facilities, Chico, California ("KHSL") pursuant to licenses issued by the Federal Communications Commission (the "FCC");

WHEREAS, K4 Media has acquired the FCC licenses in respect of television broadcast station KNVN(TV) and its associated facilities, Chico, California ("KNVN"; collectively with KHSL, the "Stations") and certain related assets from Evans Broadcasting of Chico LLC, and its subsidiaries Chico Operating, L.L.C. and Chico License L.L.C. (collectively, "Evans Broadcasting") (such acquisition, the "KNVN Acquisition") and is the licensee of KNVN pursuant to licenses issued by the FCC;

WHEREAS, as part of the KHSL Acquisition, Catamount assigned to GMNC all its rights, title and interest in the Joint Sales Agreement, dated as of August 20, 2001, by and between Catamount and Evans Broadcasting, as amended (the "Prior Joint Sales Agreement"), and the related Amended and Restated Shared Services Agreement, dated as of August 20, 2001, by and between Catamount and Evans Broadcasting, as amended (the "Prior Shared Services Agreement"), and GMNC accepted such assignments and assumed Catamount's liabilities and obligations thereunder;

WHEREAS, as part of the KNVN Acquisition, Evans Broadcasting assigned to K4 Media all its rights, title and interest in the Prior Joint Sales Agreement and the Prior Shared Services Agreement, and K4 Media accepted such assignments and assumed Evans Broadcasting's liabilities and obligations thereunder;

WHEREAS, immediately after the consummation of the KHSL Acquisition and the KNVN Acquisition, the Parties desire to amend and restate the Prior Joint Sales Agreement in its entirety to amend, revise and change certain terms and provisions thereof by the execution and delivery of this Agreement; and

WHEREAS, contemporaneously with the execution and delivery of this Agreement, the Parties desire to also amend and restate the Prior Shared Services Agreement in its entirety by the execution and delivery of a Second Amended and Restated Shared Services Agreement (the "Shared Services Agreement");

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises, undertakings, covenants and agreements of the Parties contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

**SECTION 1. Commencement Time; Term of Agreement.** The term of the Prior Joint Sales Agreement commenced on September 1, 2001. This Agreement shall become effective and supersede the Prior Joint Sales Agreement in its entirety as of 12:02 a.m. local time for KNVN (the “Commencement Time”) on the date of this Agreement (the “Commencement Date”) and continue through and including December 31, 2020, provided that such term shall be automatically extended for one (1) additional eight (8) year period unless GMNC or K4 Media shall provide to the other written notice of termination given at least one hundred eighty (180) days’ prior to the expiration of such term. Notwithstanding the foregoing, this Agreement shall terminate upon any final determination by the FCC to revoke or not to renew the main license of either of the Stations.

**SECTION 2. Advertising Time.** Subject to the terms and conditions of this Agreement, during the term of this Agreement, in consideration of the payments set forth in Section 3 below, K4 Media agrees to sell to GMNC, and agrees to permit GMNC to resell to advertisers, all of the time available for commercial announcements on KNVN. All advertising announcements furnished by GMNC for broadcast on KNVN shall comply in all material respects with applicable federal, state, and local laws, rules, regulations and pertinent governmental policies, including, without limitation, lottery restrictions, prohibitions on obscenity and indecency, deceptive advertising, false representations or deception of any kind, payola and plugola rules and policies, and political broadcasting rules. GMNC agrees to furnish K4 Media with all material required to be made available for public inspection regarding requests for time by political candidates or the broadcast of controversial issue advertising, including information regarding receipt of any request by or on behalf of a candidate for time and the disposition thereof (whether or not time was furnished and, if so, the terms and conditions thereof), and the names of officers and directors of any sponsor of controversial issue advertising. All material furnished by GMNC for broadcast on KNVN shall include any and all sponsorship identification announcements as required by Section 317 of the Communications Act of 1934, as amended, and the FCC’s rules and regulations, and GMNC agrees to undertake in good faith to determine each instance where such announcements are required. To assist GMNC in its advertising time sales efforts, K4 Media agrees, during the term of this Agreement, to use commercially reasonable efforts to continue to perform in accordance with the terms of the NBC television network affiliation for KNVN, which the Parties acknowledge and agree may necessitate efforts to stay within the preemption levels requested by NBC. K4 Media agrees to provide GMNC with at least one hundred and eighty (180) days’ advance written notice of any non-renewal or termination of such network affiliation agreement actually known by K4 Media or, if applicable, within ten (10) days of receiving notice of non-renewal or termination of such network affiliation agreement from the NBC television network. GMNC and K4 Media agree to periodically meet and confer on (i) the amount and placement of the commercial time on KNVN sold by GMNC hereunder and (ii) broadcasting infomercials and other program length commercials on KNVN. GMNC agrees to ensure that its sale of commercial time on KNVN does not exceed the FCC’s limits on commercial matter during children’s programming,

including the prohibition against program length commercials during children's programming, and agrees to promptly notify K4 Media if it discovers that these limits have been violated.

**SECTION 3. Payments.** During the term of this Agreement, GMNC agrees to pay K4 Media the payments set forth on Schedule A hereto. GMNC shall have the right to set off any payments due K4 Media under this Agreement by the amount of any unpaid payments that K4 Media owes to GMNC under the Shared Services Agreement.

#### **SECTION 4. Revenues.**

(a) **Pre-Commencement Time.** All rights, liabilities and obligations of the Parties in respect of revenues, expenses, fees and payments under the Prior Joint Sales Agreement and the Prior Shared Services Agreement that have accrued prior to the Commencement Time ("Pre-Commencement Rights") shall be governed by the terms and conditions of the Prior Joint Sales Agreement and the Prior Shared Services Agreement, and all such terms and conditions with respect to Pre-Commencement Rights shall survive and remain effective until satisfied by the Parties (or their predecessors).

(b) **During Term.** Subject to Section 3 and Section 4(c) below, GMNC shall be entitled to all revenues attributable to commercial advertisements sold by GMNC or K4 Media on KNVN, and all other advertising time revenue received, in each case with respect to commercial advertisements broadcast on KNVN during the term hereof, and GMNC shall be responsible for commissions to employees, account executives, agencies or representatives with respect to such commercial advertisements and other advertising time revenue (such revenue reduced by such commissions, the "KNVN Net Revenue"). Notwithstanding anything herein to the contrary, at the request of an advertiser, K4 Media may sell time in accordance with GMNC's rates for the account of GMNC for broadcast during the term of this Agreement.

(c) **Termination.** If this Agreement terminates:

(i) **Billing of Pre-Termination Receivables by K4 Media.** From and after the time at which this Agreement terminates (the "Termination Time"), K4 Media, on behalf of and at no charge to GMNC, agrees (in accordance with K4 Media's standard billing procedures) to issue invoices for advertising time sold and provided by KNVN after the Commencement Time and prior to the Termination Time and not invoiced by GMNC prior to the Termination Time, and agrees to use its reasonable efforts to cause KNVN to perform GMNC's obligations with respect to the accounts payable of KNVN pursuant to all trade and barter agreements (including all assets, receivables and liabilities in respect thereof) (collectively, "Trades") as of the Termination Time. GMNC agrees to assign to K4 Media all of its Trade receivables with respect to KNVN at the Termination Time. GMNC agrees to cooperate with K4 Media and provide access to such documentation and records of GMNC as is reasonable or desirable in order to effect the purposes of this Section 4(c).

(ii) **Collection and Application by K4 Media.** From the Termination Time until the one hundred twentieth (120<sup>th</sup>) day after the Termination Time (the "Termination Collection Period"), K4 Media agrees to use its reasonable efforts (but shall not be required to engage the services of counsel, or institute court or arbitration proceedings) to collect on behalf

of GMNC all accounts receivable of or relating to KNVN as of the Termination Time (the “Pre-Termination Receivables”). K4 Media agrees to segregate the proceeds of the collection of the Pre-Termination Receivables (“Pre-Termination Receivables Collections”) from other funds of K4 Media, it being acknowledged and agreed that K4 Media is acting solely as a collection agent and shall have no right, claim or interest in the Pre-Termination Receivables. Pre-Termination Receivables Collections from any person or entity that is a debtor with respect to a Pre-Termination Receivable (a “Pre-Termination Debtor”) will be applied in the chronological order of GMNC’s and K4 Media’s billings to such Pre-Termination Debtor (*i.e.*, to the oldest unpaid billing first) except to the extent that (i) such Pre-Termination Debtor disputes its obligation to pay such billing or (ii) such Pre-Termination Debtor indicates that such payment is to be applied in another, specified manner (in which case it will be applied in such manner). K4 Media agrees that it will not take any action to encourage a Pre-Termination Debtor to dispute its obligation to pay any billing that relates to a Pre-Termination Receivable or encourage a Pre-Termination Debtor to specify that any payment from such Pre-Termination Debtor is to be applied to billings to such Pre-Termination Debtor other than in their chronological order.

**(iii) Non-Interference.** During the Termination Collection Period, so long as K4 Media is in compliance with this Section 4(c), neither GMNC nor any agent of GMNC will make any direct solicitation of any Pre-Termination Debtor for purposes of collecting any Pre-Termination Receivable, except as may be agreed to by K4 Media and except with respect to Termination Delinquent Accounts. The term “Termination Delinquent Accounts” means (i) those Pre-Termination Receivables that may be or become more than one hundred eighty (180) days past due and (ii) those Pre-Termination Receivables with respect to which K4 Media has received written notice of a dispute from the related Pre-Termination Debtor (a copy of which notice K4 Media agrees to promptly forward to GMNC). K4 Media will not discourage any Pre-Termination Debtor from paying, or otherwise interfere with GMNC’s efforts in accordance with this Section 4(c) to collect, any Termination Delinquent Account; provided that K4 Media will not be prohibited from ceasing or altering its methods of doing business with any such Pre-Termination Debtor or pursuing or taking any action in connection with the collection of any amount that may be owing by any such Pre-Termination Debtor to K4 Media or any of K4 Media’s affiliates.

**(iv) Payment of Collections; Reports.** On or prior to the thirtieth (30<sup>th</sup>) day after the end of each month during the Termination Collection Period, K4 Media agrees to (i) prepare and submit to GMNC a report providing reasonable detail with respect to K4 Media’s Pre-Termination Receivables Collections during the applicable period pursuant to this Section 4(c) and (ii) deliver to GMNC a check or draft in an amount equal to the aggregate amount of such Pre-Termination Receivables Collections. After the delivery of the final monthly collection report, K4 Media agrees to promptly (but no more frequently than once per month) turn over to GMNC any proceeds of the Pre-Termination Receivables actually received by K4 Media after the expiration of the Termination Collection Period. Subject to the rules and regulations of the FCC, GMNC shall have the right to inspect the books and records and all other information and documents of K4 Media in respect of KNVN, and shall have reasonable access to such books and records upon reasonable notice and during normal business hours during the Termination Collection Period.

The terms and provisions of this Section 4(c) shall survive the termination of this Agreement.

**SECTION 5. Broadcast Obligations.** During the term of this Agreement, GMNC agrees to assume and undertake the administration and servicing of all of K4 Media's contracts and other agreements that provide for the sale and broadcast of advertising and related activities, the obligations of which shall remain the responsibility of K4 Media; provided that GMNC shall not assume K4 Media's national sales representation agreement but shall undertake the administration and servicing thereof. Notwithstanding the preceding sentence, GMNC shall not undertake the administration and servicing of any K4 Media contract that relates to programming on KNVN. All revenues arising from such contracts and agreements for advertising broadcast during the term of this Agreement shall belong to GMNC, even though the time was sold by K4 Media; and all commissions to employees, agencies, or representatives payable on account of advertising broadcast during the term of the Agreement shall be paid by GMNC.

**SECTION 6. Personnel.** K4 Media agrees to retain sufficient staff to oversee those aspects of its business and financial matters not specifically delegated to GMNC hereunder or under the Shared Services Agreement (it being acknowledged and agreed that if K4 Media retains at least two (2) full-time staff members, including at least one managerial employee, in compliance with FCC rules and regulations, then it shall be deemed to be in compliance with this Section 6).

**SECTION 7. Intentionally Left Blank.**

**SECTION 8. Operation of KNVN.** During the term of this Agreement, K4 Media shall retain final authority over the operations of KNVN, including programming, editorial policies and employees of K4 Media. K4 Media agrees that it will operate KNVN throughout the term of this Agreement in all material respects in compliance with the Communications Act of 1934, as amended, FCC rules, regulations, and written policies, and all other applicable laws. Without limiting the generality of the foregoing, K4 Media agrees to file in a timely and complete and correct manner all reports, filings, applications and other documents required to be filed with the FCC with respect to KNVN and be responsible for all dealings and communications with the FCC in respect of KNVN. Subject to reimbursement by GMNC as set forth in Schedule A hereto, K4 Media agrees, except as provided in the Shared Services Agreement, to be solely responsible for and pay in a timely manner all of its expenses relating to the operation of KNVN (other than for the sale of advertising time), including, but not limited to, all taxes and other costs incident thereto; payments due under any leases, contracts and agreements (other than with respect to the sale of advertising time); FCC regulatory fees; music performance license fees (other than with respect to the sale of advertising time); and all utility costs relating to the operation of KNVN. K4 Media may, in its sole discretion, (i) decline to accept advertising sold by GMNC in the event that it reasonably believes that the broadcast of such advertising would violate applicable laws, rules, regulations or policies or would be reasonably likely to damage K4 Media's reputation in the community, or would otherwise be contrary to the public interest, or (ii) preempt any of the commercial time sold by GMNC in order to present program material of greater public interest or concern. K4 Media agrees to immediately notify GMNC of any such rejection or rescheduling of advertising and agrees to cooperate with GMNC in efforts to fulfill GMNC's commitments to advertisers.

**SECTION 9. Advertising Rates.** The rates for advertising sold on KNVN shall be set by GMNC; provided, however, that the Parties agree to comply with all applicable statutes, laws, rules, regulations and written policies regarding access to airtime and rates charged for political advertising. During applicable periods, GMNC agrees to provide or make available to K4 Media copies of the reports and other materials concerning lowest unit charges, access for political candidates, and other political advertising requirements that are to be deposited or placed in KNVN's public file.

**SECTION 10. Delivery of Material for Broadcast.** All advertising material furnished by GMNC for broadcast on KNVN shall be delivered to KNVN in a mutually agreeable method, in a format to be agreed upon by K4 Media and GMNC, in a form ready for broadcast on KNVN's existing playback equipment, and with quality suitable for television broadcast.

**SECTION 11. Access; Handling of Communication.** K4 Media agrees, at no additional charge, to provide GMNC with access to any of its equipment or other property at the Stations' offices or facilities for purposes of selling time and producing commercial announcements to the extent reasonably necessary or appropriate for GMNC to exercise its rights and perform its obligations under this Agreement and under the Shared Services Agreement. When using K4 Media's equipment or other property, GMNC's personnel shall be subject to the direction and control of K4 Media's management personnel and shall not act contrary to the terms of this Agreement or the Shared Services Agreement. If GMNC utilizes telephone lines other than those of K4 Media in connection with its sale of time on KNVN, then GMNC shall not answer those lines in a way that implies that the lines are those of K4 Media; but GMNC may use KNVN call letters in promotional literature and in answering the telephone (*e.g.*, "KNVN Sales"). GMNC and K4 Media agree to cooperate in responding promptly to or otherwise handling, as appropriate, all mail, e-mails, faxes or telephone calls directed to either or both the Stations in connection with any matter relevant to K4 Media's or GMNC's responsibilities and obligations under this Agreement or the Shared Services Agreement.

**SECTION 12. Billing; Records.** GMNC agrees to keep written records relating to the sale of commercial advertising on KNVN consistent with GMNC's practices at KHSL related to the sale of commercial advertising. GMNC agrees to keep such records at KHSL's main office, except with respect to political advertising on KNVN, which GMNC shall maintain for inclusion in KNVN's public file. The Parties and their authorized agents, officers and representatives, upon prior written request, shall have reasonable access to the appropriate books and records of the other Party to conduct such examination and investigation as the requesting Party deems reasonably necessary to assure compliance with the terms and provisions of this Agreement and the Shared Services Agreement, and to permit the Parties to comply with their tax reporting compliance requirements, provided that such examination and investigation shall be during the applicable Station's normal business hours, shall not unreasonably interfere with such Station's operations, and shall not occur more frequently than once per calendar quarter (unless a Party shall have, in good faith, a reasonable basis for more frequent examination and investigation) and provided further, that such access shall not include access to the detailed programming, personnel and corporate financial books and records of the other Party. The Parties agree that they shall hold such information obtained from the access and review of the other Party's books and records in confidence, not disclose the same to any other third party, and not use the same,

except in furtherance of the purposes of this Agreement or the Shared Services Agreement, when required by law, rule or regulation or for purposes of filing tax returns.

**SECTION 13. Events of Default.** Any of the following shall, after the expiration of any applicable cure period, constitute “Events of Default” under the Agreement:

(a) **Non-Payment.** GMNC’s failure to remit to K4 Media any payment described in Section 3 above in a timely manner, which failure is not cured within thirty (30) days following written notice thereof by K4 Media to GMNC; or

(b) **Defaults, Etc.** The default by either Party in the material observance or performance of any material covenant, condition, or agreement contained herein, or if any material misrepresentation or warranty herein made by either Party to the other shall prove to have been false or misleading as of the time made.

**SECTION 14. Cure Period.** An Event of Default shall not be deemed to have occurred with respect to Section 13(b) above unless it is continuing thirty (30) days after the non-defaulting Party has provided the defaulting Party with written notice specifying in reasonable detail the event or events which if not cured would constitute an Event of Default, provided that such cure period will be extended for a reasonable period of time if the defaulting Party is acting in good faith to cure and such delay is not materially adverse to the other Party.

**SECTION 15. Termination.**

(a) **Termination Upon Event of Default.** Upon the occurrence of an Event of Default, the non-defaulting Party may terminate this Agreement by written notice to the defaulting Party, provided that the non-defaulting Party is not also in material breach of this Agreement or the Shared Services Agreement, and provided further that if the matter of whether an Event of Default has occurred is the subject of a dispute pursuant to this Agreement, then this Agreement will terminate on the day after the resolution of such Claim (as defined in Section 28 below) by binding arbitration as provided in Section 28 hereof, provided that such resolution determines that an Event of Default has occurred.

(b) **Termination Upon Order of Governmental Authority.** A “Governmental Termination Event” will occur if any court or federal, state or local government authority (including the FCC) of competent jurisdiction orders or takes any action that becomes effective and that requires the termination or material curtailment of GMNC’s activities with respect to KNVN pursuant to this Agreement, provided that such order or action will no longer constitute a Governmental Termination Event if such action or order is subsequently stayed or ceases to be effective. GMNC and K4 Media agree to cooperate and use their reasonable best efforts and negotiate in good faith to modify this Agreement as necessary to preserve the intent of the Parties, the economic and other benefits of this Agreement, and to obviate any such Governmental Termination Event to the extent such modification is permissible. Each Party agrees to cooperate with each other with respect to any such Governmental Termination Event. In the event of termination of GMNC’s activities with respect to KNVN pursuant to this Agreement as a result of any Governmental Termination Event, K4 Media agrees to reasonably cooperate with GMNC to the extent permitted to enable GMNC to fulfill advertising contracts

then outstanding. If a Governmental Termination Event occurs, then the term of this Agreement will continue and terminate on the date upon which the activities of K4 Media and GMNC are required to be ceased, as mandated by the agency or authority which brought about such Governmental Termination Event.

**(c) Termination Upon Termination of Shared Services Agreement.**

Unless the Parties otherwise agree in writing, this Agreement shall automatically terminate upon the termination of the Shared Services Agreement in accordance with its terms.

**SECTION 16. Other Covenants and Agreements.** During the term of this Agreement, and subject to the rights and responsibilities that are set forth in the Shared Services Agreement, K4 Media covenants and agrees:

(i) not enter into any other commercial time sales (except as specifically permitted by this Agreement or the Shared Services Agreement), joint sales, time brokerage, local marketing or similar agreement with any third party relating to the operation of KNVN during the term of this Agreement;

(ii) not purchase or accept for broadcast on KNVN any programming to be broadcast during the term of this Agreement that includes commercial advertising sold by any third party without GMNC's consent, excluding national advertising time sold in network programming, nationally or regionally syndicated barter programming aired on KNVN and for public service announcements;

(iii) not enter into any Trade agreements relating to KNVN;

(iv) not take any action or omit to take any action that would put it in violation of or in default in any material respect under any agreement material to this Agreement, the Shared Services Agreement, the transactions and arrangements contemplated herein and therein, or the rights, remedies, interest, benefits, liabilities and obligations of either party hereunder or thereunder and to which K4 Media is a party or by which its assets and properties are bound or subject;

(v) maintain KNVN's facilities owned by K4 Media in accordance with normal industry practices and in compliance in all material respects with the engineering requirements set forth in KNVN's FCC licenses, including broadcasting at substantially maximum authorized power (except at such time that reduction of power is required for routine or emergency maintenance or because of a force majeure event); and

(vi) not sell, lease, mortgage, pledge or otherwise dispose of any of its assets except for transactions in the ordinary course of business consistent with past practices and that do not (A) materially and adversely affect or impair K4 Media's ability to perform its obligations and satisfy its liabilities under this Agreement or the Shared Service Agreement or (B) materially abrogate, impair or interfere with GMNC's interests, rights and benefits under this Agreement or the Shared Service Agreement.

**SECTION 17. Liabilities after Termination.** After the expiration or termination of this Agreement for any reason, and subject to the terms of the Shared Services Agreement (if such agreement has not been terminated), (i) K4 Media agrees to broadcast such advertising on KNVN as may be required under advertising contracts entered into by GMNC in the ordinary course of business during the term of this Agreement; (ii) K4 Media agrees to pay all reasonable and customary fees, commissions or other amounts due, including but not limited to national sales representative fees for any such advertising and agrees to promptly reimburse GMNC for any fees paid in advance; and (iii) K4 Media shall be entitled to any revenues for advertising broadcast after expiration or termination of this Agreement.

**SECTION 18. Insurance.** K4 Media and GMNC each shall obtain and maintain (K4 Media for its operations and properties it owns in respect of KNVN, and GMNC for KHSL and its operations and properties and for its operations hereunder and under the Shared Services Agreement in respect of KNVN) broadcasters' liability insurance policies covering libel, slander, invasion of privacy and the like, general liability, blanket crime, business interruption, property damage, automobile liability and workers' compensation, in forms and amounts customary in the television broadcast industry for a television station the size of the applicable Station, and each of the Parties shall provide for notice to the other Party prior to cancellation thereof; provided, however, that GMNC agrees to use commercially reasonable efforts to add K4 Media to GMNC's policies covering such matters as an additional insured and/or loss payee (as its interests may appear), and if the foregoing is accomplished, then K4 shall not have any obligation to obtain or maintain any such policy. Upon request, each Party shall provide the other with certificates evidencing such insurance, and shall further provide certificates evidencing renewal thereof prior to the expiration of such policies.

**SECTION 19. No Partnership or Joint Venture.** The Agreement is not intended to be, and shall not be construed as, an agreement to form a partnership, agency relationship, or a joint venture between the Parties. Except as otherwise specifically provided in the Agreement or in the Shared Services Agreement, neither Party shall be authorized to act as an agent of or otherwise to represent the other Party. All contracts for the sale of the advertising time, purchase orders, agreements, sales materials and similar documents produced, arranged or executed by GMNC shall be executed in the name of GMNC and not in the name of or on behalf of K4 Media, and GMNC shall not represent that it is the owner or K4 Media or KNVN. All contracts for the sale of the advertising time, purchase orders, agreements, sales materials and similar documents produced, arranged or executed by K4 Media (if any), as permitted under this Agreement or the Shared Services Agreement, shall be executed in the name of K4 Media. The Parties acknowledge and agree that call letters, trademarks and other intellectual property shall at all times remain the property of the respective Parties and that neither Party shall obtain any ownership interest in the other Party's intellectual property by virtue of this Agreement although, subject to the preceding sentence, GMNC may make reasonable use of KNVN's call letters, trademarks and other intellectual property during the term of this Agreement as reasonably useful or necessary for its performance relating hereto and so long as such use is not prohibited by applicable law, including the rules and regulations of the FCC.

**SECTION 20. Successors and Assigns.** No Party may assign its rights and obligations under this Agreement, either in whole or in part, without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed; provided, however, that

either Party shall be permitted to collaterally assign its rights (including granting a security interest herein) under this Agreement to its senior lender(s) without the consent of the other Party; provided further, however, that in connection with the sale of KHSL, K4 Media shall not have any obligation to not unreasonably withhold or delay its consent, but if K4 Media does not give its consent as required above for GMNC to assign its rights and obligations under this Agreement to the purchaser of KHSL, then K4 Media shall have the right to require GMNC or its assignee to exercise the option under the Option Agreement, dated as of the date hereof, by K4 Media in favor of GMNC (the “Option Agreement”) and effect a “Company Sale” (as defined and used in section 18 of the Option Agreement. The covenants, conditions and provisions hereof are and shall be for the exclusive benefit of the Parties and their permitted successors and assigns, and nothing herein, express or implied, is intended or shall be construed to confer upon or to give any person or entity other than the Parties and their successors and permitted assigns any right, remedy or claim, legal or equitable under or by reason of this Agreement. Any Party that shall properly assign this Agreement in accordance with the terms hereof shall be released from all liabilities and obligations hereunder. The Parties agree that the non-assigning Parties shall be entitled to seek an injunction or similar relief from any court of competent jurisdiction restraining the assigning Parties from committing a violation of this Section 20 without the necessity of proving the inadequacy of money damages or of posting a bond or other surety or following the requirements of Section 28.

**SECTION 21. Governing Law; Entire Agreement.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to principles of conflict of laws. This Agreement amends, restates and supersedes in its entirety the terms and conditions of the Prior Joint Sales Agreement. This Agreement, the Shared Services Agreement, the Option Agreement and any other agreements between the Parties and dated as of the date hereof embody the entire agreement between the Parties with respect to the subject matter hereof and thereof, and there are no other agreements, representations, or understandings, oral or written, between them with respect thereto.

**SECTION 22. Modification and Waiver.** No modification or waiver of any provision of the Agreement shall be effective unless in writing and signed by the Party against whom such modification or waiver is asserted, and no failure to exercise any right, power, or privilege hereunder shall operate to restrict the exercise of the same right, power, or privilege upon any other occasion nor to restrict the exercise of any other right, power, or privilege upon the same or any other occasion. Except as provided in Section 28 relating to binding arbitration, the rights, powers, privileges, and remedies of the Parties are cumulative and are not exclusive of any rights, powers, privileges, or remedies which they may have at law, in equity, by statute, under this Agreement, or otherwise.

**SECTION 23. Unenforceability.** Subject to the provisions of Section 15(b), if any provision of this Agreement or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law, 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. If the FCC alters or modifies its rules or policies in a fashion that would raise substantial and

material questions as to the validity of any provision of this Agreement or the ability of the Parties to perform their obligations under this Agreement in compliance with the Communications Laws, then the Parties agree to negotiate in good faith to revise any such provision of this Agreement in an effort to comply with all applicable FCC rules, regulations and policies, while attempting to preserve the intent of the Parties as embodied in the provisions of this Agreement. The Parties agree that, upon the request of either of them, they will join in requesting the view of the staff of the FCC, to the extent necessary, with respect to the revision of any provision of this Agreement in accordance with the foregoing. If the Parties are unable to so negotiate a mutually acceptable modified Agreement, then either Party may terminate this Agreement upon written notice to the other, and each Party shall be relieved of any further obligations, one to the other, except for those that shall survive termination.

**SECTION 24. Notices.** All notices, demands, and request required or permitted to be given under the provisions of this Agreement shall be (a) in writing, (b) delivered to the recipient by telecopy or facsimile machine, in person or sent by commercial delivery service or registered or certified mail, postage prepaid and return receipt requested, (c) deemed to have been given on the date received by the recipient (if delivered in person, by telecopy or facsimile machines or by registered or certified mail) or on the date set forth in the records of the delivery service (if delivered by commercial delivery service) and (d) addressed as follows:

To GMNC:

GOCOM Media of Northern California LLC  
c/o GOCOM Broadcasting Corporation  
200 Main Street, Suite 201B  
Hilton Head, SC 29926  
Attention: Richard L. Gorman  
Telephone: (843) 342-4405

To K4 Media:

K4 Media Holdings LLC  
8 Fox Run Road  
Allendale, NJ 07401  
Attention: Theodore T. Horton, Jr  
Telephone: (201) 825-0211

or to any such other or additional persons and addresses as the Parties may from time to time designate in a writing delivered in accordance with this Section 24.

**SECTION 25. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument, and such counterparts may be delivered via facsimile machine or e-mail in Adobe portable document format, and such facsimile or e-mailed versions shall be deemed originals in all respects.

**SECTION 26. Headings.** The headings are for convenience only and do not control or affect the meaning or construction of the provisions of this Agreement.

**SECTION 27. Schedules and Exhibits.** Any schedules, exhibits and supplements attached hereto are incorporated by reference and are an integral part of this Agreement with the same force and effect as if set forth in full in the text of the Agreement.

**SECTION 28. Arbitration.** The Parties agree that any and all claims, disputes or controversies arising from or relating to this Agreement or the validity, enforceability or scope of this arbitration provision or any term or provision of this Agreement (collectively, “Claims”), shall be resolved by binding arbitration pursuant to this Section 28 and the Commercial Arbitration Rules described below that are in effect at the time the Claim is filed. Arbitration shall be conducted with the American Arbitration Association (the “AAA”) pursuant to and in accordance with the AAA’s Commercial Arbitration Rules. If for any reason the AAA is unable or unwilling or ceases to serve as arbitration administrator, then an equivalent national arbitration organization utilizing a similar code of procedure and mutually acceptable to GMNC and K4 Media shall be substituted for the AAA. The forum for any Claim brought pursuant to this Agreement or this arbitration provision shall be in Raleigh, North Carolina. The arbitrator(s) shall decide which Party is ultimately responsible for paying any arbitration expenses, including the arbitration filing fee and the arbitrators’ fees. Unless inconsistent with applicable law, each Party hereto shall bear the expense of its respective attorneys’, experts’ and witness fees, and the arbitration shall be governed by the Federal Arbitration Act (“FAA”), 9 U.S.C. Sections 1-16. The arbitrator(s) shall apply the substantive and procedural law of the State of Delaware consistent with the FAA, except that the arbitrators shall decide, in their sole discretion and without regard to Delaware law, upon issues regarding allowable discovery or the admissibility of evidence. The arbitrators shall observe applicable statutes of limitations and shall honor claims of privilege recognized by Delaware law. The decision of the arbitrator(s) will be accompanied by a reasoned opinion, which will be final, binding, conclusive and non-appealable. The decision, including any award, may be entered by judgment in any court of competent jurisdiction. This arbitration provision shall survive satisfaction of the Parties’ contractual obligations and termination of this Agreement. If any portion of this arbitration provision is deemed invalid or unenforceable under the FAA, it shall not invalidate the remaining portions of this arbitration provision. This Agreement and arbitration provision shall be interpreted or severed as necessary in favor of enforceability. Notwithstanding the foregoing, either Party may, without waiving any remedy under this Agreement, seek from any court having jurisdiction, any interim or provisional relief that is necessary to protect the rights or property of that party, pending the determination by the arbitrator(s) of the merits of the controversy.

**SECTION 29. Other Definitional Provisions.** The terms “hereof,” “herein” and “hereunder” and terms of similar import will refer to this Agreement as a whole and not to any particular provision of this Agreement. Section references contained in this Agreement are references to Sections in this Agreement, unless otherwise specified. Each defined term used in this Agreement has a comparable meaning when used in its plural or singular form. Each gender-specific term used in this Agreement has a comparable meaning whether used in a masculine, feminine or gender-neutral form. Whenever the term “including” is used in this Agreement (whether or not that term is followed by the phrase “but not limited to” or “without limitation” or words of similar effect) in connection with a listing of items within a particular classification, that listing will be interpreted to be illustrative only and will not be interpreted as a limitation on, or an exclusive listing of, the items within that classification. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity

or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Wherever a conflict exists between this Agreement and any other agreement, this Agreement shall control, but solely to the extent of such conflict.

**SECTION 30. Force Majeure.** Notwithstanding anything contained in this Agreement to the contrary, no Party shall be liable to the other Party for a failure to perform any obligation under this Agreement (nor shall any charges or payments be made in respect thereof) if such Party shall be prevented from such performance by reason of fires, strikes, labor unrest, embargoes, civil commotion, rationing or other orders or requirements, acts of civil or military authorities, acts of God, or other contingencies beyond the reasonable control of such Party, including equipment failure, and all provisions herein requiring performance within a specified period shall be deemed to have been modified in order to extend the period in which such performance shall be required, in order to accommodate the period of the pendency of such contingency that shall prevent such performance.

**SECTION 31. Further Assurances.** Each Party agrees to execute and deliver such additional documents and take such further actions as are reasonably necessary for the purposes of carrying out this Agreement and the transactions contemplated herein.

**SECTION 32. Press Releases.** Except as may be required by law or by any governmental agency, no announcement to the public of the transactions contemplated herein shall be made by any Party, unless such announcement shall have been approved in advance in writing by the other Party, which shall not be unreasonably withheld.

**SECTION 33. Expenses.** Except as otherwise specifically provided herein or in the Shared Services Agreement, whether or not this Agreement becomes effective, each of the Parties shall pay the fees and expenses of its respective counsel, accountants and other experts incident to the negotiation, drafting and execution of this Agreement, the Shared Services Agreement and the Lease and consummation of the transactions contemplated hereby and thereby.

**SECTION 34. GMNC Activities.** Notwithstanding anything to the contrary contained in this Agreement, the Shared Services Agreement or otherwise, no fact or circumstance that occurs as a result of any action or omission by GMNC or any of its agents or representatives, or as a result of GMNC's or any of its agents' or representatives' activities or operations with respect to either or both of the Stations shall be deemed to give rise to or result in a breach or default of any of K4 Media's representations, warranties, agreements or covenants under this Agreement, the Shared Services Agreement or any other agreement entered into between GMNC or any of GMNC's affiliates, agents or representatives, on one hand, and K4 Media or its affiliates, agents and representatives, on the other hand, in connection herewith.

**SECTION 35. Indemnification.**

(a) **Indemnification by GMNC.** GMNC agrees to indemnify and hold harmless K4 Media and its members, managers, officers, affiliates, employees, agents,

representatives, successors and assigns (collectively, the “K4 Media Indemnified Parties” or individually, a “K4 Media Indemnified Party”), from, against and in respect of, and agrees to pay to the K4 Media Indemnified Parties the amount of, any and all claims, losses, costs, expenses, liabilities and damages, including interest, penalties and reasonable attorneys’ fees (collectively, “Losses”), that any K4 Media Indemnified Party incurs or suffers directly or indirectly in connection with, with respect to, or arising from or otherwise relating to: (i) the commercial time GMNC has sold on KNVN; (ii) any breach or default in the performance by GMNC of its representations, warranties, covenants or obligations under this Agreement or the Shared Services Agreement; (iii) the conduct of GMNC, its employees, officers, managers, representatives, members, contractors or agents; and (iv) any violation of applicable law relating to the broadcast of political advertising, including, without limitation, Sections 73.1940 through 73.1944 of the FCC’s rules. Notwithstanding any provision to the contrary herein, no K4 Media Indemnified Party shall be entitled to indemnification hereunder for any Losses it may suffer or incur that are caused by the willful misconduct or gross negligence of Theodore T. Horton, Jr. (the “K4 Media Manager”) in his capacity as the “manager” or other agent or representative of K4 Media or that are attributable to any intentional breach of this Agreement, the Shared Services Agreement or the Option Agreement by K4 Media prior to GMNC’s purchase of a limited liability company interest in K4 Media pursuant to the Option Agreement; provided that the parties acknowledge and agree that the foregoing exceptions to GMNC’s indemnity obligations hereunder shall be limited solely to the extent and amount of Losses caused by such intentional breach, willful misconduct or gross negligence.

**(b) Indemnification by K4 Media.** K4 Media agrees to indemnify and hold harmless GMNC and its members, managers, officers, affiliates, employees, agents, representatives, successors and assigns (collectively, the “GMNC Indemnified Parties” or individually, a “GMNC Indemnified Party”), from, against and in respect of, and agrees pay to the GMNC Indemnified Parties the amount of, any and all Losses, that any GMNC Indemnified Party incurs or suffers directly or indirectly in connection with, with respect to, or arising from or otherwise relating to the willful misconduct or gross negligence of the K4 Media Manager or that are attributable to any intentional breach of this Agreement Agreement, the Shared Services Agreement or the Option Agreement by K4 Media prior to GMNC’s purchase of a limited liability company interest in K4 Media pursuant to the Option Agreement, and then solely to the extent thereof. Notwithstanding the foregoing, no GMNC Indemnified Party shall be entitled to indemnification hereunder for any Losses it may suffer or incur that are caused by its (or any other GMNC Indemnified Party’s) willful misconduct or intentional breach by GMNC of this Agreement, the Shared Services Agreement or the Option Agreement and then, in any case, solely to the extent thereof, provided that the parties acknowledge and agree that the foregoing exception to K4 Media’s indemnity obligations hereunder shall be limited solely to the extent and amount of Losses caused by such intentional breach or such willful misconduct.

**(c) No Impairment; Survival.** The obligations of GMNC or K4 Media under this Agreement, including, without limitation, the respective obligations to indemnify as provided in Sections 35(a) or (b) above, shall not be subject to any reduction, limitation, impairment, or termination for any reason, including, without limitation, any claim of waiver, release, surrender, alteration or compromise of any of the Losses, and, subject to applicable law and except as expressly set forth herein or in the Shared Services Agreement, shall not be subject

to any defense or setoff, counterclaim, recoupment or termination whatsoever by reason of the invalidity, illegality or unenforceability of any of the Losses or any discharge of the obligor from any of the Losses in a bankruptcy or similar proceeding or otherwise which such party may assert. Without limiting the generality of the foregoing, the obligations of GMNC or K4 Media under this Agreement shall not be discharged or impaired or otherwise affected by the failure of the other Party (or the other GMNC Indemnified Parties or K4 Media Indemnified Parties, as applicable) to assert any claim or demand or to enforce any remedy hereunder or under any other agreement, by any waiver or modification, or by any other act or omission that might in any way operate as a discharge of GMNC or K4 Media as a matter of law. The indemnification obligations of GMNC and K4 Media under this Section 35 shall survive any termination or expiration of this Agreement.

\* \* \* \* \*

*[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK; THE NEXT PAGE IS THE SIGNATURE PAGE]*

IN WITNESS WHEREOF, the Parties have executed this Amended and Restated Joint Sales Agreement as of the date first above written.

GMNC:

**GOCOM MEDIA OF NORTHERN CALIFORNIA  
LLC**

By: GOCOM Broadcasting Corporation, its Manager

By: \_\_\_\_\_  
Richard L. Gorman, its President

K4 MEDIA:

**K4 MEDIA HOLDINGS LLC**

By: \_\_\_\_\_  
Theodore T. Horton, Jr., its Manager and President

## **SCHEDULE A**

1. GMNC agrees to pay to K4 Media on, or within ten (10) business days after, the first business day of each calendar month an amount equal to (i) seventy percent (70%) of the KNVN Net Revenue for the preceding calendar month.
2. At the reasonable request of K4 Media, GMNC agrees to advance payments of the foregoing to K4 Media to defray “KNVN’s Monthly Expenses”, as defined in the Shared Services Agreement.
3. Time is of the essence in GMNC’s payment of the amounts set forth herein to K4 Media.