

(See also 13046 and 13048
for add'l Raycom contracts)

SHARED SERVICES AGREEMENT

This Shared Services Agreement (this "*Agreement*") is entered into as of this 11th day of March, 2011, by and between Raycom Media, Inc., a Delaware corporation ("*Station Owner*"), and Scripps Media, Inc., a Delaware corporation ("*Service Provider*").

PREAMBLE

A. Service Provider owns and operates broadcast television station WPTV, West Palm Beach, Florida (the "*Service Station*").

B. Station Owner owns and operates broadcast television station WFLX, West Palm Beach, Florida (the "*Station*").

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

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

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

ARTICLE I -- DEFINITIONS.

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

"*Affiliate*" means, with respect to any Person, any other Person (other than, with respect to Service Provider, Scripps Networks Interactive, Inc.) which, directly or indirectly, Controls, is Controlled by, or is under common Control with, the specified Person.

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

"*Business Day*" means any day excluding Saturdays, Sundays and any day that is a legal

holiday under the laws of the United States or that is a day on which banking institutions located in New York or Florida are authorized or required by Applicable Law or action of a Governmental Authority to close.

"Commencement Date" means [REDACTED], or such other date designated in writing by the parties as the Commencement Date.

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

"DMA" means, with respect to the Station, its Designated Market Area as defined by The Nielsen Company, together with areas in which the Station is deemed to be significantly viewed or where it has been historically carried.

"Excess Spectrum" means, with respect to a broadcast television station, those portions of the digital signal of such station that are not broadcast by such station on a free over-the-air basis (including encrypted video or audio programming, data, or content offered over the air on a fee basis to subscribers) or that are transmitted in a technical standard specifically designed for mobile reception.

"FCC" means the Federal Communications Commission or any successor agency thereto.

"FCC Licenses" means the FCC license for the Station and any other licenses, permits or other authorizations issued by or pending before the FCC to Station Owner or any of its Affiliates in connection with the Station or the business and operation thereof.

"FCC Rules" means the rules and published policies of the FCC as in effect from time to time.

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

"High Definition" means distribution of Station programming in high definition utilizing a portion of the digital broadcast channel assigned to the Station similar in all material respects to the portion utilized by the Service Station to transmit its programming in high definition.

"Intellectual Property Rights" means patents, copyrights, trademarks, service marks,

trade secret rights or Know-How, and all copies and tangible embodiments thereof (in whatever form or media).

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

"Loss" means any loss, liability, damage or expense (including reasonable legal expenses and costs and any cost or expense arising from or incurred in connection with any action, suit, proceeding, claim or judgment) relating to any matter described in Section 12.1 or 12.2, as applicable, and as determined in accordance with Section 12.3 hereof.

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

"Multicast Digital Channel" means, with respect to the Station, any program streams and program-related material transmitted on the Station in addition to the Primary Channel; *provided, however*, that a Multicast Digital Channel shall be deemed to exclude the Excess Spectrum of the Station.

"MVPD" means Multichannel Video Programming Distributor, as defined by the FCC.

"Network" means any national television network that is party to a network affiliation agreement to which either (i) Station Owner is a party with respect to the Station, or (ii) Service Provider is a party with respect to the Service Station, as applicable.

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

"Primary Channel" means, with respect to the Station or the Service Station, the program stream designated by Station Owner or Service Provider, respectively, as the primary digital signal (in High Definition or standard definition) and program-related material transmitted thereby or thereon, which, for the avoidance of doubt, prior to the cessation of analog broadcasting by the Station and the Service Station pursuant to the federally mandated transition to digital television, was the program stream of the analog signal of the Station or the Service Station, as applicable.

"Reciprocal Option Agreement" means that certain Reciprocal Option Agreement, by and between the parties hereto, entered into as of the date hereof.

"Service Station Premises" means the facilities, premises and real property constituting the main studio of the Service Station and relating thereto and to the business and operation of the Service Station, which are located in West Palm Beach, Florida.

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

"Shared Services" means, collectively, the services to be provided by Service Provider pursuant to the terms and subject to the conditions of this Agreement, including the Equipment Services, Promotional Services, IT Services and all services related to the Delivered Programming and the Station Website.

"Station Premises" means the facilities, premises and real property constituting the main studio of the Station prior to the Commencement Date, which are located in West Palm Beach, Florida.

"Station Union Employee" means any employee of Station Owner whose terms and conditions of employment are subject to a collective bargaining agreement.

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

"Transaction Documents" means this Agreement, the Transition Plan and the Reciprocal Option Agreement, any amendments thereto, and the other documents, agreements and instruments executed by the parties hereto and thereto in connection therewith.

"Transferred Employees" has the meaning ascribed thereto in the Transition Plan.

"Transition Employees" has the meaning ascribed thereto in the Transition Plan.

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

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

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

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

Section 1.2 Other Capitalized Terms. Capitalized terms used herein that (a) are not defined herein and (b) are defined in the Transition Plan or the Reciprocal Option Agreement, shall have the meaning ascribed thereto in the Transition Plan or the Reciprocal Option Agreement.

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

<i>Term</i>	<i>Section/Schedule</i>
Adjusted Aggregate Expenses	Schedule A
Adjusted Aggregate Revenues	Schedule A
Adjusted Net Cash Flow	Schedule A
Agreement	Introduction
Ancillary Equipment	Section 3.3
Arbitration Rules	Section 13.9
Audit Referee	Section 13.10(c)
Delivered Programming	Section 4.3(b)
Communications Act	Section 2.1
Covered Agreements	Section 11.1
CPI	Section 7.3
Defense Counsel	Section 12.3(a)
Defense Notice	Section 12.3(a)
Delivered Programming	Section 4.3(a)
Delivered Website Content	Section 4.7
Delivering Party	Section 8.4
Direct Claim	Section 12.3(e)
Dispute	Section 13.9
Equipment Services	Section 4.1
Excluded Expenses	Schedule A
Excluded Revenues	Schedule A
Force Majeure Event	Section 13.2
Indemnified Party	Section 12.3(a)
Indemnifying Party	Section 12.3(a)
Initial Term	Section 8.1
IT Services	Section 4.5
Lease Terms	Section 3.2
Modified Network Agreement	Section 8.4
Non-Delivering Party	Section 8.4
Open Budget Item	Section 7.3
Performance Bonus	Section 6.2
Policy Statement	Section 4.3(b)
Promotional Services	Section 4.2
Ratings Agencies	Section 5.7
Relocation	Section 3.1(a)
Renewal Term	Section 8.1(b)
Service Provider	Introduction
Service Provider Assignee	Section 13.5(a)
Service Provider Indemnified Party	Section 12.2(a)
Service Station	Preamble
Service Station Adjustment Amount	Schedule A

<i>Term</i>	<i>Section/Schedule</i>
Shared Services Operating Budget	Section 7.1
Sharing Percentage	Schedule A
SSA Fee	Schedule A
Station Owner	Introduction
Station Owner Core Equipment	Section 3.4
Station Owner Facilities	Schedule 3.2
Station Owner Indemnified Party	Section 12.1(a)
Station Senior Employees	Section 5.2
Station Website	Section 4.6(a)
Term	Section 8.1(b)
Transition Plan	Preamble
Transition-Tail Period	Schedule 3.2
Unenforceability Event	Section 13.3

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

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

ARTICLE II -- GENERAL PRINCIPLES

Section 2.1 General Principles Governing Sharing Arrangements. All sharing arrangements contemplated by this Agreement shall be subject to, and are intended to comply in all respects with, the Communications Act of 1934, as amended (the "*Communications Act*"), the FCC Rules and all other Applicable Laws. The arrangements made pursuant to this Agreement shall not be deemed to constitute "joint sales," "program services," "time brokerage," "local marketing," "profit sharing," "revenue sharing" or similar arrangements, or a partnership, joint venture, or agency relationship between the parties, and no such arrangement shall be deemed to give Service Provider any right to control the policies, operations, management or any other matter relating to the Station.

ARTICLE III -- RELOCATION.

Section 3.1 General.

(a) Subject to Section 3.1(c) below, with respect to the Station Premises, each of Service Provider and Station Owner covenants to the other to use commercially reasonable efforts and to otherwise cooperate in good faith to relocate as expeditiously as reasonably practicable (i) the main studio location of the Station, and (ii) the office space of the Transferred Employees or Transition Employees, in each case, to the Service Station Premises (the "Relocation").

(b) Subject to Section 3.1(c) below, Service Provider and Station Owner agree to cooperate with each other in good faith and implement the Transition Plan, which is incorporated herein by reference and made a part of this Agreement.

(c) Station Owner covenants and agrees to use commercially reasonable efforts to obtain any FCC authorization that may be reasonably necessary to effectuate the Relocation, the Transition Plan, and the implementation of this Agreement.

Section 3.2 Access to Service Station Premises. During the Term, Service Provider shall make available to Station Owner such premises and facilities at the Service Station Premises (as defined in *Schedule 3.2* hereto) as may be reasonably necessary to (a) establish the main studio of the Station at such location and (b) for the employees of Station Owner to conduct the specific business and operations of the Station as provided for in this Agreement at such location; provided that all such access and use shall be pursuant to the terms and subject to the conditions set forth in *Schedule 3.2* attached hereto (the "Lease Terms").

Section 3.3 Relocation of Ancillary Equipment. On or before the Commencement Date, Station Owner shall relocate to the Service Station Premises the assets and equipment of the Station set forth on *Schedule 3.3* (collectively, the "Ancillary Equipment").

Section 3.4 Use of Equipment by Service Provider. Subject to Section 3.5 below, during the Term, Station Owner grants Service Provider the right to use (a) any item of equipment set forth on *Schedule 3.4* hereto (individually and collectively, "Station Owner Core Equipment") and (b) the Ancillary Equipment, in each case in connection with the Shared Services provided under this Agreement.

Section 3.5 No Modification to Title. Without limiting the payment obligations hereunder, including pursuant to the terms and subject to the conditions of Article 8 and *Schedule A* hereto, nothing in this Agreement shall be deemed or interpreted to limit or modify, or to otherwise effect a transfer or alteration of, Station Owner's title to those assets, tangible and intangible, owned by Station Owner, including the Ancillary Equipment and the Station Owner Core Equipment.

ARTICLE IV -- SHARED SERVICES.

As of the Commencement Date, and thereafter during the Term, subject to Station Owner's ultimate supervision and control and the terms and conditions set forth in Article 2

above, Service Provider agrees to provide to Station Owner the following services to support the business and operation of the Station; *provided* that such supervision and control shall not be deemed to permit Station Owner to expand in any material respect the obligations of Service Provider or to require Service Provider to incur any material additional obligation or liability hereunder:

Section 4.1 Technical Services and Equipment. Service Provider shall provide technical assistance to the Station, under the direction of the Station's Chief Operator, for the monitoring and maintenance of the Station's technical equipment and facilities and shall assist Station Owner with the installation, repair, maintenance and replacement of the Station's equipment and facilities pursuant to the terms and subject to the conditions of this Section 4.1 (the "*Equipment Services*"). In the event that it shall be reasonably necessary, consistent with good engineering practices and otherwise with the past practice of the Station or the Service Station, to repair or replace any Station Owner Core Equipment or Ancillary Equipment, Service Provider shall assist the Station Owner in such repair, but Station Owner shall be responsible for payment of the cost of such equipment and all third-party costs for repair and labor.

Section 4.2 Promotional Services. Service Provider shall be responsible under the direction of Station Owner for the promotion of the Station; *provided, however*, that Station Owner shall have the right to supplement the promotional efforts undertaken by Service Provider, but shall coordinate such efforts with Service Provider to maintain image consistency with Service Provider's promotional efforts (the "*Promotional Services*"). The Promotional Services shall include such efforts as may be commercially reasonable to maximize the ratings and revenues of the Station, but in all events shall be not less than efforts reasonably commensurate with those undertaken by Service Provider with respect to the Service Station. The Promotional Services shall include negotiating, subject to the supervision and control of Station Owner, ad buys on appropriate media for the promotion of the Station. For the avoidance of doubt, Station Owner shall retain ultimate authority over the use of such Promotional Services. Station Owner shall pay over to Service Provider all funds received by Station Owner each year from any Network and any other program syndicator or supplier for promotion of such Network or other programming on other stations or media, if any, and Service Provider shall use all such funds solely for their intended promotional or other similar purposes. For the avoidance of doubt, such revenue shall be deemed to not constitute Excluded Revenue in accordance with *Schedule A* hereto.

Section 4.3 Delivered Programming and Commercial Content.

(a) Service Provider shall prepare and provide to the Station Owner for broadcast, simulcast or rebroadcast on the Station, as applicable, local news, weather, traffic, sports, news and information, public affairs, public service programming and announcements, weather and other emergency alerts, as described more particularly in *Schedule 4.3(a)* hereof (the "*Delivered Programming*"), which Delivered Programming shall be less than twenty-five (25) hours per week and less than fifteen percent (15%) of the Station's broadcast hours for any week. The Delivered Programming shall include those programming matters set forth in *Schedule 4.3(a)*. Except as otherwise expressly provided herein, Service Provider shall be responsible for obtaining the rights to broadcast the Delivered Programming on the Station and for paying all costs incurred in obtaining such rights. To the extent permission is required to rebroadcast on

the Station any Delivered Programming under Section 325 of the Communications Act, Service Provider hereby grants Station Owner such permission. The Delivered Programming shall be subject to Service Provider's editorial judgment and the requirements of Section 4.3(b), including the Station Owner's right to reject or preempt Delivered Programming under Section 4.3(b) hereof. All Delivered Programming shall conform in all material respects with standards established by Station Owner and consistent with similar programming broadcast on Service Provider's own television broadcast stations, and shall otherwise conform to all Applicable Law, including the Communications Act, the FCC Rules and the intellectual property rights of third parties.

(b) Service Provider hereby grants a copyright license to Station Owner to broadcast on the Station the Delivered Programming during the Term and to otherwise deliver the Delivered Programming as part of any simulcast or rebroadcast of the Station's programming to and via any media, including mobile and other similar devices within the DMA during the Term; *provided, however*, that Service Provider otherwise retains all title, rights, and ownership to the Delivered Programming except as otherwise provided herein for use on the Station's Website pursuant to the terms and subject to the conditions of Section 4.6. Service Provider grants consent for Station Owner to authorize the retransmission within the Station's DMA by cable, telephone, and satellite companies or any other MVPD the portion of the Station's signal containing the Delivered Programming.

(c) All Delivered Programming shall comply with Applicable Law. Station Owner shall have the right to reject or preempt any Delivered Programming to present program material of greater local or national importance. Station Owner may reject any Delivered Programming if it reasonably determines that the broadcast of such material would violate Applicable Law or would otherwise be contrary to the public interest. Station Owner shall promptly notify Service Provider of any such rejection or preemption. *Schedule 4.3(b)* sets forth Station Owner's statement of policy (the "*Policy Statement*") with regard to the broadcast of the Delivered Programming.

(d) Service Provider shall provide to the Station production personnel, technical resources, equipment and facilities reasonably sufficient to produce such local commercial content as may be reasonably required by Station Owner for broadcast on the Station, including with respect to the development of local advertising on behalf of the Station's advertisers.

Section 4.4 Use of, and Access to, Facilities and Equipment. Service Provider shall provide to Station Owner, including its employees and agents, the right of access to, and use of, the Service Station Premises and other equipment and real property to an extent and in a manner reasonably sufficient to ensure and enable Station Owner to conduct broadcast operations of the Station consistent with, and pursuant to, the FCC Rules; provided that to the extent any facility is subject to the terms of a third-party lease, such access hereunder shall be subject in all respects to the terms and conditions of such lease. Except as may be required pursuant to Section 13.10 or in connection with Schedule A hereto, in no event shall (a) Station Owner, its Affiliates, or their respective officers, directors, employees, agents, or invitees have access to sales information or advertising rates or practices or any financial or accounting information of the Service Station, or (b) Service Provider, its Affiliates, or their respective officers, directors, employees, agents, or

invitees have access to sales information or advertising rates or practices or any financial or accounting information of the Station. Station Owner and Service Provider shall instruct their respective employees to not discuss or exchange with one another any information concerning their respective station's rates or sales practices or to engage in any activity otherwise prohibited by antitrust or fair trade laws or regulations under Applicable Law.

Section 4.5 Information Technology. Service Provider shall provide reasonable and customary information technology and network services necessary to conduct the business of the Station in a manner reasonably comparable to the Service Station, including with respect to human resources information technology services (the "*IT Services*"). The IT Services shall include the provision of wide-area-network connectivity between the Station and Station Owner's corporate headquarters and ancillary connectivity, including with respect to the national sales representative of the Station.

Section 4.6 Website Services.

(a) Station Owner shall maintain and operate a website for the Station (the "*Station Website*"), and shall be responsible for providing and shall provide substantially all materials and content for the Station Website, except as otherwise provided in this Section 4.6. Service Provider shall assist Station Owner with respect to the posting on the Station Websites of all materials required to be included on the Station Website pursuant to 47 C.F.R. §§ 73.2080 and 73.3526 or any other Applicable Law.

(b) Service Provider shall use commercially reasonable efforts to provide to Station Owner for display on the Station Website local news, weather, traffic, sports, and other information (collectively "*Delivered Website Content*") that in the reasonable editorial judgment of Service Provider will be of interest to the Station's community of license, which content may include content derived from the Delivered Programming. All Delivered Website Content shall be in a format suitable for use with the WorldNow web content service and otherwise compatible with the format required for the Station Website as operated as of the time immediately prior to the date hereof.

(c) Service Provider hereby grants a license for the Term to Station Owner to use any and all Delivered Website Content for display on the Station Website; *provided that* Service Provider shall otherwise retain all title, rights and ownership to the Delivered Website Content.

(d) Each party shall retain all rights and ownership in its pre-existing Intellectual Property Rights, including any names, product names, logos, trademarks, service marks, or other Intellectual Property. Neither party grants to the other party any right or license with respect to its Intellectual Property Rights except as otherwise provided under this Agreement.

Section 4.7 Exclusivity. During the Term, Service Provider covenants and agrees that it will not, directly or indirectly, and it will cause its applicable Affiliates to not, directly or indirectly, provide to any third party that owns or operates a broadcast television station in the DMA services substantially similar in any material respect to the services provided by Service Provider hereunder.

Section 4.8 Schedule A. For the avoidance of doubt, nothing in this Article IV, or Articles V and VI below, shall limit in any way the application of *Schedule A*.

ARTICLE V – CERTAIN RETAINED OBLIGATIONS OF STATION OWNER

Station Owner shall be responsible for and perform all services relating to the business and operation of the Station except for those services that Service Provider expressly agrees to provide pursuant to the terms and subject to the conditions of this Agreement. Among the services for which Station Owner shall remain responsible are those set forth in this Article V, including the following obligations with respect to the business and operations of the Station in accordance with and subject to the following provisions:

Section 5.1 Procurement of Programming. Station Owner shall maintain for the Station and shall provide separate managerial and other personnel to carry out the selection, procurement and scheduling of programming for the Station and to otherwise perform such duties and responsibilities retained by Station Owner hereunder and as may be required to comply with the Communications Act and the FCC Rules.

Section 5.2 Control of the Station and FCC Compliance. Station Owner shall continue to maintain full control over the operations of the Station, including programming, key personnel, facilities and finances. Station Owner shall be responsible for, and shall comply in all material respects with (a) the terms and conditions of the FCC Licenses with respect to the Station, including the requirements of the main studio rules, and (b) all applicable provisions of the Communications Act, the FCC Rules and all other Applicable Law with respect to the operation of the Station. Station Owner shall file in a timely and complete manner all reports and applications required to be filed with the FCC or any other Governmental Authority. Without limiting the generality of the foregoing, Station Owner shall employ at least two full-time employees (and no fewer than the number required to comply with Applicable Law) in connection with the business and management of the Station, one of whom shall be the station manager (collectively, the “*Station Senior Employees*”).

Section 5.3 Insurance. Station Owner shall maintain in effect policies of insurance insuring the assets and the business of the Station in accordance with good industry practices and consistent with the coverage in terms of scope of the coverage and amounts as provided under such policies as were in existence on the day prior to the Commencement Date, including casualty, property, and personal liability and libel, slander, defamation, invasion of privacy and related insurance.

Section 5.4 Certain Retained Payment Responsibilities. As between the parties hereto, Station Owner shall be solely responsible for all operating costs associated with the Station, including the cost of electricity, other utilities, taxes relating to the business and

operation of the Station; the salaries, insurance and all other costs for all personnel employed by Station Owner or its Affiliates; expenditures related to maintenance and filings with respect to the FCC Licenses relating to the Station and other expenses of compliance with the Communications Act and other Applicable Law in connection with Station Owner's ownership and operation of the Station, including attorneys' fees of Station Owner incurred in connection therewith; insurance premiums with respect to the business and property of Station Owner, and all payments for the acquisition or licensing of programming with respect to the Station and all music rights payments, if any, relating to the broadcast or transmission of announcements, advertising and programming on the Station, other than those associated with the Delivered Programming, which expenses shall not be deemed to constitute Excluded Expenses in accordance with *Schedule A* hereto; *provided, however, (a)* Station Owner shall provide and maintain at its expense all music license rights and copyright licenses for broadcast on the Station for music contained in the Delivered Programming that is in the repertoires of ASCAP, BMI and SESAC and will provide and maintain all rights and copyright licenses for all content in the Delivered Programming that is provided by the Associated Press, CNN, and Fox News Service; and *(b)* Service Provider shall be responsible for all other music license rights and other copyright licenses with respect to music or other content contained in the Delivered Programming except as expressly provided in the foregoing clause (a).

Section 5.5 Retransmission Consent Agreements. As between the parties hereto, Station Owner shall be solely responsible for the maintenance, enforcement and negotiation of retransmission consent agreements for the Station with cable, satellite and other multichannel video providers; *provided, however,* that Station Owner shall exercise its rights to mandatory carriage and retransmission consent for cable television and other multichannel video providers, including mobile receiving devices, in a manner that ensures the maximum possible distribution of the Station's signal on cable, direct-broadcast-satellite and other multichannel video programming distributors serving communities located in the Station's DMA.

Section 5.6 Preservation of FCC Licenses. Station Owner shall not take any action or unreasonably omit to take any action that would be reasonably likely to result in a *(a)* revocation, non-renewal or material impairment of the FCC Licenses, *(b)* material adverse effect upon the Station's transmitters, antennae and other material assets included in the Station's transmission facilities or *(c)* material breach or default under the terms of any of the Covered Agreements.

Section 5.7 Ratings Information. To the extent permitted under the terms of any applicable agreement with a third party or Applicable Law, Station Owner shall provide to Service Provider such routine ratings information and ratings reports with respect to the Station as are customarily prepared or obtained by the Station in the ordinary course of business as Service Provider may reasonably request from time to time. Except as otherwise agreed by the parties hereto, Station Owner shall maintain (including timely payment of all fees) any agreements with The Nielsen Company or its affiliates or other ratings information providers customarily used by the Station as a source of local station research information for the Station (collectively, the "*Ratings Agencies*").

Section 5.8 Network Affiliation. During the Term, Station Owner shall use commercially reasonable efforts to maintain and renew the current Network affiliation agreement with respect to the Station (including the Primary Channel and the Multicast Digital Channel) on

terms and conditions substantially similar to those agreed to by Station Owner or any of its Affiliates with such Network with respect to any other station owned or operated by Station Owner or its Affiliates.

Section 5.9 Maintenance of Normal and Usual Transmissions of the Station.

Subject to the obligations of Service Provider hereunder, Station Owner shall use commercially reasonable efforts, consistent with good engineering practices and the past practices of the Station, to continue the normal and usual transmissions of the Station so as to provide a broadcast signal twenty-four (24) hours each day for seven (7) days each week at the Station's full authorized facilities, with such exceptions as (a) may be consistent with the past practice of the Station, (b) permitted by the FCC Rules without the requirement of a Special Temporary Authorization, or (c) otherwise necessitated by, or arising from: (i) normal and usual equipment maintenance; (ii) the occurrence of a Force Majeure Event; (iii) any equipment or facilities damage or repair work; (iv) any act or omission of Service Provider (or any third party acting on behalf of or as agent of the Service Provider); and (v) any act or omission of any third party who is not officer, employee or agent of Station Owner or an Affiliate thereof or of a third party that Controls or is Controlled by Station Owner.

Section 5.10 High Definition Transmittal of Programming.

(a) Without limiting the generality of Section 5.9 above, and subject to Section 5.10(c) below, Station Owner shall use commercially reasonable efforts to broadcast its Network programming, syndicated programming, locally produced programming and commercial and promotional content with respect to the Primary Channel and the Multicast Digital Channel in High Definition with respect to all means of applicable transmission, including by over-the-air broadcast and by MVPD transmission.

(b) To the same extent consistent with the programming Service Provider provides for the Service Station, the Delivered Programming shall be provided to the Station by Service Provider in High Definition format.

(c) In connection with the technical services to be provided by Service Provider hereunder, including pursuant to Section 4.4 above, Service Provider covenants and agrees to provide to Station Owner technical facilities and related technical services that are reasonably sufficient to permit Station Owner to broadcast the Station programming with respect to the Primary Channel and the Multicast Digital Channel in High Definition.

Section 5.11 Maintenance of Certain Real Property Rights. Station Owner shall maintain in effect all leasehold rights or other rights in real property that may be necessary to operate the Station Owner Core Equipment as of the date hereof.

ARTICLE VI – CONSIDERATION AND COSTS.

Section 6.1 SSA Fee. In consideration for the Shared Services to be provided to Station Owner by Service Provider pursuant to this Agreement, Station Owner shall pay to Service Provider for each calendar month during the Term the SSA Fee, as described in and calculated in accordance with *Schedule A* hereto. The SSA Fee shall be paid in the

circumstances and subject to the further terms and conditions described in *Schedule A* hereto. The SSA Fee shall be payable monthly, in arrears, as set forth in *Schedule A* hereto.

Section 6.2 Performance Bonus. In further consideration for the performance of the Shared Services by Service Provider pursuant to this Agreement, Service Provider shall have the right to earn a bonus fee (the "*Performance Bonus*"), which Performance Bonus shall be calculated and paid in the circumstances and subject to the further terms and conditions described in *Schedule A* hereto.

Section 6.3 Service Provider Costs. Service Provider shall be solely responsible for making all payments of the salaries, taxes and related costs for all personnel employed by Service Provider who are used by Service Provider in the performance of Service Provider's obligations hereunder, which expenses shall not be deemed to constitute Excluded Expenses in accordance with *Schedule A* hereto.

ARTICLE VII -- SHARED SERVICES OPERATING BUDGET

Section 7.1 Budget Preparation. In advance of each calendar year during the Term, Service Provider shall prepare a budget with respect to costs, expenses and capital expenditures to be incurred or expended in connection with the Shared Services on behalf of the Station and comparable services on behalf of the Service Station for the applicable year (the "*Shared Services Operating Budget*"). The Service Provider and Station Owner will use commercially reasonable efforts and will cooperate with each other, in good faith, to prepare, no later than [REDACTED] a Shared Services Operating Budget with respect to the calendar year [REDACTED] and, when prepared and agreed upon by both parties, the Shared Services Operating Budget will be attached hereto as *Schedule 7.1* and will be deemed approved for purposes of this Agreement.

Section 7.2 Budget Approval. Each subsequent Shared Services Operating Budget shall be subject to review and approval by the parties, acting together and in good faith. In the event that the parties shall approve the Shared Services Operating Budget, whether in its entirety or with respect to certain budget line items therein, all costs, expenses and expenditures contemplated by such Shared Services Operating Budget or with respect to such budget line items as shall have been approved, as applicable, shall not be deemed Excluded Expenses in accordance with *Schedule A* hereto.

Section 7.3 Roll-Over Budgets and CPI Adjustment. Each year following the [REDACTED] Shared Services Operating Budget, the parties hereto covenant and agree to work together in good faith to prepare a new annual Shared Services Operating Budget. In the event that the parties are unable to agree upon and approve a new Shared Services Operating Budget or certain budget line items therein (an "*Open Budget Item*") for any such year, the parties shall apply and use the corresponding item contained in the approved Shared Services Operating Budget for the immediately prior year (whether a particular line item or the Shared Services Operating Budget as a whole), adjusted by an amount equal to the percentage change in the Consumer Price Index for all items as published by the Bureau of Labor Statistics of the U.S. Department of Labor for the preceding calendar year (the "*CPI*") (or if such index ceases to be published, the percentage change in such other index selected by mutual agreement of the parties that most nearly reflects the same information as the CPI).

Section 7.4 No Limitation on Station Spending. The parties acknowledge and agree that the Shared Services Operating Budget is intended to evidence, facilitate and better effectuate the cost-savings contemplated by the Transaction Documents and the fee arrangements contemplated hereunder. Nothing in this Agreement, including the provisions of this Article 7, shall be deemed or construed to limit or modify the discretion of either party to incur expenses, make payments or undertake capital expenditures with respect to the Station or Service Station, as applicable.

ARTICLE VIII -- TERM AND TERMINATION.

Section 8.1 Term.

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

(b) **Renewal Term.** This Agreement shall be renewed automatically for one additional term of ten (10) years (the "**Renewal Term**") commencing on the day following the expiration of the Initial Term (the Initial Term and the Renewal Term hereinafter referred to as the "**Term**"); unless Service Provider or Station Owner delivers to the other at least one hundred eighty (180) days before the expiration date of the Initial Term written notice of its election to so not renew.

Section 8.2 Termination.

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

(b) **Termination by Station Owner or Service Provider.** This Agreement may be terminated by Station Owner or Service Provider, by written notice to the other, upon the occurrence of any of the following events; *provided* that any such termination shall be effective as of the date one hundred eighty (180) days after delivery of such notice; *provided, however*, that if termination of this Agreement is required by Applicable Law as of an earlier date than such 180th day, then in such event termination shall be deemed effective as of such earlier date required by Applicable Law:

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

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

(c) *Termination by Service Provider.* This Agreement may be terminated by Service Provider, by written notice to Station Owner, upon the occurrence of any of the following events, *provided* that any such termination shall be effective as of the date one hundred eighty (180) days after such notice:

(i) if Service Provider is not then in material breach and Station Owner is in material breach under this Agreement or any other Transaction Document (other than a breach by Station Owner of any of its payment obligations hereunder) and Station Owner has failed to cure such breach within forty-five (45) days after receiving written notice of such breach from Service Provider, or if Service Provider is not then in material breach and Station Owner breaches any of its payment obligations to Service Provider hereunder (other than any such payment obligation that is being contested in good faith) which breach shall not have been cured within fifteen (15) days after receiving written notice of such breach from Service Provider;

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

(iii) if, at any time during the Term, the Station, with respect to its Primary Channel, is not a Network affiliate of a Major Television Network, *provided* that the failure of the Station to be a Network affiliate of a Major Television Network, including upon a termination of the network affiliation agreement of the Station, shall not have been proximately caused by any act or omission of Service Provider.

(d) *Termination by Station Owner.* This Agreement may be terminated by Station Owner, by written notice to Service Provider, upon the occurrence of any of the following events, *provided* that any such termination shall be effective as of the date one hundred eighty (180) days after such notice:

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

(ii) if Service Provider or any of its Affiliates makes a general assignment for the benefit of creditors, files, or has filed against it a petition for bankruptcy, reorganization or an arrangement for the benefit of creditors, or for the

appointment of a receiver, trustee, or similar creditor's representative for the property or assets of Service Provider or any of its Affiliates under any federal or state insolvency law which, if filed against Service Provider or any of its Affiliates, has not been dismissed within thirty (30) days thereof; or

(iii) if, at any time during the Term, the Service Station is not a Network affiliate of a Major Television Network; *provided* that the failure of the Service Station to be a Network affiliate of a Major Television Network, including upon a termination of the network affiliation agreement of the Service Station, shall not have been proximately caused by any act or omission of Station Owner.

(e) *Upon Restraint of this Agreement.* If any order of any Governmental Authority shall be in effect, including as a result of a Third Party Claim, and including any preliminary injunction or temporary restraining order, or there shall be any Applicable Law, the effect of which shall be to prohibit or enjoin the performance of this Agreement, then either party shall have the right to terminate this Agreement upon written notice to the other, which notice shall be effective as of the date one hundred eighty (180) days after such notice hereunder; *provided, however,* that in the event that outside counsel to the terminating party shall advise such party that such order of the applicable Governmental Authority or Applicable Law shall require termination of this Agreement as of a date earlier than such one hundred eighty (180) - day period contemplated hereunder, then such notice of termination shall be effective as of such earlier date required by such Governmental Authority or Applicable Law, as the case may be.

(f) *Termination Due to Modified Network Agreement.* This Agreement may be terminated by the Non-Delivering Party pursuant to the terms and subject to the conditions of Section 8.4 below; *provided* that any such termination shall be effective as of the date one hundred eighty (180) days after delivery of such notice; *provided, however,* that if termination of this Agreement is required by Applicable Law as of an earlier date than such 180th day, then in such event termination shall be deemed effective as of such earlier date required by Applicable Law.

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

(h) *Termination By Service Provider Upon Sale Of Station.* Within three hundred and sixty five (365) days following consummation of any transfer or assignment of the FCC license of the Station to a third party not controlled by or under common control with the Station Owner, the Service Provider, upon one hundred and twenty (120) days written notice to the transferee or assignee, may terminate this Agreement.

(i) *Termination By Station Owner Upon Sale Of Service Station.* Within three hundred and sixty-five (365) days following consummation of any transfer or assignment of the FCC license of the Service Station to a third party not controlled by or under common control with the Service Provider, the Station Owner, upon one hundred and twenty (120) days written notice to the transferee or assignee, may terminate this Agreement.

Section 8.3 Certain Matters Upon Termination.

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

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

Section 8.4 Modified Network Affiliation Agreements; Notice and Termination.

Upon any renewal, extension, amendment or modification to any Network affiliation agreement relating to either of the Primary Channel of the Station or the Primary Channel of the Service Station, as applicable (a "Modified Network Agreement"), the party that is subject to such Modified Network Agreement (the "Delivering Party") shall provide within five (5) Business Days to the other party (the "Non-Delivering Party") written notice of such renewal, extension, amendment or modification together with a copy of such Modified Network Agreement, subject to any lawful confidentiality provisions in such Modified Network Agreement. In the event that there shall be a Modified Network Agreement, the terms and conditions set forth in *Schedule 8.2(f)* shall apply.

ARTICLE IX -- REPRESENTATIONS AND WARRANTIES OF STATION OWNER

Station Owner represents and warrants to Service Provider as follows:

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

Section 9.2 Absence of Conflicting Agreements or Consents. The execution, delivery, and performance by Station Owner of this Agreement and the documents contemplated hereby (with or without the giving of notice, the lapse of time, or both): (a) will not conflict with the organizational documents of Station Owner; (b) to the actual knowledge of Station Owner or its respective Affiliates, does not conflict with, result in a breach of, or constitute a default under any law, judgment, order, ordinance, injunction, decree, rule, regulation, or ruling of any court or governmental instrumentality applicable to Station Owner; (c) does not conflict with, constitute grounds for termination of, result in a breach of, constitute a default under, or accelerate or permit the acceleration of any performance required by the terms of any agreement, instrument, license, or permit to which Station Owner is a party or by which it is bound as of the date of this Agreement; and (d) will not create any claim, lien, charge, or encumbrance upon any of the assets of the Station owned by Station Owner.

ARTICLE X -- REPRESENTATIONS AND WARRANTIES OF SERVICE PROVIDER

Service Provider represents and warrants to Station Owner as follows:

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

Section 10.2 Absence of Conflicting Agreements and Required Consents. The execution, delivery, and performance by Service Provider of this Agreement and the documents contemplated hereby (with or without the giving of notice, the lapse of time, or both): (a) will not conflict with the organizing documents of Service Provider; (b) to the actual knowledge of Service Provider or its Affiliates, does not conflict with, result in a breach of, or constitute a default under, any law, judgment, order, ordinance, injunction, decree, rule, regulation, or ruling of any court or governmental instrumentality applicable to Service Provider; and (c) does not conflict with, constitute grounds for termination of, result in a breach of, constitute a default under, or accelerate or permit the acceleration of any performance required by the terms of, any agreement, instrument, license or permit to which Service Provider is a party or by which it is bound as of the date hereof.

ARTICLE XI -- COORDINATION UNDER CERTAIN COVERED AGREEMENTS.

Section 11.1 Covered Agreements. With respect to those certain non-programming contracts and other agreements relating to the business of the Station set forth on *Schedule 11.1* hereto (collectively, the "*Covered Agreements*"), in consideration of the mutual execution and delivery of this Agreement and the other Transaction Documents and for the consideration contemplated therein and the premises thereof, on and as of the Commencement Date, Service Provider and Station Owner shall use commercially reasonable efforts and otherwise cooperate to the extent practicable in effecting a lawful and commercially reasonable arrangement under which Service Provider and Station Owner, as applicable, shall receive the benefits under each Covered Agreement during the Term and the party to such Covered Agreement shall continue to pay and perform its obligations arising under such Covered Agreement during the Term in accordance with its terms. The arrangements contemplated by this Section 11.1 are intended to facilitate the provision of services by Service Provider hereunder for the benefit of Station Owner and are not intended to, and shall not be deemed, to effect an assignment of any such Covered Agreement. To the extent Station Owner elects to terminate or otherwise cancel any contracts or other agreements relating to the business of the Station in connection with the execution and delivery of this Agreement or any other Transaction Document, exclusive of Covered Agreements, Station Owner shall be solely liable for any expense related to or arising from such termination or cancellation.

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

ARTICLE XII -- INDEMNIFICATION AND REMEDIES.

Section 12.1 By Service Provider.

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

- (i) any act or omission of Service Provider, its Affiliates or their respective officers, directors, employees, agents or invitees;
- (ii) the performance of the Shared Services in a manner materially inconsistent with the then-prevailing standards of the television and broadcast industry;
- (iii) any breach by Service Provider of any of its obligations, representations, warranties, covenants and other agreements hereunder or under any other Transaction Document;
- (iv) any Delivered Programming; or
- (v) any Delivered Website Content (exclusive in all events of any material, content or programming provided by Station Owner.

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

(c) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR IN THE OTHER TRANSACTION DOCUMENTS, IN NO EVENT SHALL (i) SERVICE PROVIDER BE LIABLE UNDER THIS SECTION 12.1 FOR PUNITIVE, TREBLE, EXEMPLARY, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES THAT ARE NOT ACTUAL DAMAGES IN ACCORDANCE WITH APPLICABLE LAW; OR (ii) SERVICE PROVIDER'S INDEMNIFICATION OBLIGATIONS UNDER THIS SECTION 12.1 EXTEND TO DAMAGES TO THE EXTENT ARISING OUT OF OR RESULTING FROM A BREACH BY STATION OWNER OF ITS REPRESENTATIONS, WARRANTIES, COVENANTS OR AGREEMENTS IN THIS AGREEMENT OR THE OTHER TRANSACTION DOCUMENTS, OR FROM THE

NEGLIGENCE OR WILLFUL MISCONDUCT OF STATION OWNER OR ANY OF THEIR EMPLOYEES, AGENTS OR AFFILIATES.

(d) Service Provider shall not be subject to the indemnification obligations set forth in this Section 12.1 unless an individual claim filed hereunder exceeds [REDACTED] or claims in the aggregate exceed [REDACTED].

Section 12.2 By Station Owner.

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

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

(ii) any libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights resulting from or relating to all material broadcast on the Station following the Commencement Date other than the Delivered Programming or any matter otherwise subject to indemnification pursuant to the terms and subject to the conditions of Section 12.1;

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

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

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

(vi) without limiting paragraph (ii) above, (A) the business and operation of the Station (including the Station Website) or (B) any act or omission of Station Owner, its Affiliates or their respective officers, directors, employees, agents or invitees, except (with respect to both the prior clauses (A) and (B)) for liabilities expressly assumed by Service Provider in this Agreement or otherwise subject to indemnification pursuant to the terms and subject to the conditions of Section 12.1 above.

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

(c) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR IN THE OTHER TRANSACTION DOCUMENTS, IN NO EVENT SHALL (i) STATION OWNER BE LIABLE UNDER THIS SECTION 12.2 FOR PUNITIVE, TREBLE, EXEMPLARY, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES THAT ARE NOT ACTUAL DAMAGES IN ACCORDANCE WITH APPLICABLE LAW; OR (ii) STATION OWNER'S INDEMNIFICATION OBLIGATIONS UNDER THIS SECTION 12.2 EXTEND TO DAMAGES TO THE EXTENT ARISING OUT OF OR RESULTING FROM A BREACH BY SERVICE PROVIDER OF ITS REPRESENTATIONS, WARRANTIES, COVENANTS OR AGREEMENTS IN THIS AGREEMENT OR THE OTHER TRANSACTION DOCUMENTS, OR FROM THE NEGLIGENCE OR WILLFUL MISCONDUCT OF SERVICE PROVIDER OR ANY OF ITS EMPLOYEES, AGENTS OR AFFILIATES.

(d) Station Owner shall not be subject to the indemnification obligations set forth in this Section 12.2 unless an individual claim filed hereunder exceeds [REDACTED] or claims in the aggregate exceed [REDACTED].

Section 12.3 Procedure.

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

(b) If the Indemnifying Party shall fail to give a Defense Notice, it shall be deemed to have elected not to conduct the defense of the subject Third Party Claim, and in such event the Indemnified Party shall have the right to conduct such defense in good faith. If the Indemnified Party defends any Third Party Claim, then the Indemnifying Party shall reimburse the Indemnified Party for the costs and expenses of defending such Third Party Claim upon

submission of periodic bills. If the Indemnifying Party elects to conduct the defense of the subject Third Party Claim, the Indemnified Party may participate, at his or its own expense, in the defense of such Third Party Claim; *provided, however*, that such Indemnified Party shall be entitled to participate in any such defense with separate counsel at the expense of the Indemnifying Party if (i) so requested by the Indemnifying Party to participate or (ii) in the reasonable opinion of counsel to the Indemnified Party, a conflict or potential conflict exists between the Indemnified Party and the Indemnifying Party that would make such separate representation advisable; and *provided, further*, that the Indemnifying Party shall not be required to pay for more than one counsel for all Indemnified Parties in connection with any Third Party Claim.

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

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

(e) It is the intent of the parties that all direct claims by an Indemnified Party against a party not arising out of Third Party Claims shall be subject to and benefit from the terms of this Section 12.3. Any claim under this Section 12.3 by an Indemnified Party for indemnification other than indemnification against a Third Party Claim (a "*Direct Claim*") will be asserted by giving the Indemnifying Party reasonably prompt written notice thereof, and the Indemnifying Party will have a period of twenty (20) days within which to satisfy such Direct Claim. If the Indemnifying Party does not so respond within such twenty (20)-day period, the Indemnifying Party will be deemed to have rejected such claim, in which event the Indemnified

Party will be free to pursue such remedies as may be available to the Indemnified Party under this Article 12.

(f) A failure by an Indemnified Party to give timely, complete, or accurate notice as provided in this Section 12.3 shall not affect the rights or obligations of either party hereunder or under any other Transaction Document except to the extent that, as a result of such failure, any party entitled to receive such notice was deprived of its right to recover any payment under its applicable insurance coverage or was otherwise materially adversely affected or damaged as a result of such failure to give timely, complete, and accurate notice.

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

Section 12.4 Risk of Loss. Except to the extent otherwise provided pursuant to the terms and subject to the conditions of Section 12.1, 12.2 and 12.3 above, as applicable, the risk of Loss with respect to any real property or tangible personal property shall be with the owner thereof, whether Station Owner or Service Provider, as the case may be.

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

Section 12.6 Exclusivity. After the Commencement Date, the indemnification provided by this Article 12 shall be the sole and exclusive remedy of either of Service Provider and Station Owner against the other party hereto for any claim arising out of a breach of any representation, warranty, covenant or agreement herein or otherwise in connection with this Agreement or any other Transaction Document; *provided that* this Article 12 shall not prohibit (a) injunctive relief (including specific performance) pursuant to Section 12.5 of this Agreement or if available under Applicable Law or (b) any other remedy available at law or in equity for any fraud committed in connection with this Agreement or any other Transaction Document.

ARTICLE XIII -- MISCELLANEOUS.

Section 13.1 Survival. Notwithstanding anything to the contrary contained within this Agreement or any other Transaction Document, Articles 2, 12, and 13, Section 5.2 and paragraph © of *Schedule 3.2*, shall survive the termination or expiration of this Agreement.

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

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

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

Section 13.5 Assignment; Benefit; Binding Effect.

(a) Except as otherwise expressly provided below in this Section 13.5, no party may assign this Agreement or delegate its obligations under this Agreement without the prior written consent of the other party hereto. Service Provider shall assign its rights and delegate its obligations under the Transaction Documents to any (i) successor in interest as the operator or licensee of the Service Station or (ii) purchaser of all or substantially all of the assets of such Service Station, including a bankruptcy trustee, a debtor in possession or a reorganized debtor (each a "Service Provider Assignee").

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

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

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

Section 13.7 Relationship of the Parties; Nature of Services; Agents. Neither this Agreement nor any other Transaction Document is intended to be, or shall be construed as, an agreement to form a partnership, a joint venture between the parties or any other arrangement (including a time brokerage arrangement or local marketing arrangement) that would give Service Provider an attributable interest in the Station under the FCC Rules. Except as otherwise specifically provided in this Agreement, no party shall be authorized to act as an agent of or otherwise to represent any other party hereto. Service Provider shall have the right, with respect to its obligations under this Agreement and the other Transaction Documents, to designate agents

or otherwise subcontract with a third party to perform such obligations or portion thereof; *provided* that no such designation shall limit or modify the obligations or liability of Service Provider under this Agreement or any other Transaction Document.

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

Section 13.9 Interpretation. The headings in this Agreement are inserted for convenience only and shall not constitute a part hereof. Except where the context requires otherwise, whenever used in this Agreement, the singular includes the plural, the plural includes the singular, the use of any gender is applicable to all genders and the word "or" has the inclusive meaning represented by the phrase "and/or." The words "include" and "including" and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words "without limitation." A reference in this Agreement to an Article, Section, Exhibit or Schedule is to the referenced Article, Section, Exhibit or Schedule of this Agreement. The wording of this Agreement shall be deemed to be the wording mutually chosen by the parties and no rule of strict construction shall be applied against either party. Unless expressly provided otherwise, all dollar figures in this Agreement are in the currency of the United States of America.

Section 13.10 Audit Rights.

(a) **Books and Records.** Each party shall keep complete and accurate books and records, including electronic records, pertaining to the payment obligations under this Agreement and the other Transaction Documents in sufficient detail to calculate the payments payable hereunder and thereunder and such books and records shall be retained by the applicable party until the later of (i) three (3) years after the end of the period to which such books and records pertain, (ii) for such longer period as may be required by Applicable Law, (iii) eighteen (18) months following the expiration or effective date of termination of this Agreement or (iv) the pendency of any audit or audit dispute as contemplated by paragraphs (b) and (c) below.

(b) **Audit Requests.** At the request of either party, the other party shall, and shall cause its Affiliates, to permit a certified public accountant or a natural person possessing similar professional status or associated with a national independent accounting firm or another accounting firm reasonably acceptable to the both parties, during regular business hours and upon reasonable notice, to examine those books and records which are directly pertinent to the provisions of this Agreement or any other Transaction Document and which are maintained by the other party or such other party's affiliates pursuant to paragraph (a) above; *provided, however,* that no audit may be conducted with respect to books and records beyond the scope of such paragraph (a) Such examinations may not (i) be conducted for any period more than three (3) years after the end of such period, or (ii) be conducted more than four times in any twelve (12)-month period. Except as provided below, the cost of this examination shall be borne by the party invoking the audit rights hereunder, unless the audit reveals a variance of more than five percent (5%) from the amounts reported or with respect to payments properly due pursuant to the Transaction Documents, in which case the audited party shall bear, or reimburse the auditing party, for the cost of the audit. Unless disputed pursuant to paragraph (c) below, if such

audit concludes that additional fees or other payments were owed or that excess payments were made, the paying party shall pay the additional amounts or the receiving party shall reimburse such excess payments within thirty (30) days after the date on which such accounting firm's written report is delivered to the parties. This paragraph (b) shall survive the termination or expiration of the Agreement for a period of eighteen (18) months following the expiration or effective date of termination of this Agreement.

(c) **Audit Dispute.** In the event of a dispute between the parties regarding the books and records or the matters contemplated in paragraphs (a) and (b) above during the Term or the period eighteen (18) months following the expiration or effective date of termination of this Agreement, the parties shall work in good faith to resolve the disagreement. If the parties are unable to reach a mutually acceptable resolution of any such dispute within thirty (30) days, the dispute shall be submitted for arbitration to a certified public accounting firm selected by each party's certified public accountants or to such other arbitrator as the parties shall mutually agree (the "**Audit Referee**"). The decision of the Audit Referee shall be final and the costs of such arbitration as well as the initial audit shall be borne between the parties in such manner as the Audit Referee shall determine. Subject to Section 12.6, not later than fifteen (15) days after such decision, the paying party shall pay the additional fees, as the case may be, or the receiving party shall reimburse such excess payments, in accordance with such decision of the Audit Referee. Without limiting the finality of the decision of the Audit Referee as provided above, recourse to the dispute resolution procedures of this Section 13.10(c) shall be, prior to the selection of an Audit Referee, a non-exclusive forum for dispute resolution. This Section 13.10(c) shall survive the termination or expiration of this Agreement in accordance with its terms.

Section 13.11 Counterparts and Transmission of Signatures. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed original counterpart of this Agreement.

Section 13.12 Amendment; Waiver; Entire Agreement. This Agreement and the attachments and Schedules hereto (which are hereby incorporated by reference and made a part hereof), together with the other Transaction Documents, when executed and delivered by the parties thereto, collectively represent the entire understanding and agreement among the parties hereto with respect to the subject matter hereof and thereof and supersede all prior agreements with respect to the subject matter hereof and thereof. No term or provision hereof may be changed, modified, terminated or discharged (other than in accordance with its terms), in whole or in part, except by a writing which is dated and signed by the parties hereto. No waiver of any of the provisions or conditions of this Agreement or of any of the rights, powers or privileges of a party hereto shall be effective or binding unless in writing and signed by the party claimed to have given or consented to such waiver.


SIGNATURE PAGE FOLLOWS

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

RAYCOM MEDIA, INC.

SCRIPPS MEDIA, INC.

By: _____
Name:
Title:

By: 
William Appleton
Senior Vice President and General
Counsel

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

RAYCOM MEDIA, INC.

SCRIPPS MEDIA, INC.

By: Caul H. McTeer, Jr.
Name: Paul H. McTeer, Jr.
Title: President & CEO

By: _____
Brian Lawlor
Senior Vice President, Television

Schedule B

Notices

If to Station Owner:

Raycom Media, Inc.
RSA Tower, 20th Floor
Montgomery, Alabama 36104
Attention: Paul McTear
President and Chief Executive Officer
Fax: (334) 206-1555

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

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

If to Service Provider:

Scripps Media, Inc.
312 Walnut Street, 28th Floor
Cincinnati, OH 45202
Attention: Brian Lawlor, Senior Vice President – Television
Phone: 513-977-3761
Fax: 513-977-3728

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

William Appleton, Esq.
Senior Vice President and General Counsel
Scripps Media, Inc.
312 Walnut Street, 28th Floor
Cincinnati, OH 45202
Phone: 513-977-3997
Fax: 513-977-3042

and

Wade H. Hargrove, Esq.
Brooks, Pierce, McLendon, Humphrey & Leonard, LLP
150 Fayetteville Street, Suite 1600
Raleigh, NC 27601
Phone: 919-834-9216
Fax: 919-839-0304

Schedule 3.2

Lease Terms

In connection with the Relocation, Service Provider shall provide Station Owner with office space, equipment, and furnishings in Service Station Premises (the "*Station Owner Facilities*") as follows:

(a) During the Term, Service Provider shall provide to Station Owner's employees and agents, at no additional cost, the non-exclusive right, in common with Service Provider, to access and use of space and facilities in the Service Station Premises, including furnishings and office equipment for a main studio for Station Owner's Station, accommodation of Station Owner's studio transmitter links, and sufficient space to permit Station Owner to maintain and make available to the public the Station's public inspection file and otherwise satisfy the applicable "main studio" requirements under the FCC Rules at such locations in or near the Service Station Premises, in each case as may be mutually acceptable to Service Provider and Station Owner and in accordance with the applicable requirements of the FCC, so long as the provision of such space and the use of such equipment do not unreasonably interfere with the conduct of Service Provider's business or operations. Station Owner acknowledges and agrees that (i) it has been inspected and accepts the Station Owner Facilities in their "as is" condition, without any representations or warranties by Service Provider, or anyone acting or purporting to act on behalf of Service Provider, as to the present or future condition of such Station Owner Facilities, except as specifically set forth in this Agreement; and (ii) Service Provider shall have no obligation to perform any work therein, except as specifically set forth in this Agreement.

(b) During the Term, Service Provider shall give Station Owner and its agents a nonexclusive and unrestricted right of access, in common with Service Provider, to the space provided for Station Owner at the Service Station Premises under subparagraph (a) above at all times, subject only to Service Provider's reasonable security procedures and rules applicable to its own employees, as the Station Owner reasonably requires for the conduct of the business of Station and to fulfill its obligations as an FCC licensee. Station Owner shall not use the Service Station Premises for any other purposes without the prior written consent of Service Provider. Station Owner shall use and occupy the Station Owner Facilities in compliance with all Applicable Laws, ordinances, requirements and regulations of any applicable governmental authority and in accordance with all superior leases, mortgages, deeds of trust and encumbrances of record. The rights granted under this section shall include the incidental benefit and reasonable right of use of utilities (heat, water, electricity) provided for purposes of Service Provider's own operations. In addition, Service Provider shall provide separate, and to the extent reasonably practicable, lockable office facilities for use by Station Owner's managerial employee(s) and shall permit Station Owner to install appropriate signs on the inside and outside of the Service Station Premises (consistent with applicable local requirements governing such signage, if any, and the overall appearance of the Service Station Premises) identifying Station Owner as the owner and licensee of the Station and subject to Service Provider's reasonable prior approval. No alterations or additions may be made to the Station Owner Facilities or the Service Station Premises without the prior written consent of Service Provider, in its sole and absolute discretion, except as otherwise permitted under the Agreement.

(c) Station Owner shall be given a transition period ("*Transition-Tail Period*") of not less than ninety (90) days following the expiration or notice of termination of this Agreement in which to relocate the operations of the main studio of the Station and shall surrender the Station Owner Facilities at such time in substantially the same condition as Station Owner received such Station Owner Facilities upon commencement of the Initial Term (including removing all signage installed by Station Owner), subject only to reasonable wear and tear. All costs incurred by Station Owner with respect to removal and relocation of the operations and signage and other equipment and facilities of the main studio of the Station following such termination shall be paid by Station Owner. During such Transition-Tail Period, Station Owner shall have access to the Service Station Premises in the same manner as during the Term. Such Transition-Tail Period may be lengthened upon such terms and conditions as may be mutually agreeable to the parties in writing. If Station Owner holds over beyond the expiration of the Transition-Tail Period, then, in addition to all other rights and remedies of Service Provider provided by law or by the terms of this Agreement, Station Owner shall pay to Service Provider an amount equal to the monthly SSA Fee and Performance Bonus last payable by Station Owner under this Agreement prior to termination of this Agreement for each month or partial month of such holdover; *provided that*, in such event, at any time, Service Provider, without waiving any other remedy that it may have, may use legal process to enter upon, take possession of the Station Owner Facilities and expel or remove Station Owner and any other Person in occupancy thereof from the Service Station Premises. Nothing contained in this Agreement shall be deemed a consent by Service Provider to the holding over by Station Owner, nor a waiver of any other remedy which may be available to Service Provider. The obligations of Station Owner under this subparagraph (c) shall survive the termination of this Agreement.

(d) Station Owner shall not assign its rights under this *Schedule 3.2* or sublet or permit the occupancy or use of Station Owner Facilities by any Person or entity other than Station Owner, except as otherwise permitted under this Agreement.

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

Schedule 4.3(a)

Schedule of Delivered Programming

As of the Commencement Date, Service Provider shall be permitted to provide the Delivered Programming in accordance with the terms and subject to the conditions of this Agreement.

At any time and from time to time following the Commencement Date, Service Provider may designate by written notice to Station Owner the days and times during which the Delivered Programming shall be broadcast on the Station, and Station Owner shall commence the broadcast of such Delivered Programming no later than fourteen (14) days following its receipt of such notice, so long as (i) the duration of such Delivered Programming, together with the duration of all other Delivered Programming broadcast on the applicable Station, does not exceed fifteen percent (15%) of such Station's weekly broadcast schedule and (ii) the broadcast of such Delivered Programming during the days and times specified by Service Provider does not conflict with the contractual obligations of Station Owner.

If the FCC changes its rules or policies in a manner that allows Service Provider to provide Delivered Programming that exceeds fifteen percent (15%) of the Station's broadcast hours for any week, Station Owner may submit a written request to Service Provider requesting that Service Provider provide additional Delivered Programming for broadcast on the Station during one or more additional time periods. Service Provider shall have the right, but not the obligation, to provide such additional Delivered Programming, but in no event shall the aggregate duration of all Delivered Programming, including such additional time periods, exceed the total amount of Delivered Programming as may be permitted by the FCC after giving effect to such change in the FCC Rules.

Upon no less than fourteen (14) days prior written notice from Service Provider to Station Owner, Service Provider may change the date and times that the Delivered Programming shall be broadcast on the Station and Station Owner agrees to broadcast the Delivered Programming in accordance with such revised schedule.

Schedule 4.3(b)

Policy Statement for Delivered Programming

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

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

NO PLUGOLA OR PAYOLA. The mention of any business activity or "plug" for any commercial, professional, or other related endeavor, except where contained in an actual commercial message of a sponsor, is prohibited.

PROGRAMMING PROHIBITIONS. Service Provider shall not knowingly provide to Station any of the following programs or announcements:

- (a) **False Claims.** Any commercial announcements that contain false or unwarranted claims for any product or service.
- (b) **Unfair Imitation.** Any commercial announcements that Service Provider knows to constitute an infringement of another advertiser's rights through plagiarism or unfair imitation of either program idea or copy, or any other unfair competition.
- (c) **Commercial Disparagement.** Any commercial announcement that Service Provider knows to constitute unlawful disparagement of competitors or competitive goods.
- (d) **Obscenity/Indecency/Profanity.** Any programs or announcements that in the good faith opinion of Service Provider are obscene or indecent, as those terms are interpreted and applied by the FCC or any programs or announcements that are slanderous, obscene, profane, vulgar, repulsive or offensive, either in theme or treatment.
- (e) **Unauthorized Testimonials.** Any testimonials which Service Provider knows cannot be authenticated.
- (f) **Conflict Advertising.** Any advertising matter or announcement which may, in the reasonable opinion of Station Owner, be injurious or prejudicial to the interest of the public, the Station, or honest advertising and reputable business in general.
- (g) **Fraudulent or Misleading Advertisement.** Any advertisement matter,

announcement, or claim which Service Provider knows to be fraudulent, misleading, or untrue.

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

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

CREDIT TERMS ADVERTISING. Any advertising of credit terms shall be made over the Station in accordance with Applicable Law.

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

STATION OWNER DISCRETION PARAMOUNT. In accordance with the responsibilities of Station Owner under the Communications Act and the FCC Rules, Station Owner reserves the right to reject or terminate any Broadcast Material proposed to be presented or being presented over the Station which is in conflict with the policy of Station Owner or which in the reasonable judgment of Station Owner would not serve the public interest.

PROGRAMMING IN WHICH SERVICE PROVIDER HAS A FINANCIAL INTEREST. Service Provider shall advise Station Owner with respect to any Broadcast Material concerning goods or services in which Service Provider has a material financial interest. Any announcements for such goods and services for which Service Provider charges less than its regular rate shall clearly identify Service Provider's financial interest.

MISCELLANEOUS.

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

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

Schedule 8.2(f)

Modified Network Agreements

In the event that a Modified Network Agreement with respect to the Station or the Service Station shall provide for an increase in expenses or other modification in terms and conditions that has the net effect of modifying the aggregate economic arrangement provided under the Transaction Documents to a degree that is material, the parties shall negotiate in good faith to modify the economic terms and conditions of the applicable Transaction Documents to the extent reasonably necessary to eliminate such material effect and, in the event the parties are unable to agree, the Non-Delivering Party shall have the right to terminate this Agreement.

Schedule 11.1
Covered Agreements

None