

AMENDED AND RESTATED OPERATING PLAN
AND LEASE AGREEMENT

by and among

LAKE CEDAR GROUP LLC,

a Delaware limited liability company,

and

THE BROADCASTERS WHO ARE
SIGNATORIES TO THIS AGREEMENT

Effective as of January 1, 2008

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AMENDED AND RESTATED OPERATING PLAN AND LEASE AGREEMENT

THIS AMENDED AND RESTATED OPERATING PLAN AND LEASE AGREEMENT ("Agreement") is entered into effective as of January 1, 2008, by and among Lake Cedar Group LLC, a Delaware limited liability company (the "Company"), Multimedia Holding Corporation, a South Carolina corporation ("Gannett"), McGraw-Hill Company, Inc., a New York corporation ("McGraw-Hill"), and CBS Television Stations Inc., a Delaware corporation ("CBS") (Gannett, McGraw-Hill and CBS are hereafter referred to collectively as the "Broadcasters" and individually as a "Broadcaster").

RECITALS:

- A. The Company is governed by that certain Amended and Restated Limited Liability Company Agreement of even date herewith (the "Company Agreement").
- B. The Company has been formed for the purpose of establishing and maintaining a consolidated transmission facility ("Transmission Facility") on a site selected by the Company in accordance with the applicable provisions of the Company Agreement (the "Transmission Site") to transmit the Broadcasters' analog and digital television signals (and/or other broadcast signals permitted by the Company), in the Denver, Colorado market area and to engage in any and all activities necessary or incidental thereto.
- C. Pursuant to the Contribution Agreement dated as of June 30, 1998 (the "Contribution Agreement"), each Broadcaster has contributed certain real property located in Jefferson County, Colorado to the Company (individually a "Property" and together the "Properties") and such Properties collectively constitute the Transmission Site.
- D. The Company commenced operation under the Operating Plan and Lease Agreement effective as of June 30, 1998, as amended by the First Amendment to Operating Plan and Lease Agreement dated August 27, 1998 (as amended, the "Original Operating Plan and Lease Agreement"). This Agreement amends, restates, replaces and supersedes in its entirety the Original Operating Plan and Lease Agreement as of the date hereof.
- E. Since formation, the Company has generally intended to operate as set forth in that certain Business Plan attached hereto as Exhibit A (the "Business Plan"). To the extent of any conflict between the Business Plan and this Agreement, this Agreement shall govern.
- F. The Transmission Facility shall include a tower (the "Tower") and related buildings (the "Transmitter Building"), as more fully detailed in Transmission Site plan attached hereto as Exhibit B (the "Transmission Site Plan"). The Company shall, subject to the terms and conditions hereinafter set forth, make available to each Broadcaster space on, in or to the Transmission Facility. The parties acknowledge that the Transmission Facility may be made available by the Company for use by Third Parties (as hereinafter defined) authorized to broadcast television, FM or other signals in the Denver metropolitan area after space is allocated to each Broadcaster.

G. Each Broadcaster shall obtain access to the Transmission Facility and Transmission Site pursuant to this Agreement.

H. Each Broadcaster (or its Affiliate): (i) is the holder of valid FCC authorizations authorizing the broadcast of analog and digital television signals from the Transmission Site and Transmission Facility.

I. As contemplated by Section 2.06 of the Company Agreement, the Broadcasters desire to set forth in this Agreement their collective understandings concerning their respective rights, duties and obligations in connection with their shared use of the Transmission Site and Transmission Facility and the technical operations thereof.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, the Company Agreement, the Contribution Agreement and the Business Plan, and certain other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

A. Definitions. In addition to other defined terms set forth in this Agreement, the following terms shall be defined as follows:

1.1 "Affiliate" means any Person which controls, is under common control with or is controlled by another Person, together with the officers and directors of such Person. A Person will be deemed to control another Person when it owns or has the right to vote, directly or indirectly, 50% or more of the outstanding voting securities of such Person or if there are no outstanding voting securities of such Person, owns 50% or more of the equity interests of such Person.

1.2 "Broadcast Activity" shall be defined as provided in Section 9.1 hereof.

1.3 "Engineering Committee" means the committee described in Article 12 hereof which is charged with establishing, monitoring and, to the extent provided in this Agreement, enforcing technical aspects of the Company's operations.

1.4 "FAA" means the Federal Aviation Administration or any successor governmental agency thereto.

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

1.6 "Management Committee" means the committee charged with managing responsibility of the Company as defined in Article IV of the Company Agreement.

1.7 "Objectionable Interference" shall be defined as the occurrence of a broadcasting condition described in Section 9.5 hereof.

1.8 "Person" means any individual, corporation, trust, partnership, limited liability company or other entity, whether governmental or nongovernmental.

1.9 "Technical Arbitration Committee" shall be defined as provided in subsection 12.4(c) hereof.

1.10 "Third Parties" shall be defined as provided in the introductory paragraph of Article 9.

1.11 Other Definitions. All of the defined terms utilized herein which are not specifically defined, shall have the meanings attributed to such defined terms in the Company Agreement, Contribution Agreement and/or Business Plan.

2. Construction of the Transmission Facility.

2.1 Construction Timetable; Governmental Approvals. The Company and the Broadcasters shall use their best reasonable efforts to complete construction of the Transmission Facility so that it is functioning and available for use by the Broadcasters as soon as reasonably practicable, including, but not limited to, procuring federal, state and local licenses, consents and approvals (the "Governmental Approvals") which are required (or that are not required but that the Management Committee nonetheless determines the Company will attempt to obtain) for the construction and operation of the Transmission Facility and other facilities to be constructed or installed by Company.

2.2 Cooperation and Assistance. Each Broadcaster agrees to assist the Company in the Company's efforts to cause the completion of the construction of the Transmission Facility in a timely manner. Such assistance shall include: (i) cooperating with and supporting the Company in obtaining the Governmental Approvals; (ii) consulting with and advising the Company on a timely basis with respect to specific design and technical requirements necessary to the Broadcaster's operations at the Transmission Facility; and (iii) to the extent required in the Company Agreement and the Contribution Agreement, assist in financing such effort.

2.3 Location. Subject to the requirements of Governmental Approvals, the parties intend that the Transmission Facility, Transmission Site and related outbuildings and facilities be located on the real property as described in the Transmission Site Plan.

2.4 Permitted Uses. The Transmission Site, Transmission Facility and Broadcaster's equipment thereon may be used by Broadcaster only for and in connection with the transmission and broadcast of television or other signals authorized by Broadcaster's FCC licenses and for all operations incident, necessary, ancillary and supplemental thereto, including, without limitation, remote pick-up, electronic newsgathering, monitoring and other operations customary in the business and further including any subsequent technological improvements and advancements associated therewith. Such transmission and operations shall be conducted in a lawful and proper manner, and in accordance with the standards imposed by the

Engineering Committee, and by all other applicable federal, state and local authorities. The Company shall have the right to lease space on the Tower and in the Transmitter Building and facilities to one or more Third Parties approved by the Company and to conduct other business as approved by the Company; provided, however, the Company will not enter into any agreement with a Third Party or conduct any business that would interfere with any Broadcaster's operation of its respective broadcast business. Any broadcasting by any Third Party shall not affect the terms of this Agreement, except as may be specifically provided otherwise by the provisions of any Third Party Lease entered into between the Company and any Third Party in accordance with this Agreement.

3. Lease of Space and Equipment. Commencing on the date that the Company accepts completion of the Transmission Facility (the "Transmission Facility Acceptance Date") and continuing for a term coextensive with a Broadcaster's membership in the Company, the Company hereby agrees to lease to each Broadcaster and each Broadcaster hereby agrees to lease from the Company:

3.1 Antenna and Combiner. Use of the antenna or antennae, combiner and transmission lines; feed lines; electric wiring for de-icing and antenna supervisory and monitoring controls for such equipment; and such other equipment owned by the Company for the common benefit of Broadcasters (the "Company Facilities"), including, without limitation, the equipment listed on Exhibit C (as such exhibit may be updated from time to time by the Company).

3.2 Space. Space in the Transmitter Building, on the Tower and at the Transmission Site for Broadcaster to be used in conjunction with the Equipment (as defined in Section 4.1 hereof) of such Broadcaster, as set forth in Exhibit D and as may be approved subsequently by the Engineering Committee, as required by Broadcaster for the broadcasting of analog and digital television broadcast signals and such other uses as are related or ancillary to the operation of the Broadcaster's television business.

3.3 Location of Broadcasters. Each Broadcaster accepts and agrees to be bound by the antenna configuration and allocation of space in or on the Transmission Facility as shown on Exhibit B and/or Exhibit D. In the event alteration of the configuration of equipment on the Tower, in the Transmitter Building or at the Transmission Site as set forth in Exhibit B and/or Exhibit D shall be proposed by the Engineering Committee, said proposed alterations shall be circulated to and reviewed by each Broadcaster, and after approval thereof is obtained from all Broadcasters (such approval shall not be unreasonably withheld, conditioned or delayed), such revised Exhibit B and/or Exhibit D shall be attached to this Agreement. Any disputes arising between the Broadcasters relating to antennae location and/or location of Broadcasters' Equipment on or in the Transmission Facility shall be resolved in accordance with Article 12 hereof.

4. Access.

4.1 To Transmission Site and Facility. The Company hereby grants to each Broadcaster, its employees, agents and contractors, and the employees and agents of its contractors, the right of non-exclusive reasonably required access to and the rights of ingress and egress over the Transmission Site and the Transmission Facility; in each case to the extent necessary to permit the erecting, construction, installation, testing, operation, maintenance, wiring, repair, replacement and removal of a Broadcaster's transmission equipment, earth stations, auxiliary facilities and other property installed and operated by the Broadcaster under the terms of this Agreement (the "Equipment").

4.2 Common Building Areas. In addition, the Company shall permit each Broadcaster to occupy space in the common building areas and other areas of the Transmission Site as required for installation of the Equipment. Temporary storage of Broadcaster's Equipment, at Broadcaster's sole risk, in the common areas of the Transmission Site may be permitted upon the prior written approval of the Company. In addition, each Broadcaster shall be allocated comparable space within the common building area from which to conduct its respective broadcast business.

4.3 Right of Broadcasters. Pursuant to this Agreement, in connection with its permissible activities and operations, a Broadcaster shall have the right to use the access road to the Company's Transmission Site and such other road or separate driveway leading from the access road to Broadcaster's Equipment as the Company shall designate.

5. Equipment Acquisition and Installation.

5.1 Company's Acquisition and Installation Obligation. Subject to the approval of the Engineering Committee, the Company shall, at its expense, be responsible for taking such steps as shall be required to acquire and install the Company Facilities.

5.2 Broadcaster's Installation Obligation. During and after completion of construction of the Transmission Facility, but subject to the approval of the Engineering Committee, each Broadcaster shall, at its own expense, be responsible for taking such steps as shall be required to install its Equipment necessary for the television operations by such Broadcaster. Subject to the approval of the Engineering Committee, such steps to be taken by each Broadcaster shall include:

(a) Acquisition and Transporting. Obtaining and transporting to the Transmission Site at its own expense all of its Equipment to be installed by the Company and a Broadcaster on or in the Transmission Facility.

(b) Installation. Each Broadcaster shall install such Equipment to be installed in, on and connected to the Transmission Facility as soon as the Transmission Facility is ready to receive such Equipment which shall

be upon written notice from the Company. All installations shall be in accordance with the agreed upon construction specifications as approved by the Engineering Committee.

(c) Connections and Tests. Making all necessary connections and tests of television transmitting Equipment so that each Broadcaster is ready for operation from the Transmission Facility as soon as practicable after the installation of the Company Facilities and such Broadcaster's Equipment on or in the Transmission Facility. If the Company determines that such action is necessary, the Company may also implement appropriate monitoring measures (including the installation of monitoring equipment) to assure compliance by the Broadcasters with their obligations under this Agreement.

(d) Governmental Approvals. Obtaining any Governmental Approvals including those of the FAA, the FCC or other federal, state or local authorities which are required (or that are not required but that the Management Committee nonetheless determines the Broadcaster will attempt to obtain) for such Broadcaster to install Equipment or operate at the Transmission Site. The Company and the Broadcasters acknowledge that the Broadcasters are subject to FCC-imposed deadlines and restrictions. The Company (including the Management Committee and Engineering Committee) and the Broadcasters shall conduct themselves with due regard for, and will use their respective best reasonable efforts not to inhibit or prevent any Broadcaster's compliance with, legally-mandated installation and broadcast operation deadlines.

5.3 Installation of Broadcaster Equipment at the Transmission Facility. Throughout the term of this Agreement and any extension thereof, the Company shall permit each Broadcaster, on a non-exclusive basis, to occupy so much of the space on or in the Transmission Facility as determined by the Engineering Committee, and as depicted on Exhibit D, as may be reasonably necessary or desirable for the purpose of erecting, constructing, installing, testing, operating, maintaining, wiring, servicing and/or replacing Equipment and each Broadcaster is hereby granted the non-exclusive right to do any and all of the foregoing, subject to the limitations and conditions herein set forth. Each Broadcaster is also hereby granted the non-exclusive right to install, test, operate, maintain, service and/or remove Equipment on or in the Transmission Facility, subject to the limitations and conditions herein set forth. Each Broadcaster, its employees and agents, shall have the non-exclusive right of access to and from the Transmission Facility for the purpose of installing, inspecting, operating, maintaining, replacing and/or repairing said Equipment and facilities, subject to the limitations and conditions of this Agreement.

5.4 Installation Approval. Each Broadcaster shall prepare detailed design, plans and specifications for any work proposed to be conducted by the Broadcaster, and such design, plans and specifications and the qualifications of personnel employed to undertake the proposed work shall be subject to the prior, written

approval of the Engineering Committee. The Engineering Committee shall have the right to circulate such design, plans, specifications and personnel qualifications among the other Broadcasters. Each Broadcaster shall inform the Engineering Committee of the identity of any confidential or proprietary information that should not be circulated to the other Broadcasters and the Engineering Committee shall not circulate such information unless the Engineering Committee determines that such information should be circulated to further the objective of the Company and the other Broadcasters as set forth in this Agreement. All parties shall cooperate in protecting each other's respective confidential and proprietary information while achieving their objectives hereunder. Any circulation of information pursuant to this Section 5.4 shall, upon request of a Broadcaster, be conducted on a confidential basis and, except as required by law, shall not be disclosed to any parties other than the Company, the Broadcasters, and their respective officers, directors, managers, lawyers, lenders and accountants. The Engineering Committee may consider any comments from Broadcasters in determining whether or not to grant its approval thereof. The Engineering Committee shall use its best reasonable efforts to provide such approval of any proposed work within thirty (30) days from its original submission and in any event such approval shall not be unreasonably withheld, conditioned or delayed.

Any Equipment installed by a Broadcaster in accordance with procedures described in this Agreement and located on or in the Transmission Facility may be moved by the Company at no cost to Broadcaster; provided such a move is consistent with FCC rules and procedures, the Company first notifies the affected Broadcaster (unless such notice is impractical due to an emergency) and an alternate location is made available which provides equal or improved performance of the Equipment in question (including effective radiated power and cost of operation). Determination of such performance shall be mutually agreed upon by an affected Broadcaster and the Engineering Committee.

Any Equipment installed in accordance with procedures described in this Agreement and located on or in the Transmission Facility shall be promptly removed by a Broadcaster at the Broadcaster's expense when taken out of service for a period of time of more than thirty (30) days for reasons other than maintenance.

6. Transmission.

6.1 Commencement of Transmission. No Broadcaster may commence television broadcasting or other transmissions from the Transmission Facility unless and until:

(a) Construction/Installation Agreements. The television or other transmitting Equipment of that Broadcaster has been installed on or in the Transmission Facility, within the Transmitter Building, the Transmission Facility and otherwise on or in the Transmission Site substantially in accordance with the specifications contained in the construction agreements entered into by the Company with the approval of the

Engineering Committee (the "Construction Agreements") and good engineering practices that conform to then current engineering industry standards.

(b) Governmental Approvals; Tests. All Governmental Approvals (as contemplated by Section 7.2 and Section 8.7 hereof) have been obtained and all tests have been performed as contemplated by the Construction Agreements which have determined that the operation of that Broadcaster's television or other transmitting Equipment and the Company Facilities will meet the standards established by such agreements (and Article 9 of this Agreement) to prevent Objectionable Interference to the television broadcasting or other operations of the other Broadcasters.

(c) Notice. That the Broadcaster has notified the other Broadcasters in writing that it has satisfactorily completed the tests under subsection 6.1(b) and five (5) business days have elapsed since the notification was received by the other Broadcasters; provided, however, that the other Broadcasters may waive this five (5) business day requirement.

(d) FCC Requirements. All FCC Approvals have been obtained in accordance with Section 8.7 hereof and the FCC has been notified that the broadcast of analog and/or digital television signals has commenced.

(e) Intent. It is the intent of the parties that to the extent reasonably possible, the application, design and commencement of transmission from the Transmission Facility and Transmission Site by the Broadcasters shall begin simultaneously. The parties acknowledge that in addition to technical and governmental requirements, important marketing considerations of each Broadcaster shall be critical to effectuating this general intent to commence transmission simultaneously.

6.2 Installation, Modification, Removal or Replacement.

(a) At any time during the term of this Agreement or any renewal or extension thereof, subject to the notice requirements of Section 6.3 below, any Broadcaster may arrange, with the approval of the Engineering Committee, for the installation, modification, removal or replacement of any Equipment owned by such Broadcaster located at or installed on or in the Transmission Facility, provided that each Broadcaster installing, modifying or removing and replacing any such Equipment shall be responsible for any additional Transmission Facility design, fabrication or erection expense, or other additional expense, which may be required for, or result from, such action, and each such Broadcaster shall take all reasonable precautions to avoid Objectionable Interference or other hindrance to and with the operations of the other

Broadcasters. Such action shall be taken in accordance with good engineering practice that conforms to then current engineering industry standards, shall not increase the total wind and weight loading on the tower and shall meet the requirements of Article 9 of this Agreement with respect to Objectionable Interference. In addition, any such action by a Broadcaster shall be subject to such further requirements as may be necessary to protect the main television operations of the other Broadcasters from Objectionable Interference or other hindrance and all of the Broadcasters installing, modifying or replacing Equipment shall meet such further requirements as may be reasonably necessary to protect the operations of each other Broadcaster with similar Equipment from Objectionable Interference. Equipment shall also be installed, modified or replaced in such a way as not to preclude the installation, modification or replacement and operation of similar Equipment by any of the other Broadcasters because of space and power requirements or because of Objectionable Interference.

(b) At any time during the term of this Agreement or any renewal or extension thereof, subject to the notice requirements of Section 6.3 below, the Company may arrange, with the approval of the Engineering Committee, for the installation, modification, removal or replacement of any Company Facilities, provided that the Company shall be responsible for any additional Transmission Facility design, fabrication or erection expense, or other additional expense, which may be required for, or result from, such action, and the Company shall take all reasonable precautions to avoid Objectionable Interference or other hindrance to and with the operations of the Broadcasters. Such action shall be taken in accordance with good engineering practice that conforms to then current engineering industry standards, shall not increase the total wind and weight loading on the tower and shall meet the requirements of Article 9 of this Agreement with respect to Objectionable Interference. In addition, any such action shall be subject to such further requirements as may be necessary to protect the main television operations of the Broadcasters from Objectionable Interference or other hindrance and the Company shall meet such further requirements as may be reasonably necessary to protect the operations of each Broadcaster from Objectionable Interference. Company Facilities shall also be installed, modified or replaced in such a way as not to preclude the installation, modification or replacement and operation of Equipment by any of the Broadcasters because of space and power requirements or because of Objectionable Interference.

6.3 Notice. Any Broadcaster and/or the Company proposing to install, modify, remove or replace any Equipment or Company Facilities at the Transmission Site (other than routine installation or maintenance or minor or ordinary modification or replacement of any of such Equipment or Company Facilities) and except in case of emergency (i.e., including the inability to broadcast from the Transmission Site, or the reasonable possibility exists that may lead to the inability to broadcast from the

Transmission Site or the reasonable possibility exists for interruption of existing broadcast from the Transmission Site hereinafter "Emergencies") shall give prior written notice thereof, which shall include a description of the new or modified Equipment or Company Facilities, and its plans, to the Engineering Committee and the Broadcasters. If any Broadcaster, within ten (10) business days after such notice is received by the Engineering Committee advises the other Broadcasters in writing that, in its good faith judgment, such action might be inconsistent with the requirements of this Article 6, such action may be taken only if and after the Engineering Committee, the Management Committee, or if necessary, the Technical Arbitration Committee has, pursuant to Article 12 hereof, determined that no such inconsistency exists.

7. Obligations of Broadcasters.

7.1 Comply with Agreement. Each Broadcaster shall comply with all its obligations under this Agreement. The Company shall have the right, but not the obligation, to enter and inspect the Transmission Facility (and its related buildings, etc.) at any time to determine that a Broadcaster is complying with the terms of this Agreement.

7.2 FCC Requirements. Each Broadcaster shall obtain such federal, state or local approvals or permits as are required (or that are not required but that the Management Committee nonetheless determines a Broadcaster will attempt to obtain) to construct and operate from the Transmission Facility, including, but not limited to, complying with the applicable FCC licensing requirements.

7.3 Broadcaster's Obligation at Termination. Each Broadcaster, at its own expense, and within ninety (90) days from the terminating event under Section 11.2 hereof, shall surrender to the Company all of its interest in the Transmission Facility, Company Facilities and Transmission Site in the same condition as when received (reasonable use, wear and tear thereof and damage by fire, Act of God or by the elements excepted), and shall remove all of its Equipment from the Transmission Facility and Transmission Site and vacate all in accordance with this Agreement. Such removal shall be accomplished without Objectionable Interference or other hindrance to or with the operations of the other Broadcasters and each Broadcaster agrees to reimburse Company and any other Broadcasters promptly for any damage done to its or their respective property in connection with said removal. If a Broadcaster fails to remove timely its Equipment, the Company shall have an option, with respect to any property of a Broadcaster remaining on or in the Transmission Facility or the Transmission Site, to remove the same at the expense of the Broadcaster or to retain the same as its own; provided, however, if a Broadcaster is prevented from removing any Equipment within ninety (90) days from such termination of this Agreement by Act of God, force majeure, strike or other like cause beyond its control, Broadcaster shall have ninety (90) days from the termination of any such cause to remove its Equipment.

7.4 Broadcaster's Obligation Regarding Its Equipment. During the term of the Agreement provided for herein and any extensions or renewals of the term, each Broadcaster shall have ownership of and control over the operation of its Equipment. Broadcaster will, at its own expense, maintain and repair its Equipment; provided, however, that any such action shall be in accordance with good engineering practice that conforms to then current engineering industry standards, by contractors or other persons approved by the Engineering Committee, and each Broadcaster shall take all reasonable precautions to avoid Objectionable Interference or other hindrance to and with the operations of the other Broadcasters.

7.5 Utilities. Each Broadcaster shall make its individual arrangements for such heating, internal light and power and power distribution, air conditioning and similar facilities and services in connection with its Equipment as well as janitorial service as it may deem expedient, unless the Company determines to supply any or all of the above facilities or services, in which event each Broadcaster agrees to reimburse Company for its proportionate share of such expenses in accordance with Article 10 hereof.

7.6 Counteractions. Each Broadcaster agrees that it will take all reasonable precautions to avoid Objectionable Interference or other hindrance to and with the operations of any Broadcaster, and, in the event that Objectionable Interference occurs as the result of a Broadcaster's actions or omissions, the Broadcaster shall correct such Objectionable Interference or hindrance as soon as required by Article 9 hereof after receiving notice thereof from the Company.

7.7 RF and Other Regulatory Compliance. Each Broadcaster shall take all appropriate measures (including cooperation with the Company) to ensure that its Equipment and use of the Transmission Facility comply in all respects with (a) FCC guidelines regarding human exposure to radio frequency ("RF") radiation, and (b) all other applicable regulations issued by any federal, state or local governmental entity with jurisdiction over the Transmission Facility, the Broadcaster or the Company. Each Broadcaster hereby agrees to reduce power and take such other actions as may be required to comply with such guidelines and regulations. Each Broadcaster shall comply with any RF Exposure Plan (as defined in Section 8.10 below).

7.8 Maintenance of Transmission Line. Each Broadcaster shall, at its sole cost and expense, provide, connect, maintain and repair all transmission and power lines running between the transmitter and its antennae or the demarcation point for Company Facilities, as the case may be, and the Company shall provide suitable space therefor. The proposed routing of said transmission and power lines shall be submitted to the Engineering Committee for its prior written approval thereof, which approval shall not be unreasonably withheld, conditioned or delayed. It is agreed that the Engineering Committee will exercise its best reasonable efforts to approve the most efficient routing and may consider the comments of other Broadcasters concerning the proposed routing in determining whether or not to grant its approval thereof.