

Materials; and (iii) any reports made to any governmental department, agency or other authority arising out of or in connection with any Hazardous Materials in or removed from the Transmission Facility or Transmission Site, including any complaints, notices, warnings or asserted violations in connection therewith.

21.5 Waste. Each Broadcaster shall not keep any trash, garbage, waste or other refuse on, in or about the Transmission Facility or Transmission Site except in containers provided by the Company for such purposes and shall regularly and frequently remove the same from the Transmission Facility or Transmission Site. Each Broadcaster shall properly dispose of all other waste or other matter stored, used or located by it in, on or about the Transmission Facility or Transmission Site in accordance with all applicable Environmental Laws and any other laws, statutes, rules, regulations, ordinances and requirements.

21.6 Sewage. The Company shall properly dispose of all sanitary sewage and shall not use the sewage disposal system: (1) for the disposal of anything except sanitary sewage; or (2) in excess of the lesser of the amount: (i) reasonably contemplated by the uses permitted under this Agreement; or (ii) permitted by any governmental entity. The Company shall keep the sewage disposal system free of all obstructions and in good operating condition. Each Broadcaster shall follow all rules and regulations imposed by the Company with respect to proper use of the sewage disposal system and each Broadcaster shall not improperly dispose of materials which might cause an obstruction thereof. The violator shall bear the cost of curing such problem and if a violator cannot be identified, the Broadcasters shall bear such cost equally.

22. Casualty Loss.

22.1 Reconstruction or Repair. In the event that the Transmission Facility or Transmission Site is destroyed or damaged by any event coverable under the all risk insurance maintained by the Company pursuant to Section 17.2, the Company shall, after unanimous approval of the Management Committee, reconstruct or repair the Transmission Facility or Transmission Site with any change in specifications that it deems reasonably desirable, to such condition as existed before the destruction or damage and give possession to Broadcasters of the same Transmission Facility and Transmission Site under the provisions of this Article 22. If the Transmission Facility or Transmission Site suffers such damage that reconstruction or repair cannot reasonably be undertaken without dismantling Broadcasters' antennae and/or transmitters or other Equipment, and interrupt their Broadcast Activity, the Company may remove such Equipment and interrupt Broadcaster's Broadcast Activity subject to Broadcasters' prior written approval, which shall not be unreasonably withheld, conditioned or delayed; provided, however, that the Company must replace such Equipment as soon as possible. Each Broadcaster shall be entitled to an abatement of its fees as determined by the Management Committee on a just and reasonable basis, for such time as it is unable to conduct its normal Broadcast Activities as a result of such total or partial destruction or damage. All deductibles to which the Company

may be bound under its policies of insurance shall be allocated to the Broadcaster's equally.

22.2 Termination. If the Transmission Facility or Transmission Site is damaged or destroyed by any event not coverable under the all risk insurance maintained by the Company pursuant to Section 17.2 and the Management Committee unanimously determines that reconstruction or repair of the Transmission Facility or Transmission Site is not feasible, the Company may at its election upon written notice to each Broadcaster within thirty (30) days after such destruction or damage, terminate this Agreement. In such circumstances this Agreement shall be deemed terminated forthwith.

22.3 Commitments. The Company will not reconstruct or repair the Transmission Facility and Transmission Site until it has received policy proceeds from Company insurance policies adequate in amount to fund substantially all of the costs required to reconstruct or repair the Transmission Facility and Transmission Site. If the Company determines to proceed with reconstruction or repair of the Transmission Facility and Transmission Site in accordance with Section 22.1 or Section 22.2 above, each Broadcaster (individually, or jointly with the other Broadcast users) shall be obligated to provide additional funds required to be funded by the Company for the repair or reconstruction of the damaged Transmission Facility and Transmission Site. Upon the Company determining to proceed with such reconstruction or repair, as determined by the Management Committee, and provided that the Management Committee has determined that reconstruction or repair is feasible, the Company shall promptly undertake the reconstruction or repair of the Transmission Facility and Transmission Site.

22.4 Timeframe. Any construction or repair in accordance with this Article 22 shall be completed by the Company as soon as commercially reasonable, but in any event within no more than twelve (12) months after the commencement of such reconstruction or repair; provided, however, the Company shall not be in default if delay is attributable to causes beyond its control. Fully excusable delay shall include, but not be limited to, the following: absence of governmental authority for construction where such authority is required, failures and delays due to strikes and labor disturbances, lack of construction materials, destruction or damage by fire or other casualty, war, civil commotion and Acts of God.

23. Abandonment by Broadcaster. In the event that a Broadcaster should permanently abandon the Transmission Facility and Transmission Site at any time prior to the expiration or sooner termination of this Agreement, the Company shall have the option and right in its discretion: (i) to terminate this Agreement with respect to such Broadcaster; or (ii) to enter the Transmission Facility and Transmission Site and to remove therefrom any and all Equipment of such Broadcaster and place such Equipment in storage for the account and at the expense of such Broadcaster without such entry constituting acceptance or surrender of the Transmission Facility and Transmission Site by such Broadcaster or in any manner affecting the obligations of such Broadcaster under this Agreement. For purposes of this Article 23, abandonment shall be deemed to include the failure of a Broadcaster to conduct its Broadcast

Activities from the Transmission Facility and Transmission Site for a period of 120 consecutive days unless such failure shall result from: (x) the operation of the provisions of this Agreement; or (y) the inability of such Broadcaster to conduct its Broadcast Activities by reason of strikes, fires or other casualty, Acts of God or other causes beyond its control.

24. Indemnities.

24.1 Indemnity by Broadcaster. Each Broadcaster shall indemnify, defend and save harmless the Company and the other Broadcasters from any and all loss, damage, claims, suits, legal proceedings, demands, actions or rights of action at law or in equity, costs and expenses of any kind (including but not limited to reasonable attorneys' fees and costs) arising from, or allegedly arising from:

(a) Acts of Broadcaster and Agents. Any act, omission, fault or negligence of Broadcaster, its agents, contractors, subcontractors, employees or invitees; or

(b) Injury. Injury (including death) or damage to Broadcaster's employees, agents or invitees or employees, agents or invitees of Broadcaster's contractors and subcontractors occasioned by any act or omission of the Company or other Broadcasters, other than those due to the breach, willful misconduct, or negligence of the Company or other Broadcasters; or

(c) Use or Occupancy. Broadcaster's use or occupancy of the Transmission Site or Transmission Facility, or any part thereof, or

(d) Violation of Law. Any violation by Broadcaster, its agents, contractors, subcontractors, employees or invitees of any applicable law, statute, code, permit, license, rule or regulation, including without limitation, any Environmental Law.

24.2 Indemnity by Company. The Company shall indemnify, defend and save harmless each Broadcaster from any and all loss, damage, claims, suits, legal proceedings, demands, actions or rights of action at law or in equity, costs and expenses of any kind (including but not limited to reasonable attorneys' fees and costs) arising from, or allegedly arising from:

(a) Acts of Company and Agents. Any act, omission, fault or negligence of the Company, its agents, contractors, subcontractors, employees or invitees; or

(b) Injury. Injury (including death) or damage to the Company's employees, agents or invitees or employees, agents or invitees of the Company's contractors and subcontractors occasioned by any act or omission of any Broadcaster, other than those due to the breach, willful misconduct, or negligence of any Broadcaster; or

(c) Use or Occupancy. The Company's use or occupancy of the Transmission Site, Transmission Facility, or any part thereof.

(d) Violation of Law. Any violation by Company, its agents, contractors, subcontractors, employees or invitees of any applicable law, statute, code, permit, license, rule or regulation, including without limitation, any Environmental Law.

24.3 Limitation. This Article 24 shall be subject to Article 19.

25. Miscellaneous.

25.1 Entire Agreement. This Agreement, the Contribution Agreement, the Company Agreement and the Business Plan, and the documents delivered in connection therewith, supersede any other agreement, whether written or oral, that may have been made or entered into by the parties hereto relating to the matters contemplated hereby and constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof, and no party shall be liable or bound to any other in any manner by any representations, warranties, covenants and agreements except as specifically set forth herein and therein.

25.2 Specific Enforcement. Any party shall be entitled to specific enforcement of its rights under this Agreement. Each party acknowledges that money damages would be an inadequate remedy for its breach of this Agreement and consents to an action for specific performance or other injunctive relief in the event of any such breach. Separability. In case any provision of the Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Amendment and Waiver. This Agreement may be amended or modified only upon the unanimous written consent of the Company and the Broadcasters.

25.5 Notices. All notices, demands, approvals, and other communications provided for in this Agreement shall be in writing and shall be effective (a) when personally delivered to the recipient at the recipient's address set forth below; (b) one (1) business day after deposit with a recognized overnight courier or delivery service, addressed to the recipient as set forth below, whichever is earlier; or (c) upon confirmation of receipt by the sender, if sent by facsimile transfer to the facsimile numbers set forth below; provided, that if the facsimile arrives on a Saturday, Sunday or holiday, or after 6:00 p.m., Mountain time, on a regular business day, it will be deemed received the next business day. If the date on which any notice to be given hereunder falls on a Saturday, Sunday or legal holiday, then such date shall automatically be extended to the next business day immediately following such Saturday, Sunday or legal holiday. All communications shall be sent to the Company at: Lake Cedar Group, LLC c/o Faegre & Benson, LLP, 1700 Lincoln Street, Suite 3200, Denver, Colorado 80203-4532, Attention: Dave Stark, and to each Broadcaster at the address set forth on the signature page attached hereto or at such

other address as the Company or Broadcaster may designate by ten (10) days advance written notice to the other parties hereto.

25.6 Assignment, Subletting. Except as set forth below, a Broadcaster may not assign any of its rights or obligations hereunder, or sublease all or any part of or interest in the Transmission Facility or Transmission Site, without the prior written consent of the Company, which consent shall not be unreasonably withheld, conditioned or delayed. The Company's consent shall not be required in connection with any assignment or sublease by a Broadcaster to:

- (a) Affiliate. Any Affiliate of such Broadcaster;
- (b) Assignee of FCC License. The assignee of the FCC license held by Broadcaster for Broadcaster's facilities operating from the Transmission Facility; or
- (c) Assignee of Assets. An assignee of all or substantially all of the Denver broadcast station assets or stock of Broadcaster.

In the event of any assignment for which the Company has given its written consent, or for which no consent is required, Broadcaster shall nevertheless remain liable hereunder unless and until the Company has released Broadcaster in writing. The Company shall give such written release in a timely manner and such release shall not be unreasonably withheld if the assignee expressly assumes, by written instrument, all of the obligations of Broadcaster hereunder and under the Contribution Agreement, whether arising prior to, at, or after the such assignment, sublease or transfer.

25.7 Governing Law. This Agreement and lease shall be construed under the internal laws and not the conflict of laws of the State of Colorado.

25.8 Captions. The section titles and captions contained in this Agreement are for convenience only and shall not be deemed part of the context of this Agreement.

25.9 No Waiver. No delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

25.10 Further Actions. Each party shall execute and deliver all documents, provide all information and take or forebear from all such action as may be necessary or appropriate to achieve the purposes of the Company.

25.11 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective Affiliates, permitted successors and assigns.

25.12 No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the Company and each Broadcaster and their respective permitted successors and assigns, nor is anything in this Agreement intended to relieve or discharge any obligation of any third person to any party hereto or give any third person any right of subrogation or action over against any party to this Agreement. No Third Party shall obtain any rights hereunder and shall obtain rights only pursuant to a bona fide fully-executed Third Party Lease.

25.13 Counterparts. This Agreement may be executed in counterparts (and by facsimile signature) and all counterparts so executed shall for all purposes constitute one agreement, binding on all the parties hereto, notwithstanding that all parties shall not have been executed the same counterparts.

25.14 Attorney's Fees. If any action is brought by a party to enforce the obligation of the other party hereto, the prevailing party shall be entitled to collect its reasonable attorney's fees, court costs and expenses incurred in such action as part of the court's judgment.

25.15 Recording of Short-Form Memorandum. Any party hereto, at its own expense, may record a short-form memorandum of this Agreement with or without exhibits being attached. In no event shall any party record this entire Agreement.

25.16 Waiver of Jury Trial. THE COMPANY AND EACH BROADCASTER HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE COMPANY AND EACH BROADCASTER TO ENTER INTO THIS AGREEMENT.

25.17 Recitals. The recitals are considered substantive provisions of this Agreement.

25.18 Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

25.19 Parties in Interest. Subsequent to the execution of the Agreement, certain parties thereto did not engage in transactions with the Company, withdrew from membership in the Company, assigned their membership interests in the Company and related rights and obligations under this Agreement and related agreements, and/or experienced changes in names and/or form.

a. The Company and each Broadcaster acknowledges and agrees that the parties to this Agreement as of the date of this Amendment are the Company and the Broadcasters (i.e., Gannett, McGraw-Hill and CBS). The Company and each Broadcaster further acknowledges and agrees that each Broadcaster is a party to the Agreement regardless of the failure of a Broadcaster to take any action or request any consent from the other Broadcasters or the Company to effect any assignment of this Agreement from such Broadcaster's predecessor(s) in interest. Each Broadcaster accepts the terms of and agrees that it was bound by the terms and conditions of the Agreement prior to the date hereof, and as of the date hereof, accepts the terms of and agrees that it is bound by the terms and conditions of this Agreement. The Company and each Broadcaster each waives any rights it may have had under the Agreement to block or participate in any assignment by any Broadcaster (or any of its predecessor(s) in interest) or former member of the Company of this Agreement, or to object to any such transaction or any Broadcaster's or former member's change in name and/or form.

b. The Company and each Broadcaster acknowledges and agrees that RMPB Ventures, Inc. n/k/a Rocky Mountain Public Broadcasting Network, Inc. ("RMPBN"), an original member of the Company and an original party to the Agreement, withdrew from the Company effective as of March 21, 2006 pursuant to that certain Agreement to Approve Withdrawal of Limited Liability Company Member dated as of March 21, 2006 between the Company, the Broadcasters (or, as applicable, their respective predecessors in interest) and RMPBN, which Withdrawal Agreement sets forth ongoing rights and obligations of the parties thereto.

c. The Company and each Broadcaster acknowledges and agrees that KWGN Inc. ("KWGN") elected to withdraw from the Company as a member as of June 30, 1998 pursuant to that certain Agreement to Retire Membership Interest between the Company and KWGN dated as of June 30, 1998..

IN WITNESS WHEREOF, this Agreement has been executed by the parties effective as of the date first referenced above.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

(SIGNATURE PAGE FOR AMENDED AND RESTATED OPERATING PLAN
AND LEASE AGREEMENT)

"COMPANY"

LAKE CEDAR GROUP LLC, a Delaware
limited liability company

By: Don Perez
Name: DON PEREZ
Title: General Manager
Address: 12062 W 67TH PL ARIZONA
Fax: _____
Phone: 303 882 0540

(SIGNATURE PAGE FOR AMENDED OPERATING PLAN AND LEASE
AGREEMENT)

"GANNETT"

MULTIMEDIA HOLDING CORPORATION, a
South Carolina corporation

By: 

Name: Mark Cornetta

Title: President & General Manager

Address: 500 East Speer Boulevard
Denver, Colorado 80203

Fax: (303) 871-1819

Phone: (303) 871-1470

(SIGNATURE PAGE FOR AMENDED AND RESTATED OPERATING PLAN
AND LEASE AGREEMENT)

"McGRAW-HILL"

McGRAW-HILL COMPANY, INC., a New
York corporation

By: *Darrell Brown* 2-14-02

Name: Darrell Brown

Title: Vice President & General Manager

Address: 123 Speer Boulevard
Denver, Colorado 80203

Fax: (303) 832-0104

Phone: (303) 832-0190

(SIGNATURE PAGE FOR AMENDED AND RESTATED OPERATING PLAN
AND LEASE AGREEMENT)

"CBS"

CBS TELEVISION STATIONS INC., a
Delaware corporation

By: WDH

Name: Walt DeHaven

Title: Vice President & General Manager

Address: 1044 Lincoln Street

Denver, Colorado 80203

Fax: (303) 830-6537

Phone: (303) 830-6490

EXHIBIT A
TO
AMENDED AND RESTATED OPERATING PLAN AND LEASE AGREEMENT
BUSINESS PLAN

1. See attached Lake Cedar Group, LLC Business Plan.

LAKE CEDAR GROUP LLC BUSINESS PLAN

PURPOSE

Lake Cedar Group LLC (LCG) was organized by several Denver area television broadcasters to create and operate a joint broadcast transmission facility to serve the Digital Television (DTV) broadcast needs of the members, (and possibly, non-members) and to do so in a manner that addresses the expressed "consolidation" of towers goal of Jefferson County, Colorado.

PLAN

Each LCG member will be required to invest an equal share of the total required investment, and each member will have equal standing.

LCG will design and build a building and transmission tower upon the current site of the KCNC TV transmitter facility and will create a "buffer" (to the extent possible) around the site in order to shield the general public from view and close-in RF radiation. The Members of the Company will contribute, as part of their equity investment, their property situated on Lookout Mountain to establish the principal acreage for the buffer zone and for other purposes, such as, anchor points. Additionally, the Company will attempt to acquire other selected lots contiguous to the member contributed properties in order to enhance the buffer zone. Timing of the contribution of member properties will be, approximately, upon final zoning approval by Jefferson County. At the conclusion of NTSC broadcasting by the members from their current facilities, those facilities (i.e. tower, building(s) and other equipment) will be removed.

During the period between the time of the contribution of member property and the conclusion of NTSC broadcasting by each member, that member will continue to use the NTSC facilities under a deminimus land lease from LCG to the member; for the duration of the lease period the member will be responsible for all maintenance, real and personal property taxes, and any other costs associated with their use of the land and facilities - commonly referred to as a "Net/Net/Net" lease.

Thereafter, upon completion of the consolidated DTV facility LCG will operate it for the benefit of the Members, and each member will fund an equal share of the annual "Net Cash Operating Expense" (NCOE.) To the extent that the Company elects to lease space on/in the DTV facility to non-members the rental revenue paid by those lessees will serve to reduce the NCOE attributable to the members. Rental rates applicable to non-members will be determined so as to provide competitive, fair and equitable market place rates and to provide a fair rate of return of investment to the members. The Company will establish rules and procedures as necessary in order to effectively and efficiently operate the DTV facility.

EXHIBIT B
TO
AMENDED AND RESTATED OPERATING PLAN AND LEASE AGREEMENT
TRANSMISSION SITE PLAN

1. See attached Site Plan/Enlarged Site Plan prepared by Charles Steckly Architecture, Inc. dated August 26, 2004 (Revision 9).

A PORTION OF THE S.W. 1/4 OF SECTION 4, T.4 S., R. 70 W. OF THE 6TH P.M.
JEFFERSON COUNTY, COLORADO

LEGAL DESCRIPTION



COUNTY CLERK AND RECORDER

1

A PORTION OF THE S.W. 1/4 OF SECTION 4, T.4 S., R. 70 W. OF THE 6TH P.M.
JEFFERSON COUNTY, COLORADO



2 OF 2

EXHIBIT C
TO
AMENDED AND RESTATED OPERATING PLAN AND LEASE AGREEMENT

COMPANY FACILITIES

1. The Tower which is a part of the Transmission Facility and related equipment depicted on Exhibit B and Exhibit D attached to this Agreement (including, without limitation, the antennae described in Positions 1, 2, 4, 13 and 14 on the Antennae Loading Chart in Exhibit D, the combiners associated with such antennae, and the transmission lines running between such antennae and combiners).
2. The Transmitter Building which is a part of the Transmission Facility depicted on Exhibit B and Exhibit D attached to this Agreement (including, without limitation, the building itself and all components, systems and equipment used in the operation of the building, but excluding, for purposes of clarity, the furniture, fixtures and equipment purchased or leased by a Broadcaster and placed in and/or installed by each Broadcaster in the Transmitter Building in such Broadcaster's exclusive operations area as depicted on Exhibit D).