

BROADCAST SALES AGREEMENT

This **BROADCAST SALES AGREEMENT** (this "Agreement") is entered into as of June 21, 2012 by and between L. M. Communications TV, LLC, a Kentucky limited liability company (together with its successors and permitted assigns, "LMC") and Independence Television Company, a Pennsylvania corporation (together with its successors and permitted assigns, "ITC"). LMC and ITC are referred to collectively as the "Parties" and each a "Party."

Premises

LMC has entered into an agreement (the "Transition Agreement") with Louisville TV Group, LLC, an Iowa limited liability company ("Louisville TV Group"), and Louisville TV Licenses, LLC, an Iowa limited liability company ("Louisville TV Licenses"), together with Louisville TV Group, hereinafter referred to as "Seller") and Valley Bank, in its Capacity as the Secured Creditor of Louisville TV Group for the purchase of the licenses and assets of full-power television station WBKI-TV (Facilities ID #25173) licensed by the Federal Communications Commission ("FCC") to serve Campbellsville, Kentucky, on Digital Channel 19, ("WBKI-TV"), as authorized by the FCC, with the consummation of such sale to be subject to the consent of the FCC. ITC, a subsidiary of Block Communications Inc., is the operating company for television station WDRB(TV), Louisville, Kentucky.

LMC also is party to that certain Local Marketing Agreement with Seller (the "Local Marketing Agreement") pursuant to which LMC has the right to program substantially all of WBKI-TV's programming hours and sell substantially all of WBKI-TV's advertising availabilities pending the consummation of the Transition Agreement, subject to the terms and conditions of the Local Marketing Agreement.

LMC desires to procure from ITC and ITC desires to provide to LMC certain sales and other services in connection with the operation of WBKI-TV (1) from the Effective Date (as defined below) until the consummation of the Transition Agreement in connection with the discharge of LMC's obligations under the Local Marketing Agreement (the "LMA Period"), and (2) from the consummation of the Transition Agreement to the termination of this Agreement in accordance with its terms in connection with the operation of WBKI-TV by LMC as WBKI-TV's FCC licensee (the "Licensee Period"). (As used herein, "Licensee" shall mean the current licensee of WBKI-TV.)

Accordingly, LMC and ITC concurrently have entered into this Agreement and a related Supplier Agreement of even date herewith pursuant to which ITC agrees to provide certain services to LMC in connection with the operation of WBKI-TV (the "Supplier Agreement"). By this Agreement, ITC desires to purchase for resale advertising time on WBKI-TV and act as LMC's agent for the sale of certain other Commissionable Services (as defined below) provided by or through WBKI-TV.

Capitalized terms used in this Agreement are defined in Section 35 hereof.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. Term of Agreement.

(a) The term of this Agreement shall commence on the date of execution of this Agreement. The initial term of this Agreement is eight (8) years.

(b) ITC shall initiate performance of the specific service obligations set forth in this Agreement (other than those obligations that are to be initiated or performed as of a specified later date) on June 21, 2012 (the "Effective Date").

(c) This Agreement shall be extended for successive five (5) year terms following the initial term unless terminated as provided in this subsection. Either Party may terminate this Agreement at the end of the initial eight-year term or any successive five-year term by prior written notice to the other delivered at least six (6) months prior to the end of the current term. Notwithstanding the foregoing, the Agreement shall terminate:

(i) upon the consummation of the assignment of the assets and FCC licenses relating to WBKI-TV to ITC, or an assignee of ITC, under the terms of a certain Option Agreement (the "Option Agreement") entered into by LMC and ITC or an affiliate of ITC;

(ii) upon the termination of the Supplier Agreement;

(iii) by mutual consent of the parties;

(iv) upon (a) the termination of the Local Marketing Agreement for any reason other than the consummation of the transaction contemplated by the Transition Agreement, (b) the denial by the FCC, by final agency action no longer subject to appeal or review, of the FCC consent required for LMC to acquire WBKI-TV, or (c) the Transition Agreement is terminated without consummation of the transaction contemplated thereby; or

(v) upon the election of ITC or LMC if the FCC revokes or fails to renew WBKI-TV license and LMC has fully exhausted all of its appeals of such action before the FCC and before any court with jurisdiction over such action.

2. Advertising Time and Other Commissionable Services.

(a) LMC agrees that during the term of this Agreement on and after the Effective Date, it shall sell to ITC, and shall permit ITC to resell, all Commissionable Services as defined in Section 35(b), subject, during the LMA Period, to the limitations in the Local Marketing Agreement. All advertising announcements furnished by ITC shall comply with the Communications Act of 1934, as amended (the "Act"), the rules and regulations of the Federal Communications Commission ("FCC Rules and Regulations"), and all other applicable federal, state, and local regulations and pertinent governmental policies ("Other Laws"), including, but not limited to, lottery restrictions, prohibitions on obscenity and indecency, deceptive advertising, false representations or deception of any kind, and political broadcasting rules and the Bipartisan Campaign Reform Act ("BCRA"), and shall not violate the rights of any third party. ITC shall notify Licensee in advance of the broadcast of any material which promotes or opposes any candidate for public office or any issue to appear on a ballot or takes a position on a controversial issue of public importance. No material furnished by ITC that is defamatory,

violates any right of privacy, or infringes on any intellectual property right of another party shall be accepted for broadcast, except to the extent such matter is required to be carried under the FCC's political broadcasting rules and policies. ITC shall furnish Licensee with all material in its possession and required by law (including the Act, the FCC Rules and Regulations, and Other Laws, including the BCRA) to be made available for public inspection regarding requests for time by political advertisers or the broadcast of issue advertising. All material furnished by ITC for broadcast on WBKI-TV shall include any and all sponsorship identification announcements as required by Section 317 of the Act and the FCC Rules and Regulations (the Act and FCC Rules and Regulations, collectively the "Communications Laws"), and ITC shall undertake in good faith to determine each instance where such announcements are required. To assist ITC in its advertising time sales efforts, LMC shall, during the term of this Agreement, use commercially reasonable efforts to provide ITC with not less than ninety (90) days advance written notice of any anticipated television network affiliation change for WBKI-TV of which it is aware.

(b) The Parties agree that, in the event ITC identifies a revenue opportunity for WBKI-TV to provide Mobile Television Service and the provision of that service would require the acquisition of additional equipment, ITC shall have the right but not the obligation, to the extent permitted by the FCC Rules and Regulations as then in effect, to provide such equipment for WBKI-TV through lease or purchase and to be reimbursed for the actual out-of-pocket cost of such equipment from that portion of the Commissionable Revenues attributable to Mobile Television Services.

3. **Collection of Revenues.** Subject to Section 4, ITC shall be entitled to collect and receive all revenues attributable to Commissionable Services. LMC shall forward immediately to ITC any amounts received by LMC as payments for Commissionable Services. ITC shall be responsible for collecting all of WBKI-TV's accounts receivable for all Commissionable Services and shall use commercially reasonable efforts to collect all amounts owed for advertising availabilities in accordance with industry practice.

4. **Payments.** During the term of this Agreement, for the revenues that ITC collects with respect to WBKI-TV pursuant to this Agreement, ITC shall pay to LMC (the "Monthly Payment") seventy percent (70%) of Net Revenues for all Commissionable Services. LMC shall pay over to ITC promptly, for distribution as provided in this Section 4, any amounts received by LMC in payment for Commissionable Services. "Net Revenues" means all gross revenue actually received by ITC (or received by LMC and delivered to ITC) for Commissionable Services, less agency, buying service or other sales commissions paid to or withheld by an advertiser, agency or service, as the case may be, with respect to WBKI-TV. (For the avoidance of doubt, pursuant to the Supplier Agreement, ITC shall retain one hundred (100) percent of the revenues received and/or collected with respect to any time on WBKI-TV programmed by ITC pursuant to the Supplier Agreement with Agent-Provided Programming.) The Monthly Payment shall be paid on the fifteenth (15th) day of each calendar month following the calendar month in which such cash amounts are collected.

5. **LMC's Preexisting Obligations to Air Commercial Advertising.** During the term of this Agreement, ITC shall assume, and undertake the administration and servicing of all of WBKI-TV's contracts and other agreements that provide for the sale, production, and

broadcast of advertisements, promotional announcements, and related activities. All revenues arising from such contracts and agreements for advertisements and sponsorships broadcast during the term of this Agreement shall constitute revenues for Commissionable Services, even though the time or services may have been sold by Seller or by LMC; and all commissions to employees, agencies, or representatives payable on account of advertisements and sponsorships broadcast during the term of the Agreement shall be paid by ITC from collected revenues even if the time was sold by Seller or LMC. The parties agree that, pursuant to the Local Marketing Agreement, LMC must pay to Licensee an amount equal to all revenues of the Station collected in the period between June 14, 2012, and July 14, 2012.

6. **Personnel; Expenses.** ITC shall employ and be responsible for the salaries, benefits, employer taxes, and related costs of employment of a sales staff for the sale of the advertising time and for the collection of accounts receivable with respect to advertising and other Commissionable Services sold by ITC pursuant to this Agreement. ITC shall be responsible to deduct from revenues collected for Commissionable Services and pay as appropriate amounts due for agency, buying service or other sales commissions paid to or withheld by an advertiser, agency or service with respect to Commissionable Services for WBKI-TV. During the LMA Period, LMC shall maintain and enforce its rights under the Local Marketing Agreement. LMC shall be responsible for payment of WBKI-TV Expenses (as defined in Section 35); ITC shall be responsible for its costs and other expenses incurred in connection with its solicitation and sale of advertising and the sale of other Commissionable Services, including transportation, telephone and other overhead costs.

7. **Interruption of Normal Operations.** If, during the Licensee Period, WBKI-TV suffers loss or damage of any nature to its transmission facilities which results in the interruption of service or the inability to operate full time at maximum authorized facilities, LMC shall immediately notify ITC and shall fully cooperate with ITC in providing make goods or other accommodations to advertisers or other purchasers of Commissionable Services affected by such interruption.

8. **Operation of WBKI-TV.** During the LMA Period, ITC shall provide its services in a manner that recognizes the rights and responsibilities of the Seller as licensee under Section 8 of the Local Marketing Agreement and the rights and responsibilities of LMC as Buyer under Section 9 of the Local Marketing Agreement, and LMC shall exercise its rights under the Agreement consistent with instructions of the Licensee, provided that the terms of the Local Marketing Agreement shall not be deemed to expand the obligations of ITC under this Agreement. LMC agrees that it shall use all commercially reasonable efforts consistent with the ultimate control exercised by Seller, to cause the operation of WBKI-TV to comply with FCC Rules and Regulations. During the Licensee Period:

(a) LMC shall maintain control over the operations of WBKI-TV within the meaning of the FCC's Rules and Regulations and the Act, including, but not limited to, management, programming, finances, editorial policies, personnel, facilities and compliance with the Act, FCC Rules and Regulations and Other Laws in effect from time to time. Nothing contained herein shall give ITC any right to control LMC's management, programming, finances, editorial policies, or personnel.

(b) LMC shall be solely responsible for and pay in a timely manner all of the WBKI-TV Expenses.

(c) LMC shall have the right to reject a commercial broadcast advertisement sold by ITC in the event that LMC reasonably determines, in good faith, that the broadcast of such advertisement would contravene LMC's obligations under the Act and the FCC Rules and Regulations to operate in the public interest or would violate any Other Law. LMC shall have the right to preempt any of the commercial time sold by ITC to present program material that LMC reasonably believes is of pressing public interest or concern. LMC shall promptly notify ITC of any such rejection or rescheduling of advertising and shall cooperate with ITC in efforts to fulfill ITC's commitments to advertisers. In the event ITC sustains any liability or loss of revenue as a result of the rejection or rescheduling by LMC of any advertising for any reason other than as set forth above, LMC shall promptly indemnify ITC for any and all such lost revenue.

(d) LMC Responsibilities. LMC shall retain and discharge the responsibilities of a broadcast licensee under the rules and regulations of the FCC, including, without limitation, the following:

(i) LMC shall retain sole responsibility for WBKI-TV's programming, other than for the Agent-Provided Programming, for which LMC shall have ultimate oversight as provided under this Agreement. LMC shall retain the responsibility to ensure that the programming of WBKI-TV meets the needs of the local community as provided under the FCC Rules and Regulations. LMC shall have sole responsibility for taking any and all steps reasonably necessary to maintain WBKI-TV's affiliate relationship with its network.

(ii) LMC shall have sole responsibility for staffing the main studio of WBKI-TV with a sufficient number of employees of LMC as is necessary to comply with the FCC Rules and Regulations.

(iii) LMC shall have the responsibility to maintain its local public inspection file in accordance with the FCC Rules and Regulations; and shall prepare and place in such inspection file in a timely manner all material required by FCC Rules and Regulations, including WBKI-TV's quarterly issues and program lists. At LMC's Request, ITC shall provide information concerning the portion of the Agent-Provided Programming (as defined in the Supplier Agreement) or advertising announcements sold by ITC that ITC believes warrants consideration for inclusion in WBKI-TV's public file.

(iv) LMC shall be responsible to receive and respond to telephone inquiries or correspondence related to the operations of WBKI-TV that may be received from members of the public. ITC shall furnish promptly to the LMC any such correspondence that it may receive.

(v) LMC shall have the responsibility to prepare and submit to the FCC (and any other governmental authority) in a timely manner all reports and other filings, required to be submitted by LMC pursuant to the FCC Rules and Regulations (or any other governmental authorities). ITC shall cooperate in the furnishing of any information within its

actual possession that reasonably may be requested by LMC to prepare and submit such reports or filings to the FCC.

9. **Advertising Rates.** The rates for advertising sold by ITC shall be set by ITC, provided, however, that LMC shall have the right to approve and modify the rates to be charged for political advertising. ITC shall comply with the Act, the FCC Rules and Regulations and all applicable Other Laws regarding access to airtime and rates charged for political advertising and shall indemnify LMC against any liability incurred by LMC as a result of ITC's failure to comply with the Act, FCC Rules and Regulations and applicable Other Laws.

10. **Delivery of Material for Broadcast.** All advertising material furnished by ITC for broadcast on WBKI-TV shall be delivered to WBKI-TV on tape cartridges, or other mutually agreeable method, in a format to be agreed upon by ITC and LMC, in a form ready for broadcast on WBKI-TV's playback equipment, and with quality suitable for television broadcast. LMC shall not be required to provide production services or to copy, reformat, or otherwise manipulate material furnished by ITC other than inserting tape cartridges or digital storage media into equipment for broadcast.

11. **Access to WBKI-TV Premises.** Commencing on the Effective Date, as defined in the Supplier Agreement, ITC shall have access to any available space at the studio and offices of WBKI-TV for purposes of selling time and producing commercial announcements to the extent reasonably necessary or appropriate for ITC to exercise its rights and perform its obligations under this Agreement. When on WBKI-TV premises, ITC's personnel shall be subject to the direction and control of Licensee's management personnel and shall not act contrary to the terms of any lease for the premises. If ITC uses telephone lines other than those of Licensee in connection with its sale of time on WBKI-TV, it shall not answer those lines in a way that implies that the lines are those of Licensee; but ITC may use WBKI-TV's call letters in promotional literature and in answering the telephone.

12. **Billing.** ITC shall keep internal written records or logs relating to the sale of commercial advertising consistent with ITC's past practices at its existing stations.

13. **Records.** To the extent required by third parties, LMC shall cooperate with ITC to provide affidavits of performance confirming the placement of advertisements in accordance with industry practice within fifteen (15) days after the close of each broadcast month.

14. **Certain Representations, Warranties and Covenants.**

(a) ITC and LMC each represent and warrant to the other that it has the power and authority to enter into this Agreement and to engage in the transactions contemplated by this Agreement. LMC is a limited liability company and ITC is a corporation, each of which is in good standing in the state of its formation and qualified to do business in the State of Kentucky. The signatures appearing for LMC and ITC, respectively, at the end of this Agreement have been affixed pursuant to such specific authority as, under applicable law, is required to render them binding. Neither the execution and delivery, nor the performance by LMC or ITC of this Agreement conflicts with, results in a breach of, or constitutes a default or ground for

termination under any agreement or judicial or governmental order or decree to which LMC or ITC, respectively, is a party or by which it is bound.

(b) During the Licensee Period, consistent with the Supplier Agreement, LMC shall (i) file all reports and applications required to be filed with the FCC or any other governmental body in a timely and complete manner; and (ii) cause WBKI-TV's facilities to be maintained in accord with good engineering practice and in compliance in all material respects with the engineering requirements set forth in WBKI-TV's FCC licenses, including broadcasting at substantially maximum authorized power (except at such time that reduction of power is required for routine or emergency maintenance).

(c) During the LMA Period, LMC shall enforce all of its rights and perform all of its obligations under the Transition Agreement and the Local Marketing Agreement (collectively, the Transition Agreement and the Local Marketing Agreement are the "LMA Period Agreements"). Without the consent of ITC, such consent not to be unreasonably withheld, LMC shall not, with respect to either or both LMA Period Agreements, (i) terminate such agreement; (ii) waive any material right under such agreement; or (iii) amend such agreement in a manner that would have a material adverse impact on ITC's rights and interests under this Agreement, the Supplier Agreement, or the Option Agreement.

(d) At all times during the term of this Agreement, (i) each party shall use commercially reasonable efforts to conduct their affairs in a manner consistent with the purposes of this Agreement, and (ii) LMC and each principal of LMC shall not engage in the practice of selling advertising time on any television station, other than WBKI-TV, that serves the Louisville Designated Market Area.

15. Events of Default. The following shall, after the expiration of the applicable cure periods, constitute Events of Default under this Agreement:

(a) Non-Payment. ITC's failure to remit to LMC any payment described in Section 4 above in a timely manner; or LMC's failure to remit to ITC in a timely manner any payment to which ITC is entitled under Section 3 or Section 4 above; or

(b) Default in Covenants. The default by either Party in the material observance or material performance of any covenant, condition, or agreement contained herein (provided the Party asserting the default is not then in default under this Agreement or the Supplier Agreement), or the material breach of any representation or warranty herein made by such Party to the other herein (provided the Party asserting the material breach is not then in material breach under this Agreement or the Supplier Agreement).

(c) Event of Default under Supplier Agreement. An event of default under the Supplier Agreement that has not been cured such within the time period stated therein.

(d) Option Agreement Default. A default of obligations under the Option Agreement that has not been cured such within the time period stated therein

16. Cure Period and Termination upon Default. An Event of Default shall not be deemed to have occurred until ten (10) business days after the non-defaulting party has provided

the defaulting party with written notice specifying the event or events which if not cured would constitute an Event of Default and specifying the actions necessary to cure within such ten-day period. The notice period provided in this Section shall not preclude LMC from at any time preempting or refusing to broadcast any advertising furnished by ITC to the extent such action is taken pursuant to the terms of this Agreement. Either Party may terminate this agreement upon notice to the other Party in the event the other Party is responsible for an Event of Default under this Agreement or the Supplier Agreement or has defaulted in the performance of its obligations under the Option Agreement and has failed to cure such within the applicable time period; provided that no such termination shall relieve any Party of its obligations arising prior to such termination. If LMC terminates this agreement after ITC is responsible for an Event of Default, (i) LMC shall be under no further obligation to make commercial time available to ITC, and (ii) all amounts then due and payable to LMC shall immediately be paid by ITC to LMC.

17. Other Agreements. Except for the Supplier Agreement, LMC shall not enter into any other commercial time sales, time brokerage, local marketing or similar agreement for WBKI-TV with any third party during the term of this Agreement. LMC shall not purchase or accept for broadcast on WBKI-TV any programming that includes commercial advertising sold by any third party other than ITC without ITC's consent, except for the Excluded Availabilities.

18. Liabilities upon and after Termination.

(a) After the expiration or termination of this Agreement for any reason other than an assignment of WBKI-TV's FCC licenses and assets to ITC or any assignee of ITC pursuant to the Option Agreement, (i) LMC shall be responsible for broadcasting such advertising on WBKI-TV as may be required under advertising contracts entered into by ITC during the term of this Agreement and (ii) LMC shall be entitled to retain all revenues for advertising under such contracts relating to advertising broadcast after the termination date and for contracts entered into by LMC after termination of this Agreement.

(b) If this Agreement or the Supplier Agreement is terminated for any reason other than (A) LMC's material breach; (B) the occurrence of the events set forth in Section 1(c)(i), (iv), or (if such termination resulted from a determination by the FCC that LMC or its principals do not possess the qualifications necessary to hold an FCC license) (v); or (C) a change in FCC rules or policies that occurs during the period commencing on the date that is five years after the Effective Date and ending upon the end of the initial eight (8) year term, ITC shall pay to LMC an amount equal to (i) Two Hundred Fifty Thousand Dollars (\$250,000.00) multiplied by (ii) the number of full calendar years remaining until the date that is ten years from the Effective Date; it being understood that if this Agreement or the Supplier Agreement is terminated for the reasons described in clauses (A) through (C), no such payment shall be made. If this Agreement is terminated due to a change in FCC rules or policies prior to the date that is five (5) years after the date of execution of this Agreement, ITC shall pay to LMC an amount equal to (i) Two Hundred Fifty Thousand Dollars (\$250,000.00) multiplied by (ii) the number of full calendar years remaining until to the date that is five (5) years after the date of execution of this Agreement and in such circumstance, for the avoidance of doubt, no payments shall be due pursuant to the previous sentence. If this Agreement is terminated as a result of the termination of the Transition Agreement for any reason other than a material breach by LMC of its

obligations thereunder due to actions or omissions within the control of LMC, ITC shall pay to LMC upon such termination Two Hundred Fifty Thousand Dollars (\$250,000.00).

(c) Notwithstanding anything else herein to the contrary, in the event that any party has breached this Agreement prior to its termination for any reason, such termination shall not relieve a party of liability for its breach.

19. Indemnification.

(a) **By ITC.** ITC shall indemnify and hold LMC and its officers, managers, members, agents, and employees harmless against any claim, loss, cost, damages or liability (each, a "Loss"), including without limitation for 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 in any manner to (i) the broadcast on WBKI-TV of any programming during the term of this Agreement other than that to which LMC's indemnification obligation under Section 19(b)(i) applies, (ii) a breach or nonfulfillment by ITC of any obligation or agreement or any representation, warranty, or covenant contained in or made pursuant to this Agreement, (iii) the advertising or other material furnished by ITC for broadcast on WBKI-TV, (iv) ITC's operations or actions pursuant to this Agreement relating to the operations of WBKI-TV or the assets of WBKI-TV, including without limitation for any fine or forfeiture imposed by the FCC relating to any content or material furnished by ITC or any conduct of ITC (including omissions), or (v) ITC's negligence and willful misconduct.

(b) **By LMC.** LMC shall indemnify and hold ITC and its officers, directors, shareholders, agents, and employees harmless against any claim, loss, cost, damages or liability, including without limitation for 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 in any manner to (i) the broadcast on WBKI-TV of any material supplied by LMC during the term of this Agreement, if, prior to broadcast, ITC has notified LMC in a writing specifically referencing this indemnification provision and indicating its reasonable concerns regarding the potential for such material to impose liability, (ii) a breach or nonfulfillment by LMC of any obligation or agreement or any representation, warranty, or covenant contained in or made pursuant to this Agreement, or (iii) LMC's negligence and willful misconduct.

(c) **Exclusions.** Neither party shall indemnify the other against damages resulting from a breach or failure that arises out of or otherwise relates to (a) any actions or omissions by or under the authorization of the other party, its affiliates or any of their respective officers, directors, employees, agents or representatives, (b) the failure of the other party to perform any of its obligations under this Agreement or the Supplier Agreement or (c) matters for which the other party indemnifies and holds harmless the first party.

(d) **General.** Indemnification shall include all liability, costs, and expenses, including reasonable counsel fees (at trial and on appeal). The indemnification obligations under this Section shall survive any termination of this Agreement. Each Party shall give the other reasonably prompt notice of any matter subject to indemnification under this paragraph, provided

that no failure to give any such notice as set forth in this sentence shall limit the obligation of the indemnifying Party, except to the extent such failure results in prejudice to the indemnifying Party. Each Party claiming indemnification shall reasonably cooperate with the indemnifying party in defending against the claim. The Party responsible for indemnification shall select counsel and control the defense, subject to the indemnified Party's reasonable approval, provided, however, that no claim may be settled by an indemnifying Party without the consent of the indemnified Party, and provided further, that if an indemnifying Party and a claimant agree on a settlement and the indemnified Party rejects the settlement unreasonably, the indemnifying Party's liability shall be limited to the amounts the claimant agreed to accept in settlement. Notwithstanding anything to the contrary contained herein, in no event shall any Party hereto be liable to the other for punitive, treble, exemplary, consequential, special or other damages that are not actual damages in accordance with applicable law, except with respect to an obligation to indemnify the other Party against a Loss to the extent the Loss includes such damages awarded by a court of competent jurisdiction in connection with a claim made by a third party.

20. **Insurance.** ITC and LMC shall each carry the following insurance covering their activities under this Agreement issued by reputable companies: (i) commercial general liability and automobile liability in an amount of not less than One Million Dollars (\$1,000,000) each occurrence and umbrella liability insurance in an amount not less than Two Million Dollars (\$2,000,000.00) each occurrence; (ii) property insurance at replacement cost including business income and extra expense insurance, (iii) workers' compensation at statutory limits and employer's liability insurance at a Five Hundred Thousand limit (\$500,000) and (iv) professional media/broadcast liability insurance coverage, in an amount not less than One Million Dollars (\$1,000,000) each occurrence, with a deductible of no more than \$100,000. To the extent permitted, each Party shall name the other party as an additional insured on these policies. At the request of either Party, each Party shall provide to the other a certificate of insurance evidencing the foregoing coverage.

21. **No Partnership or Joint Venture; Special Damages.**

(a) The Agreement is not intended to be, and shall not be construed as, an agreement to form a partnership, agency relationship, or a joint venture between the Parties. Except as otherwise specifically provided in the Agreement, neither Party shall be authorized to act as an agent of or otherwise to represent the other Party.

(b) Notwithstanding anything to the contrary contained herein, in no event shall any Party hereto be liable to the other for punitive, treble, exemplary, consequential, special or other damages that are not actual damages in accordance with applicable law, except with respect to an obligation to indemnify the other Party against a Loss to the extent the Loss includes such damages awarded by a court of competent jurisdiction in connection with a claim made by a third party.

22. **Successors and Assigns.** This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Except as provided for herein, neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by LMC without the prior written consent of ITC, which consent shall not be unreasonably withheld. Subject to obtaining the consent of ITC,

LMC shall assign its rights and obligations under this agreement to any successor in interest to LMC or Licensee as holder of the FCC license for WBKI-TV and shall require, as a condition of such assignment or transfer, that its successor undertake to assume each and every obligation of LMC hereunder pursuant to a written agreement reasonably satisfactory to ITC. ITC may assign its rights and obligations under this Agreement to any other party or Parties without the consent of LMC; provided that Grantee has reasonably determined that such assignee is financially and legally qualified to hold the FCC Licenses and perform the obligations of ITC hereunder. Upon assignment by ITC pursuant to the previous sentence, ITC shall be liable for the performance of financial obligations under this Agreement in the event that ITC's assignee fails to perform such obligations. This Agreement shall not be assignable separate from the Supplier Agreement and Option Agreement among the Parties of even date herewith. The covenants, conditions and provisions hereof are and shall be for the exclusive benefit of the parties hereto and their permitted successors and assigns, and nothing herein, express or implied, is intended or shall be construed to confer upon or to give any person or entity other than the parties hereto and their permitted successors and assigns any right, remedy or claim, legal or equitable, under or by reason of this Agreement.

23. Governing Law; Entire Agreement. This Agreement, and the rights and obligations of the parties hereto, shall be construed in accordance with the laws of the State of Delaware without regard to principles of conflict of laws. The following agreements of even date herewith embody the entire agreement between the parties with respect to the subject matter hereof and thereof: (a) the Supplier Agreement; (b) this Agreement; and (c) the Option Agreement (collectively, the "Final Agreements"). Apart from the Final Agreements, there are no other agreements, representations, or understandings, oral or written, between them with respect thereto. This Agreement supersedes all negotiations, representations, warranties, commitments, offers, contracts and writings prior to the date hereof with respect to the subject matter hereof.

24. Modification and Waiver. No modification, amendment, change or waiver of any provision of the Agreement shall be effective unless in writing and signed by the Party against whom such modification, amendment, change or waiver is asserted, and no failure to exercise any right, power, or privilege hereunder shall operate to restrict the exercise of the same right, power, or privilege upon any other occasion nor to restrict the exercise of any other right, power, or privilege upon the same or any other occasion. The rights, powers, privileges, and remedies of the Parties hereto are cumulative and are not exclusive of any rights, powers, privileges, or remedies which they may have at law, in equity, by statute, under this Agreement, or otherwise.

25. Severability. If this Agreement is challenged in whole or in part at the FCC or in another administrative or judicial forum, ITC and LMC shall jointly defend the agreement and their respective performance hereunder, throughout all such proceedings. If any provision of this Agreement or the application thereof to any person or circumstance shall be found to be invalid, unenforceable or contrary to applicable law or regulation to any extent by any court, administrative agency or similar governmental authority, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially

adverse to any Party. Upon such determination that any term or other provision is invalid or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in any acceptable manner to the end that the transactions contemplated hereby are fulfilled to the greatest extent possible while still ensuring compliance with the court order or decision, rule, regulation or policy interpretation, application, alteration or modification. In the event that the FCC alters or modifies its rules or policies in a fashion which would raise substantial and material questions as to (i) the validity of any provision of this Agreement or (ii) whether or not a Party would be in violation of any FCC rule or policy as a result of such Party's compliance with any provision of this Agreement, the Parties shall negotiate in good faith to revise any such provision of this Agreement in an effort to comply with all applicable FCC rules and policies, while attempting to preserve the intent of the Parties as embodied in the provisions of this Agreement. The Parties agree that, upon the request of either of them, they will join in requesting the view of the staff of the FCC, to the extent necessary, with respect to the revision of any provision of this Agreement in accordance with the foregoing. If the Parties are unable to negotiate a mutually acceptable modified Agreement or such court or administrative agency (including the FCC) or similar governmental authority does not approve any reformed or revised version of this Agreement, or approves such reformed or revised version with conditions that have, or would reasonably be expected to have a material adverse effect on ITC or LMC, then either Party may terminate this Agreement upon written notice to the other and such termination shall not be deemed to be an event of default, and each Party shall be relieved of any further obligations, one to the other.

26. Notices. All notices and other communications hereunder shall be in writing and shall be deemed given when delivered personally, by a nationally recognized overnight courier service (such as Federal Express) (with evidence of receipt), by facsimile transmission (with electronic confirmation of receipt) or mailed by registered or certified mail (return receipt requested and postage prepaid), to the Parties at the following addresses (or at such other address for a Party as shall be specified by like notice):

To LMC:

L. M. Communications, LLC
401 West Main Street, Suite 301
Lexington, KY 40507
Attention: Lynn Martin
Telephone: (859) 233-1515
Facsimile: (859) 299-7070

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

Lerman Senter PLLC
2000 K Street NW, Suite 600
Washington, DC 20006
Attention: Sally Buckman, Esq.
Telephone: (202) 416-6762
Facsimile: (202) 293-7783

To ITC:

Independence Television Company
624 W. Muhammad Ali Boulevard
Louisville, KY 40203
Attention: Bill Lamb
Telephone: (502) 562-5741
Facsimile: (502) 588-2438

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

Dow Lohnes PLLC
1200 New Hampshire Avenue, N.W.
Suite 800
Washington, DC 20036-6802
Attention: John R. Feore, Jr., Esq.
Telephone: (202) 776-2222
Facsimile: (202) 776-4222

27. **Force Majeure.** If a *force majeure* event such as a strike, labor dispute, fire, flood or other act of God, failure or delay of technical equipment, war, public disaster, or other reason beyond the cause or control of ITC or LMC prevents such Party or its personnel from performing tasks which it is required to perform under this Agreement during any period of time, then such failure shall not be a breach of this Agreement and such Party shall be excused from such performance during that time.

28. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument.

29. **Captions.** The captions used in this Agreement are for convenience of reference only, do not constitute a part of this Agreement and shall not be deemed to limit, characterize or in any way affect any provision of this Agreement, and all provisions of this Agreement shall be enforced and construed as if no caption had been used in this Agreement.

30. **Waiver of Jury Trial.** AS A SPECIFICALLY BARGAINED INDUCEMENT FOR EACH OF THE PARTIES TO ENTER INTO THIS AGREEMENT (EACH PARTY HAVING HAD OPPORTUNITY TO CONSULT COUNSEL), EACH PARTY EXPRESSLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY LAWSUIT OR PROCEEDING RELATING TO OR ARISING IN ANY WAY FROM THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREIN.

31. **Strict Construction.** The language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

32. **Third Party Rights.** Nothing in this Agreement (including any ancillary agreement, instrument or document contemplated hereby or relating hereto) shall be deemed to create any right with respect to any person or entity not a party to, or any property not subject to this Agreement.

33. **Press Releases.** Except as otherwise required by law, ITC and LMC shall, prior to the issuance of any press release relating to the transaction contemplated by this Agreement, (a) submit the text of the proposed press release to the other party, and obtain the approval of such party to the press release, which approval shall not be unreasonably withheld; and (b) use its best efforts to characterize the other party, in any other public statements made by the party making such statement about the other party, on substantially the same basis as in any press release made by the party making such statement.

34. **Confidentiality.** Except as otherwise required by law, neither party shall disclose to third parties, other than its members, partners, stockholders, directors, officers, employees, lenders and prospective lenders, accountants, attorneys and agents for purposes of performing the services contemplated hereby (who shall also be made subject to the restrictions of this section), any information, whether or not in writing, received from the other party or its agents in the course of performing the services contemplated by this Agreement; provided, that no information shall be deemed to be confidential that (a) becomes publicly known or available other than through disclosure by such party; (b) is rightfully received from a third party who has no obligation of confidentiality to the other party; or (c) is independently developed. This Section 34 shall remain in effect until one (1) year after termination of this Agreement and the Supplier Agreement.

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

(a) **"WBKI-TV Expenses"** means those expenses generally identified as the core operational expenses of a broadcast licensee, including: (i) all payments for programming (other than Agent-Provided Programming) including, without limitation, film expenses and music rights payments, (ii) capital expenditures relating to any transmission or other facilities, (iii) utility costs for WKBI-TV's transmission, (iv) costs and expenses of WKBI-TV employees and other licensee personnel, including severance expenses and benefits, (v) any network compensation payments or other payments to programming networks, (vi) lease or other payments to third parties for use of studio or transmission facilities, (vii) expenses related to FCC compliance and filing fees, (viii) premiums, deductible amounts paid in connection with insurance claims, and other out-of-pocket costs and expenses relating to insurance, (ix) lease

payments, and other payments on any real, personal or other property leased for WKBI-TV; and (x) any governmental fees or taxes assessed or levied upon WKBI-TV or its revenue.

(b) "Commissionable Services" means the following services provided during the term of this Agreement: (i) advertising availabilities on WBKI-TV (including, for the avoidance of doubt, all of the advertising availabilities on WBKI-TV's primary channel and any other advertising availabilities that Licensee may choose to offer in connection with the other spectrum on WBKI-TV, including without limitation national advertising, whether or not placed by Licensee's national sales representative); (ii) any website and related services maintained by or on behalf of WBKI-TV; (iii) services provided on spectrum other than WBKI-TV's primary channel, including without limitation Mobile Television Services (as defined below) or Other Spectrum Services (as defined below); (iv) the lease or licensing of antenna sites or tower space or other services using facilities owned or leased by WBKI-TV; and (v) revenues paid to the Licensee pursuant to retransmission consent agreements with multi-channel video providers respecting the carriage of the signal of WBKI-TV; *provided that*, the Excluded Availabilities shall not be included in Commissionable Services.

(c) "Excluded Availabilities" means the following commercial availabilities for which ITC shall not act as the sales agent and for which the revenues shall not be Commissionable Revenue: (i) national advertising time retained by the CW Television Network, (ii) advertising time retained by programming providers of nationally syndicated barter programming as consideration for the providing of such programming; and (iii) advertising time sold in Agent-Provided Programming (which advertising time, as provided herein, would be sold exclusively by ITC, with all revenues retained by ITC).

(d) "Mobile Television Services" means any mobile broadcast or mobile video services, whether or not classified as a "broadcast service," together with any other use of the spectrum of WBKI-TV for the purpose of providing or facilitating the provision of any video signal to mobile users.

(e) "Other Spectrum Services" means non-television broadcast services and non-broadcast uses of capacity on WBKI-TV's non-primary channel spectrum that are not Mobile Television Services, including without limitation non-video data casting and other services reportable to the FCC as ancillary services.

36. Collateral Assignment. ITC or LMC may collaterally assign all or any of their respective rights under this Agreement to their respective senior secured lenders or an agent on their behalf from time to time. Upon written notice by any such lender or agent to the other Party hereto, such lender or agent shall be entitled to exercise any and all rights of the applicable collaterally assigning Party hereunder.

37. Conduct Under Local Marketing Agreement. During any period in which LMC programs and sells advertising on WBKI-TV pursuant to the Local Marketing Agreement, LMC shall take all reasonable steps in connection with its rights under the Local Marketing Agreement to ensure that Louisville TV maintains ultimate control over WBKI-TV's facilities and operations, including specifically control over WBKI-TV's finances, personnel, and programming, throughout such period.

38. **Retention of Spectrum.** During any Licensee Period, LMC agrees that it will not surrender or otherwise offer for sale or lease all or any portion of the broadcast spectrum of WBKI-TV without the written consent of ITC.

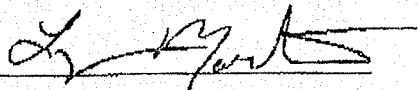
[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO BROADCAST SALES AGREEMENT

IN WITNESS WHEREOF, the Parties have executed this Broadcast Sales Agreement
as of the date first written above.

LMC:

L. M. COMMUNICATIONS TV, LLC

By: 
Name: *Lynn Martin*
Title: *chief manager*

ITC:

**INDEPENDENCE TELEVISION
COMPANY**

By: _____
Name: _____
Title: _____

SIGNATURE PAGE TO BROADCAST SALES AGREEMENT

IN WITNESS WHEREOF, the Parties have executed this Broadcast Sales Agreement as of the date first written above.

LMC:

J. M. COMMUNICATIONS TV, LLC

ITC:

INDEPENDENCE TELEVISION
COMPANY

By: _____

Name:

Title:

By: Bill Camp

Name: BILL CAMP

Title: PRESIDENT

November 27, 2012

L. M. Communications TV, LLC
401 West Main Street, Suite 301
Lexington, KY 40507
ATTN: Lynn Martin

Re: Broadcast Sales Agreement

Dear Lynn:

This letter is provided in connection with that certain Broadcast Sales Agreement dated as of June 21, 2012, by and between L. M. Communications TV, LLC ("LMC") and Independence Television Company ("ITC").

Section 4 of the Broadcast Sales Agreement provides that ITC shall retain one hundred (100) percent of the revenues "received and/or collected" with respect to Agent-Provided Programming. Notwithstanding such requirement, the parties have determined it is in their mutual best interests for ITC to determine the amount of revenues attributable to Agent-Provided Programming on the basis of the amount billed or invoiced (rather than received and/or collected) when ITC calculates and makes each Monthly Payment to LMC. Such determination by ITC shall (a) commence with respect to Agent Provided Programming broadcast on WBKI-TV during September 2012 and during each month thereafter until the expiration or termination of the Broadcast Sales Agreement and (b) shall be applied by ITC for purposes of determining each Monthly Payment to LMC commencing with the Monthly Payment to be made on November 15, 2012 and each month thereafter until the expiration or termination of the Broadcast Sales Agreement.

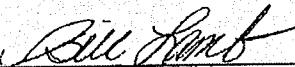
Except as modified herein, all provisions of the Broadcast Sales Agreement shall remain in full force and effect. Defined terms used but not defined in this letter agreement shall have the meanings given to such terms in the Broadcast Sales Agreement. This letter agreement may be executed in any number of counterparts. Facsimile or other electronic delivery of signature pages to this letter shall be treated as original signatures.

L.M. Communications TV, LLC
November 27, 2012
Page 2

Please indicate your acceptance of the terms of this letter agreement by executing this letter in the space provided below.

Very truly yours,

Independence Television Company

By: 
Bill Lamb
President

Accepted and agreed this 27th day of November, 2012

L. M. Communications TV, LLC

By: _____
Lynn Martin
Chief Manager

L.M. Communications TV, LLC
November 27, 2012
Page 2

Please indicate your acceptance of the terms of this letter agreement by executing this letter in the space provided below.

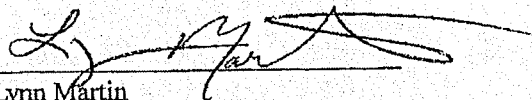
Very truly yours,

Independence Television Company

By: _____
Bill Lamb
President

Accepted and agreed this 27th day of November, 2012

L. M. Communications TV, LLC

By: 
Lynn Martin
Chief Manager