

NEWS SERVICES AGREEMENT

This News Services Agreement ("*Agreement*") is entered into as of this 10th day of March, 2021, by and between Scripps Media Group, Inc., a Delaware corporation ("*Station Owner*"), and WPLG, Inc., a Delaware corporation ("*Service Provider*").

PREAMBLE

A. Service Provider owns and operates broadcast television station WPLG-TV, Miami, Florida (the "*Service Station*")

B. Station Owner owns and operates broadcast television station WSFL-TV, Miami, Florida (the "*Station*")

C. Station Owner and Service Provider are entering into this Agreement, whereby Service Provider, in conformity with the FCC Rules (as defined below), will produce and deliver to Station Owner certain news and information content to serve the television viewing public in the Miami-Ft. Lauderdale Designated Market Area

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

ARTICLE I -- DEFINITIONS

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

"*Affiliate*" means, with respect to any Person, any other Person which, directly or indirectly, Controls, is Controlled by, or is under common Control with, the specified Person.

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

"*Business Day*" means any day excluding Saturdays, Sundays and any day that is a legal holiday under the laws of the United States or that is a day on which banking institutions located in New York or Florida are authorized or required by Applicable Law or action of a Governmental Authority to close.

"*Commencement Date*" means May 3, 2021.

"*Control*" including its various tenses and derivatives (such as "*Controlled*" and "*Controlling*") means (a) when used with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities, by contract or otherwise, (b) when used with respect to any security, the possession, directly or indirectly, of the power to vote, or to direct the voting of, such security or the power to dispose of, or to direct the disposition of, such security, and (c) when used with respect to a radio or television station or other media outlet the

ownership of which is regulated by the FCC pursuant to the Communications Act, the control of such television or radio station or other media outlet, whether *de facto* or *de jure*, as determined in accordance with the Communications Act and the FCC Rules.

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

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

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

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

"Intellectual Property Rights" means patents, copyrights, trademarks, service marks, trade secret rights or Know-How, and all copies and tangible embodiments thereof (in whatever form or media).

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

"Loss" means any loss, liability, damage or expense (including reasonable legal expenses and costs and any cost or expense arising from or incurred in connection with any action, suit, proceeding, claim or judgment) relating to any matter described in Section 9.1 or Section 9.2, as applicable, and as determined in accordance with Section 9.3 hereof.

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

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

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

"Primary Channel" means, with respect to the Station or the Service Station, the program stream designated by Station Owner or Service Provider, respectively, as the primary

digital signal (in high definition or standard definition) as of the date immediately prior to the Commencement Date and program-related material transmitted thereby or thereon.

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

Section 1.2 Table of Defined Terms. In addition to the defined terms in Section 1.1 hereof, the following is a list of terms used in this Agreement and a reference to the section or schedule hereof in which such term is defined.

<i>Term</i>	<i>Section/Schedule</i>
Agreement	Introduction
Communications Act	Section 2.1
Defense Counsel	Section 9.3(a)
Defense Notice	Section 9.3(a)
Direct Claim	Section 9.3(e)
Fee	Section 4.1
Force Majeure Event	Section 10.2
Indemnified Party	Section 9.3(a)
Indemnifying Party	Section 9.3(a)
Initial Term	Section 5.1
Newscast Programming	Section 3.1(a)
Promotional Services	Section 3.2
Renewal Term	Section 5.1(b)
Service Provider	Introduction
Service Provider Indemnified Party	Section 9.2(a)
Service Station	Preamble
Sponsor Integrations	Section 3.1(h)
Station Indemnified Party	Section 9.1
Station Owner	Introduction
Term	Section 5.1(b)
Unenforceability Event	Section 10.3

Section 1.3 Other Interpretive Provisions. Words used herein, regardless of the gender and number specifically used, shall be deemed and construed to include any other gender, masculine, feminine, or neuter, and any other number, singular or plural, as the context requires. The terms "hereof," "herein" and "hereunder" and terms of similar import will refer to this Agreement as a whole and not to any particular provision of this Agreement. Article and Section references contained in this Agreement are references to Articles and Sections in this Agreement. The words "or" and "any" are not exclusive. Whenever the term "including" is used in this Agreement (whether or not that term is followed by the phrase "but not limited to" or "without limitation" or words of similar effect) in connection with a listing of items within a particular classification, that listing shall be interpreted to be illustrative only and will not be interpreted as a limitation on, or an exclusive listing of, the items within that classification. The wording of

this Agreement shall be deemed to be the wording mutually chosen by the parties and no rule of strict construction shall be applied against either party

Section 1.4 Headings and Captions. The headings and captions in this Agreement are for convenience only and shall not be considered a part of, or effect the construction or interpretation of any provision of, this Agreement.

ARTICLE II -- GENERAL PRINCIPLES

Section 2.1 Compliance with Applicable Laws. This Agreement shall be subject to, and is intended to comply in all respects with, the Communications Act of 1934, as amended (the "*Communications Act*"), the FCC Rules and all other Applicable Laws. This Agreement is not intended to be, nor shall it be construed as, an agreement to form a partnership, a joint venture between the parties or any other arrangement (including a joint sales agreement, time brokerage arrangement, or local marketing arrangement) that would give Service Provider an impermissible attributable interest in the Station under the FCC Rules

Section 2.2 Station Owner Control. Without limitation to Section 2.1, this Agreement shall not be deemed to give Service Provider any right to Control the policies, operations, management or any other matter relating to the Station. Station Owner hereby certifies, and Service Providers agrees, that Station Owner shall maintain ultimate Control over the Station's facilities, including Control over the Station's finances, personnel, and programming.

Section 2.3 Service Provider Compliance with FCC Rules Without limitation to Section 2.1, Service Provider certifies that with respect to this Agreement it is in compliance with the provisions of Section 73.3555 of the FCC Rules

ARTICLE III -- NEWS SERVICES

As of the Commencement Date, and thereafter during the Term, subject to Article II above, Service Provider agrees to provide to Station Owner the following news services:

Section 3.1 Newscast Programming.

(a) Service Provider shall produce, prepare, and deliver to Station Owner [REDACTED] [REDACTED] hours per week of news and information content as described, and pursuant to the terms set forth, in *Schedule 3.1(a)* hereof (the "*Newscast Programming*") for the broadcast on, and other use by, the Station as set forth herein.

(b) Service Provider will produce the Newscast in high-definition format with the same degree of care and of the same or substantially similar consistency and quality for which Service Provider produces its own newscasts for Service Station. The Newscast Programming will consist of local and regional news with national and international news as determined by Service Provider in the exercise of its bona fide news judgment and consistent with customs and standards in the local television news industry.

(c) Service Provider shall provide all staff and content and production elements, including graphic packages, wire service content, and music, necessary to produce and deliver the Newscast Programming. Service Provider shall ensure the Station's inclusion in the market's shared helicopter arrangement. The selection of the primary news anchor(s) for the Newscast Programming shall be subject to Station Owner's approval, which shall not be unreasonably withheld.

(d)



(e) The Newscast Programming shall comply with Applicable Law, including the Communications Act, the FCC Rules and the Intellectual Property Rights of third parties. Without limitation, Service Provider shall provide closed captioning for the Newscast Programming in compliance with the FCC Rules. Service Provider shall be responsible for obtaining the rights to broadcast the Newscast Programming, including the rights to all elements contained therein, on the Station and for paying all costs incurred in obtaining such rights (other than with respect to music rights covered by the Station's music public performance licenses).

(f) Station Owner shall have the right to reject or preempt any Newscast Programming to present program material which, in Station Owner's opinion, is of greater local or national importance. Station Owner may reject any Newscast Programming if Station Owner reasonably believes that the broadcast of such material would violate Applicable Law or would be unsatisfactory, unsuitable or contrary to the public interest. Station Owner shall promptly notify Service Provider of any such rejection or preemption.

(g) The Newscast Programming shall include programming that addresses and responds to issues in the Station's community, and Service Provider shall compile and provide to Station Owner summaries of such Newscast Programming that provides the most significant treatment of community issues and other information that is reasonably necessary to enable Station Owner to prepare quarterly issues/programs lists or other records or reports required by the FCC.

(h) The Newscast Programming shall be formatted to accommodate commercial or promotional inventory in customary amounts as designated by Station Owner in consultation with Service Provider, and Station Owner shall have the right to sell all such inventory and retain all proceeds from such sales. Station Owner may sell embedded logos (weather/sports), billboards, or other similar sponsored placements in the Newscast Programming ("*Sponsor Integrations*") subject to the terms set forth in *Schedule 3.1(h)*.

(i) Service Provider shall not sell any advertising or sponsored material in connection with the Newscast Programming or otherwise on the Station. Other than Sponsor Integrations sold by Station Owner, the Service Provider shall deliver the Newscast without any advertising or sponsored materials or paid-for content. Service Provider shall use best efforts, including a system for periodic execution of affidavits, reasonably designed to assure that neither it nor its employees or agents will accept any gift, gratuity, or other consideration, directly or

indirectly, from any Person for the presentation or inclusion of any materials or content in the Newscast Programming

(j) The parties recognize that certain aspects of this Agreement will require consultation and collaboration on a continuing basis. Accordingly, the parties agree to cooperate and collaborate in good faith in connection with all matters relating to this Agreement, and management representatives from Service Provider and Station Owner shall meet on a monthly basis to ensure consistent communication related to Newscast Programming and related services.

Section 3.2 Promotion of Newscast Programming. Station Owner shall have the right to promote the Newscast Programming in its reasonable discretion, including, without limitation, with respect to the selection of media outlets to be used to promote the Newscast Programming, provided that Station Owner shall coordinate with Service Provider in connection with the branding of the Newscast Programming to maintain branding and image consistency. Service Provider shall provide to Station Owner the branding and promotional services set forth in *Schedule 3.2* hereto (the "*Promotional Services*")

Section 3.3 Grant of Rights. Subject to the terms of this Agreement, Service Provider hereby grants to Station Owner the right and license in and to the Newscast Programming and other materials, and all Intellectual Property Rights and elements therein, provided by Service Provider to Station Owner in connection with this Agreement, and, to the full extent necessary for Station Owner to be authorized to use and promote the Newscast Programming, including the right broadcast the Newscast Programming on the Station, the right to deliver, host, display, publicly perform, or transmit the Newscast Programming to and via any media or medium, including multichannel video programming distributors, internet video distribution platforms, websites (including www.wsfltv.com), social media platforms, mobile applications, and other similar devices, and the right to stream the Newscast Programming. For clarity, no disaggregation of the Newscast Programming shall be allowed (i.e. no video on demand of elements of the Newscast Programming shall be allowed).

Section 3.4 Exclusivity. During the Term, Service Provider covenants and agrees that it will not, directly or indirectly, and it will cause its applicable Affiliates to not, directly or indirectly, provide to any third party that owns or operates any other media platform in the DMA services substantially similar in any material respect to the services provided by Service Provider hereunder.

ARTICLE IV -- CONSIDERATION AND COSTS

Section 4.1 Fee. In consideration for the services to be provided to Station Owner by Service Provider pursuant to this Agreement, Station Owner shall pay to Service Provider the Fee, as set forth in and subject to the terms in *Schedule 4.1* hereto.

Section 4.2 Service Provider Costs. Except as expressly provided herein, Service Provider shall be solely responsible for all costs in connection with the performance of Service

Provider's obligations hereunder, including all costs in connection with producing the Newscast Programming, securing the rights for all elements of the Newscast Programming, and the salaries, taxes and related costs for all personnel who are used by Service Provider in the performance of Service Provider's obligations hereunder.

ARTICLE V -- TERM AND TERMINATION

Section 5.1 Term.

(a) *Initial Term* This Agreement shall be deemed effective, and the initial term hereof shall commence, on and as of [REDACTED], and such initial term (the "*Initial Term*") shall continue until [REDACTED], unless earlier terminated in accordance with Section 5.2 below.

(b) *Renewal Terms* This Agreement shall not automatically renew. However, the parties agree to commence renewal discussions [REDACTED] prior to the end of this Agreement's Term. The parties shall finally conclude their renewal negotiations in good faith [REDACTED] prior to the expiration of this Agreement's Term.

Section 5.2 Termination.

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

(b) *Termination by Station Owner or Service Provider* Subject to Section 10.3, this Agreement may be terminated by Station Owner or Service Provider, by written notice to the other, upon the occurrence of any of the following events, *provided* that any such termination shall be effective as of the date one hundred eighty (180) days after delivery of such notice; *provided, however*, that if termination of this Agreement is required by Applicable Law as of an earlier date than such 180th day, then in such event termination shall be deemed effective as of such earlier date required by Applicable Law.

(i) this Agreement has been declared invalid under Applicable Law or illegal in whole or substantial part by an order or decree of any Governmental Authority which is not subject to appeal or further administrative or judicial review, or

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

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

(i) if Service Provider is not then in material breach and Station Owner is in material breach under this Agreement (other than a breach by Station Owner

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

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

(iii) if, at any time during the Term, the Service Station loses its affiliation with a Major Television Network.

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

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

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

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

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

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

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

Section 5.3 Certain Matters Upon Termination.

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

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

ARTICLE VI -- REPRESENTATIONS AND WARRANTIES OF STATION OWNER

Station Owner represents and warrants to Service Provider as follows

Section 6.1 Authorization and Binding Obligation. The execution, delivery, and performance of this Agreement by Station Owner have been duly authorized by all necessary organizational action on the part of such party. This Agreement has been duly executed and delivered by Station Owner and constitutes the legal, valid, and binding obligation of such party, enforceable against it in accordance with its terms except as the enforceability thereof may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium, insolvency, reorganization, or other similar laws of general application affecting the enforcement of creditors' rights or by general principles of equity limiting the availability of equitable remedies.

Section 6.2 Absence of Conflicting Agreements or Consents. The execution, delivery, and performance by Station Owner of this Agreement and the documents contemplated hereby (with or without the giving of notice, the lapse of time, or both) (a) will not conflict with the organizational documents of Station Owner, (b) to the actual knowledge of Station Owner or its respective Affiliates, does not conflict with, result in a breach of, or constitute a default under any law, judgment, order, ordinance, injunction, decree, rule, regulation, or ruling of any court or governmental instrumentality applicable to Station Owner, and (c) does not conflict with, constitute grounds for termination of, result in a breach of, constitute a default under, or

accelerate or permit the acceleration of any performance required by the terms of any agreement, instrument, license, or permit to which Station Owner is a party or by which it is bound as of the date hereof.

ARTICLE VII -- REPRESENTATIONS AND WARRANTIES OF SERVICE PROVIDER

Service Provider represents and warrants to Station Owner as follows:

Section 7.1 Authorization and Binding Obligation. The execution, delivery, and performance of this Agreement by Service Provider have been duly authorized by all necessary organizational action on the part of such party. This Agreement has been duly executed and delivered by Service Provider and constitutes the legal, valid, and binding obligation of such party, enforceable against it in accordance with its terms except as the enforceability thereof may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium, insolvency, reorganization or other similar laws of general application affecting the enforcement of creditors' rights or by general principles of equity limiting the availability of equitable remedies.

Section 7.2 Absence of Conflicting Agreements and Required Consents. The execution, delivery, and performance by Service Provider of this Agreement and the documents contemplated hereby (with or without the giving of notice, the lapse of time, or both): (a) will not conflict with the organizing documents of Service Provider; (b) to the actual knowledge of Service Provider or its Affiliates, does not conflict with, result in a breach of, or constitute a default under, any law, judgment, order, ordinance, injunction, decree, rule, regulation, or ruling of any court or governmental instrumentality applicable to Service Provider; and (c) does not conflict with, constitute grounds for termination of, result in a breach of, constitute a default under, or accelerate or permit the acceleration of any performance required by the terms of, any agreement, instrument, license or permit to which Service Provider is a party or by which it is bound as of the date hereof.

ARTICLE VIII -- INSURANCE

Section 8.1 During the Term Service Provider shall, at its own expense, maintain and carry in full force and effect at least the following types and amounts of insurance coverage, subject to the requirements set forth in 0

(a) Professional liability/errors and omissions liability covering the Service Provider's acts and omissions which may arise out of the Newscast Programming or the services provided hereunder with limits no less than [REDACTED] for each occurrence.

(b) Commercial general liability with limits no less than [REDACTED] for each occurrence.

(c) Worker's compensation with limits no less than the greater of (i) [REDACTED] for each occurrence, or (ii) the minimum amount required by applicable law.

(d) Commercial automobile liability with limits no less than [REDACTED], combined single limit for each occurrence involving personal injuries and/or property damage;

and

(e) Umbrella (excess) liability for the coverage in Section 8.1(a), Section 8.1(b), and Section 8.1(d), with limits no less than [REDACTED]

Section 8.2 Service Provider shall ensure that all insurance policies required pursuant to Section 8.1 are issued by insurance companies with a AM Best's Rating of not less than A-VII or better. Additionally, with the exception of workers compensation, all such insurance policies shall:

(a) provide that such insurance carriers give Station Owner at least 30 days' prior written notice of cancellation of policy coverage, provided that, prior to such cancellation, Service Provider has new insurance policies in place that meet the requirements of this Article VIII,

(b) provide that such insurance be primary insurance and any similar insurance in the name of and/or for the benefit of Station Owner shall be excess and non-contributory;

(c) name Station Owner and Station Owner's Affiliates, including, in each case, all successors and permitted assigns, as additional insureds; and

(d) waive any right of subrogation of the insurers against Station Owner or any of its Affiliates

Section 8.3 Upon the written request of Station Owner, Service Provider shall provide Station Owner with copies of the certificates of insurance and policy endorsements for all insurance coverage required by this Article VIII, and shall not do anything to invalidate such insurance. This Article VIII shall not be construed in any manner as waiving, restricting, or limiting the liability of either party for any obligations imposed under this Agreement (including but not limited to, any provisions requiring a party hereto to indemnify, defend, and hold the other harmless under this Agreement)

ARTICLE IX -- INDEMNIFICATION AND REMEDIES

Section 9.1 *By Service Provider.*

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

(i) any act or omission, event or occurrence that was or shall be caused by Service Provider, its employees, agents or Affiliates relating to the performance of Service Provider's obligations hereunder, other than expenses to be paid

by Station Owner and the obligations and liabilities that are the responsibility of Station Owner hereunder,

(ii) any breach by Service Provider of any of its obligations, representations, warranties, covenants and other agreements hereunder,

(iii) any Newscast Programming or the Promotional Services, or

(iv) the business and operation of the Service Station

(b) The obligations of Service Provider under this Section 9.1 shall survive any termination or expiration of this Agreement, as applicable

(c) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL (i) SERVICE PROVIDER BE LIABLE UNDER THIS SECTION 9.1 FOR PUNITIVE, TREBLE, EXEMPLARY, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES THAT ARE NOT ACTUAL DAMAGES IN ACCORDANCE WITH APPLICABLE LAW; OR (ii) SERVICE PROVIDER'S INDEMNIFICATION OBLIGATIONS UNDER THIS SECTION 9.1 EXTEND TO DAMAGES TO THE EXTENT ARISING OUT OF OR RESULTING FROM A BREACH BY STATION OWNER OF ITS REPRESENTATIONS, WARRANTIES, COVENANTS OR AGREEMENTS IN THIS AGREEMENT, OR FROM THE NEGLIGENCE OR WILLFUL MISCONDUCT OF STATION OWNER OR ANY OF ITS EMPLOYEES, AGENTS OR AFFILIATES.

(d) Service Provider shall not be subject to the indemnification obligations set forth in this Section 9.1 unless an individual claim filed hereunder exceeds [REDACTED] or claims in the aggregate exceed [REDACTED]

Section 9.2 By Station Owner.

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

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

(ii) any breach by Station Owner of any of its obligations, representations, warranties, covenants and other agreements hereunder,

(iii) the Station's programming or advertising, other than the Newscast Programming or other materials provided by Service Provider, or

(iv) the business and operation of the Station except for liabilities expressly assumed by Service Provider in this Agreement or otherwise subject to indemnification pursuant to the terms and subject to the conditions of Section 9.1.

(b) The obligations of Station Owner under this Section 9.2 shall survive any termination or expiration of this Agreement, as applicable.

(c) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL (i) STATION OWNER BE LIABLE UNDER THIS SECTION 9.2 FOR PUNITIVE, TREBLE, EXEMPLARY, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES THAT ARE NOT ACTUAL DAMAGES IN ACCORDANCE WITH APPLICABLE LAW; OR (ii) STATION OWNER'S INDEMNIFICATION OBLIGATIONS UNDER THIS SECTION 9.2 EXTEND TO DAMAGES TO THE EXTENT ARISING OUT OF OR RESULTING FROM A BREACH BY SERVICE PROVIDER OF ITS REPRESENTATIONS, WARRANTIES, COVENANTS OR AGREEMENTS IN THIS AGREEMENT, OR FROM THE NEGLIGENCE OR WILLFUL MISCONDUCT OF SERVICE PROVIDER OR ANY OF ITS EMPLOYEES, AGENTS OR AFFILIATES.

(d) Station Owner shall not be subject to the indemnification obligations set forth in this Section 9.2 unless an individual claim filed hereunder exceeds [REDACTED] or claims in the aggregate exceed [REDACTED].

Section 9.3 Procedure.

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

(b) If the Indemnifying Party shall fail to give a Defense Notice, it shall be deemed to have elected not to conduct the defense of the subject Third Party Claim, and in such event the Indemnified Party shall have the right to conduct such defense in good faith. If the Indemnified Party defends any Third Party Claim, then the Indemnifying Party shall reimburse the Indemnified Party for the costs and expenses of defending such Third Party Claim upon submission of periodic bills. If the Indemnifying Party elects to conduct the defense of the subject Third Party Claim, the Indemnified Party may participate, at his or its own expense, in the defense of such Third Party Claim; *provided, however*, that such Indemnified Party shall be entitled to participate in any such defense with separate counsel at the expense of the Indemnifying Party if (i) so requested by the Indemnifying Party to participate or (ii) in the reasonable opinion of counsel to the Indemnified Party, a conflict or potential conflict exists between the Indemnified Party and the Indemnifying Party that would make such separate representation advisable; and *provided, further*, that the Indemnifying Party shall not be required to pay for more than one counsel for all Indemnified Parties in connection with any Third Party Claim.

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

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

(e) It is the intent of the parties that all direct claims by an Indemnified Party against a party not arising out of Third Party Claims shall be subject to and benefit from the terms of this Section 9.3. Any claim under this Section 9.3 by an Indemnified Party for indemnification other than indemnification against a Third Party Claim (a "*Direct Claim*") will

be asserted by giving the Indemnifying Party reasonably prompt written notice thereof, and the Indemnifying Party will have a period of twenty (20) days within which to satisfy such Direct Claim. If the Indemnifying Party does not so respond within such twenty (20)-day period, the Indemnifying Party will be deemed to have rejected such claim, in which event the Indemnified Party will be free to pursue such remedies as may be available to the Indemnified Party under this Article IX.

(f) A failure by an Indemnified Party to give timely, complete, or accurate notice as provided in this Section 9.3 shall not affect the rights or obligations of either party hereunder except to the extent that, as a result of such failure, any party entitled to receive such notice was deprived of its right to recover any payment under its applicable insurance coverage or was otherwise materially adversely affected or damaged as a result of such failure to give timely, complete, and accurate notice.

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

Section 9.4 Risk of Loss. Except to the extent otherwise provided pursuant to the terms and subject to the conditions of Section 9.1, 9.2 and 9.3 above, as applicable, the risk of Loss with respect to any real property or tangible personal property shall be with the owner thereof, whether Station Owner or Service Provider, as the case may be.

Section 9.5 Services Unique. The parties hereby agree that the services to be provided by the parties under this Agreement are unique and that substitutes therefor cannot be purchased or acquired in the open market. For that reason, the parties would be irreparably damaged in the event of a material breach of this Agreement by the other party. Accordingly, to the extent permitted by the Communications Act and the FCC Rules and other Applicable Law then in effect, the parties may request that a decree of specific performance be issued by a court of competent jurisdiction, enjoining the other party to observe and to perform such other party's covenants, conditions, agreements and obligations hereunder, and the parties hereby agree neither to oppose nor to resist the issuance of such a decree on the grounds that there may exist an adequate remedy at law for any material breach of this Agreement.

Section 9.6 Exclusivity. After the Commencement Date, the indemnification provided by this Article IX shall be the sole and exclusive remedy of either of Service Provider and Station Owner against the other party hereto for any claim arising out of a breach of any representation, warranty, covenant or agreement herein or otherwise in connection with this Agreement, *provided* that this Article IX shall not prohibit (a) injunctive relief (including specific performance) pursuant to Section 9.5 of this Agreement or if available under Applicable

Law or (b) any other remedy available at law or in equity for any fraud committed in connection with this Agreement.

ARTICLE X – MISCELLANEOUS

Section 10.1 Survival. Notwithstanding anything to the contrary contained within this Agreement, Articles IX and X shall survive the termination or expiration of this Agreement.

Section 10.2 Force Majeure. Any delay or interruption in the business or broadcast operation of the Station or the Service Station, in whole or in part, due to acts of God, strikes, lockouts, material or labor restrictions, governmental action, riots, epidemics, natural disasters or any other cause not reasonably within the control of a party (a "**Force Majeure Event**") shall not constitute a breach of this Agreement, and no party shall be liable to any other party for any liability or obligation with respect thereto.

Section 10.3 Unenforceability. If the application thereof to any Person or circumstances shall be held by any Governmental Authority of competent jurisdiction to be invalid or unenforceable to any extent, or if the FCC should informally advise the parties to that effect, the parties shall attempt in good faith to amend the Agreement accordingly and the remainder of this Agreement and the application of such provisions to other Persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law, except that, if such invalidity or unenforceability should change the basic economic positions of the parties, they shall negotiate in good faith such changes in other terms as shall be practicable in order to restore them to their prior positions. In the event that the FCC, or any other Governmental Authority having jurisdiction with respect to the matters contemplated hereunder, alters or modifies its rules or policies in a fashion, or takes or proposes to take such other action, which would raise substantial and material questions as to the validity of any provision of this Agreement, including to the extent that such provision creates an impermissible attributable interest under the FCC Rules, (an "**Unenforceability Event**"), the parties shall negotiate in good faith to revise any such provision in an effort to comply with all applicable FCC Rules or the rules or policies of such other Governmental Authority while attempting to preserve the intent of the parties as embodied in 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.

Section 10.4 Notices. All notices, demands, and requests required or permitted to be given under the provisions of this Agreement shall be (a) in writing, (b) delivered by personal delivery, or sent by commercial delivery service or registered or certified mail, return receipt requested, (c) deemed to have been given on the date of personal delivery or the date set forth in the records of the delivery service or on the return receipt, and (d) addressed as set forth on *Schedule 11.4* hereto.

Section 10.5 Assignment; Benefit; Binding Effect.

(a) Except as otherwise expressly provided below in this Section 10.5, no party may assign this Agreement or delegate its obligations under this Agreement without the prior written consent of the other party hereto. Service Provider shall assign its rights and delegate its obligations under this Agreement to any (i) successor in interest as the operator or licensee of the Service Station or (ii) purchaser of all or substantially all of the assets of such Service Station, including a bankruptcy trustee, a debtor in possession or a reorganized debtor.

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

(c) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Without limiting Section 10.5(b) above, any permitted assignee of a party hereto shall be a party to this Agreement for all purposes hereof.

Section 10.6 Confidentiality; Press Releases. Each party hereto agrees that it will not at any time during or after the termination or expiration of this Agreement disclose to others or use, except as duly authorized in connection with the conduct of the business or the rendering of services hereunder, any secret, proprietary or confidential information of the other party hereto. Without limiting the foregoing, neither party shall issue any press release or other similar public communication relating to this Agreement or its subject matter, or the activities of the parties under or in connection with this Agreement, without the prior written approval of the other party, except for communications required by Applicable Law as reasonably advised by the issuing party's counsel (provided that the other party is given a reasonable opportunity to review and comment on any such press release or public communication in advance thereof to the extent legally permitted and the issuing party shall act in good faith to incorporate any comments provided by the other party on such press release or public communication). To the extent required by the Communications Act, the FCC Rules or other Applicable Law, each party shall place a copy of this Agreement in its public inspection file and shall consult with and agree upon the confidential and proprietary information herein that shall be redacted from such copy.

Section 10.7 Relationship of the Parties; Nature of Services; Agents. This Agreement does not, and shall not be deemed to, constitute a partnership, joint venture, agency, or any other form of legal association between the parties. Except as otherwise specifically provided in this Agreement, no party shall be authorized to act as an agent of or otherwise to represent any other party hereto. Service Provider shall have the right, with respect to its obligations under this Agreement, to designate agents or otherwise subcontract with a third party to perform such obligations or portion thereof, *provided* that no such designation shall limit or modify the obligations or liability of Service Provider under this Agreement.

Section 10.8 Governing Law. This Agreement shall be construed and governed in accordance with the laws of Florida without reference to the conflict of laws principles thereof.

Section 10.9 Counterparts and Transmission of Signatures. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed original counterpart of this Agreement.


Section 10.10 Amendment; Waiver; Entire Agreement. This Agreement and the Schedules hereto (which are hereby incorporated by reference and made a part hereof), when executed and delivered by the parties thereto, collectively represent the entire understanding and agreement among the parties hereto with respect to the subject matter hereof and thereof and shall supersede as of the Commencement Date all prior agreements with respect to the subject matter hereof and thereof. No term or provision hereof may be changed, modified, terminated or discharged (other than in accordance with its terms), in whole or in part, except by a writing which is dated and signed by the parties hereto. No waiver of any of the provisions or conditions of this Agreement or of any of the rights, powers or privileges of a party hereto shall be effective or binding unless in writing and signed by the party claimed to have given or consented to such waiver.


SIGNATURE PAGE FOLLOWS

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

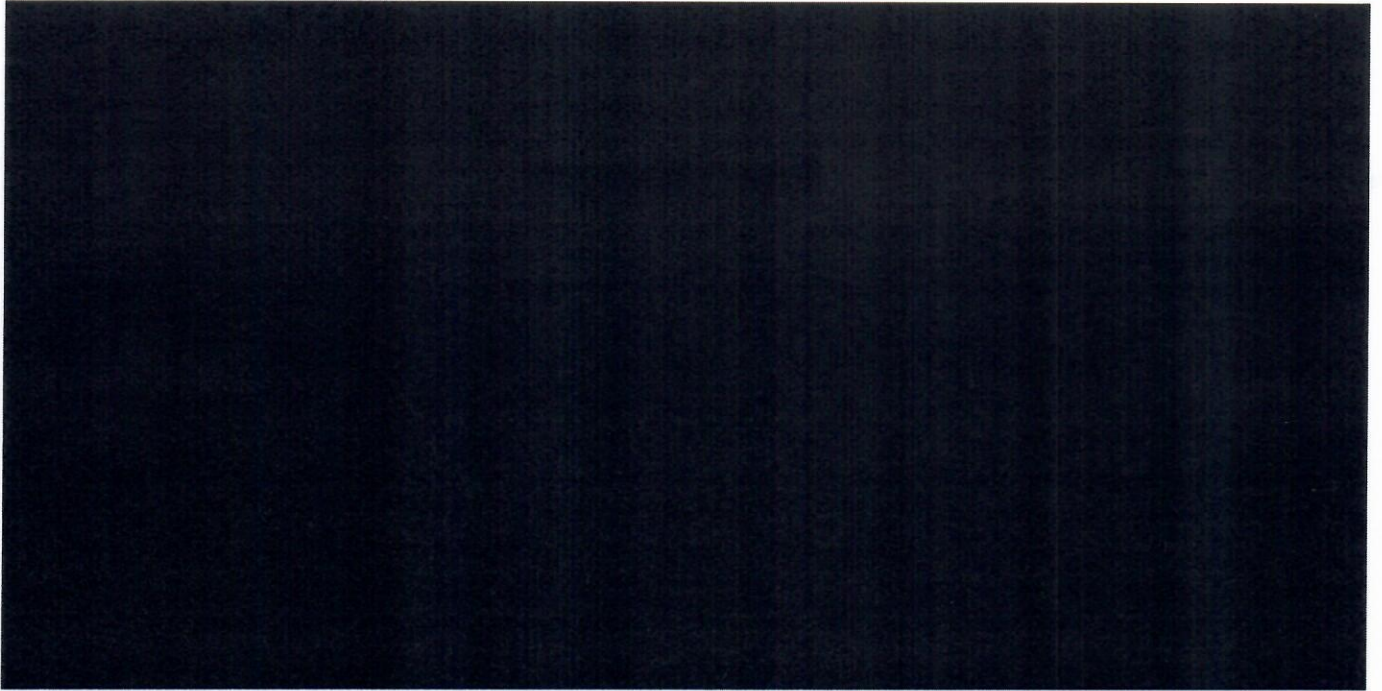
WPLG, INC.

SCRIPPS MEDIA, INC.

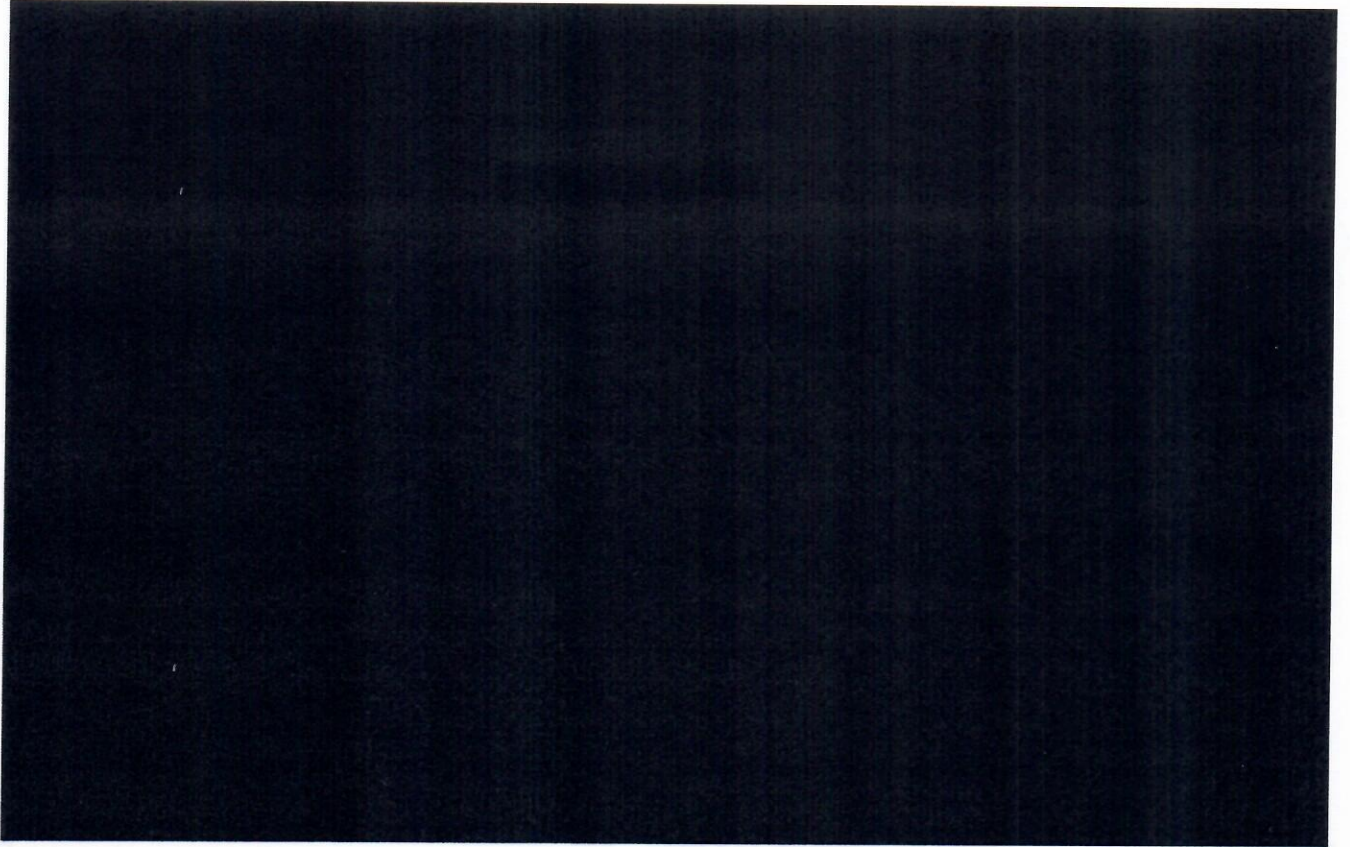
By: 
Name: E. R. Bert Medina
Title: President and CEO

By: 
Name: Brian G. Lawlor
Title: President, Local Media

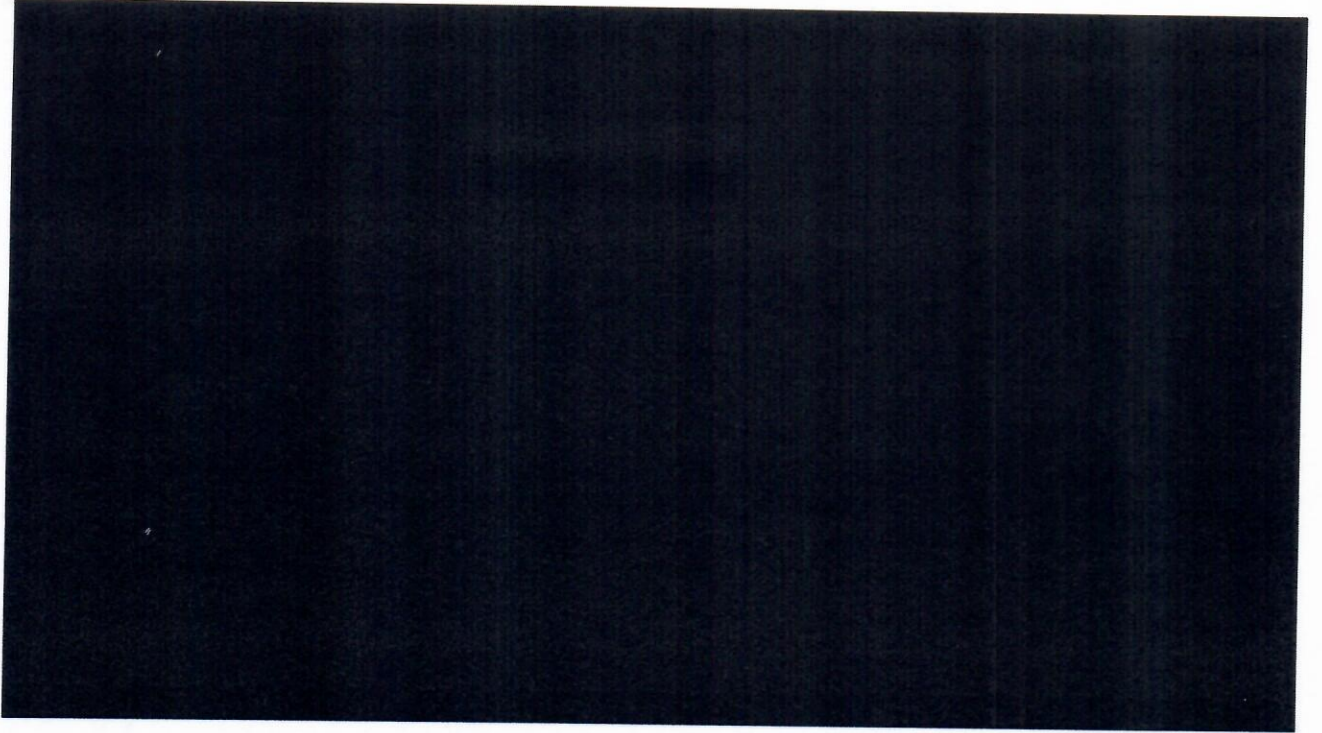
Schedule 3.1(a)



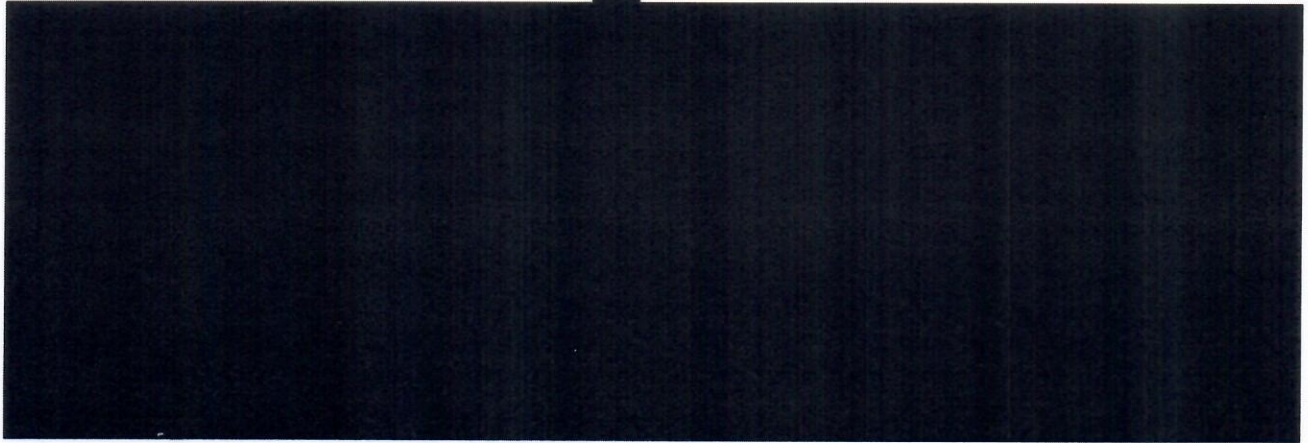
Schedule 3.1(h)



Schedule 3.2



Schedule 4.1



Schedule 11.4

