

**ATSC 3.0 HOSTING AGREEMENT
PORTLAND**

This ATSC 3.0 HOSTING AGREEMENT (“**Agreement**”) is dated as of February 14, 2020 (the “**Effective Date**”) by and between KPTV-KPDX Broadcasting Corporation, an Oregon Corporation (“**Host**”) and Sander Operating Co. III LLC d/b/a KGW Television, a Delaware LLC (“**Guest**”) (each a “**Party**” and together, the “**Parties**”).

- A. The Parties are part of a coordinated effort to deploy the ATSC 3.0 broadcast television transmission standard (“**ATSC 3.0**”), as defined by 47 C.F.R. §73.3801 of the rules of the Federal Communications Commission (the “**FCC**”), in the Portland, Oregon Designated Market Area (the “**Market**”). The initial transition and deployment plan for the Market is set forth on Exhibit A hereto (the “**Deployment Plan**”).
- B. Host is the licensee of Station KPDX, Portland, OR (the “**Host Station**”), which intends to transmit its signal in the ATSC 3.0 broadcast standard.
- C. Guest is the licensee of Station KGW-TV, Portland, OR (the “**Guest Station**”), which transmits its signal in the ATSC 1.0 broadcast standard.
- D. Host wishes to transmit certain programming of the Guest Station (the “**Guest Program Streams**”) on the Host Station in the ATSC 3.0 format.
- E. Guest wishes to provide the Guest Program Streams to Host, while maintaining full responsibility for its content, as provided in this Agreement.

NOW, THEREFORE, taking the foregoing recitals into account, and in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1.

FCC REQUIRED PROVISIONS

- 1.1. **FCC Required Provisions.** Host and Guest certify that this Agreement complies with the FCC’s ATSC 3.0 rules by setting forth each Party’s rights and responsibilities regarding:
- (a) Access to facilities (Section 4.3);
 - (b) Allocation of bandwidth (Section 4.1 and Schedule 4.1);
 - (c) Operation, maintenance, repair, and modification of the Host Station’s facilities (Sections 4.3 and 4.4), including a list of all relevant equipment, a description of each party’s financial obligations, and any relevant notice provisions (Section 7.1);
 - (d) Conditions under which this Agreement may be terminated, assigned or transferred (Sections 6.1 and 7.5); and
 - (e) How the Guest Station’s program streams may be transitioned off the Host Station (Sections 6.1 and 6.2).

2.
TERM

- 2.1. **Term.** The term of this Agreement shall commence on the date hereof, and, unless earlier terminated in accordance with Section 6.1, shall continue until the date that is three (3) years following the Commencement Date (the “**Initial Term**”).
- 2.2. **Renewal Term.** The Initial Term may be renewed for four (4) successive terms of one (1) year on the mutual agreement of the Parties (each a “**Renewal Term**” and, collectively with the Initial Term, the “**Term**”).

3.
PREPARATION, COMMENCEMENT AND MARKET PLANNING

- 3.1. **FCC Application.** Within ten (10) business days following the execution of this Agreement, Host shall file with the FCC an application seeking authorization to operate in the ATSC 3.0 standard (the “**Application**”). Such Application shall be filed concurrently with any application(s) set forth in that certain 1.0 Hosting Agreement of even date herewith between the same parties regarding Guest Station’s hosting of certain of KPTV-KPDX Broadcasting Corporation’s ATSC 1.0 streams (such agreement, the “**1.0 Hosting Agreement**,” and such application(s), the “**1.0 Stream Application(s)**”).
- 3.2. **Pre-Launch Conditions.** Following the execution of this Agreement, the obligations of Host to commence transmission of any Guest program stream shall be subject to the fulfillment of the following conditions (the “**Pre-Launch Conditions**”), which the Parties agree to use commercially reasonable efforts to fulfill:
- (a) FCC approval for the Application and 1.0 Stream Application(s) shall have been granted;
 - (b) Each Party shall satisfy the FCC’s applicable notification requirements to consumers and multichannel video program distributors (at such Party’s cost and expense); and
 - (c) Guest shall have obtained all material network and programming consents necessary for the Guest Program Streams to be transmitted in the ATSC 3.0 format from the Host Station.
- 3.3. **Commencement.** No later than thirty (30) days after the later of the Effective Date or the satisfaction of the Pre-Launch Conditions, Host shall commence transmitting the Guest Program Streams. The parties agree that launch of the Guest Program Streams shall be substantially contemporaneous with Guest Station’s launch of those certain Host-originated program streams in ATSC 1.0 pursuant to the ATSC 1.0 Hosting Agreement.
- 3.4. **Deployment Plan.** The Parties agree to use their best commercially reasonable efforts to effectuate the transition set forth in the Deployment Plan, which efforts shall include seeking all necessary consents required from, and giving all required notices to, third parties, including programmers, redistributors and landlords. In the event that another station participating in the Deployment Plan is required to host any program stream of either the Host Station or the Guest Station pursuant to the Deployment Plan or any agreement, and fails to host that program stream, then Host and Guest agree to negotiate in good faith to find another host (in ATSC 1.0 or 3.0 format, as applicable) for such program

stream. Each Party acknowledges that conditions in the Market during the Term may warrant changes to the Deployment Plan to facilitate the provision of more ATSC 3.0 capacity or programming to stations participating in the Deployment Plan. Each Party agrees to negotiate in good faith with other parties in the market to implement such changes as to which the Parties mutually agree.

4.

OPERATION AND ONGOING MATTERS

4.1. *Transmission and Sharing Plan.* Guest shall provide the Guest Program Streams to Host, and Host shall transmit the Guest Program Streams in the ATSC 3.0 format as provided by Guest, in each case pursuant to the overall sharing plan described in Schedule 4.1 (the “**Transmission Plan**”).

4.2. *Transmission.* Except as provided herein, Host shall not alter the Guest Program Streams(s) as provided by Guest, *provided that* Host shall (a) encode, compress or modulate the content in a manner permitted under the Transmission Plan as required to multiplex all program streams transmitted by the Host Station and (b) combine the event information tables and other information into a common Program and System Information Protocol (“**PSIP**”) format. Host shall insert common PSIP information within the Guest Program Streams as necessary to provide tuning and guide information as directed by Guest.

4.3. *Access to Facilities.* Host shall provide Guest with reasonable access to the transmitter site and other similar technical facilities of the Host Station (the “**Facilities**”) to the extent reasonably necessary to ensure ongoing broadcast operations of the Guest Program Stream in the ordinary course consistent with past practices of Host Station (as such practices are made known to Guest) and good engineering practices customary in the television broadcast industry (collectively, “**good engineering practices**”), provided that (a) Guest shall exercise such access rights, only with prior notice to and approval by Host, in a manner consistent with good engineering practices and other practices reasonable and customary for the broadcast television industry, and in all events exercising a standard of care similar in all material respects to that of Host as reasonably communicated or made known to Guest (collectively, “**customary station practices**”), and (b) in all events, neither Party shall take any action that would be reasonably likely to disrupt or impair in any material respect the operation of the Host Station except, in the case of Host, for any actions reasonably necessary to perform Required Maintenance. If any third-party consent is necessary for Guest’s use of the Facilities, Host shall cooperate with Guest and take all such actions as are reasonably required to obtain such third-party consents.

4.4. *Operation and Maintenance.* Except as provided below, Host shall be solely responsible for all costs and expenses relating to the Host Station. Each of Host and Guest shall be solely responsible for (i) costs for any necessary link between its station’s studio site and the site from which Host Station transports its signal to the transmitter site for broadcast on the Host Station, (ii) all expenses related to any equipment solely owned by it and located at the transmitter site, (iii) its own insurance costs. Host shall maintain, repair and replace the Facilities in accordance with good engineering practices and use

commercially reasonable efforts to ensure that such equipment operates consistent with past practice and, in all events, within the technical parameters set forth on the stations' FCC licenses ("**Required Maintenance**"), with any costs and expenses incurred in connection with such Required Maintenance borne solely by Host; *provided* that Guest shall be solely responsible for the costs of any Required Maintenance that is required because of Guest's actions. In the event of planned repairs to the Facilities, Host shall reasonably coordinate such repairs (and any related downtime) with Guest. If the Facilities suffer an unexpected failure requiring the Guest Station to temporarily cease broadcasting or operate at reduced power levels, Host shall promptly notify Guest and use commercially reasonable efforts, consistent with good engineering practices, to return the Host Station to operations at its full authorized power.

4.5. **Review and Consultation Regarding Operational Matters.** Each Party shall identify one or more officers or senior personnel with sufficient authority and technical experience to address such issues independently or otherwise expeditiously (the "**Principal Liaisons**"). The Principal Liaisons shall meet following the Commencement Date at such times or at such intervals as the Parties may reasonably designate (but no less frequently than once every year), or upon the request of either Party upon appropriate prior notice. The Principal Liaisons shall review (a) the Transmission Plan and other engineering issues related to transmission of the Guest Program Streams and (b) the application and implementation of new technologies, including compression technologies, in view of technological, logistical, marketplace or regulatory changes, including then-current customary station practices, and to otherwise facilitate cooperation with respect to the purpose of this Agreement.

4.6. **Insurance.** Each party shall continuously maintain, at its own expense, as applicable, sufficient insurance with respect to its use of the Host Station facilities and operations from the Host Station transmitter site during the Term and shall (a) when deemed necessary by the insured, name the other Party as an additional insured under such policies and (b) provide thirty (30) days' prior written notice of any cancellation, reduction of amounts payable, or any changes or amendments thereto.

4.7. **Regulatory Obligations.**

(a) **Compliance.** The obligations of the Parties under this Agreement are subject to the rules, regulations and policies of the FCC (the "**Communications Laws**") and all other applicable laws. Each Party shall comply in all material respects with all applicable federal, state and local laws, including the Communications Laws, with respect to its ownership and operation of the Host Station or Guest Station, as applicable. Each Party will promptly notify the other Party of any material communications to and from the FCC that relate to a Party's operations which may require coordination. Guest shall be solely responsible for all content airing on the Guest Program Streams.

(b) **Control.** In accordance with the Communications Laws, Host shall control, supervise and direct the day-to-day operation of the Host Station (including Host's employees, programming and finances), and Guest shall control, supervise and direct the day-to-day operation of the Guest Station (including Guest's employees, programming and finances), and nothing in this Agreement is intended to, nor shall be deemed to, affect each Party's responsibilities with respect to the operation of its respective station. Neither Host

nor Guest shall hold itself out as the licensee of the other's station. Nothing in this Agreement is intended, nor shall be construed, to establish a joint sales relationship between the Parties. The Parties shall not share or exchange, and shall prohibit their employees from sharing or exchanging, either directly or indirectly, non-public information relating to pricing or pricing strategies, pacing, holding capacity, revenues or market share.

5.

ALLOCATIONS OF RISK

5.1. **Representations, Warranties and Covenants.** Guest represents and warrants to Host that it has, or as of the launch of the Guest Program Stream(s) will have, obtained any material network or programming consents necessary for the transmission of the Guest Program Streams on the Host Station. Each Party represents and warrants to the other that, as of the date hereof, (a) it is a corporation, limited liability company or general partnership (as applicable) duly organized and validly existing under the laws of its place of organization; (b) it is in good standing in the jurisdiction of its organization and, if necessary, is qualified to do business in the state in which the Host Station is located; (c) it has full power and authority and has taken all corporate action necessary to enter into and perform this Agreement and to consummate the transactions contemplated hereby; and (d) this Agreement is its legal, valid and binding obligation, enforceable in accordance with the terms and conditions hereof.

5.2. **Indemnification.**

(a) **Scope.** Each Party shall indemnify, defend and hold harmless the other Party (and such Party's Affiliates, directors, officers, employees, agents, representatives, and their respective successors and assigns), from and against any and all losses, liabilities, claims, damages, costs and expenses (including reasonable attorneys' fees) (collectively, "**Losses**") resulting from, arising out of, or relating to:

(i) **Breach of Representations and Warranties.** Any breach of any representation or warranty made by the indemnifying Party under this Agreement;

(ii) **Breach of Covenants.** Failure to comply with the covenants and obligations to be performed by the indemnifying Party under this Agreement; and

(iii) **Post-Commencement Operations.** Solely with respect to the portion of the Term following the Commencement Date, the business and operation of the indemnifying Party's station and, as to Guest, the programming and advertising broadcast on the Guest Program Streams, including with respect to indecency, libel, slander, infringement of trademarks or trade names, infringement of copyrights and proprietary rights, violation of rights of privacy and other violations of rights, the Communications Laws or other applicable laws.

(b) **Procedures.** The Party seeking indemnification hereunder shall (i) give the indemnifying Party written notice of the relevant claim, (ii) reasonably cooperate with the indemnifying Party, at the indemnifying Party's expense, in the defense of such claim, and (iii) give the indemnifying Party the right to control the defense and settlement of any such claim, except that the indemnifying Party shall not enter into any settlement without the indemnified Party's prior written approval (which shall not be unreasonably withheld,

delayed or conditioned). The indemnified Party shall have no authority to settle any claim on behalf of the indemnifying Party; *provided, however*, the indemnified Party shall have the right to participate in the defense of any third-party claim at its own expense assisted by counsel of its own choosing.

(c) *Attorneys' Fees.* The prevailing party in any lawsuit brought to enforce the performance or compliance of any provision of this Agreement may recover reasonable attorneys' fees and costs from the non-prevailing party.

5.3. *Limitations on Liability.* Except (a) to the extent arising from a claim against an indemnified Party by a third party giving rise to a Loss subject to indemnification hereunder or (b) in the case of personal injury, including death, and damages to tangible property caused by the gross negligence or willful misconduct of a Party or its employees, agents or subcontractors, no indemnifying Party hereunder shall have any liability for any punitive, consequential, indirect, exemplary, special or incidental loss or damage suffered by the other arising from or related to the performance or nonperformance of this Agreement, including loss of data, profits, interest or revenue or interruption of business, even if such Party has been informed of or might otherwise have anticipated or foreseen the possibility of such losses or damages.

5.4. **Dispute Resolution.**

(a) *Consultation of Principal Liaisons or Executive Officers.* With respect to any issue, controversy or dispute between the Parties (a "**Dispute**"), the Principal Liaisons shall confer and endeavor to resolve such Dispute. If the Parties are unable to come to an agreement on a given Dispute through the Principal Liaisons, the Parties' respective executive officers (or their designees of appropriate seniority) shall meet and confer in an attempt to resolve the Dispute.

(b) *Non-Binding Mediation.* If such Dispute is not resolved pursuant to Section 5.4(a), or if either Party so elects, the matter may be submitted to a mutually agreeable independent third party with substantial experience and expertise in the business and operation of television broadcast stations (the "**Special Master**") to serve as a non-binding mediator. If the Parties cannot agree on the selection of a Special Master, then each Party shall nominate one person to be the Special Master (the "**Special Master Nominee**") and the two Special Master Nominees shall then determine which of them shall serve as the Special Master Nominee or, if they cannot so determine, then they shall select a third party to serve as the Special Master.

(c) *Judicial Recourse and Available Remedies.* Subject to the last sentence of this Section 5.4(c), nothing contained herein shall otherwise act to limit or modify the Parties' ability to seek recourse through judicial resolution of any matter in accordance with applicable law or, except as set forth in Section 5.3, limit the remedies available hereunder to any Party at law or equity. Notwithstanding the foregoing, each Party hereby irrevocably and unconditionally waives any right it may have to trial by jury in any action arising out of or related to this Agreement or the transactions contemplated by this Agreement.

6.

TERMINATION AND OTHER REMEDIES

6.1. *Termination.* This Agreement may be terminated as follows:

(a) *Mutual Consent.* The Parties may terminate this Agreement at any time by mutual written agreement.

(b) *Material Breach.* Either Party shall have the right to terminate this Agreement upon a breach of this Agreement in any material respect by the other Party (a “**Material Breach**”), which Material Breach is not cured within sixty (60) days after written notice thereof. In the event of a Material Breach under this Agreement is not cured within sixty (60) days, the non-defaulting Party may, in lieu of termination, and in its sole discretion, cure the breach, in which event the non-defaulting Party shall be entitled to an offset against its share of expenses owed under this Agreement in the amount of all out-of-pocket costs and expenses reasonably incurred in curing such breach.

(c) *Cross Termination.* Host and Guest are parties to that certain 1.0 Hosting Agreement of even date herewith. If either Party has the right to terminate the 1.0 Hosting Agreement as a result of the other Party’s material breach thereof and, after the expiration of any applicable cure periods, such non-breaching party so terminates the 1.0 Hosting Agreement, such non-breaching party shall have the right to terminate this Agreement upon thirty (30) days’ written notice; *provided, however*, Host shall permit Guest to use Host’s channel as provided herein and shall continue to provide the access and services set forth herein for up to six (6) months after the date of termination, or such earlier time as Guest vacates the Host Channel, and *provided further that* Guest continues to comply with the terms of this Agreement.

(d) *Termination for Convenience.* Guest may terminate this Agreement for convenience at any time by giving at least sixty (60) days’ prior written notice, provided that Guest’s termination for convenience shall not relieve Guest of any obligations to Host under any other agreement(s).

(e) *Loss of License or Eligibility to Participate.* This Agreement shall automatically terminate upon (i) either Party’s loss of its FCC license for its station subject to this Agreement pursuant to a Final Order of the FCC; or (ii) upon a Final Order by the FCC that either Party is ineligible to participate in ATSC 3.0-related simulcasting arrangements. A “**Final Order**” is an action taken by the FCC, including action taken by FCC staff under delegated authority, which (A) has not been reversed, stayed, enjoined, set aside, annulled or suspended; (B) with respect to which no timely request for stay, petition for rehearing or reconsideration, appeal or certiorari or *sua sponte* action of the FCC with comparable effect shall be pending; and (C) as to which the time for filing any such request, petition, appeal, certiorari or for the taking of any such *sua sponte* action by the FCC shall have expired or otherwise terminated.

6.2. *Effect of Termination.*

(a) *Costs.* In the event of a termination under Section 6.1(a)-(d), neither party shall be liable to the other as a result of such termination for any amounts over those that are due and payable under other provisions of this Agreement.

(b) *Survival.* In the event of the expiration or termination of this Agreement, this Agreement shall upon the effective date of such termination become null and void and have no effect, and the obligations of the Parties under this Agreement shall terminate, except for Sections 5.2, 5.3, 6.2, 6.3, 6.4, and ARTICLE 7 (including any schedules referenced

therein), all of which shall survive indefinitely. Nothing in this Article V shall relieve either Party of any liability for a breach of this Agreement prior to the termination hereof. The expiration or termination of this Agreement shall not relieve either Party of any liability or obligation which accrued hereunder prior to the effective date of such termination, including any payment obligations, nor preclude either Party from pursuing any rights and remedies it may have hereunder or at law or in equity with respect to any breach of this Agreement (*e.g.*, a Party terminating this Agreement pursuant to Section 6.1(b) shall not be precluded from bringing a claim against the other Party for damages due to such other Party's Material Breach) nor prejudice either Party's right to obtain performance of any obligation.

(c) *Transition Period.* Notwithstanding anything in this Agreement to the contrary (except subject to the expiration of the Term pursuant to Article 2), in the event of the termination of this Agreement for any reason, including, but not limited to, a termination by Host for Material Breach pursuant to Section 6.1(b) above, Host shall continue to transmit the Guest Program Streams as provided herein and shall continue to provide the access and services set forth in Article 4 for up to six (6) months after the date of termination, or such earlier time as Guest notifies Host, *provided that* (i) Guest continues to comply with the terms of this Agreement and the 1.0 Hosting Agreement and (ii) in the case of a termination by Host for Material Breach pursuant to Section 6.1(b) above, Guest shall not be entitled to continued access to Host Station's Facilities.

6.3. *Specific Performance.* In the event of failure or threatened failure by either Party to comply with the terms of this Agreement, the other Party shall be entitled to equitable relief restraining such failure or threatened failure and, subject to obtaining any necessary FCC consent, to enforcement of this Agreement by an order of specific performance requiring compliance with this Agreement.

6.4. *Remedies Cumulative; Other Rights and Remedies.* The rights and remedies of the Parties hereto shall be cumulative and not alternative. Other than as expressly set forth herein, remedies in the event of breach of a Party's obligations under this Agreement shall include such relief as may be available at law or equity, including injunctive relief (whether temporary or permanent), specific performance, or money damages.

7.

MISCELLANEOUS

7.1. *Notices.* All notices, requests, demands and other communications that are required or may be given pursuant to the terms of this Agreement shall be in written, and shall, when addressed to a Party at the applicable address set forth on Schedule 7.1 (or at such other address as a Party may designate in accordance with this Section 7.1 upon 10 days' prior written notice to the other Party) and when expressly and conspicuously referencing this Agreement, be deemed validly delivered (*i*) on the date of delivery when delivered in person or by a nationally recognized overnight courier service maintaining records of receipt, including Federal Express, DHL and United Parcel Service, and (*ii*) on the date of

transmission when sent by email or other electronic transmission during normal business hours.

7.2. Confidential Information.

(a) Except as provided in Section 7.2(b) below, each Party hereto covenants and agrees that it will not at any time during the Term or after the termination of this Agreement disclose to others or use, any secret, proprietary or confidential information of any other Party hereto, including the terms and conditions contained in this Agreement. The Party receiving such confidential information shall take the same precautions as it takes to protect its own confidential information, but in all events reasonable precautions shall be taken, to preserve its confidentiality. Confidential information shall not be revealed to third parties, other than to (i) the Parties' Affiliates and their respective officers, employees, directors, attorneys, accountants and other legal and financial advisors who need to know such information, without prior written consent of the disclosing Party, and no Party may use any other Party's confidential information for any purpose except for purposes of performing this Agreement; or (ii) to one or more prospective investors, lenders and their advisors, provided such prospective investor or lender agrees to be bound by a non-disclosure agreement, as appropriate;

(b) Information shall not be deemed confidential or otherwise subject to the provisions of paragraph (a) above to the extent that a Party in receipt of such information (the "**Receiving Party**") shall be able to establish by competent proof that such information (i) was already known to the Receiving Party other than under an obligation of confidentiality, at the time of disclosure; (ii) was independently compiled, created or developed by the Receiving Party without reference to the otherwise confidential information disclosed by the other Party; (iii) was a matter of public record or was publicly known at the time of disclosure to the Receiving Party; (iv) became a matter of public record or became publicly known after its disclosure to the Receiving Party other than through any act or omission by or on behalf of the Receiving Party in breach of this Agreement; or (v) was disclosed to the Receiving Party by a third party who had no obligation to not disclose such information to the Receiving Party. A Receiving Party may further disclose confidential information or information otherwise subject to paragraph (a) above to the extent that such disclosure is made in response to a valid order or other binding request of a court of competent jurisdiction or other governmental authority of competent jurisdiction (including the FCC) ("**Government Inquiry**") but solely to the extent legally required; provided that the Receiving Party shall, to the extent reasonably practicable, give notice to the disclosing Party and a reasonable opportunity for such disclosing Party to seek to quash any such order or obtain a protective order with respect to the information to be disclosed and, the Receiving Party shall redact the terms and conditions of this Agreement to the greatest extent permissible under the Government Inquiry.

7.3. Force Majeure. Neither Party shall be liable to the other for any default or delay in the performance of its non-monetary obligations under this Agreement to the extent that the default or delay is caused by an event outside of its reasonable control, including a fire, flood, earthquake, war, act of terrorism, labor dispute, government or court action, failure of facilities (unless reasonably arising from such Party's failure to maintain or repair such facilities in accordance with the terms and conditions of this Agreement applicable to such Party) or act of God.

7.4. **Governing Law.** This Agreement shall be governed by the laws of the State of New York, excluding any conflicts or choice-of-law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction.

7.5. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors and assigns, if any. No Party may assign this Agreement (including in connection with a change of control of such Party through merger, acquisition, sale or otherwise) without Prior Written Consent of the other Party, *provided, however*, that notwithstanding the foregoing, each Party shall be obligated to assign this Agreement (and without the requirement of the other Party's consent) to any FCC-approved assignee or transferee of such Party's station in connection with any assignment of FCC licenses or transfer of control with respect to the Host Station or Guest Station, as applicable, and such assignee or transferee shall assume this Agreement in a writing delivered to the other Party hereto.

7.6. **Waiver.** No failure on the part of any person to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of any person in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy and no single or partial exercise of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy. No person shall be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege or remedy under this Agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of such person, and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

7.7. **Amendments.** This Agreement may not be amended, modified, altered or supplemented other than by means of a written instrument duly executed and delivered on behalf of all the Parties hereto.

7.8. **Severability.** If any covenant or provision hereof is determined by a court of competent jurisdiction to be void or unenforceable in whole or in part, it shall not be deemed to affect or impair the validity of any other covenant or provision, each of which is hereby declared to be separate and distinct. If any provision of this Agreement is declared invalid or unenforceable, that provision shall be modified to maintain the essential benefits of the bargain between the Parties hereto to the maximum extent possible, consistent with applicable laws and public policy.

7.9. **Relationship of the Parties.** The Parties to this Agreement are independent contractors. No Party shall have any right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind, any other Party. This Agreement is not intended to, and shall not be deemed, interpreted or construed to create an association, agency, joint venture, partnership, or lessor/lessee relationship between the Parties or to impose any liability attributable to such a relationship upon the Parties.

7.10. **No Third-Party Beneficiaries.** None of the provisions of this Agreement is intended to provide any rights or remedies to any person other than the Parties hereto and their respective successors and permitted assigns.

7.11. **Construction.**

(a) **Headings.** The headings contained in this Agreement are for convenience of reference only, shall not be deemed to be a part of this Agreement and shall not be referred to in connection with the construction or interpretation of this Agreement.

(b) **Interpretation.** For purposes of this Agreement, whenever the context requires: (i) the singular number shall include the plural, and vice versa and (ii) “days” shall refer to calendar days, unless otherwise stated. Except where the context requires otherwise, whenever used in this Agreement, the singular includes the plural, the plural includes the singular, the use of any gender is applicable to all genders and the word “or” has the inclusive meaning represented by the phrase “and/or.” The words “include” and “including” and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words “without limitation.”

(c) **Neutral Construction.** Each of the Parties hereto has been represented by legal counsel and the Parties hereto agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be applied in the construction or interpretation of this Agreement.


7.12. **Entire Agreement.** This Agreement, together with any Schedules and Exhibits hereto, sets forth the entire understanding of the Parties hereto relating to the subject matter hereof as of the date hereof and supersedes all prior agreements and understandings among or between any of the Parties relating to the subject matter hereof, including any term sheet developed by and among the Parties hereto.

7.13. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The exchange of copies of this Agreement or amendments thereto and of signature pages by facsimile transmission or by email transmission in portable digital format, or similar format, shall constitute effective execution and delivery of such instrument(s) as to the Parties and may be used in lieu of the original Agreement or amendment for all purposes. Signatures of the Parties transmitted by facsimile or by email transmission in portable digital format, or similar format, shall be deemed to be their original signatures for all purposes.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first set forth above.

GUEST:
Sander Operating Co. III LLC
d/b/a KGW Television

By: 
Name: AKIN S. HARRISON
Title: SECRETARY

HOST:
KPTV-KPDX Broadcasting Corporation

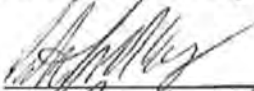
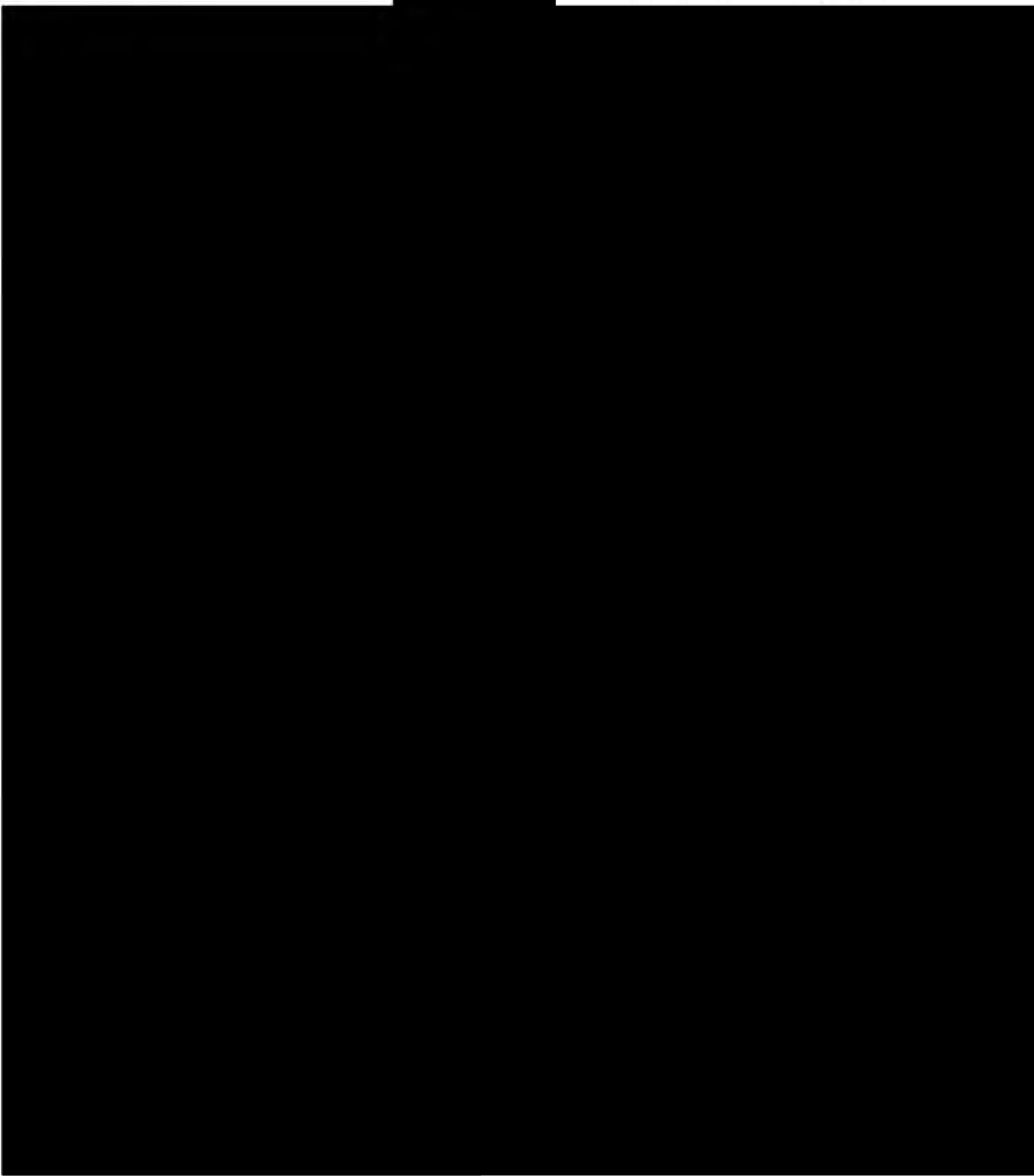
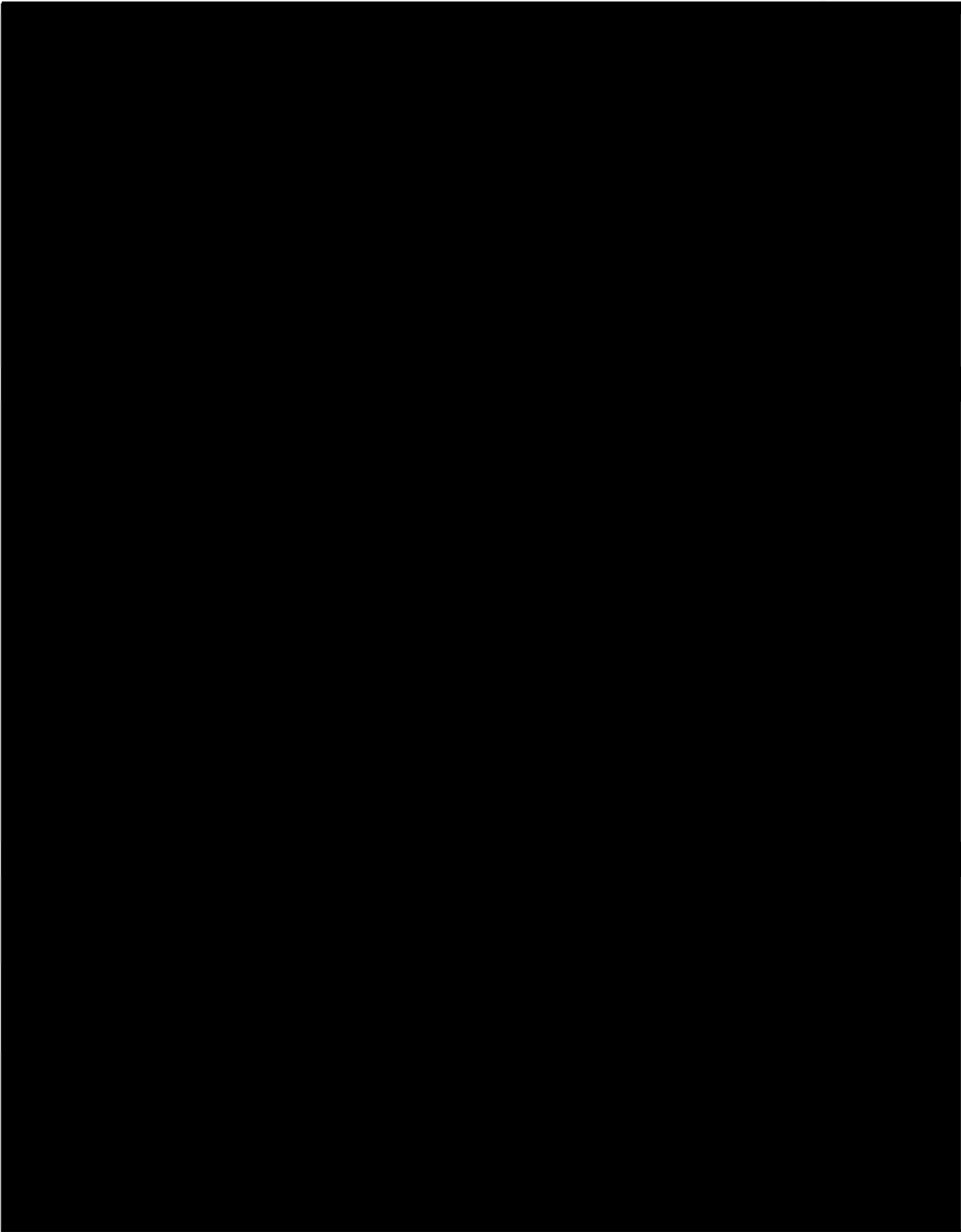
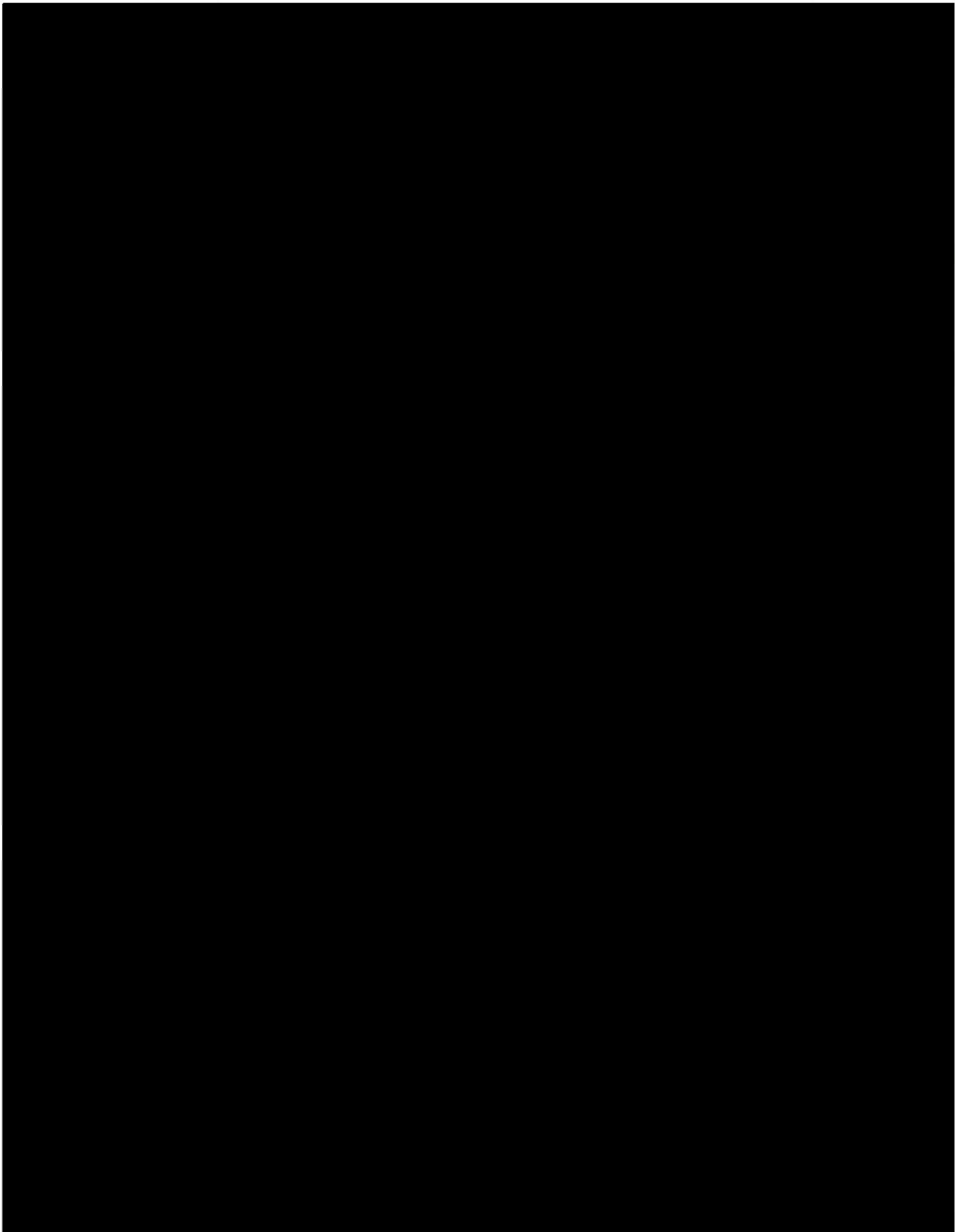
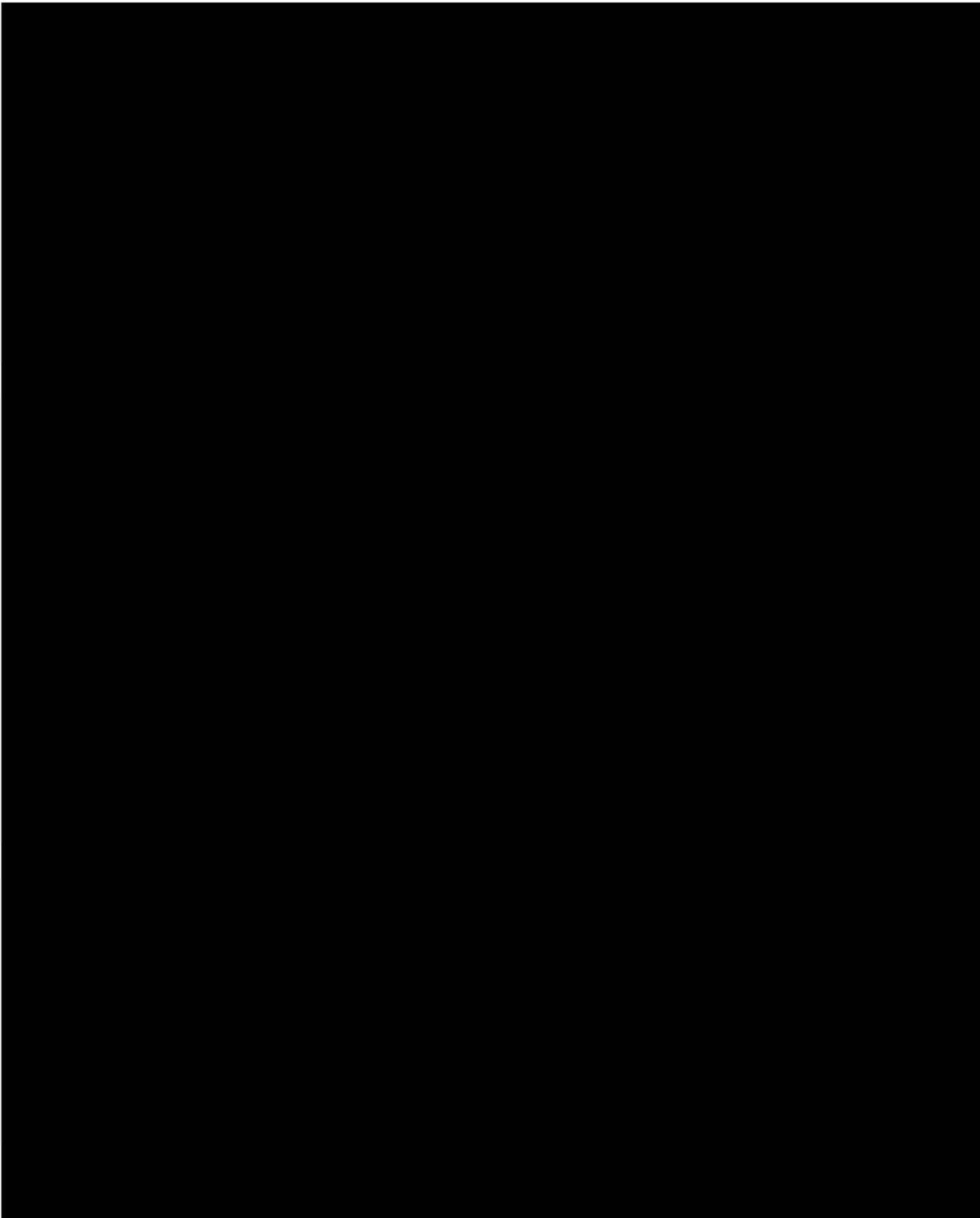
By: 
Name: Patrick McCreary
Title: President

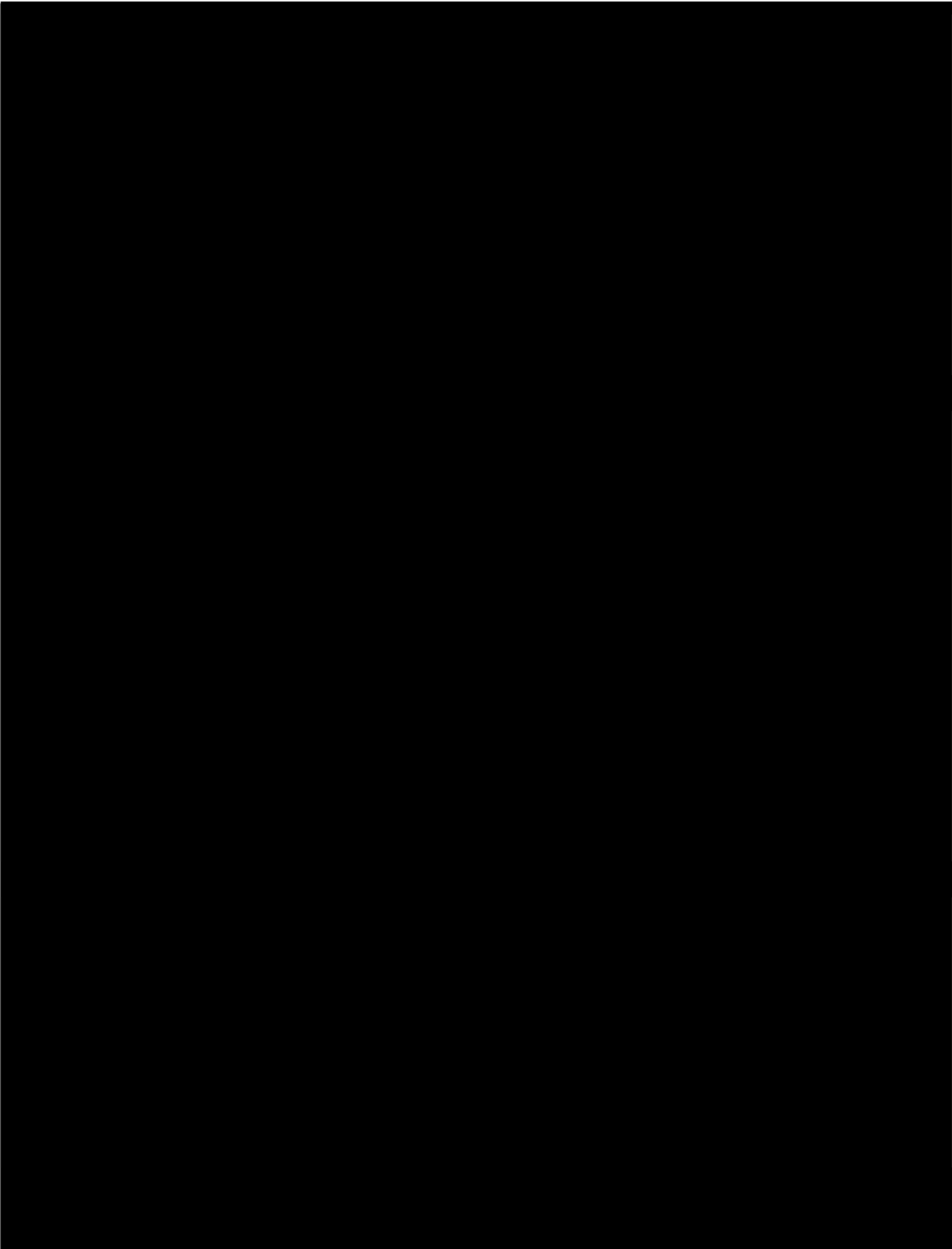
EXHIBIT A











Schedule 8.1

