

such new premises are generally comparable to the Leased Premises and such Leased Premises will qualify as a main studio for station KNIN-TV under the rules of the Federal Communications Commission. Tenant shall execute and deliver such further documentation as Landlord may prepare to memorialize the change to the Leased Premises.

ARTICLE XIII - INDEMNIFICATION AND INSURANCE

13.1 Indemnification by Tenant. The Landlord shall not in any event be responsible for loss of property from or for damage to person or property occurring in or about the Leased Premises, however caused, including but not limited to any damage from steam, gas, electricity, water, plumbing, rain, snow, leakage, breakage or overflow, whether originating in the Leased Premises, premises of other tenants, or any part of the Building whatsoever.

Tenant agrees to indemnify and hold harmless the Landlord from and against all claims of whatever nature arising from any accident, injury or damage to person or property during the Term of this Lease in or about the Leased Premises or arising from any accident, injury or damage to personal property occurring outside the Leased Premises but within the Building or any other property of which the Leased Premises is a part, where such accident, injury or damage results or is claimed to have resulted from an act, omission or negligence on the part of Tenant, or on the part of any of its licensees, agents, invitees, servants or employees. This indemnity agreement shall include indemnity against all costs, claims, expenses, penalties, liens and liabilities including attorney's fees incurred in or in connection with any such claims or proceedings brought thereon and the defense thereof.

13.2 Tenant's Insurance. Tenant will maintain Commercial General Liability insurance with respect to the Leased Premises naming Landlord as additional insured, with a combined single limit of [REDACTED] bodily injury and property damage per occurrence and [REDACTED] aggregate limit applicable to this location, and Auto Liability insurance with a combined single limit of [REDACTED]. This insurance coverage shall extend to any liability of Tenant arising out of the indemnities provided for in this Lease. Landlord and its affiliates shall be named as additional insureds and the insurance shall be primary to any insurance maintained by Landlord. Tenant shall deliver to Landlord a Certificate of Insurance at least seven (7) days following to the commencement of the Term of this Lease and a renewal certificate at least seven (7) days prior to the expiration of the Certificate it renews. Said Certificate must provide thirty (30) days prior notice to Landlord in the event of material change or cancellation. Tenant also agrees to maintain broad form Commercial Property insurance coverage under ISO form CP1030 or like coverage under a non-ISO form covering all Tenant's personal property, improvements and betterments to their full replacement value and Worker's Compensation insurance in accordance with applicable state law and Employer's Liability insurance with limits of not less than [REDACTED]. Tenant agrees that if its use and occupancy of the Leased Premises cause the property insurer to raise premiums as a result of such use or occupancy, then Tenant will directly reimburse Landlord for the cost of such increased premium. Tenant agrees to comply with all reasonable recommendations from any insurer of the property that result as a direct result of the Tenant's use of the Leased Premises.

13.3 Survival of Indemnities. Each indemnity agreement and hold harmless agreement contained herein shall survive the expiration or termination of this Lease.

13.4 Waiver of Subrogation. Notwithstanding anything contained in this Lease to the contrary, if either party suffers a loss of or damage to property in the Leased Premises or related to this Lease, which is covered by valid and collectible insurance policies (or would be covered by policies which are

required hereunder or which would be required but for any specific provisions for self-insurance or for a deductible), that party waives any claim therefor which it may have against the other party or its employees, regardless of whether negligence or fault of the latter party or its employees may have caused the loss or damage. Each party will have its appropriate insurance policies properly endorsed, if necessary, to prevent any invalidation of insurance coverage required hereunder due to these mutual waivers.

ARTICLE XIV - RIGHT OF ENTRY

The Landlord reserves the right to use the Building and every part thereof, and Tenant shall permit access to the Leased Premises to Landlord, Landlord's property manager or Landlord's agents or attorneys at all reasonable times for inspection and cleaning and from time to time to repair as provided in Article VIII, maintain, alter, improve and remodel, and to add additional offices to the Building and each part thereof; the Tenant shall not be entitled to any compensation, damages or abatement or reduction in Rent on account of any such repairs, maintenance, alterations, improvements or remodeling or adding of additional stories. The Landlord reserves the right at any time and from time to time to enter, and be upon the Leased Premises for the purpose of examining same. The Landlord shall have the right, at reasonable hours, and upon notice to Tenant, to enter upon the Leased Premises or exhibit the same to prospective tenants, lenders or insurers.

ARTICLE XV - PROPERTY LEFT ON THE LEASED PREMISES

Upon the expiration of this Lease or if the Leased Premises should be vacated at any time, or abandoned by Tenant, or this Lease should terminate for any cause, and at the time of such termination, vacation, or abandonment, Tenant or Tenant's agents, or any other person should leave any property of any kind or character on or in the Leased Premises, the property shall be deemed abandoned. Landlord, Landlord's property manager or Landlord's agents or attorneys, shall have the right and authority without notice to Tenant, Tenant's agents, or anyone else, to remove and destroy, or to sell or authorize disposal of such property, or any part thereof, without being in any way liable to the Tenant for the abandoned property. The abandoned property shall belong to the Landlord as compensation for the removal and disposition of said property.

ARTICLE XVI - NOTICES

Any notice, demand, request, consent, approval or communication under this Lease shall be in writing and shall be deemed to have been duly given and received at the time and on the date when personally delivered, or one (1) day after being delivered to a nationally recognized commercial carrier service for next-day delivery or three (3) days after deposit in the United States mail, certified or registered mail with a return receipt requested, with all postage prepaid, addressed to Landlord or Tenant (as the case may be) as follows:

If to Tenant:

KNIN, LLC
RSA Tower, 20th Floor
201 Monroe Street
Montgomery, AL 36104
Attention: Paul H. McTear, Jr.

Facsimile: 334-206-1555

If to Landlord:

The E.W. Scripps Company
312 Walnut Street, 28th Floor
Cincinnati, OH 45202
Attention: Robin Davis
Vice President, Strategic Planning and Development
Facsimile: 513-977-3024

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

The E.W. Scripps Company
312 Walnut Street, 28th Floor
Cincinnati, OH 45202
Attention: William Appleton, Esq.
Senior Vice President and General Counsel
Facsimile: 513-977-3042

ARTICLE XVII - MECHANIC'S LIENS

Tenant and any vendor, contractor or subcontractor performing work on behalf of Tenant shall keep the Building, the Leased Premises, and the improvements at all times during the Term of this Lease, free of mechanic's and materialmen's liens and other liens of like nature. Tenant at all times shall fully protect and indemnify Landlord against all such liens or claims and against all attorneys fees and other costs and expenses growing out of or incurred by reason or on account of any such liens or claims. Should Tenant fail fully to discharge any such lien or claim, Landlord, in its sole discretion, may pay the same or any part thereof, and Landlord shall be the sole judge of the validity of said lien or claim. All amounts so paid by the Landlord, together with interest thereon at the rate of fifteen percent (15%) from the time of payment by Landlord until repayment by Tenant, shall be paid by Tenant upon demand, and if not so paid, shall continue to bear interest at the aforesaid rate, payable monthly as Additional Rent.

ARTICLE XVIII - SUBORDINATION; ATTORNMENT

18.1 Subordination. Landlord may, from time to time, grant first lien deeds of trust, security deeds, mortgages or other first lien security interests covering its estate in the Building (each a "Mortgage"). Tenant agrees that this Lease shall be subject and subordinate to each Mortgage, including any modifications, extensions or renewals thereof and advances thereunder from time to time in effect. The foregoing provisions shall be self operative, and no further instrument of subordination shall be required to make this Lease subject and subordinate to any Mortgage. Tenant shall, upon request, from time to time execute and deliver to Landlord or the holder of any Mortgage any instrument requested by Landlord or the holder of such Mortgage to evidence the subordination of this Lease to any such Mortgage.

18.2 Attornment. Tenant agrees to recognize and attorn to any party succeeding to the interest of Landlord as a result of the enforcement of any Mortgage (including the transferee as the result of a

foreclosure or deed in lieu of foreclosure), and to be bound to such party under all the terms, covenants, and conditions of this Lease, for the balance of the Term of this Lease, including any extended term, with the same force and effect as if such party were the original Landlord under this Lease.

18.3 Confirming Agreement. Upon the request of Landlord, Tenant agrees to execute a subordination and attornment agreement incorporating the provisions set forth above and otherwise in form reasonably acceptable to Landlord.

18.4 Mortgagee Protection. Tenant agrees to give any mortgagees and/or trust deed holders, by registered mail, a copy of any notice of default served upon Landlord, provided that prior to such notice Tenant has been notified, in writing (by way of Notice of Assignment of Rents and Leases, or otherwise), of the address of such mortgagees and/or trust deed holders. Tenant further agrees that if Landlord shall have failed to cure such default within the time provided for in this Lease, then the mortgagees and/or trust deed holders shall have an additional thirty (30) days within which to cure such default or, if such default cannot be cured within that time, then such additional time as may be necessary, if within such thirty (30) days any mortgagee and/or trust deed holder has commenced and is diligently pursuing the remedies necessary to cure such default (including, but not limited to, commencement of foreclosure proceedings, if necessary to effect such cure), in which event this Lease shall not be terminated while such remedies are being so diligently pursued.

ARTICLE XIX - COMPLIANCE WITH LAW AND RULES AND REGULATIONS

19.1 Compliance With Laws. Tenant, at Tenant's expense, shall comply with all laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities pertaining to Tenant's use of the Leased Premises and with the recording covenants, conditions and restrictions, regardless of when they became effective, including, without limitation, all applicable federal, state and local laws, regulations or ordinance pertaining to air and water quality Hazardous Materials (as hereinafter defined), waste disposal, air emissions and other environmental matters, all zoning and other land use matters, and utility availability, and with any direction of any public officer or officers, pursuant to law, which shall impose any duty upon Landlord or Tenant with respect to the use or occupation of the Leased Premises.

19.2 Compliance with Anti-Terrorism Laws. Tenant is and shall at all times remain in compliance with (i) the requirements of Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 25, 2001) (the "Order") and other similar requirements contained in the rules and regulations of the Office of Foreign Asset Control, Department of the Treasury ("OFAC"), the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Pub. L. No. 107-56 (the "USA PATRIOT Act"), as amended from time to time, and the rules and regulations promulgated thereunder from time to time and in any other enabling legislation or other Executive Orders in respect thereof; and (ii) other executive orders, laws, rules, regulations, legislations, or orders as may be enacted now or in the future relating to anti-terrorism measures (the Order and such other rules, regulations, legislation, or orders are collectively called the "Anti-terrorism Laws"). Tenant warrants that Tenant is not in violation of any Anti-terrorism Laws by virtue of entering into this Lease.

19.3 Rules and Regulations. Tenant shall faithfully observe and comply with the rules and regulations attached hereto as Exhibit C (the "Rules and Regulations") and such reasonable changes therein (whether by modification, elimination, addition or waiver) as Landlord may hereafter make and

communicate in writing to Tenant, which shall be necessary or desirable for the reputation, safety, care or appearance of the Building or the preservation of good order therein or the operation or maintenance of the Building or the equipment thereof for the comfort of tenants or others in the Building. In the event of a conflict between the provisions of this Lease and the Rules and Regulations, the provisions of this Lease shall control.

ARTICLE XX - LANDLORD'S LIEN

Tenant hereby grants to Landlord, to secure payment by Tenant of all Rent and all other payments to be made by Tenant under this Lease and the performance by Tenant of all its other duties and obligations under this Lease, a first priority lien and security interest in all equipment, trade fixtures, goods and other tangible personal property now or hereafter owned by Tenant and located on the Leased Premises, and all substitutions, replacements, additions and accessions thereto and proceeds thereof. No such property shall be removed from the Leased Premises until all Rent and other amounts payable under this Lease have been paid and until Tenant has fully and completely performed all of the other duties and obligations of Tenant under this Lease. If Tenant is in default under this Lease, Landlord shall have, in addition to all other rights and remedies provided for herein or allowed by law or in equity, all rights and remedies of a secured party under the Uniform Commercial Code, including the right to sell any or all of the property described above at one or more public or private sales upon providing the notice required by the Uniform Commercial Code. Tenant agrees that ten (10) days' prior notice of any such sale will constitute commercially reasonable notice. Tenant shall, at the request of Landlord, execute and deliver such additional documents as may be reasonably required, including Uniform Commercial Code financing statements, to perfect the lien and security interest granted by Tenant to Landlord herein. Any statutory lien for rent is not waived, the express contractual lien and security interest herein granted being supplementary thereto.

ARTICLE XXI - ESTOPPEL CERTIFICATE

Tenant shall from time to time, upon not less than ten (10) days prior written notice by Landlord, execute, acknowledge and deliver to Landlord a statement in substantially the form attached hereto as Exhibit D:

21(a) Certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the Lease is in full force and effect as modified and stating the modifications).

21(b) Stating the dates to which the Rent and other charges hereunder have been paid by Tenant.

21(c) Stating, to the best knowledge of Tenant, that Landlord is not in default in the performance of any covenant, agreement or condition contained in this Lease, and if Landlord is in default, specifying any such default of which Tenant may have knowledge.

21(d) Stating the address to which notices to Tenant should be sent pursuant to Article XVII of this Lease.

Any such statement delivered pursuant hereto may be relied upon by any owner of the Building and/or the Leased Premises, any prospective purchaser of the Building and/or Leased Premises, any mortgagees or prospective mortgagee of the Building and/or Leased Premises, any prospective

assignee of any such mortgagee, or any purchaser of Landlord, actual or prospective, of the underlying land upon which the Building and Leased Premises are located.

ARTICLE XXII - HOLDING OVER AND TRANSITION PERIOD

Tenant shall be entitled to a transition period (“Transition-Tail Period”) of not less than ninety (90) days following the expiration or notice of termination of this Lease in which to relocate the operations of the main studio of KNIN-TV. During such Transition-Tail Period, Tenant shall have access to the Leased Premises in the same manner as during the Term. Such Transition-Tail Period may be lengthened upon such terms and conditions as may be mutually agreeable to the parties in writing. If Tenant retains possession of the Leased Premises or any part thereof after the termination of such Transition-Tail Period without any modification of this Lease or other written agreement between the parties, Tenant shall be a month-to-month tenant at two hundred percent (200%) of the Rental rate in effect on the termination date. In addition, Tenant shall pay to Landlord all direct and consequential damages sustained by Tenant’s retention of possession, including but not limited to lost rentals, leasing fees, advertising costs, marketing costs, Tenant finish expense and relocation costs. There shall be no renewal of this Lease by operation of law. Nothing contained in this Lease shall be deemed a consent by Landlord to the holding over by Tenant, nor a waiver of any other remedy which may be available to Landlord.

ARTICLE XXIII - TENANT’S STATUS

Tenant represents and warrants to Landlord that:

23.1 Power and Authority. Tenant has the right, power and authority to execute and deliver this Lease and to perform the provisions hereof, and is, to the extent required, qualified to transact business and in good standing under the laws of the State of Idaho.

23.2 Authorization. The execution of this Lease by Tenant, or by the persons or other entities executing this Lease on behalf of Tenant, and the performance by Tenant of Tenant’s obligations under this Lease in accordance with the provisions hereof have been, to the extent required, duly authorized by all necessary action of Tenant.

ARTICLE XXIV - DEFAULTS AND REMEDIES

24.1 Default by Tenant. Tenant shall be in default under this Lease if:

24.1(a) - Tenant shall fail to pay when due any Rent or other payment to be made by Tenant under this Lease.

24.1(b) - Tenant violates or breaches, or fails to fully and completely observe, keep, satisfy, perform and comply with, any agreement, term, covenant, condition, requirement, restriction or provision of this Lease.

24.1(c) - Tenant fails to take possession of or ceases to do business in or abandons any substantial portion of the Leased Premises.

24.1(d) - Tenant becomes insolvent, or makes an assignment for the benefit of creditors; or any action is brought by Tenant seeking its dissolution or liquidation of its assets or seeking the appointment of a trustee, interim trustee, receiver or other custodian for any of its property.

24.1(e) - Tenant commences a voluntary proceeding under the Federal Bankruptcy Code, or any reorganization proceeding is instituted by Tenant for the settlement, readjustment, composition or extension of any of its debts upon any terms; or any action or petition is otherwise brought by Tenant seeking similar relief or alleging that it is insolvent or unable to pay its debts as they mature; or if any action is brought against Tenant seeking its dissolution or liquidations of any of its assets, or seeking the appointment of a trustee, interim trustee, receiver or other custodian for any of its property, and any such action is consented to or acquiesced in by Tenant or is not dismissed within 3 months after the date upon which it was instituted.

24.2 Landlord Remedies. On the occurrence of any default by Tenant, Landlord may, at any time thereafter, with or without notice or demand, and without limiting Landlord in the exercise of any right or remedy which Landlord may have:

24.2(a) Terminate Tenant's right to Possession of the Leased Premises, in which case Tenant shall immediately surrender possession of the Leased Premises to Landlord. In such event, Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default, including (a) the amount of the unpaid Rent and other charges which had been earned at the time of the termination; (b) the amount of the unpaid Rent and other charges which would have been paid for the balance of the Term after the termination; and (c) such other amounts as are necessary to compensate Landlord for the detriment caused by Tenant's failure to perform its obligations under the Lease, including, but not limited to, the cost of recovering possession of the Leased Premises, expenses of reletting, including necessary renovation or alteration of the Leased Premises, Landlord's reasonable attorneys' fees incurred in connection therewith, and any real estate commission paid or payable. As used above, the "amount of the unpaid Rent and other charges" is computed by allowing interest on unpaid amounts at the rate of twelve (12%) per annum, or such lesser amount as may then be the maximum lawful rate;

24.2(b) Maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Leased Premises. In such event, Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the Rent and other charges, as they become due hereunder;

24.2(c) Elect to terminate the Lease. No such termination of this Lease shall affect Landlord's rights to collect Rent or other charges due for the period prior to termination. In the event of any termination, in addition to any other remedies set forth above, Landlord shall have the right to recover from Tenant upon such termination an amount equal to the excess of the Rent and other charges to be paid by Tenant during the remaining Term of this Lease over the then reasonable rental value of the Leased Premises for the remaining Term of this Lease, discounted to present value using a reasonable discount rate; and/or

24.2(d) Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the state in which the Leased Premises is located. Landlord's exercise of any right or remedy shall not prevent it from exercising any other right or remedy. No action taken by or on behalf of Landlord under this section shall be construed to be an acceptance of a surrender of this Lease.

24.3 Landlord's Costs; Attorneys Fees. Tenant shall pay all costs and expenses incurred by Landlord as a result of any breach or default by Tenant under this Lease, including court costs and attorneys fees paid by Landlord.

24.4 Remedies Cumulative. The foregoing remedies are cumulative of, and in addition to, and not restrictive or in lieu of, the other remedies provided for herein or allowed by law or in equity, and may be exercised separately or concurrently, or in any combination, and pursuit of any one or more of such remedies shall not constitute an election of remedies which shall exclude any other remedy available to Landlord.

24.5 Non-Waiver. Landlord's forbearance in pursuing or exercising one or more of its remedies shall not be deemed or construed to constitute a waiver of any default or any remedy, and no waiver by Landlord of any right or remedy on one occasion shall be construed as a waiver of that right or remedy on any subsequent occasion or as a waiver of any right or remedy then or thereafter existing. No failure of Landlord to pursue or exercise any of its rights or remedies or to insist upon strict compliance by the Tenant with any term or provision of this Lease, and no custom or practice at variance with the terms of this Lease, shall constitute a waiver by Landlord of the right to demand strict compliance with the terms and provisions of this Lease.

ARTICLE XXV - MISCELLANEOUS

25.1 No Partnership. Nothing contained in this Lease shall be deemed or construed to create a partnership or joint venture of or between Landlord and Tenant, or to create any other relationship between the parties hereto other than that of Landlord and Tenant.

25.2 No Representations by Landlord. Neither Landlord, Landlord's property manager, or any agent or employee of Landlord has made any representations or promises with respect to the Leased Premises or Building except as set forth in this Lease, and no rights, privileges, easements or licenses are acquired by Tenant except as herein expressly set forth.

25.3 Waiver of Jury Trial. Landlord and Tenant hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on or in respect to any matter whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant hereunder, Tenant's use of occupancy of the Leased Premises, and/or any claim of injury or damage.

25.4 Severability of Provisions. If any clause or provision of this Lease shall be determined to be illegal, invalid or unenforceable under the present or future laws effective during the Term hereof, then and in that event it is the intention of the parties that the remainder of this Lease shall not be affected by the invalid clause and shall be enforceable to the fullest extent of the law, and it is also the intention of the parties to this Lease that in place of any such clause or provision that is illegal, invalid, or unenforceable there be added as a part of his Lease a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

25.5 Benefits and Burdens. The provisions of this Lease shall be binding upon, and shall inure to the benefit of, the parties hereto and each of their respective representatives, permitted successors and

permitted assigns. Landlord shall have the right, at any time and from time to time, to freely and fully assign all or any part of its interest under this Lease for any purpose whatsoever. Neither Landlord nor any owner of any interest in Landlord whether disclosed or undisclosed, shall be under any personal liability with respect to any of the provisions of this Lease. If Landlord is in breach or default with Tenant's obligations under or in connection with this Lease or otherwise, Tenant shall look solely to the equity of Landlord in the Leased Premises for the satisfaction of Tenant's remedies.

25.6 Landlord's Liability. The Obligations of the Landlord under this Lease do not constitute personal obligations of Landlord or of the individual partners, joint venturers, directors, officers, shareholders or beneficial owners of the Landlord, and Tenant shall look solely to the Building and to no other assets of the Landlord for satisfaction of any liability in respect to this Lease. Tenant will not seek recourse against Landlord or such individual entities or such other assets for such satisfaction. As used in this Lease, the term "Landlord" means only the current owner or owners of the fee title to the Leased Premises or the leasehold estate under a ground lease of the Leased Premises at the time in question. Any Landlord who transfers its title or interest is relieved of all liability with respect to the obligations of Landlord under this Lease to be performed on or after the date of transfer. However, each Landlord shall deliver to its transferee, by actual transfer or appropriate credits, all funds previously paid by Tenant if such funds have not yet been applied under the terms of this Lease.

25.7 Recording. Tenant shall not record this Lease without Landlord's prior written consent, and such recordation shall, at the option of Landlord, constitute a non-curable default of Tenant hereunder. Tenant shall upon request of Landlord, execute, acknowledge and deliver to Landlord a short-form memorandum of this Lease for recording purposes.

25.8 Surrender of Premises. Upon termination of this Lease, by expiration of Term, or otherwise, Tenant shall redeliver to Landlord the Leased Premises broom clean and in good order and condition, ordinary wear and tear excepted. Tenant shall remain liable for holdover rent until the Leased Premises shall be returned in such order to Landlord.

25.9 Interpretation. The captions of the Sections and Articles of this Lease are to assist the parties in reading this Lease and are not a part of the terms or provisions of this Lease. Whenever required by the contents of this Lease, the singular shall include the plural and the plural shall include the singular. The masculine, feminine and neuter genders shall each include the other. In any provision relating to the conduct, acts or omissions of Tenant, the term "Tenant" shall include Tenant's agents, employees, contractors, invitees, successors or others using the Leased Premises with Tenant's expressed or implied permission.

25.10 Entire Agreement; Merger with Shared Services Agreement. All amendments to this Lease shall be in writing and signed by all parties. All waivers must be in writing and signed by the waiving party. Landlord's failure to enforce any provision of this Lease or its acceptance of Rent shall not be a waiver and shall not prevent Landlord from enforcing that provision or any other provision of this Lease in the future. No statement on a payment check from Tenant or in a letter accompanying a payment check shall be binding on Landlord. Landlord may, with or without notice to Tenant, negotiate such check without being bound to the conditions of such statement. This Lease, together with the Shared Services Agreement entered into by Landlord and Tenant on the date hereof (the "SSA"), collectively represent the entire understanding and agreement among the parties hereto with respect to the subject matter hereof and supersede all prior agreements with respect to the subject matter hereof. It is the intention of the parties that this Lease and the SSA continue together and collectively govern the

services arrangement between the parties. Any breach or default of party under the SSA shall be a breach or default by such party under this Lease. Any assignment or transfer of this Lease must be made together with an assignment or transfer of the SSA. This Lease shall automatically terminate upon termination of the SSA for any reason.

25.11 Force Majeure. Whenever a period of time is herein prescribed for action to be taken by Landlord or Tenant, the party taking the action shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions or any other causes of any kind whatsoever which are beyond the reasonable control of such party; provided, however, in no event shall the foregoing apply to the financial obligations of either Landlord or Tenant to the other under this Lease, including Tenant's obligation to pay Rent or any other amount payable to Landlord hereunder.

25.12 Choice of Law. The laws of the State of Idaho shall govern the validity, performance and enforcement of this Lease.


25.13 Time of Essence. Time is of the essence with respect to each of Tenant's obligations hereunder.

25.14 Guaranty. Guarantor, for itself and its successors and assigns, hereby absolutely, unconditionally and irrevocably guarantees, as a principal obligor, and not merely as a surety, the due and punctual payment, performance and observance by Tenant of the obligations of Tenant under this Agreement, including the Rent obligations of Tenant under Section 3.1 and the indemnity obligations of Tenant under Section 13.1 (referred to collectively as the "Obligations"), and all costs and expenses incurred by Landlord in enforcing the Obligations, whether or not suit is instituted. This Section 25.14 shall be a continuing guaranty of the Obligations. Nothing except the full performance and indefeasible payments in full, in cash, of the Obligations shall release Guarantor from this guaranty. To the fullest extent permitted by applicable Law, the obligations of Guarantor hereunder shall not be affected by (i) the failure of a party to assert any claim or demand or to enforce any right or remedy against Tenant pursuant to the provisions of this Agreement or otherwise or (ii) any change in the existence (corporate or otherwise) of Tenant or Guarantor or any insolvency, bankruptcy, reorganization or similar proceeding affecting any of them or their assets. Guarantor acknowledges that it will receive direct and indirect benefits from the execution and delivery of this Agreement and that the guaranty and waivers set forth in this Section 25.14 are knowingly made in contemplation of such benefits. Guarantor hereby represents and warrants to Landlord as follows: (i) the execution, delivery, and performance of this Agreement by Guarantor have been duly authorized by all necessary organizational action on the part of Guarantor; and (ii) this Agreement has been duly executed and delivered by Guarantor and constitutes the legal, valid, and binding obligation of Guarantor, enforceable against Guarantor in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Studio Lease as of the day and year first above written.

LANDLORD:

JOURNAL BROADCAST GROUP, INC.

By: 
Name: William Appleton
Title: Senior Vice President and General Counsel

TENANT:

KNIN, LLC

By: _____
Name: Paul H. McTear, Jr.
Title: President

GUARANTOR:

RAYCOM MEDIA, INC.

By: _____
Name: Paul H. McTear, Jr.
Title: President & CEO

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RAYCOM MEDIA, INC.

By: Paul H. McTear, Jr. _____

Name: Paul H. McTear, Jr.

Title: President & CEO

EXHIBIT A
SITE PLAN OF PROPERTY

Intentionally Omitted. See floor plan attached at Exhibit B.

EXHIBIT B

FLOOR PLAN-INTERIOR

The following remodeling and construction is necessary to create the Leased Premises. The Leased Premises will not be fully available until the remodeling and construction is completed:

- Remodel of the existing chief engineer's office and the IT office into one large space that will accommodate a station manager for KNIN-TV.
- Remodel of existing equipment storage to accommodate a commercial producer and marketing/promotion producer for KNIN-TV.
- Build out of new space for KIVI-TV's chief engineer.
- Build out of new space for equipment storage for the KIVI's news, commercial and marketing producers.

The remodeling and construction shall be coordinated and approved by Landlord. All costs and expenses related to the remodeling and construction shall be paid directly or reimbursed by Tenant. Upon completion of the remodeling and construction, the new station manager office and production space for KNIN-TV shall be added to the Leased Premises. Landlord shall own and hold title to all improvements, assets or properties created in the remodeling and construction for KIVI-TV's use. Tenant shall own and hold title to all improvements, assets or properties created for KNIN-TV during the Term of the Lease only. Notwithstanding anything to the contrary in the Lease, all such improvements, assets or properties shall become the property of Landlord upon the termination of the Lease.