

(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 business and operations of Station Owner or the Station or 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 libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights resulting from or relating to all material broadcast on the Station following the Commencement Date other than the Delivered Programming or any matter otherwise subject to indemnification pursuant to the terms and subject to the conditions of Section 10.1;

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

(iv) without limiting paragraph (ii) above, (A) the business and operation of the Station (including the Station Website) or (B) any act or omission of Station Owner, its Affiliates or their respective officers, directors, employees, agents or invitees, except (with respect to both the prior clauses (A) and (B)) 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 10.1 above.

(b) The obligations of Station Owner under this Section 10.2 shall survive any termination or expiration of this Agreement.

(c) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL (i) STATION OWNER BE LIABLE UNDER THIS SECTION 10.2 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 10.2 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 10.2 unless an individual claim filed hereunder exceeds **any amount**

dollars (\$50,000) or claims in the aggregate exceed Two Hundred Fifty Thousand Dollars (\$250,000).

Section 10.3 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 10.3. Any claim under this Section 10.3 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 X.

(f) A failure by an Indemnified Party to give timely, complete, or accurate notice as provided in this Section 10.3 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 10.4 Risk of Loss. Except to the extent otherwise provided pursuant to the terms and subject to the conditions of Section 10.1, 10.2 and 10.3 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 10.5 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, each party 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 10.6 Exclusivity. After the Commencement Date, the indemnification provided by this Article X 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 X shall not prohibit (a) injunctive relief (including specific performance) pursuant to Section 10.5 of this Agreement or if available under Applicable Law or (b) any other remedy available at law or in equity for any intentional fraud committed in connection with this Agreement.

ARTICLE XI – MISCELLANEOUS

Section 11.1 Survival. Notwithstanding anything to the contrary contained within this Agreement, Articles II, X, and XI, and Section 5.2, shall survive the termination or expiration of this Agreement.

Section 11.2 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, 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 11.3 Unenforceability. If one or more provisions of this Agreement or 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 of this Agreement 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 the provisions of this Agreement. The parties agree that, upon the request of either of them, they will join in requesting the view of the staff of the FCC, to the extent necessary, with respect to the revision of any provision of this Agreement in accordance with the foregoing.

Section 11.4 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 B hereto.

Section 11.5 Assignment; Benefit; Binding Effect.

(a) Except as otherwise expressly provided below in this Section 11.5, 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 agreeing to pay, discharge and perform the obligations and liabilities of such party hereunder in accordance with the terms hereof.

(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 11.5(b) above, any permitted assignee of a party hereto shall be a party to this Agreement for all purposes hereof.

Section 11.6 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 the subject matter covered by this Agreement, 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 11.7 Relationship of the Parties; Nature of Services; Agents. This Agreement is not intended to be, and shall not be construed as, an agreement to form a partnership, a joint venture between the parties or any other arrangement (including a time brokerage arrangement or local marketing arrangement) that would give Service Provider an attributable interest in the Station under the FCC Rules. 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 11.8 Governing Law. This Agreement shall be construed and governed in accordance with the laws of New York without reference to the conflict of laws principles thereof.

Section 11.9 Interpretation. The headings in this Agreement are inserted for convenience only and shall not constitute a part hereof. 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." A reference in this Agreement to an Article, Section, Exhibit or Schedule is to the referenced Article, Section, Exhibit or Schedule of this Agreement. 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. Unless expressly provided otherwise, all dollar figures in this Agreement are in the currency of the United States of America.

Section 11.10 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 11.11 Amendment; Waiver; Entire Agreement. This Agreement and the Exhibit and 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 supersede all prior agreements with respect to the subject matter hereof. 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.

Section 11.12 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 Station Owner of the obligations of Station Owner under this Agreement, including the payment obligations of Station Owner under Section 6.1 and the indemnity obligations of Station Owner under Section 10.2 (referred to collectively as the “*Obligations*”), and all costs and expenses incurred by Service Provider in enforcing the Obligations, whether or not suit is instituted. This Section 11.12 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 Station Owner pursuant to the provisions of this Agreement or otherwise or (ii) any change in the existence (corporate or otherwise) of Station Owner 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 11.12 are knowingly made in contemplation of such benefits. Guarantor hereby represents and warrants to Service Provider 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.

[Signature Page Follows]

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

KNIN, LLC

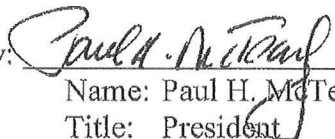
JOURNAL BROADCAST GROUP, INC

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

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

As to Section 11.12 only:

RAYCOM MEDIA, INC.

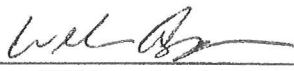
By: 
Name: Paul H. McTear, Jr.
Title: President

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

KNIN, LLC

JOURNAL BROADCAST GROUP, INC

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

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

As to Section 11.12 only:

RAYCOM MEDIA, INC.

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

Schedule A

SSA Fee

For each calendar month during the Term, Station Owner shall pay, or shall cause to be paid, to Service Provider an amount equal to [REDACTED] adjusted by a percentage increase of [REDACTED] annually on the anniversary of the Commencement Date (the "SSA Fee"). The SSA Fee shall be due and payable in arrears by the tenth (10th) day of the following calendar month. The SSA Fee shall be prorated for any partial month during the Term.

Schedule B

Notices

If to Station Owner:

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

If to Service Provider:

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

Schedule 3.1

Lease Terms

Pursuant to the terms and subject to the conditions of this Agreement, Service Provider shall provide Station Owner with office space, equipment, and furnishings in the Station Subleased Premises located in the Service Station Premises (the "*Station Owner Facilities*") as follows:

1. During the Term, Service Provider shall provide to Station Owner's employees and agents, at no additional cost, the non-exclusive right, in common with Service Provider, to access and use of the Station Subleased Premises located in the Service Station Premises, including furnishings and office equipment. Station Owner shall use the Station Subleased Premises solely for a main studio for Station Owner's Station and Station Owner's sales personnel, accommodation of Station Owner's studio transmitter links, and the space to permit Station Owner to maintain and make available to the public the public inspection file for the Station and otherwise satisfy the applicable "main studio" requirements under the FCC Rules at such locations in or near the Service Station Premises, in each case as may be mutually acceptable to Service Provider and Station Owner and in accordance with the applicable requirements of the FCC, so long as the provision of such space and the use of such equipment do not unreasonably interfere with the conduct of Service Provider's business or operations. Station Owner acknowledges and agrees that (i) it has inspected and accepts the Station Subleased Premises and the Service Station Premises in their "as is" condition, without any representations or warranties by Service Provider, or anyone acting or purporting to act on behalf of Service Provider, as to the present or future condition of such Service Station Premises, except as specifically set forth in this Agreement; (ii) Service Provider shall have no obligation to perform any work therein, except as specifically set forth in this Agreement; and (iii) the Station Subleased Premises do not include facilities or space for the production of commercials or other programming by Service Provider.

2. During the Term, Service Provider shall give Station Owner and its agents a nonexclusive and unrestricted right of access, in common with Service Provider, to the Station Subleased Premises located at the Service Station Premises under paragraph 1 above at all times, subject only to Service Provider's reasonable security procedures and rules applicable to its own employees, as the Station Owner reasonably requires for the conduct of the business of the Station and to fulfill its obligations as an FCC licensee. Station Owner shall not use the Station Subleased Premises or any other portion of the Service Station Premises for any other purposes without the prior written consent of Service Provider. Station Owner shall use and occupy the Station Owner Facilities in compliance with all Applicable Laws, ordinances, requirements and regulations of any applicable governmental authority and in accordance with all superior leases, mortgages, deeds of trust and encumbrances of record. The rights granted under this section shall include the incidental benefit and reasonable right of use of utilities (heat, water, electricity) provided for purposes of Service Provider's own operations. Subject to Service Provider's reasonable prior approval, Service Provider shall permit Station Owner to install appropriate signs on the inside and outside of the Service Station Premises (consistent with applicable local requirements governing such signage, if any, and the overall appearance of the Service Station Premises) identifying Station Owner as the licensee of the Station. No alterations or additions may be made to the Station Owner Facilities or the Service Station

Premises without the prior written consent of Service Provider, in its sole and absolute discretion, except as otherwise permitted under the Agreement.

3. Station Owner shall be given a transition period ("*Transition-Tail Period*") of not less than ninety (90) days following the expiration or notice of termination of this Agreement in which to relocate the operations of the main studio of the Station and shall surrender the Station Owner Facilities at such time in substantially the same condition as Station Owner received such Service Station Premises upon commencement of the Initial Term (including removing all signage installed by Station Owner), subject only to reasonable wear and tear. All costs incurred by Station Owner with respect to removal and relocation of the operations and signage and other equipment and facilities of the main studio of the Station following such termination shall be paid by Station Owner. During such Transition-Tail Period, Station Owner shall have access to the Service Station 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 Station Owner holds over beyond the expiration of the Transition-Tail Period, then, in addition to all other rights and remedies of Service Provider provided by Applicable Law or by the terms of this Agreement, Station Owner shall pay to Service Provider an amount equal to the monthly SSA Fee last payable by Station Owner under this Agreement prior to termination of this Agreement for each month or partial month of such holdover; *provided*, that, in such event, at any time Service Provider, without waiving any other remedy that it may have, may use legal process to enter upon, take possession of the Station Owner Facilities and expel or remove Station Owner and any other Person in occupancy thereof from the Service Station Facilities. Nothing contained in this Agreement shall be deemed a consent by Service Provider to the holding over by Station Owner, nor a waiver of any other remedy which may be available to Service Provider. The obligations of Station Owner under this paragraph 3 shall survive the termination of this Agreement.

4. Station Owner shall not assign its rights under this Schedule 3.1 or sublet or permit the occupancy or use of Station Owner Facilities by any Person or entity other than Station Owner, except as otherwise permitted under this Agreement.

5. Without the necessity of any additional document being executed by Station Owner for the purpose of effecting a subordination, this Agreement shall be subject and subordinate at all times to the lien of any mortgages or deeds of trust now or hereafter placed on, against or affecting the Service Station Premises, Station Owner's interest or estate in the Service Station Premises; *provided, however*, that if the mortgagee, trustee, or holder of any such mortgage or deed of trust elects to have Station Owner's interest in this Agreement be superior to any such instrument, then, by notice to Station Owner, this Agreement shall be deemed superior, whether this Agreement was executed before or after said instrument. Notwithstanding the foregoing, Station Owner covenants and agrees to execute and deliver within ten (10) days of delivery of Service Provider's request such further instruments evidencing such subordination or superiority of this Agreement as may be required by Service Provider. Within ten (10) days following delivery of any written request which Service Provider may make from time to time, Station Owner shall execute and deliver to Service

Provider or mortgagee or prospective mortgagee a sworn statement certifying such matters as may be requested by Service Provider.

6. [The following remodeling and construction will be completed to increase the space available for the Station's operations in the Service Station Premises:

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

The remodeling and construction shall be coordinated and approved by Service Provider. All costs and expenses related to the remodeling and construction shall be paid directly or reimbursed by Station Owner. Upon completion of the remodeling and construction, the new station manager office and production space for the Station shall be added to the Station Subleased Premises. Service Provider shall own and hold title to all improvements, assets or properties created in the remodeling and construction, including those improvements, assets or properties to be used by the Station and added to the Station Subleased Premises.]²

² NTD: To be added if requested by Raycom.

Schedule 3.2

Station Owner Core Equipment

Fox Weather Crawl System
 Leader HD Waveform Monitor
 Burke Remote Broadcast Control System Model GSC3000
 Audio Decoder ATSC-3 Monitor Panel
 Barco Hi-Definition Monitor Model HDM5049
 PSIP Compliance Equipment (back-up, not in use)
 Microwave Radio Communications Model QV2 Demodulator
 Radio Receiver 12.7-13.2 GHZ
 Microwave Radio Communications Model QV2 Modulator
 Radio Transmitter 12.7-13.2 GHZ
 Linear Acoustic Aeromax DTV Multichannel TV Audio Processor
 Thomcast Stream Processor
 Dielectric Antenna DTV Ch10 THB-C2H/ (2009 BOT059)
 Dielectric Antenna DTV Ch10 THB-C2H/ (2009 BOT060)
 KNIN DTV Antenna – Dielectric CH10 T(2)
 Heliacx 3-1/8 lines from building to Antenna
 Larcant DTV Transmitter 3kw Model 8-VSB Regen Transcoder
 Altronic Omegaline 5k Dummy Load Model 6705R3
 Backup Transmitter Generator (Kholer 20kW generator installed in 2009)
 Evertz 4X1 SDI Router (X0401 HD)
 Tandberg Encoder
 PSIP for Fox
 KNIN Redundant Exciter System (Larcant Octane exciter)
 FOX Redundant STL System
 Tandberg Encoders

The following computers and tablets:

<u>NAME</u>	<u>COMPUTER NAME</u>	<u>SERIAL NUMBER</u>	<u>MAKE</u>	<u>MODEL</u>	<u>STYLE</u>	<u>YEAR PURCHASED</u>	<u>MONITOR 1 Brand/SN</u>	<u>MONITOR 2 Brand/SN</u>
Madeline Rutledge	NAMTVHDQZ8Z1	HDQZ8Z1	Dell	3010	Desktop	2013	AOC / ACUEA9A022341	AOC / ACUEA9A023339
Laurie Asin	NAMTVSP21601	013643440753	Microsoft	Surface Pro 2	Tablet	2014	LG / 403MXHB1P393	SAMSUNG / PE22H9LP904369E
Shannon Snowball	NAMTVPBGWZG	PBGZWZG	LENOVO	EDGE	Desktop	2012	LG / 006NDQA6K212	LG / 006NDBPK205
Gary Arbaugh	NAMTVMG01105	MG01105	LENOVO	T420i	Laptop	2012	ACER / 2330267785	None
Pamela Obenauer	NAMTVMG01682	MG01682	LENOVO	T420i	Laptop	2012	SAMSUNG / ME19HVLP600822K	None
Kelsey Kern	NAMTVR9L70GV	R9L70GV	LENOVO	T520	Laptop	2012	ACER / 02501814843	None
Jeff Harker	NAMTVR9GVA4A	R9GVA4A	LENOVO	T510	Laptop	2011	ACER / 02501833843	None
K.C. Rivera	NAMTV5CG4331M1S	5CG4331M1S	HP	340	Laptop	2014	ACER / 01002870443	None

WAN and related equipment, including server, router and printers
 Phone system