

## SHARED SERVICES AGREEMENT

This Shared Services Agreement (this “*Agreement*”) is entered into as of this 1<sup>st</sup> day of October, 2015, by and between KNIN, LLC, a Delaware limited liability company (“*Station Owner*”), and Journal Broadcast Group, Inc., a Wisconsin corporation (“*Service Provider*”), and, solely for the purposes of Section 11.12, Raycom Media, Inc., a Delaware corporation (“*Guarantor*”).

### PREAMBLE

A. Service Provider owns and operates broadcast television station KIVI-TV, Nampa, Idaho (the “*Service Station*”).

B. Station Owner owns and operates broadcast television station KNIN-TV, Caldwell, Idaho (the “*Station*”).

C. To promote the economic and business development of the Station, the parties desire to enter into this Agreement as of and with respect to the period beginning on the Commencement Date (as defined below), pursuant to which Service Provider will provide certain services to support the operation of the Station by Station Owner, in conformity with the FCC Rules (as defined below), and that Service Provider, with its experience and operating infrastructure, will thereby improve the overall efficiency of the Station’s operating processes and reduce costs, which, in turn, will help the Station to serve the television viewing public in its market.

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

### ARTICLE I – DEFINITIONS

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

“*Affiliate*” means, with respect to any Person, any other Person (other than, with respect to Service Provider, Scripps Networks Interactive, Inc. and its subsidiaries) which, directly or indirectly, Controls, is Controlled by, or is under common Control with, the specified Person.

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

“*Commencement Date*” means October 1, 2015.

“*Control*” including its various tenses and derivatives (such as “Controlled” and “Controlling”) means (a) when used with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities, by contract or otherwise, (b) when

used with respect to any security, the possession, directly or indirectly, of the power to vote, or to direct the voting of, such security or the power to dispose of, or to direct the disposition of, such security, and (c) when used with respect to a radio or television station or other media outlet the ownership of which is regulated by the FCC pursuant to the Communications Act, the control of such television or radio station or other media outlet, whether *de facto or de jure*, as determined in accordance with the Communications Act and the FCC Rules.

“*DMA*” means the Station’s Designated Market Area as defined by The Nielsen Company, together with areas in which the Station is deemed to be significantly viewed or where it has been historically carried.

“*FCC*” means the Federal Communications Commission or any successor agency thereto.

“*FCC Licenses*” means the FCC license for the Station and any other licenses, permits or other authorizations issued by or pending before the FCC to Station Owner or any of its Affiliates in connection with the Station or the business and operation thereof.

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

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

“*Intellectual Property Rights*” means patents, copyrights, trademarks, service marks, trade secret rights or Know-How, and all copies and tangible embodiments thereof (in whatever form or media). “*Know-How*” means all inventions (whether patentable or unpatentable and whether or not reduced to practice), compositions, manufacturing and production techniques, technical data, designs, drawings, specifications, molds, dies, casts, product configurations, discoveries, trade secrets, improvements, formulae, practices, processes, methods, technology, know-how, and confidential or proprietary information, whether or not patentable, including any of the foregoing in the process of development and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of those which subsist in the world.

“*Loss*” means any loss, liability, damage or expense (including reasonable legal expenses and costs and any cost or expense arising from or incurred in connection with any action, suit, proceeding, claim or judgment) relating to any matter described in Section 10.1 or 10.2, as applicable, and as determined in accordance with Section 10.3 hereof.

“*Major Television Network*” means each of the following television networks: ABC, CBS, NBC or FOX.

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

“*Shared Services*” means, collectively, the services to be provided by Service Provider pursuant to the terms and subject to the conditions of this Agreement, including the Equipment Services, Administrative Services, Master Control Services and all services related to the Delivered Programming.

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

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

<u>Term</u>	<u>Section/Schedule</u>
Administrative Services	Section 4.4
Agreement	Introduction
Communications Act	Section 2.1
Defense Counsel	Section 10.3(a)
Defense Notice	Section 10.3(a)
Delivered Programming	Section 4.2(a)
Direct Claim	Section 10.3(e)
Equipment Services	Section 4.1
Force Majeure Event	Section 11.2
Guarantor	Introduction
Indemnified Party	Section 10.3(a)
Indemnifying Party	Section 10.3(a)
Lease	Section 3.1
Master Control Services	Section 4.3
Obligations	Section 11.12
Policy Statement	Section 4.2(c)
Service Provider	Introduction
Service Provider Indemnified Party	Section 10.2(a)
Service Station	Preamble
SSA Fee	Schedule A
Station	Preamble
Station Owner	Introduction
Station Owner Core Equipment	Section 3.2
Station Owner Indemnified Party	Section 10.1(a)
Station Website	Section 5.7
Term	Section 7.1
Unenforceability Event	Section 11.3

**Section 1.3 Other Interpretive Provisions.** Words used herein, regardless of the gender and number specifically used, shall be deemed and construed to include any other gender, masculine, feminine, or neuter, and any other number, singular or plural, as the context requires. The terms “hereof,” “herein” and “hereunder” and terms of similar import will refer to this Agreement as a whole and not to any particular provision of this Agreement. Section references

contained in this Agreement are references to Sections in this Agreement, unless otherwise specified. The words “or” and “any” are not exclusive. Whenever the term “including” is used in this Agreement (whether or not that term is followed by the phrase “but not limited to” or “without limitation” or words of similar effect) in connection with a listing of items within a particular classification, that listing shall be interpreted to be illustrative only and will not be interpreted as a limitation on, or an exclusive listing of, the items within that classification.

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

## ARTICLE II – GENERAL PRINCIPLES

**Section 2.1 General Principles Governing Sharing Arrangements.** All sharing arrangements contemplated by this Agreement shall be subject to, and are intended to comply in all respects with, the Communications Act of 1934, as amended (the “*Communications Act*”), the FCC Rules and all other Applicable Laws. The arrangements made pursuant to this Agreement shall not be deemed to constitute “joint sales,” “program services,” “time brokerage,” “local marketing,” “profit sharing,” “revenue sharing” or similar arrangements, or a partnership, joint venture, or agency relationship between the parties, and no such arrangement shall be deemed to give Service Provider any right to control the policies, operations, management or any other matter relating to the Station.

## ARTICLE III – USE OF PREMISES AND EQUIPMENT

**Section 3.1 Studio Lease.** As of the Effective Date, Station Owner and Service Provider shall enter into the Studio Lease attached hereto as **Exhibit A** (the “*Lease*”).

**Section 3.2 Use of Equipment by Service Provider.** Subject to Section 3.3 below, during the Term, Station Owner grants Service Provider the right to use any item of equipment set forth on Schedule 3.2 hereto (individually and collectively, “*Station Owner Core Equipment*”) in connection with the Shared Services provided under this Agreement.

**Section 3.3 No Modification to Title.** Without limiting the payment obligations hereunder, including pursuant to the terms and subject to the conditions of Article VI and Schedule A hereto, nothing in this Agreement shall be deemed or interpreted to limit or modify, or to otherwise effect a transfer or alteration of, Station Owner’s title to those assets, tangible and intangible, owned by Station Owner, including the Station Owner Core Equipment.

## ARTICLE IV – SHARED SERVICES

As of the Commencement Date, and thereafter during the Term, subject to Station Owner’s ultimate supervision and control and the terms and conditions set forth in Article II above, Service Provider agrees to provide to Station Owner the following services to support the business and operation of the Station; provided that such supervision and control shall not be deemed to permit Station Owner to expand in any material respect the obligations of Service

Provider or to require Service Provider to incur any material additional obligation or liability hereunder:

**Section 4.1 Technical Services and Equipment.** Service Provider shall provide technical assistance to the Station, under the direction of Station Owner, for the monitoring and maintenance of the Station's technical equipment and facilities and shall assist Station Owner with the installation, repair, maintenance and replacement of the Station's equipment and facilities pursuant to the terms and subject to the conditions of this Section 4.1 (the "*Equipment Services*"). In the event that it shall be reasonably necessary, consistent with good engineering practices and otherwise with the past practice of the Station or the Service Station, to repair or replace any Station Owner Core Equipment, Service Provider shall assist the Station Owner in such repair, but Station Owner shall be responsible for payment of the cost of such equipment and all third-party costs for repair and labor.

**Section 4.2 Delivered Programming.**

(a) Service Provider shall prepare and provide to the Station Owner for broadcast, simulcast or rebroadcast on the Station, as applicable, local news, weather, traffic, sports, news and information, public affairs, public service programming and announcements, weather and other emergency alerts, as described more particularly in Schedule 4.2(a) hereof (the "*Delivered Programming*"), which Delivered Programming shall be less than fifteen percent (15%) of the Station's broadcast hours for any week. The Delivered Programming shall include those programming matters set forth in Schedule 4.2(a). Except as otherwise expressly provided herein, Service Provider shall be responsible for obtaining the rights to broadcast the Delivered Programming on the Station and for paying all costs incurred in obtaining such rights. To the extent permission is required to rebroadcast on the Station any Delivered Programming under Section 325 of the Communications Act, Service Provider hereby grants Station Owner such permission. The Delivered Programming shall be subject to Service Provider's editorial judgment and the requirements of Section 4.2(c), including the Station Owner's right to reject or preempt Delivered Programming under Section 4.2(c) hereof. All Delivered Programming shall conform in all material respects with standards established by Station Owner and consistent with similar programming broadcast on Service Provider's own television broadcast stations, and shall otherwise conform to all Applicable Law, including the Communications Act, the FCC Rules and the intellectual property rights of third parties.

(b) Service Provider hereby grants a copyright license to Station Owner to broadcast on the Station the Delivered Programming during the Term and to otherwise deliver the Delivered Programming as part of any simulcast or rebroadcast of the Station's programming to and via any media, including mobile and other similar devices within the DMA during the Term; *provided, however*, that Service Provider otherwise retains all title, rights, and ownership to the Delivered Programming. Service Provider grants consent for Station Owner to authorize the retransmission within the Station's DMA by cable, telephone, and satellite companies or any other Multichannel Video Programming Distributor, as defined by the FCC, the portion of the Station's signal containing the Delivered Programming.

(c) All Delivered Programming shall comply with Applicable Law. Station Owner shall have the right to reject or preempt any Delivered Programming to present program

material of greater local or national importance or due to contractual obligations or for any other reason. Station Owner may reject any Delivered Programming if it reasonably determines that the broadcast of such material would violate Applicable Law or would otherwise be contrary to the public interest. Station Owner shall promptly notify Service Provider of any such rejection or preemption. Schedule 4.2(c) sets forth Station Owner's statement of policy (the "*Policy Statement*") with regard to the broadcast of the Delivered Programming.

(d) Service Provider shall use commercially reasonable efforts to accommodate requests by Station Owner for promotion of the Station related to the Delivered Programming, *provided* that Station Owner shall pay all costs associated with any such promotion. For purposes of this Agreement, the "Delivered Programming" shall not include any material, content or programming provided by Station Owner, even if it appears within the Delivered Programming.

(e) Each party shall retain all rights and ownership in its pre-existing Intellectual Property Rights, including any names, product names, logos, trademarks, service marks, or other Intellectual Property. Neither party grants to the other party any right or license with respect to its Intellectual Property Rights except as otherwise provided under this Agreement.

**Section 4.3 Master Control Services.** Subject to the direction and control of Station Owner and its personnel, Service Provider shall provide the master control functions for the Station's primary digital channel and one multicast digital channel (the "*Master Control Services*").

**Section 4.4 Administrative Services.** Service Provider shall provide a reception and other general administrative assistance to the Station (the "*Administrative Services*"), *provided* that Station Owner supplies any additional equipment or facilities necessary to enable Service Provider to provide such Administrative Services (e.g., a separate phone line and phone system for the Station) and such Administrative Services do not interfere with the operation of the Service Station.

**Section 4.5 Access to Information.** In no event shall (a) Station Owner, its Affiliates, or their respective officers, directors, employees, agents, or invitees have access to sales information or advertising rates or practices or any financial or accounting information of the Service Station, or (b) Service Provider, its Affiliates, or their respective officers, directors, employees, agents, or invitees have access to sales information or advertising rates or practices or any financial or accounting information of the Station. Station Owner and Service Provider shall instruct their respective employees to not discuss or exchange with one another any information concerning their respective station's rates or sales practices or to engage in any activity otherwise prohibited by antitrust or fair trade laws or regulations under Applicable Law.

**Section 4.6 Exclusivity.** During the Term, Service Provider covenants and agrees that it will not, directly or indirectly, and it will cause its applicable Affiliates to not, directly or indirectly, provide to any third party that owns or operates a broadcast television station in the DMA services substantially similar in any material respect to the services provided by Service Provider hereunder.

**Section 4.7 Services Not Provided.** The Shared Services shall not include: (a) promotional services; (b) access to or use of production personnel, technical resources, equipment or facilities for program production, including commercial production or the development of local advertising; (c) access to or use of Service Provider's wide-area-network, servers or corporate systems; (d) any services with respect to, or content for, the Station Website (as defined below); or (e) any continuity or traffic services or support.

## **ARTICLE V– CERTAIN RETAINED OBLIGATIONS OF STATION OWNER**

Station Owner shall be responsible for and perform all services relating to the business and operation of the Station except for those services that Service Provider expressly agrees to provide pursuant to the terms and subject to the conditions of this Agreement. Among the services for which Station Owner shall remain responsible are those set forth in this Article V, including the following obligations with respect to the business and operations of the Station in accordance with and subject to the following provisions:

**Section 5.1 Procurement of Programming.** Station Owner shall maintain for the Station and shall provide separate managerial and other personnel to carry out the selection, procurement and scheduling of programming for the Station and to otherwise perform such duties and responsibilities retained by Station Owner hereunder and as may be required to comply with the Communications Act and the FCC Rules.

**Section 5.2 Control of the Station and FCC Compliance.** Station Owner shall continue to maintain full control over the operations of the Station, including programming, key personnel, facilities and finances. Station Owner shall be responsible for, and shall comply in all material respects with (a) the terms and conditions of the FCC Licenses with respect to the Station, including the requirements of the main studio rules, and (b) all applicable provisions of the Communications Act, the FCC Rules and all other Applicable Law with respect to the operation of the Station. Station Owner shall file in a timely and complete manner all reports and applications required to be filed with the FCC or any other Governmental Authority. Without limiting the generality of the foregoing, Station Owner shall employ at least two full-time employees (and no fewer than the number required to comply with Applicable Law) in connection with the business and management of the Station, one of whom shall be the station manager.

**Section 5.3 Insurance.** Station Owner shall maintain in effect policies of insurance insuring the assets and the business of the Station in accordance with good industry practices and consistent with the coverage in terms of scope of the coverage and amounts as provided under such policies as were in existence on the day prior to the Commencement Date, including casualty, property, and personal liability and libel, slander, defamation, invasion of privacy and related insurance.

**Section 5.4 Certain Retained Payment Responsibilities.** As between the parties hereto, Station Owner shall be solely responsible for all operating costs associated with the Station, including the cost of electricity, other utilities, taxes relating to the business and operation of the Station; the salaries, insurance and all other costs for all personnel employed by Station Owner or its Affiliates; expenditures related to maintenance and filings with respect to

the FCC Licenses relating to the Station and other expenses of compliance with the Communications Act and other Applicable Law in connection with Station Owner's ownership and operation of the Station, including attorneys' fees of Station Owner incurred in connection therewith; insurance premiums with respect to the business and property of Station Owner, and all payments for the acquisition or licensing of programming with respect to the Station and all music rights payments, if any, relating to the broadcast or transmission of announcements, advertising and programming on the Station, other than those associated with the Delivered Programming; *provided, however*, (a) Station Owner shall provide and maintain at its expense all music license rights and copyright licenses for broadcast on the Station for music contained in the Delivered Programming that is in the repertories of ASCAP, BMI and SESAC; and (b) Service Provider shall be responsible for all other music license rights and other copyright licenses with respect to music or other content contained in the Delivered Programming except as expressly provided in the foregoing clause (a).

**Section 5.5 Retransmission Consent Agreements.** As between the parties hereto, Station Owner shall be solely responsible for the maintenance, enforcement and negotiation of retransmission consent agreements for the Station with cable, satellite and other multichannel video providers.

**Section 5.6 No Joint Advertising Sales.** Station Owner shall retain sole authority to set prices for the advertising sales of the Station and to conduct and manage such sales, including with respect to (a) advertising on the Delivered Programming, (b) advertising in connection with the Station Website, and (c) the supervision and control of all employees and agents engaged in connection with the advertising sales of the Station.

**Section 5.7 Website and IT Matters.** Station Owner shall be solely responsible for maintaining and operating a website for the Station (the "*Station Website*") and providing all materials and content for the Station Website. Station Owner shall also be responsible for establishing wide-area-network connectivity between the Station and Station Owner's corporate headquarters and any required ancillary connectivity.

**Section 5.8 High Definition Programming.** The parties acknowledge and agree that Service Provider's technical facilities do not enable broadcasts in high definition and that, as of the Commencement Date, the Delivered Programming will not be provided in the high definition format. In the event that Service Provider, in its sole discretion, elects to upgrade its technical facilities to enable high definition broadcasts, Station Owner agrees to contribute a mutually agreed upon amount to the project. From and after completion of the project, Service Provider shall provide all Delivered Programming in the high definition format.

## ARTICLE VI- CONSIDERATION AND COSTS

**Section 6.1 SSA Fee.** In consideration for the Shared Services to be provided to Station Owner by Service Provider pursuant to this Agreement, Station Owner shall pay to Service Provider for each calendar month during the Term the SSA Fee, as described in and calculated in accordance with Schedule A hereto. The SSA Fee shall be payable monthly, in arrears, as set forth in Schedule A hereto.

**Section 6.2 Service Provider Costs.** Service Provider shall be solely responsible for making all payments of the salaries, taxes and related costs for all personnel employed by Service Provider who are used by Service Provider in the performance of Service Provider's obligations hereunder.

## ARTICLE VII- TERM AND TERMINATION

**Section 7.1 Term.** This Agreement shall be deemed effective, and the initial term hereof shall commence, on and as of the date hereof and such initial term (the "*Term*") shall continue until the eighth (8th) anniversary of the Commencement Date, unless earlier terminated in accordance with Section 7.2 below.

### **Section 7.2 Termination.**

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

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

(i) this Agreement has been declared invalid under Applicable Law or illegal in whole or substantial part by an order or decree of an administrative agency or court of competent jurisdiction which is not subject to appeal or further administrative or judicial review; or

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

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

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

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

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

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

(i) if Station Owner is not then in material breach and Service Provider breaches any of its obligations under this Agreement which breach reasonably could be expected to result in the revocation or non-renewal of the Station's FCC Licenses and such breach shall not have been cured within forty-five (45) days after receiving written notice of such breach from Station Owner, or if Service Provider breaches any of its payment obligations to Station Owner (other than any such payment obligation that is being contested in good faith) which breach shall not have been cured within fifteen (15) days after receiving written notice of such breach from Station Owner;

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

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

(e) Upon Restraint of this Agreement. If any order of any Governmental Authority shall be in effect, including as a result of a Third Party Claim, and including any preliminary injunction or temporary restraining order, or there shall be any Applicable Law, the effect of which shall be to prohibit or enjoin the performance of this Agreement, then either party shall have the right to terminate this Agreement upon written notice to the other, which notice shall be effective as of the date one hundred eighty (180) days after such notice hereunder;

*provided, however*, that in the event that outside counsel to the terminating party shall advise such party that such order of the applicable Governmental Authority or Applicable Law shall require termination of this Agreement as of a date earlier than such one hundred eighty (180) - day period contemplated hereunder, then such notice of termination shall be effective as of such earlier date required by such Governmental Authority or Applicable Law, as the case may be.

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

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

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

### **Section 7.3 Certain Matters Upon Termination.**

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

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

## **ARTICLE VIII– REPRESENTATIONS AND WARRANTIES OF STATION OWNER**

Station Owner represents and warrants to Service Provider as follows:

**Section 8.1 Authorization and Binding Obligation.** The execution, delivery, and performance of this Agreement by Station Owner have been duly authorized by all necessary organizational action on the part of such party. This Agreement has been duly executed and delivered by Station Owner and constitutes the legal, valid, and binding obligation of such party, enforceable against it in accordance with its terms except as the enforceability thereof may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium, insolvency, reorganization, or other similar laws of general application affecting the enforcement of creditors' rights or by general principles of equity limiting the availability of equitable remedies.

**Section 8.2 Absence of Conflicting Agreements or Consents.** The execution, delivery, and performance by Station Owner of this Agreement and the documents contemplated

hereby (with or without the giving of notice, the lapse of time, or both): (a) will not conflict with the organizational documents of Station Owner; (b) to the actual knowledge of Station Owner or its respective Affiliates, does not conflict with, result in a breach of, or constitute a default under any law, judgment, order, ordinance, injunction, decree, rule, regulation, or ruling of any court or governmental instrumentality applicable to Station Owner; (c) does not conflict with, constitute grounds for termination of, result in a breach of, constitute a default under, or accelerate or permit the acceleration of any performance required by the terms of any agreement, instrument, license, or permit to which Station Owner is a party or by which it is bound as of the date of this Agreement; and (d) will not create any claim, lien, charge, or encumbrance upon any of the assets of the Station owned by Station Owner.

## **ARTICLE IX – REPRESENTATIONS AND WARRANTIES OF SERVICE PROVIDER**

Service Provider represents and warrants to Station Owner as follows:

**Section 9.1 Authorization and Binding Obligation.** The execution, delivery, and performance of this Agreement by Service Provider have been duly authorized by all necessary organizational action on the part of such party. This Agreement has been duly executed and delivered by Service Provider and constitutes the legal, valid, and binding obligation of such party, enforceable against it in accordance with its terms except as the enforceability thereof may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium, insolvency, reorganization or other similar laws of general application affecting the enforcement of creditors' rights or by general principles of equity limiting the availability of equitable remedies.

**Section 9.2 Absence of Conflicting Agreements and Required Consents.** The execution, delivery, and performance by Service Provider of this Agreement and the documents contemplated hereby (with or without the giving of notice, the lapse of time, or both): (a) will not conflict with the organizing documents of Service Provider; (b) to the actual knowledge of Service Provider or its Affiliates, does not conflict with, result in a breach of, or constitute a default under, any law, judgment, order, ordinance, injunction, decree, rule, regulation, or ruling of any court or governmental instrumentality applicable to Service Provider; and (c) does not conflict with, constitute grounds for termination of, result in a breach of, constitute a default under, or accelerate or permit the acceleration of any performance required by the terms of, any agreement, instrument, license or permit to which Service Provider is a party or by which it is bound as of the date hereof.

## ARTICLE X- INDEMNIFICATION AND REMEDIES

### Section 10.1 By Service Provider.

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

(i) any act or omission of Service Provider, its Affiliates or their respective officers, directors, employees, agents or invitees;

(ii) the performance of the Shared Services in a manner materially inconsistent with the then-prevailing standards of the television and broadcast industry;

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

(iv) any Delivered Programming (exclusive in all events of any material, content or programming provided by Station Owner); or

(v) any Delivered Website Content (exclusive in all events of any material, content or programming provided by Station Owner).

(b) The obligations of Service Provider under this Section 10.1 shall survive any termination or expiration of this Agreement.

(c) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL (i) SERVICE PROVIDER BE LIABLE UNDER THIS SECTION 10.1 FOR PUNITIVE, TREBLE, EXEMPLARY, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES THAT ARE NOT ACTUAL DAMAGES IN ACCORDANCE WITH APPLICABLE LAW; OR (ii) SERVICE PROVIDER'S INDEMNIFICATION OBLIGATIONS UNDER THIS SECTION 10.1 EXTEND TO DAMAGES TO THE EXTENT ARISING OUT OF OR RESULTING FROM A BREACH BY STATION OWNER OF ITS REPRESENTATIONS, WARRANTIES, COVENANTS OR AGREEMENTS IN THIS AGREEMENT, OR FROM THE NEGLIGENCE OR WILLFUL MISCONDUCT OF STATION OWNER OR ANY OF THEIR EMPLOYEES, AGENTS OR AFFILIATES.

(d) Service Provider shall not be subject to the indemnification obligations set forth in this Section 10.1 unless an individual claim filed hereunder exceeds forty thousand dollars (\$40,000) or claims in the aggregate exceed one hundred fifty thousand dollars (\$150,000).

### Section 10.2 By Station Owner.