

Schedule 4.2(a)

Schedule of Delivered Programming

As of the Commencement Date, Service Provider shall provide approximately twelve (12) hours of Delivered Programming per week, less breaks for commercial time consistent with Service Provider's practice for the Service Station, in accordance with the terms and subject to the conditions of this Agreement, as follows:

Monday – Friday:	7:00-7:58 a.m., local Station time 9:00-9:58 p.m., local Station time
Saturday – Sunday:	9:00-9:58 p.m., local Station time

Station Owner acknowledges and agrees that the above time periods are the only time periods during which Service Provider shall provide the Delivered Programming to the Station. In the event of a preemption of the Delivered Programming by Station Owner for any reason, there shall be no extension beyond or modification of the above time periods. Station Owner shall ensure that the Delivered Programming shall not comprise more than 15%, by duration, of the programming broadcast on the Station during any broadcast week.

Service Provider and Station Owner may mutually agree to increase the number of hours of Delivered Programming. Station Owner acknowledges and agrees that any increase in the number of hours of Delivered Programming shall result in an increase in the SSA Fee as determined by Service Provider.

Schedule 4.2(c)

Policy Statement for Delivered Programming

Service Provider agrees to cooperate with Station Owner in providing to Station Delivered Programming of high quality and, for this purpose, to observe the following policies in the preparation, writing, production and delivery of the Delivered Programming.

CONTROVERSIAL ISSUE. Any discussion of controversial issues of public importance shall be reasonably balanced with the presentation of contrasting viewpoints in the course of overall programming; no attacks on the honesty, integrity, or like personal qualities of any Person or group of Persons shall be made; and Station programs (other than public forum or talk features) are not to be used as a forum for editorializing about individual candidates. If such events occur, Station Owner may require that responsive programming be aired.

NO PLUGOLA OR PAYOLA. The mention of any business activity or “plug” for any commercial, professional, or other related endeavor, except where contained in an actual commercial message of a sponsor, is prohibited.

PROGRAMMING PROHIBITIONS. Service Provider shall not knowingly provide to Station any of the following programs or announcements:

- (a) False Claims. Any commercial announcements that contain false or unwarranted claims for any product or service.
- (b) Unfair Imitation. Any commercial announcements that Service Provider knows to constitute an infringement of another advertiser’s rights through plagiarism or unfair imitation of either program idea or copy, or any other unfair competition.
- (c) Commercial Disparagement. Any commercial announcement that Service Provider knows to constitute unlawful disparagement of competitors or competitive goods.
- (d) Obscenity/Indecency/Profanity. Any programs or announcements that in the good faith opinion of Service Provider are obscene or indecent, as those terms are interpreted and applied by the FCC or any programs or announcements that are slanderous, obscene, profane, vulgar, repulsive or offensive, either in theme or treatment.
- (e) Unauthorized Testimonials. Any testimonials which Service Provider knows cannot be authenticated.
- (f) Conflict Advertising. Any advertising matter or announcement which may, in the reasonable opinion of Station Owner, be injurious or prejudicial to the interest of the public, the Station, or honest advertising and reputable business in general.

- (g) **Fraudulent or Misleading Advertisement.** Any advertisement matter, announcement, or claim which Service Provider knows to be fraudulent, misleading, or untrue.

LOTTERIES. Announcements giving any information about lotteries or games prohibited by Applicable Law are prohibited.

RELIGIOUS PROGRAMMING RESTRICTIONS. The subject of religion and references to particular faiths, tenets, and customs shall be treated with respect at all times.

CREDIT TERMS ADVERTISING. Any advertising of credit terms shall be made over the Station in accordance with Applicable Law.

NO ILLEGAL ANNOUNCEMENTS. No announcements or promotion prohibited by Applicable Law shall be made over the Station. At Station Owner's request, any game, contest, or promotion relating to or to be presented over the Station must be fully stated and explained in advance to Station Owner, which reserves the right in its sole discretion to reject any game, contest, or promotion.

STATION OWNER DISCRETION PARAMOUNT. In accordance with the responsibilities of Station Owner under the Communications Act and the FCC Rules, Station Owner reserves the right to reject or terminate any Broadcast Material proposed to be presented or being presented over the Station which is in conflict with the policy of Station Owner or which in the reasonable judgment of Station Owner would not serve the public interest.

PROGRAMMING IN WHICH SERVICE PROVIDER HAS A FINANCIAL INTEREST. Service Provider shall advise Station Owner with respect to any Broadcast Material concerning goods or services in which Service Provider has a material financial interest. Any announcements for such goods and services for which Service Provider charges less than its regular rate shall clearly identify Service Provider's financial interest.

MISCELLANEOUS.

(a) **Waiver.** To the extent legally permissible, Station Owner may waive any of the foregoing policies in specific instances if, in its opinion, good broadcasting in the public interest is served.

(b) **Prior Consent.** In any case where questions of policy or interpretation arise, Service Provider will attempt in good faith to submit the same to Station Owner for decision before making any commitments in connection therewith.

Exhibit A

Studio Lease

See attached.

STUDIO LEASE

THIS STUDIO LEASE (this “Lease”), is made and entered into on this 1st day of October, 2015, by and between Journal Broadcast Group, Inc., a Wisconsin corporation (“Landlord”) and KNIN, LLC, a Delaware limited liability company (“Tenant”), and, solely for the purposes of Section 25.14, Raycom Media, Inc., a Delaware corporation (“Guarantor”).

ARTICLE I - LEASED PREMISES

1.1 Demise of Leased Premises. Attached hereto as Exhibit A is a site plan of property located at 1866 E. Chisholm Drive, Nampa, ID 83687 (the “Property”). Landlord, in consideration of the rents and of the terms and conditions hereinafter contained, does hereby lease to Tenant, and Tenant does hereby rent from Landlord: the space highlighted in yellow on the floor plan attached hereto as Exhibit B and incorporated herein (the “Leased Premises”) which is located in the building located on the Property (the “Building”).

1.2 Condition of Leased Premises. Tenant accepts the Leased Premises in its “as is” condition as of the execution of this Lease, subject to all recorded matters, laws, ordinances, and governmental regulations and orders. Tenant acknowledges that neither Landlord, any employee of Landlord, Landlord’s property manager, nor any agent of Landlord has made any representation as to the condition of the Leased Premises or the suitability of the Leased Premises for Tenant’s intended use. The taking of possession of the Leased Premises by Tenant shall be conclusive evidence that the Leased Premises were in good and satisfactory condition and suitable for the use intended by Tenant at the time such possession was taken. Upon request by Landlord, Tenant shall execute a commencement letter signifying such acceptance.

ARTICLE II - TERM

The term of this Lease shall be for a period of eight (8) years (the “Term”), commencing on the date hereof (the “Commencement Date”), and ending on the eighth (8th) anniversary of the Commencement Date (the “Expiration Date”), unless sooner terminated pursuant to Section 25.10 or any other provision hereof.

ARTICLE III - RENT

3.1 Rent Tenant shall pay rent to Landlord starting with the Commencement Date of the Lease for the use and occupancy of the Leased Premises at an annual rate of [REDACTED] (“Rent”), payable in equal monthly installments of [REDACTED] each, in arrears, by the tenth (10th) day following the end of each month during the Term hereof. If the Term shall commence and end on a day other than the first day of a month, the monthly installment of Rent for the first and last partial month shall be prorated on a per diem basis. Rent and all other sums payable to Landlord under this Lease shall be payable in U.S. Dollars at the office of Landlord, or at such other place or places as Landlord may in writing direct. All Rent payable under this Lease shall be paid by Tenant without notice or demand, both of which are expressly waived by Tenant. Rent due under this Lease shall be paid by Tenant without offset or deduction.

Tenant will not be responsible for paying any additional rent or additional amounts for the following items, the estimated cost of which have been used in the determination of the Rent hereunder:

(a) **Real Property Taxes.** “Real Property Taxes” shall mean: (i) any fee, license fee, license tax, business license fee, commercial rental tax, levy, charge, assessment, government charge or tax imposed by any taxing authority against the Building or Property; (ii) any tax on the Landlord’s right to receive, or the receipt of, rent or income from the Building or against Landlord’s business of leasing the Building; (iii) any tax, or charge, or assessment, or any assessment for repayment of bonds for fire protection, streets, sidewalks, road maintenance, refuse or other services provided to the Building for any governmental agency; (iv) any charge or fee replacing any tax previously included within the definition of real property tax; and (v) any costs incurred by Landlord in contesting such Real Property Taxes, whether successful or not. (Tenant shall, however, pay when due all taxes charged against trade fixtures, furnishings, equipment or any other personal property belonging to Tenant).

(b) **Insurance.** Landlord shall maintain such insurance on the Building as Landlord reasonably deems appropriate.

(c) **Common Expenses.** “Common Expenses” shall mean all costs incurred by Landlord in cleaning, repairing, maintaining and operating the Building and the Common Areas (hereinafter defined) and shall include, but are not limited to, the following: gardening and landscaping; electrical, gas, water and sewer service and maintenance, repair and replacement of the facilities providing the same; maintenance; receptionists; mail room; security services; repair and replacement of signs; premiums for liability, property damage, fire and other types of casualty insurance on the Common Areas and worker’s compensation insurance; all personal property taxes and assessments levied on or attributable to the Common Areas and all improvements thereon; all personal property taxes levied on or attributable to personal property used in connection with the Common Areas, the Building or the Property; straight-line depreciation on personal property owned by Landlord and consumed or used in the operation or maintenance of the Common Areas; rental or lease payments paid by Landlord for rented or leased personal property used in the operation or maintenance of the Common Areas or the Building; fees for required licenses and permits; repairing, replacing, resurfacing, repaving, maintaining, painting, lighting, cleaning, refuse removal, security and similar items; reserves for roof replacement and exterior painting and other appropriate reserves; and any management fees. Notwithstanding the foregoing, any personal property taxes on Tenant’s equipment, fixtures and other personal property shall be paid by Tenant, at Tenant’s expense.

3.2 Annual Rent Increases. Commencing on the first day of the second Lease year after the Commencement Date, and on the first day of each Lease year thereafter during the Term (the “Adjustment Date”), the Rent that Tenant shall pay to Landlord each month shall increase by 2.5 percent (the “Adjustment Amount”).

3.3 Late Charges. Tenant’s failure to pay Rent promptly may cause Landlord to incur unanticipated costs. The amount of such costs are difficult to ascertain, and therefore on any Rent payment not made within ten (10) days after it is due, Tenant shall pay Landlord a late charge equal to fifteen percent (15%) of the overdue amount. The parties agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of such late payment.

3.4 Interest on Past Due Amounts. Any amount owed by Tenant to Landlord which is not paid when due shall bear interest at the rate of fifteen percent (15%) per annum from the due date of such amount, in addition to any late charges due under this Lease. If the interest rate specified in this Lease is higher than the rate permitted by law, the interest rate is hereby decreased to the maximum legal interest rate permitted by law.

ARTICLE IV - COMMON AREAS

4.1 Common Areas. In this Lease, "Common Areas" shall mean all areas on the Property as designated on Exhibit B, which are available for the common use of tenants of the Property and which are not part of the Leased Premises or the premises of Landlord or other tenants. Landlord may from time to time, at Landlord's sole discretion, change the size, location, nature and use of any of the Common Areas. Tenant acknowledges that such activities may result in occasional inconvenience and such activities and changes shall be expressly permitted if they do not materially affect Tenant's use of the Property.

4.2 Use of Common Areas. Tenant shall have the nonexclusive right (in common with Landlord and all others to whom Landlord has granted or may grant such rights) to use the Common Areas for the purposes intended, subject to such reasonable rules and regulations as Landlord may establish from time to time. Tenant shall abide by such rules and regulations and shall use its best effort to cause others who use the Common Areas with Tenant's expressed or implied permission to abide by Landlord's rules and regulations. Tenant shall not, at any time, interfere with the rights of Landlord, other tenants, or any other person entitled to use the Common Areas.

4.3 Vehicle Parking. Tenant shall be entitled to use the vehicle parking spaces in the surface lot on the Property without paying any additional rent. Tenant's vehicle parking shall not be reserved and Tenant shall have access to spaces proportionate to the access of Landlord and other tenants. Unless specifically consented to in writing by Landlord, vehicles shall be parked only in striped parking spaces and not in driveways, loading areas or other locations not specifically designated for parking.

4.4 Common Area Maintenance. Landlord shall maintain the Common Areas consistent with Landlord's past practice.

ARTICLE V - USE

5.1 Use. Tenant shall use the Leased Premises for the operation of television station KNIN-TV and for no other purpose without the prior written consent of Landlord. Tenant will not use or occupy the Leased Premises for any unlawful purpose, and will comply with all present and future laws, ordinances, regulations, and orders of the United States of America, the state of Idaho, and all other governmental units or agencies having jurisdiction over the Property and the Leased Premises. Tenant agrees to operate its business in the Leased Premises during the entire Term and to conduct its business in a reputable manner. Tenant shall not cause, maintain or permit any outside storage on or about the Leased Premises, shall not commit or suffer any waste upon the Leased Premises, or any nuisance or other act or thing which may disturb the quiet enjoyment of any other tenant in the Building. No use shall be made or permitted to be made of the Leased Premises, nor acts done, which will increase the existing rate of insurance upon the Building or cause the cancellation of any insurance policy covering the Building, or any part thereof. Tenant shall not sell, or permit to be kept, used, in or about the Leased Premises, any article which may be prohibited by the standard form of fire insurance policy. Tenant

shall, at its sole cost and expense, comply with any and all requirements, pertaining to the Leased Premises, of any insurance organization or company, necessary for the maintenance or reasonable fire and public liability insurance covering the Leased Premises, Building and appurtenances. Tenant shall not place on any floor a load exceeding the floor load per square foot which such floor was designed to carry. Landlord shall have the right to prescribe the weight, position and manner of installation of safes and other heavy equipment and fixtures.

5.2 ADA. Tenant shall at its expense make any improvements or alterations to the Leased Premises required to conform with the Americans With Disabilities Act of 1990 (“ADA”) and any other laws, ordinances, orders or regulations of any governmental body or authority presently required or hereinafter enacted. Tenant represents and warrants that the use and occupancy of the Leased Premises as contemplated by this Lease comply or will comply fully with all such laws, ordinances, and other governmental requirements.

5.3 Mold. It is agreed and understood that mold spores are present essentially everywhere. Tenant acknowledges and understands that mold can grow in most moist locations including within the Leased Premises. Landlord places the burden on Tenant to properly prevent moisture in the Leased Premises, and on good housekeeping and ventilation practices. Tenant acknowledges the necessity of housekeeping, ventilation and moisture control (especially in kitchens, bathrooms, beneath cabinets and around outside walls) for mold prevention. In signing this Lease, Tenant has first inspected the aforementioned Leased Premises, and certifies that Tenant has not observed mold, mildew or moisture within the Leased Premises. If Tenant observes mold/mildew and/or moisture conditions (from any source, including leaks), Tenant shall immediately notify Landlord and take, at Tenant’s expense, appropriate corrective action. Tenant relieves, and shall indemnify and defend, Landlord from any liability for any personal injury or damages to property caused by or associated with moisture or the growth or occurrence of mold or mildew on or in the Leased Premises.

ARTICLE VI - SECURITY DEPOSIT

Landlord shall not require Tenant to pay a security deposit.

ARTICLE VII - OPERATIONS, UTILITIES, AND SERVICES

7.1 Operation. Landlord shall operate the Building consistent with standards customarily followed in the operation of television broadcast stations, and in accordance with past practice. Tenant acknowledges and agrees that Landlord operates television station KIVI-TV, Nampa, ID in the Building and will continue such operations during the Term. Any references herein to Landlord’s tenant or a tenant in the Building shall include Landlord’s business and operations in the Building.

7.2 Utilities and Services. Landlord shall provide Tenant with the incidental benefit and reasonable right to use the following utilities and services provided for purposes of Landlord’s business and operations in Building:

(a) Central heat and air-conditioning, in season, at such temperatures and in such amounts as may be required to reasonably heat or cool the Leased Premises except in extreme temperature conditions or when limited by legal requirements.

(b) Hot and cold water to serve the Leased Premises as required for lavatory and drinking purposes and such other uses as are permitted pursuant to this Lease.

(c) Janitorial services if agreed upon by Landlord and Tenant on a daily basis, excluding holidays, in accordance with Landlord's janitorial contract.

(d) Electricity to the Leased Premises sufficient for standard consumption for general office lighting and the operation of typewriters, desktop personal computers, and other business machines of similar low electrical consumption.

7.3 Interruption of Services. Landlord shall not be in default under this Lease and shall not be liable to Tenant for failure to provide services pursuant to this Article if failure to provide the services is caused by factors outside of Landlord's control.

7.4 No Interference. Without Landlord's prior review and written consent, Tenant shall not install or operate any electrical, Internet, satellite, microwave, or other systems that will or may necessitate any changes, replacements or additions to, or changes in the use of, the water system, heating system, plumbing system, air-conditioning system or electrical system of the Leased Premises or the Building. Any changes, replacements or additions to those systems made necessary by Tenant's installation or operation of any systems shall be made at Tenant's expense. Further, no such electrical, Internet, satellite, microwave, or other systems will interfere with any other tenant in the Building or with any other buildings on the Property. Tenant's use of the Leased Premises shall not unreasonably interfere with the conduct of Landlord's business or operations.

ARTICLE VIII - REPAIRS AND MAINTENANCE

Landlord shall keep and maintain in good repair and working order and make all repairs to and perform necessary maintenance upon the structural components and elements, and electrical, plumbing and mechanical systems, of the Building and all parts and appurtenances, which are required in the normal maintenance and operation of the Building. Landlord shall also, at its sole cost and expense, keep and maintain in good repair and working order and make all repairs to and perform necessary maintenance within and upon the Leased Premises, and all parts and appurtenances thereof, which are consistent with the repair and maintenance of Landlord's own facilities in the Building. The cost and expense of any maintenance or repair to the Building or Leased Premises necessary due to the acts or omissions of Tenant or Tenant's agents, employees, contractors, invitees, licensees or assignees, shall be reimbursed by Tenant to Landlord upon demand. Landlord shall not be obligated to make any repairs until notified in writing by Tenant, and Landlord shall then have a reasonable period of time to make such repairs. Landlord shall not be liable for any damage or loss occasioned by Landlord's failure to repair the Building or Leased Premises unless it shall have failed to make such repair within a reasonable time following written notice from Tenant of the need for such repair.

ARTICLE IX - ALTERATIONS: TENANT'S PROPERTY

9.1 Alterations by Tenant. Tenant shall make no alterations, additions, replacements or improvements to the Leased Premises without the express written consent of Landlord which consent shall be withheld or granted in Landlord's sole and absolute discretion. Landlord may require Tenant to provide demolition and/or lien and completion bonds in form and amount satisfactory to Tenant. All

alterations, additions or improvements to the Leased Premises made by Tenant will be accomplished in a good and workmanlike manner, in conformity with all applicable laws and regulations, by a contractor approved by Landlord, and shall become the property of the Landlord at the expiration of the Term of this Lease. Landlord reserves the right to require Tenant to remove any alteration, improvement or addition made to the Leased Premises by Tenant, and to repair and restore the Leased Premises to a condition substantially equivalent to the condition of the Leased Premises prior to any such alteration, addition or improvement. Tenant shall give Landlord at least ten (10) days' prior written notice of the commencement of any work on the Leased Premises. Landlord may elect to record and post notices of non-responsibility on the Leased Premises.

9.2 Contractors' Insurance Requirements. In the event Landlord gives its approval to Tenant pursuant to Section 9.1 hereof, Tenant shall require any third party vendor or contractor performing work on the Leased Premises to carry and maintain at no expense to Landlord: (a) Commercial General Liability Insurance with a combined single limit of [REDACTED] bodily injury and property damage per occurrence; (b) Auto Liability insurance with a combined single limit of [REDACTED], and (c) Workers' Compensation insurance in accordance with applicable state law and Employer's Liability insurance with limits of not less than [REDACTED]. Tenant shall obtain a Certificate of Insurance prior to commencement of work and Landlord and Tenant are to be additional insureds with respect to the liability coverages.

9.3 Tenant's Property. Provided Tenant is not in default under the terms of this Lease, Tenant, at its expense and at any time and from time to time, may install in and remove from the Leased Premises its trade fixtures, equipment, removable walls and wall systems, furniture and furnishings, provided such installation or removal is accomplished without damage to the Leased Premises or the Building, the installation does not interfere with the other tenants and their guests use of the Building and Landlord, in its sole discretion, has consented to such installation. On or prior to the Expiration Date, subject to Exhibit B, Tenant shall remove all of Tenant's property from the Leased Premises and repair any damage to the Leased Premises caused by such removal. All property of Tenant remaining on the Leased Premises after the expiration of the Term of this Lease shall be deemed to have been abandoned and may be removed by Landlord and Tenant shall reimburse Landlord for the cost of such removal.

ARTICLE X - HAZARDOUS MATERIALS

10.1 Use of Hazardous Materials

(a) Tenant's Obligations and Liabilities: Tenant shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Leased Premises by Tenant, its agents, employees, contractors, or invitees. If Tenant breaches this obligation, Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs or liabilities (including, without limitation, diminution in value of the Leased Premises, damages for the loss of restriction on use of rentable or usable space or of any amenity of the Leased Premises, damages arising from any adverse impact on marketing of space, and sum paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the Lease Term as a result of such contamination. This indemnification of Landlord by Tenant, includes, without limitation, costs incurred in connection with any investigations of site conditions or any clean-up, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or ground water on or under the Leased Premises. Without limiting the foregoing, if the presence of Hazardous Material on the Leased Premises caused by Tenant

results in any contamination of the Leased Premises, Tenant shall promptly take all actions at its sole expense as are necessary to return the Leased Premises to the conditions existing prior to the introduction of any such Hazardous Material in the Leased Premises, provided that Landlord's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term or short-term effect on the Leased Premises. The foregoing indemnity shall survive the expiration or earlier termination of this Lease.

(b) Definition: As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste, including, but not limited to those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 261) and amendments thereto, or such substances, materials and wastes that are or become regulated under any applicable local, state or federal law.

(c) Inspection: Landlord and its property manager or agents shall have the right, but not the duty, to inspect the Leased Premises at any time to determine whether Tenant is complying with the terms of this Lease. If Tenant is not in compliance with this Lease, Landlord shall have the right to immediately enter upon the Leased Premises to remedy any contamination caused by Tenant's failure to comply, notwithstanding any other provisions of this Lease. Landlord shall use its best efforts to minimize interference with Tenant's business but shall not be liable for interference caused thereby.

(d) Default: Any default under this Paragraph shall be a material default enabling Landlord to exercise any of the remedies set forth in this Lease.

ARTICLE XI - ASSIGNMENT AND SUBLETTING

Tenant shall not assign, transfer or encumber this Lease or any part hereof and shall not sublet, grant licenses or concessions, nor allow any other occupant to come in, with or under Tenant, nor shall Tenant permit this Lease or the leasehold estate hereby created to become vested in or owned by any other person, firm or corporation by operation of law or otherwise without the prior written consent of Landlord.

Notwithstanding the above, any change in the ownership or power to vote a majority of Tenant's outstanding membership interests will not constitute a prohibited assignment for purposes of this Section. Acceptance of Rent by Landlord from anyone other than Tenant shall not be construed as a waiver by Landlord of the actions prohibited by this Section, nor as a release of Tenant from any obligation or liability under this Lease. In the event Landlord consents to an assignment or sublet by Tenant, Tenant, and any guarantor of Tenant, shall not be relieved from its obligations under this Lease.

One-half of any proceeds in excess of Rent which is received by Tenant pursuant to an assignment or subletting consented to by Landlord, less reasonable brokerage commissions actually paid by Tenant, and less other costs incurred by Tenant in connection with making the space available for lease, shall be remitted to Landlord within ten (10) days of receipt by Tenant. For purposes of this paragraph, all money or value in whatever form received by Tenant from or on account of any party as consideration for an assignment or subletting shall be deemed to be proceeds received by Tenant pursuant to an assignment or subletting.

In the event Tenant requests Landlord to consent to a proposed assignment, subletting, or encumbrance, Tenant shall pay to Landlord, whether or not such consent is ultimately given, all reasonable attorney's fees and costs incurred in connection with each such request.

ARTICLE XII – CASUALTY, CONDEMNATION OR RELOCATION

12.1 Partial Damage of Leased Premises. Tenant shall notify Landlord in writing immediately upon the occurrence of any damage to the Leased Premises. If the damage can be completely repaired within ninety (90) days from the date of such damage, and the cost of such repairs do not exceed fifty percent (50%) of the value of the Leased Premises, Landlord shall repair the damage as soon as reasonably possible. Otherwise, Landlord may elect either to (a) repair the damage as soon as reasonably possible, or (b) terminate this Lease as of the date the damage occurred. Landlord shall notify Tenant within thirty (30) days after receipt of notice of the occurrence of the damage, whether Landlord elects to repair the damage or terminate the Lease. If the damage to the Leased Premises occurs during the last six (6) months of the Lease Term, and if such damage or destruction is not the result of the act or omission of Tenant, Landlord or Tenant may elect to terminate this Lease. Notwithstanding the foregoing, any damage to the Leased Premises or the Building caused by Tenant, or its agents, employees or contractors, will be promptly repaired by Tenant, at Tenant's expense.

12.2 Total or Substantial Destruction. If the Leased Premises is totally or substantially destroyed by any cause whatsoever, or if the Building is substantially destroyed (even though the Leased Premises is not totally or substantially destroyed), this Lease shall, at the option of Landlord, terminate as of the date the destruction occurred. However, if the Leased Premises, or comparable premises, can be built within one (1) year after the date of destruction to substantially the same condition as existed before the damage, Landlord may elect to rebuild the Leased Premises (or comparable premises), at Landlord's own expense, in which case, this Lease shall remain in full force and effect. Landlord shall notify Tenant of such election within thirty (30) days after the occurrence of the total or substantial destruction.

12.3 Temporary Reduction of Rent. If the Leased Premises is totally or substantially destroyed, or if the Leased Premises is damaged through no fault of Tenant's, and the Leased Premises is repaired pursuant to the provisions of this Article, Rent payable during the period of such damage, repair and/or restoration shall be reduced according to the degree, if any, to which Tenant's use of the Leased Premises is impaired. Tenant shall not be entitled to any other compensation, reduction, or reimbursement from Landlord as a result of any damage, destruction, repair, or restoration of or to the Leased Premises.

12.4 Condemnation. If all or any portion of the Leased Premises is taken through eminent domain or sold under threat of such taking (all of which are called "Condemnation"), this Lease shall, subject to Section 12.5, terminate as to the part taken or sold on the date the condemning authority takes title or possession, whichever occurs first. All income, rent, awards or interest derived from any such taking or condemnation shall belong to and be the property of Landlord, and Tenant hereby assigns Tenant's interest, if any, in such award to Landlord.

12.5 Relocation. If for reason of casualty or condemnation or for any other reason, in Landlord's sole discretion, Landlord notifies Tenant in writing that Landlord is relocating its television station to a new property in the Boise area, Tenant shall, on the date designated by Landlord, vacate the Leased Premises and relocate all of Tenant's property to the new premises designated by Landlord, provided that