

indemnification is claimed (the "Indemnitor"). If the claim relates to an action, suit or proceeding filed by another person or entity against Claimant (a "Third-Party Claim"), then the Claim Notice shall be given by Claimant within ten (10) Business Days after written notice of such action, suit or proceeding was given to Claimant and shall include true and complete copies of all suit, service and filed claim documents. For purposes of this subsection, any Claim Notice that is sent within ten (10) Business Days of the date upon which the Claimant actually learns of such Damages shall be deemed to have been "prompt notice"; *provided* that failure of the Claimant to give the Indemnitor prompt notice as provided herein shall not relieve the Indemnitor of any of its obligations hereunder except to the extent that the Indemnitor is materially prejudiced by such failure.

(ii) With respect to any Third Party Claim, the Claimant and the Indemnitor shall each make available to the other Party or its representatives all records and other materials in the first party's possession reasonably required by the other party for use in contesting or defending any Third-Party Claim. Upon the receipt of a Claim Notice with respect to a Third-Party Claim, the Indemnitor shall have the right to participate in or undertake (at its own expense) and assume control of, by counsel or representatives of its own choosing, the defense of such claim, and the Claimant agrees to reasonably cooperate with the Indemnitor; provided, however, that the Indemnitor may not assume control of the defense of such claim unless it shall unconditionally agree in writing to indemnify the Claimant for all Losses relating to such claim disclosed in the Claim Notice regarding which the Indemnitor confirms in writing its obligation to indemnify the Claimant under Section 9(a) or (b) hereof, as the case may be (and such agreement and confirmation shall only be between Operator and Station Owner and shall not be deemed an admission of liability on the part of the Indemnitor as against such third party). If the Indemnitor elects to assume control of the defense of any Third-Party Claim, then (i) the Indemnitor shall conduct the defense of the Third-Party Claim diligently and in good faith, (ii) the Claimant shall have the right to participate in the defense of such claim at the expense of Operator and shall not settle or compromise the Third-Party Claim, and (iii) the Indemnitor shall have the power and authority to settle or consent to the entry of judgment in respect of the Third-Party Claim without the consent of the Claimant only if the judgment or settlement results only in the payment by the Indemnitor of the full amount of money damages (which are paid in full by the Indemnitor) and includes a release of the Claimant from any and all liability thereunder, and, in all other events, the Indemnitor shall not consent to the entry of judgment or enter into any settlement in respect of a Third-Party Claim without the prior written consent of the Claimant, which consent shall not be unreasonably withheld or delayed. If the Indemnitor does not elect to assume control of the defense of any Third-Party Claim, or the Indemnitor shall elect to assume control of such defense but not conduct the defense of the Third-Party Claim diligently and in good faith, then the Claimant may defend through counsel of its own choosing and in such manner as it reasonably deems appropriate with such defense being at Indemnitor's expense (to the extent Indemnitor is liable therefore under Section 9(a) or (b), or under any written agreement between Indemnitor and Claimant with respect to such claim), and the Indemnitor shall be bound by any judicial determination made in such action or any commercially reasonable compromise or settlement thereof effected by the Claimant and shall reimburse the Claimant for all Losses incurred by the Claimant (to the extent Indemnitor is liable therefore under Section 9(a) or (b), or under any written agreement between Indemnitor and Claimant with respect to such claim); provided, however, that the Claimant shall keep the Indemnitor advised on a timely basis of significant developments with respect to such defense (and any settlement

discussions) and permit the Indemnitor to participate, at its own election and expense, at any time, in the defense, compromise or settlement thereof. If a Third-Party Claim requires immediate action, the parties hereto will use commercially reasonable efforts to reach a decision with respect thereto as expeditiously as possible.

(d) The indemnification obligations of Operator and Station Owner under this Section 9 shall survive any termination or expiration of this Agreement.

No Setoff Rights, Etc. The obligations of Operator or Station Owner under this Agreement, including the respective obligations to indemnify the Station Owner Indemnified Parties or Operator Indemnified Parties, as applicable, as provided in Sections 9(a) or (b) above shall not be subject to any reduction, limitation, impairment, or termination for any reason, including any claim of waiver, release, surrender, alteration or compromise of any of the Losses, and, subject to applicable law, shall not be subject to any defense or setoff, counterclaim, recoupment or termination whatsoever by reason of the invalidity, illegality or unenforceability of any of the Losses or any discharge of the obligor from any of the Losses in a bankruptcy or similar proceeding or otherwise which such party may assert. Without limiting the generality of the foregoing, the obligations of Operator or Station Owner under this Agreement shall not be discharged or impaired or otherwise affected by the failure of the other or any other indemnified party hereunder to assert any claim or demand or to enforce any remedy hereunder or under any other agreement, by any waiver or modification, or by any other act or omission that might in any way operate as a discharge of Operator or Station Owner, as applicable, as a matter of law.

Insurance. Operator shall obtain and maintain at all times insurance policies covering broadcasters' liability, including libel, slander, invasion of privacy, general liability, blanket crime, property damage, and automobile liability with respect to the operations of KTVF, in such forms and amounts as the parties shall determine (with each party acting reasonably), with each such policy covering both parties hereto, either as primary loss payee or as an additional named insured, and each party's senior lender shall (to the extent required by such party's credit agreement therewith) also be named as a loss payee and an additional named insured, under such policy as it pertains to KTVF, to the extent that their respective interests may appear. Each such policy of either party shall provide for notice to the other party and its senior lender, if required, prior to cancellation thereof. Upon request, Operator shall provide Station Owner with certificates evidencing such insurance, and shall further provide certificates evidencing renewal thereof prior to the expiration of such policies. Operator shall maintain workers' compensation insurance and such other insurance policies as it shall reasonably determine as being appropriate to cover its own employees.

Events of Default. Each of the following, after the expiration of the applicable cure periods, if any, shall constitute an "Event of Default" under this Agreement:

(a) Operator's failure to pay or remit to Station Owner any payment described in Section 2 above in a timely manner, which failure is not cured within ten (10) business days following written notice thereof by Station Owner to Operator;

(b) The default by either party in the material observance or performance of any material covenant or agreement contained herein, that continues for thirty (30) days after the

non-defaulting party has provided the defaulting party with written notice specifying the event or events that if not cured would constitute an Event of Default, provided that such 30-day period will be extended for a reasonable period of time if (i) the default is capable of being cured, (ii) the defaulting party is acting in good faith to cure such default, and (iii) such extension is not materially adverse to the other party;

(c) The material breach by either party of any material representation or warranty made by it herein, which shall prove to have been false or misleading in any material respect as of the time made;

(d) Either party (i) makes a general assignment for the benefit of creditors or (ii) files or has filed against it a petition for bankruptcy, for reorganization, or for the appointment of a receiver, trustee or similar creditors' representative for a substantial portion of the property or assets of such party under any federal or state insolvency law, which petition has not been dismissed or discharged within ninety (90) days after the filing thereof; or

(e) There shall have occurred a material breach of a parties' obligations under the Shared Services Agreement that would entitle the other party to terminate the Shared Services Agreement.

Termination; Effect of Termination; Survival.

(a) In addition to other remedies available at law or equity, this Agreement may be terminated as set forth below:

(i) upon the occurrence (and during the continuance) of an Event of Default, the non-defaulting party may terminate this Agreement by written notice to the defaulting party, provided that the non-defaulting party is not also in material breach of this Agreement or the Shared Services Agreement;

(ii) if the parties shall fail to reform this Agreement as set forth in Section 17(b) hereof, then this Agreement shall terminate as provided in such section;

(iii) if the Shared Services Agreement shall be terminated in accordance with its terms, then this Agreement shall automatically terminate without action of any party; or

(iv) upon the mutual written consent of both parties.

Further, this Agreement shall automatically terminate if Station Owner is no longer the FCC licensee for KTVF, or upon sale of KTVF.

(b) During any period prior to the effective date of any termination of this Agreement, Operator and Station Owner agree to cooperate in good faith and to take such commercially reasonable actions as shall be necessary to ensure that KTVF's operations will continue, to the extent reasonably possible, in accordance with the terms of this Agreement, and

that the termination of this Agreement is effected in a manner that will minimize, to the extent reasonably possible, any material disruption of the KTVF's ongoing operations.

(c) The terms of this Section 13 shall survive any termination of this Agreement, and no expiration or termination of this Agreement shall terminate the obligation of each party to indemnify the other as provided in this Agreement or limit or impair any party's rights to receive payments due and owing or accruing under this Agreement on or before the effective date of such termination (including Operator's obligations under Section 2 hereof). Termination of this Agreement shall not relieve any party for liability for breach of any provision of this Agreement occurring prior to termination.

Representations and Warranties of Operator. Operator represents and warrants to Station Owner that:

(a) Operator is and will be a corporation duly organized, validly existing and in good standing under the laws of the State of Alaska. Operator has and will have full power and authority to enter into and perform this Agreement and the Shared Services Agreement.

(b) The execution and delivery of this Agreement and the Shared Service Agreement by Operator have been duly authorized by all necessary action on its part. This Agreement and the Shared Service Agreement have been duly executed by Operator and delivered to Station Owner and, assuming the due authorization, execution and delivery hereof and thereof by Station Owner, constitute and will constitute legally valid and binding obligations of Operator, enforceable against Operator in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and similar laws of general application relating to or affecting creditors' rights and to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing.

(c) No consent of any other person or entity and no consent, license, approval or authorization of, or exemption by, or filing, registration or declaration with, any governmental authority, bureau, agency or regulatory authority (except for the filing of this Agreement with the FCC), is currently required in connection with the execution, delivery or performance of this Agreement or the Shared Services Agreement by Operator or currently materially and adversely affects the validity or performance of this Agreement or the Shared Services Agreement by Operator.

(d) The execution, delivery and performance of this Agreement and the Shared Services Agreement by Operator and Operator's compliance with the terms and conditions hereof and thereof do not and will not, with or without the giving of notice or the lapse of time or both, conflict with, breach the terms or conditions of, constitute a default under, or violate the Articles of Incorporation or bylaws of Operator, and do not currently conflict with or breach the terms or conditions of any current judgment, decree, order, or injunction against or involving Operator.

(e) No proceeding is currently pending or, to the knowledge of Operator, threatened against Operator before any court or governmental agency to enjoin or prohibit, or

which otherwise questions the validity of any action taken or to be taken in connection with, this Agreement or the Shared Services Agreement.

Representations and Warranties of Station Owner. Station Owner represents and warrants to Operator that:

(a) Station Owner is and will be a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Alaska. Station Owner has full power and authority to enter into and perform this Agreement and the Shared Services Agreement.

(b) The execution and delivery of this Agreement and the Shared Services Agreement by Station Owner have been duly authorized by all necessary action on its part. This Agreement and the Shared Services Agreement have been duly executed by Station Owner and delivered to Operator and, assuming the due authorization, execution and delivery hereof and thereof by Operator, constitutes the legally valid and binding obligations of Station Owner, enforceable against Station Owner in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and similar laws of general application relating to or affecting creditors' rights and to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing.

(c) No consent of any other person or entity and no consent, license, approval or authorization of, or exemption by, or filing, registration or declaration with, any governmental authority, bureau, agency or regulatory authority (except for the filing of this Agreement with the FCC), is currently required in connection with the execution, delivery or performance of this Agreement and the Shared Services Agreement by Station Owner or currently materially and adversely affects the validity or performance of this Agreement or the Shared Services Agreement.

(d) The execution, delivery and performance of this Agreement and the Shared Services Agreement by Station Owner and Station Owner's compliance with the terms and conditions hereof and thereof do not and will not, with or without the giving of notice or the lapse of time or both, conflict with, breach the terms or conditions of, constitute a default under, or violate the Certificate of Organization or Membership/Operating Agreement of Station Owner, and do not currently conflict with or breach the terms or conditions of any judgment, decree, order or injunction against or involving Station Owner.

(e) No proceeding is currently pending or, to the knowledge of Station Owner, threatened against Station Owner before any court or governmental agency to enjoin or prohibit, or which otherwise questions the validity of, any action taken or to be taken, in connection with, this Agreement.

Certain Limitations. Notwithstanding any provision of this Agreement to the contrary, (i) any fact or circumstance that occurs as a result of any action by Station Owner, or failure by Station Owner to act when under a duty to act, in accordance with the terms hereof or the Shared Services Agreement or as a result of Station Owner's activities or operations with respect to

KTVF that is caused by Operator's breach or default of this Agreement or the Shared Services Agreement (including the failure to make the payments described in Section 2 hereof) shall not be deemed a default or breach by Station Owner of its representations, warranties, covenants or agreements in this Agreement or the Shared Services Agreement; and (ii) any fact or circumstance that occurs as a result of any action by Operator, or failure by Operator to act when under a duty to act, in accordance with the terms hereof or the Shared Services Agreement or as a result of Operator's activities or operations with respect to KTVF shall not be deemed a default or breach by Station Owner of its representations, warranties, covenants or agreements in this Agreement or the Shared Services Agreement.

Renegotiation Upon Challenge; Unenforceability.

(a) If this Agreement is challenged in whole or in part at or by a governmental authority or is challenged in whole or in part in a judicial forum, the parties and their respective counsel, each at the expense of Operator, shall cooperate and jointly defend this Agreement and the parties' performance hereunder throughout all such proceedings to the extent commercially reasonable.

(b) If any provision of this Agreement or the application thereof to any party or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other party 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 alters or modifies its rules or policies in a fashion which would raise substantial and material questions as to the validity of any provision of this Agreement, 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 and policies, while attempting to preserve the intent of the parties as embodied in the provisions of this Agreement and the Shared Services 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. If the parties are unable to negotiate a mutually acceptable modified Agreement as provided in the first and second sentences of this Section 17(b) within sixty (60) days of the applicable event, then either party may terminate this Agreement upon written notice to the other.

Exclusivity. The rights and remedies set forth in this Agreement, including indemnification and termination, together with the rights and remedies set forth in the Shared Services Agreement and any other written agreement between or among the parties hereto (or their affiliates) entered into contemporaneously herewith (collectively, the "Relevant Agreements") shall be the exclusive rights and remedies to which any party may at any time be entitled with respect to the subject matter of this Agreement or any of the Relevant Agreements. No amendment, alteration or repeal of this Agreement, any of the Relevant Agreements or of any provision hereof or thereof shall limit or restrict any right of any party under this Agreement or any of the Relevant Agreements in respect of any action taken or omitted by such party prior to such amendment, alteration or repeal. No right or remedy herein conferred is intended to be