

## AGREEMENT FOR THE SALE OF COMMERCIAL TIME AND SERVICES

This AGREEMENT FOR THE SALE OF COMMERCIAL TIME AND SERVICES (the "Agreement") is entered into as of July 7, 2011 (the "Effective Date") by and among SagamoreHill Broadcasting, LLC ("Sagamore"), a Delaware limited liability company; Channel 32 Montgomery, LLC, an Alabama limited liability company (the "Licensee") (collectively, together with their successors and permitted assigns, "SHB"); and Alabama Telecasters, Inc., an Alabama corporation (together with its successors and permitted assigns, "BCL"). SHB and BCL are referred to collectively as the "Parties" and each a "Party."

WHEREAS, Sagamore is the parent company of Licensee, and Licensee owns and operates and is authorized by the Federal Communications Commission ("FCC") as the licensee of television station WNCN(DT), Montgomery, Alabama (the "ABC Station");

WHEREAS, BCL desires to purchase for resale advertising time on the ABC Station and act as Licensee's agent for the sale of certain other Commissionable Services (as defined below) provided by or through the ABC Station; and

WHEREAS, capitalized terms used in this Agreement are defined in Section 32 hereof.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. Term of Agreement. The term of this Agreement shall commence on the date of execution of this Agreement. The initial term of this Agreement is eight (8) years. The term of this Agreement shall be extended for an additional eight (8) year term by mutual agreement of the Parties. BCL shall initiate performance of the specific service obligations set forth in this Agreement (other than those obligations that are to be initiated or performed as of a specified later date) within five (5) business days following the Effective Date. Either Party may terminate this Agreement at the end of the initial eight year term by prior written notice to the other delivered at least six (6) months prior to the end of the current term. Notwithstanding the foregoing, the Agreement shall terminate (i) upon the consummation of the assignment of the ABC Station's FCC licenses and other assets to BCL or to an assignee of BCL under the terms of a certain Put and Call Option Agreement (the "P&C Agreement") of even date herewith entered into by SHB and BCL, (ii) by mutual consent of the parties, or (iv) upon the election of BCL if the FCC revokes or fails to renew the ABC Station license and SHB has fully exhausted all of its appeals of such action before the FCC and before any court with jurisdiction over such action.

### 2. Advertising Time and Other Commissionable Services.

(a) Licensee agrees that during the term of this Agreement on and after the Effective Date, it shall sell to BCL, and shall permit BCL to resell, all Commissionable Services

as defined in Section 35(b). All advertising announcements furnished by BCL shall comply with the Communications Act of 1934, as amended (the "Act"), the rules and regulations of the Federal Communications Commission ("FCC Rules and Regulations"), and all other applicable federal, state, and local regulations and pertinent governmental policies ("Other Laws"), including, but not limited to, lottery restrictions, prohibitions on obscenity and indecency, deceptive advertising, false representations or deception of any kind, and political broadcasting rules and the Bipartisan Campaign Reform Act ("BCRA"). BCL shall notify Licensee in advance of the broadcast of any material which promotes or opposes any candidate for public office or any issue to appear on a ballot or takes a position on a controversial issue of public importance. No material furnished by BCL that constitutes a personal attack or that is defamatory, violates any right of privacy, or infringes on any intellectual property right of another party shall be accepted for broadcast, except to the extent such matter is required to be carried under the FCC's political broadcasting rules and policies. BCL shall furnish Licensee with all material in its possession and required by law (including the Act, the FCC Rules and Regulations, and Other Laws, including the BCRA) to be made available for public inspection regarding requests for time by political advertisers or the broadcast of issue advertising. All material furnished by BCL for broadcast on the Station shall include any and all sponsorship identification announcements as required by Section 317 of the Act and the FCC Rules and Regulations (the Act and FCC Rules and Regulations, collectively the "Communications Laws"), and BCL shall undertake in good faith to determine each instance where such announcements are required. To assist BCL in its advertising time sales efforts, Licensee shall, during the term of this Agreement, provide BCL with not less than ninety (90) days advance written notice of any anticipated television network affiliation change for the Station.

(b) The Parties agree that, in the event BCL identifies a revenue opportunity for the ABC Station to provide Mobile Television Service and the provision of that service would require the acquisition of additional equipment, BCL shall have the right but not the obligation, to the extent permitted by the FCC Rules and Regulations as then in effect, to provide such equipment for the ABC Station through lease or purchase and to be reimbursed for the actual out-of-pocket cost of such equipment from that portion of the Commissionable Revenues attributable to Mobile Television Services.

3. Collection of Revenues. Subject to Section 4, BCL shall be entitled to collect and receive all revenues attributable to Commissionable Services. SHB shall forward immediately to BCL any amounts received by SHB as payments for Commissionable Services. BCL shall be responsible for collecting all of the ABC Station's accounts receivable for all Commissionable Services and shall use commercially reasonable efforts to collect all amounts owed for advertising availabilities in accordance with industry practice.

4. Payments.

(a) During the term of this Agreement, for the revenues that BCL collects with respect to the ABC Station pursuant to this Agreement, BCL shall pay to the Licensee (the "Monthly Payment") seventy percent (70%) of Net Revenues for all Commissionable Services. Licensee shall pay over to BCL promptly, for distribution as provided in this Section 4, any amounts received by Licensee in payment for Commissionable Services. "Net Revenues" means all gross revenue actually received by BCL (or received by Licensee and delivered to BCL) for

Commissionable Services, less agency, buying service or other sales commissions paid to or withheld by an advertiser, agency or service, as the case may be, with respect to the ABC Station.

The Monthly Payment shall be paid on the fifteenth (15<sup>th</sup>) day of each calendar month following the calendar month in which such cash amounts are collected.

5. Licensee's Preexisting Obligations to Air Commercial Advertising. During the term of this Agreement, BCL shall assume, and undertake the administration and servicing of all of the Station's contracts and other agreements that provide for the sale, production, and broadcast of advertisements, promotional announcements, and related activities. All revenues arising from such contracts and agreements for advertisements and sponsorships broadcast during the term of this Agreement shall constitute revenues for Commissionable Services, even though the time or services may have been sold by Licensee; and all commissions to employees, agencies, or representatives payable on account of advertisements and sponsorships broadcast during the term of the Agreement shall be paid by BCL from collected revenues even if the time was sold by Licensee.

6. Personnel Expenses. BCL shall employ and be responsible for the salaries, benefits, employer taxes, and related costs of employment of a sales staff for the sale of the advertising time and for the collection of accounts receivable with respect to advertising and other Commissionable Services sold by BCL pursuant to this Agreement. BCL shall be responsible to deduct from revenues collected for Commissionable Services and pay as appropriate amounts due for agency, buying service or other sales commissions paid to or

withheld by an advertiser, agency or service with respect to Commissionable Services for the ABC Station. Licensee shall retain sufficient staff to oversee those aspects of its business and financial matters not specifically delegated to BCL hereunder and sufficient to comply fully with all applicable requirements of the Act, the FCC Rules and Regulations, and Other Laws. SHB shall be responsible for payment of the ABC Station Expenses; BCL shall be responsible for its costs and other expenses incurred in connection with its solicitation and sale of advertising and the sale of other Commissionable Services, including transportation, telephone and other overhead costs.

7. Interruption of Normal Operations. If the ABC Station suffers loss or damage of any nature to its transmission facilities which results in the interruption of service or the inability to operate full time at maximum authorized facilities, Licensee shall immediately notify BCL and shall fully cooperate with BCL in providing make goods or other accommodations to advertisers or other purchasers of Commissionable Services affected by such interruption.

8. Operation of the Station.

(a) Licensee shall maintain control over the operations of the ABC Station within the meaning of the FCC's Rules and Regulations, including, but not limited to, management, programming, finances, editorial policies, personnel, facilities and compliance with the Act, FCC Rules and Regulations and Other Laws in effect from time to time. Nothing contained herein shall give BCL any right to control the Licensee's management, programming, finances, editorial policies, or personnel.

(b) Licensee shall be solely responsible for and pay in a timely manner all of the ABC Station Expenses.

(c) Licensee shall have the right to reject a commercial broadcast advertisement sold by BCL in the event that Licensee reasonably determines, in good faith, that the broadcast of such advertisement would contravene Licensee's obligations under the Act and the FCC Rules and Regulations to operate in the public interest or would violate any Other Law. Licensee shall have the right to preempt any of the commercial time sold by BCL to present program material that SHB reasonably believes is of pressing public interest or concern. Licensee shall promptly notify BCL of any such rejection or rescheduling of advertising and shall cooperate with BCL in efforts to fulfill BCL's commitments to advertisers. In the event BCL sustains any liability or loss of revenue as a result of the rejection or rescheduling by Licensee of any advertising for any reason other than as set forth above, Licensee shall promptly indemnify BCL for any and all such lost revenue.

(d) Licensee Responsibilities. Licensee shall retain and discharge the responsibilities of a broadcast licensee under the rules and regulations of the FCC, including, without limitation, the following:

(i) Licensee shall retain sole responsibility for the ABC Station's programming, other than for the Agent-Provided Programming, for which Licensee shall have ultimate oversight as provided under this Agreement. Licensee shall retain the responsibility to ensure that the programming of the ABC Station meets the needs of the local community as

provided under the FCC Rules and Regulations. Licensee shall have sole responsibility for taking any and all steps reasonably necessary to maintain Licensee's affiliate relationship with the ABC Television Network and shall use its reasonable best efforts to do so.

(ii) Licensee shall have sole responsibility for staffing the main studio of the ABC Station with a sufficient number of employees of Licensee as is necessary to comply with the FCC Rules and Regulations.

(iii) Licensee shall have the responsibility to maintain its local public inspection file in accordance with the FCC Rules and Regulations; and shall prepare and place in such inspection file in a timely manner all material required by FCC Rules and Regulations, including the ABC Station's quarterly issues and program lists. At Licensee's Request, BCL shall provide information concerning the portion of the Agent-Provided Programming ) that BCL believes warrants consideration for inclusion in the ABC Station's quarterly issues and program lists.

(iv) Licensee shall be responsible to receive and respond to telephone inquiries or correspondence related to the operations of the ABC Station that may be received from members of the public. BCL shall furnish promptly to the Licensee any such correspondence that it may receive.

(v) Licensee shall have the responsibility to prepare and submit to the FCC (and any other governmental authority) in a timely manner all reports and other filings, required to be submitted by Licensee pursuant to the FCC Rules and Regulations (or any other governmental authorities). BCL shall cooperate in the furnishing of any information within its actual possession that reasonably may be requested by Licensee to prepare and submit such reports or filings to the FCC.

9. Advertising Rates. The rates for advertising sold by BCL shall be set by BCL, provided, however, that SHB shall have the right to approve and modify the rates to be charged for political advertising. BCL shall comply with the Act, the FCC Rules and Regulations and all applicable Other Laws regarding access to airtime and rates charged for political advertising and shall indemnify Licensee against any liability incurred by Licensee as a result of BCL's failure to comply with the Act, FCC Rules and Regulations and applicable Other Laws.

10. Delivery of Material for Broadcast. All advertising material furnished by BCL for broadcast on the Station shall be delivered to the ABC Station on tape cartridges, or other mutually agreeable method, in a format to be agreed upon by BCL and Licensee, in a form ready for broadcast on the Station's playback equipment, and with quality suitable for television broadcast. Licensee shall not be required to provide production services or to copy, reformat, or otherwise manipulate material furnished by BCL other than inserting tape cartridges or digital storage media into equipment for broadcast.

11. Access to Station Premises. Commencing on the Effective Date, BCL shall have access to any available space at the studio and offices of the ABC Station for purposes of selling time and producing commercial announcements to the extent reasonably necessary or appropriate for BCL to exercise its rights

and perform its obligations under this Agreement. When on the ABC Station premises, BCL's personnel shall be subject to the direction and control of Licensee's management personnel and shall not act contrary to the terms of any lease for the premises. If BCL uses telephone lines other than those of Licensee in connection with its sale of time on the ABC Station, it shall not answer those lines in a way that implies that the lines are those of Licensee; but BCL may use the ABC Station's call letters in promotional literature and in answering the telephone.

12. **Billing.** BCL shall keep internal written records or logs relating to the sale of commercial advertising consistent with BCL's past practices at its existing stations.

13. **Records.** Licensee shall cooperate with BCL to provide affidavits of performance confirming the placement of advertisements in accordance with industry practice within fifteen (15) days after the close of each broadcast month.

14. **Certain Representations, Warranties and Covenants.**

(a) BCL and Licensee each represent and warrant to the other that it has the power and authority to enter into this Agreement and to engage in the transactions contemplated by this Agreement. Sagamore and Licensee are limited liability companies and BCL is a corporation, each of which is in good standing in the state of its formation and qualified to do business in the State of Alabama. The signatures appearing for Licensee, Sagamore, and BCL, respectively, at the end of this Agreement have been affixed pursuant to such specific authority as, under applicable law, is required to render them binding. Neither the execution and delivery, nor the performance by Licensee, Sagamore, or BCL of this Agreement conflicts with, results in a breach of, or constitutes a default or ground for termination under any agreement or judicial or governmental order or decree to which Licensee, Sagamore, or BCL, respectively, is a party or by which it is bound.

(b) During the term of this Agreement, Licensee shall file all reports and applications required to be filed with the FCC or any other governmental body in a timely and complete manner. Licensee shall cause the Station's facilities to be maintained in accord with good engineering practice and in compliance in all material respects with the engineering requirements set forth in the Station's FCC licenses, including broadcasting at substantially maximum authorized power (except at such time that reduction of power is required for routine or emergency maintenance).

15. **Events of Default.** The following shall, after the expiration of the applicable cure periods, constitute Events of Default under the Agreement:

(a) **Non-Payment.** BCL's failure to remit to Licensee any payment described in Section 4 above in a timely manner; or SHB's failure to remit to BCL in a timely manner any payment to which BCL is entitled under Section 3 or Section 4 above; or

(b) **Default in Covenants.** The default by either Party in the material observance or material performance of any covenant, condition, or agreement contained herein (provided the Party asserting the default is not then in default), or the material breach of any representation or warranty herein made by such Party to the other (provided the Party asserting the material breach is not then in material breach).

16. Cure Period and Termination upon Default. An Event of Default shall not be deemed to have occurred until ten (10) business days after the non-defaulting party has provided the defaulting party with written notice specifying the event or events which if not cured would constitute an Event of Default and specifying the actions necessary to cure within such ten-day period. The notice period provided in this Section shall not preclude Licensee from at any time preempting or refusing to broadcast any advertising furnished by BCL to the extent such action is taken pursuant to the terms of this Agreement. Either Party may terminate this agreement upon notice to the other Party in the event the other Party is responsible for an Event of Default under this Agreement or has defaulted in the performance of its obligations under the P&C Agreement and has failed to cure such within the applicable time period; provided that no such termination shall relieve any Party of its obligations arising prior to such termination. If BCL defaults in the performance of its obligations under this Agreement and fails to cure such default within the applicable time period, Licensee shall be under no further obligation to make commercial time available to BCL, and all amounts then due and payable to Licensee shall immediately be paid by BCL to Licensee and any assets then due and payable to BCL by Licensee shall immediately be paid by Licensee to BCL.

17. Other Agreements. Licensee shall not enter into any other commercial time sales (except as permitted by Section 4 hereof), time brokerage, local marketing or similar agreement for the Station with any third party during the term of this Agreement. Licensee shall not purchase or accept for broadcast on the ABC Station any programming that includes commercial advertising sold by any third party other than BCL without BCL's consent, except for the Excluded Availabilities.

18. Liabilities after Termination. After the expiration or termination of this Agreement for any reason other than an assignment of the ABC Station's FCC licenses and assets to BCL or any assignee of BCL pursuant to the P&C Agreement, (i) Licensee shall be responsible for broadcasting such advertising on the Station as may be required under advertising contracts entered into by BCL during the term of this Agreement and (ii) Licensee shall be entitled to retain all revenues for advertising under contracts entered into by Licensee after termination of this Agreement.

19. Indemnification. BCL shall indemnify and hold SHB and its officers, managers, members, agents, and employees harmless against any claim, loss, cost, damages or liability, including without limitation for libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights, resulting from or relating in any manner to the broadcast of any programming on the ABC Station during the term of this Agreement, a breach of this Agreement by BCL, the advertising or other material furnished by BCL for broadcast on the ABC Station, or all other matters arising out of or related to BCL's obligations under this Agreement, including without limitation for any fine or forfeiture imposed by the FCC relating to any content or material furnished by BCL or any conduct of BCL (including omissions). SHB shall indemnify and hold BCL and its officers, directors, members, agents, and employees harmless from any breach by SHB of this Agreement, including any failure by SHB to broadcast advertising material furnished by BCL, except as permitted by Section 8 of this Agreement. Indemnification shall include all liability, costs, and expenses, including reasonable counsel fees (at trial and on appeal). The indemnification obligations under this Section shall survive any

termination of this Agreement. Each Party shall give the other reasonably prompt notice of any matter subject to indemnification under this paragraph, provided that no failure to give any such notice as set forth in this sentence shall limit the obligation of the indemnifying Party, except to the extent such failure results in prejudice to the indemnifying Party. The obligation of each Party to indemnify is conditioned upon the reasonable cooperation of the claiming party in defending against the claim. The Party responsible for indemnification shall select counsel and control the defense, subject to the indemnified Party's reasonable approval, provided, however, that no claim may be settled by an indemnifying Party without the consent of the indemnified Party, and provided further, that if an indemnifying Party and a claimant agree on a settlement and the indemnified Party rejects the settlement unreasonably, the indemnifying Party's liability shall be limited to the amounts the claimant agreed to accept in settlement.

20. **Insurance.** BCL and Licensee shall each carry (i) comprehensive general liability insurance with reputable companies covering their activities under this Agreement, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence; (ii) worker's compensation and/or disability insurance; and (iii) libel/defamation/First Amendment liability insurance in an amount not less than \$1,000,000 per occurrence, with a deductible of no more than \$100,000. Each Party shall name the other party as an additional insured on these policies.

21. **No Partnership or Joint Venture; Special Damages.**

(a) The Agreement is not intended to be, and shall not be construed as, an agreement to form a partnership, agency relationship, or a joint venture between the Parties. Except as otherwise specifically provided in the Agreement, neither Party shall be authorized to act as an agent of or otherwise to represent the other Party.

(b) Notwithstanding anything to the contrary contained herein, except with respect to each Party's indemnification obligations under this Agreement, in no event shall any party hereto be liable for punitive, treble, exemplary, consequential, special or other damages that are not actual damages in accordance with applicable law.

22. **Successors and Assigns.** No Party may assign its rights and obligations under this Agreement, either in whole or in part, without the prior written consent of the other; however, such consent shall not be unreasonably withheld. Subject to obtaining the consent of BCL, SHB shall assign its rights and obligations under this agreement to any successor in interest to SHB or Licensee as holder of the FCC license for the ABC Station and shall require, as a condition of such assignment or transfer, that its successor undertake to assume each and every obligation of SHB hereunder pursuant to a written agreement reasonably satisfactory to BCL. This Agreement shall not be assignable separate from and P&C Agreement among the Parties of even date herewith. The covenants, conditions and provisions hereof are and shall be for the exclusive benefit of the parties hereto and their permitted successors and assigns, and nothing herein, express or implied, is intended or shall be construed to confer upon or to give any person or entity other than the parties hereto and their permitted successors and assigns any right, remedy or claim, legal or equitable, under or by reason of this Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns.

23. **Governing Law; Entire Agreement.** This Agreement and the rights and obligations of the parties hereto shall be construed in accordance with the laws of the State of North Carolina without regard to principles of conflict of laws. The following agreements of even date herewith embody the entire agreement between the parties with respect to the subject matter hereof and thereof.

that certain Asset Purchase Agreement among Sagamore, an affiliate of Sagamore and BCL for the sale and acquisition of the business and FCC licenses of WBMM(TV), Tuskegee, Alabama; and the P&C Agreement (collectively, the "**Final Agreements**"). Apart from the Final Agreements, there are no other agreements, representations, or understandings, oral or written, between them with respect thereto. This Agreement supersedes all negotiations, representations, warranties, commitments, offers, contracts and writings prior to the date hereof with respect to the subject matter hereof.

24. **Modification and Waiver.** No modification, amendment, change or waiver of any provision of the Agreement shall be effective unless in writing and signed by the Party against whom such modification, amendment, change or waiver is asserted, and no failure to exercise any right, power, or privilege hereunder shall operate to restrict the exercise of the same right, power, or privilege upon any other occasion nor to restrict the exercise of any other right, power, or privilege upon the same or any other occasion. The rights, powers, privileges, and remedies of the Parties hereto are cumulative and are not exclusive of any rights, powers, privileges, or remedies which they may have at law, in equity, by statute, under this Agreement, or otherwise.

25. **Severability.** If this Agreement is challenged in whole or in part at the FCC or in another administrative or judicial forum, BCL and SHB shall jointly defend the Agreement and their respective performance hereunder, throughout all such proceedings. If any provision of this Agreement or the application thereof to any person or circumstances shall be deemed invalid or unenforceable to any extent by any court, administrative agency or similar governmental authority, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law, except that if such invalidity or unenforceability should change the basic economic positions of the Parties, they shall negotiate in good faith such changes in other terms as shall be practicable in order to restore them to their prior positions while still ensuring compliance with the court order or decision, rule, regulation or policy interpretation, application, alteration or modification. 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 (i) the validity of any provision of this Agreement or (ii) whether or not a Party would be in violation of any FCC rule or policy as a result of such Party's compliance with 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. The Parties agree that, upon the request of either of them, they shall 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 or such court, administrative agency (including the FCC) or similar governmental authority does not approve any reformed or revised version of this Agreement, or approves such reformed or revised version with conditions that have, or would reasonably be expected to have a material adverse effect on BCL or SHB, then either party may terminate this Agreement upon written notice to the other and such termination shall not be deemed to be an event of default, and each Party shall be relieved of any further obligations, one to the other.

26. **Notices.** All notices, demands and other communications given or delivered under this Agreement shall be in writing and shall be deemed to have been given when personally delivered, delivered by express overnight courier service (such as Federal Express) or delivered by facsimile machine with confirmation of receipt. Notices, demands and communications to BCL or Licensee or SHB shall, unless specified differently in writing, be sent to as indicated below:

To SHB:

Louis Wall  
525 Blackburn Drive  
Augusta, GA 30907  
Telephone: 706-922-5644  
Facsimile:

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

Debbie Caine  
PO Box 970  
116 NE 56<sup>th</sup> Street  
Oak Island, NC 28465  
Telephone: 910-278-0998  
Facsimile: 866-250-4627

Duff Ackerman & Goodrich, LLC  
Two Embarcadero Center  
Suite 1670  
San Francisco, CA 94111  
Fax: 415-788-7311  
Attention: John M. Duff

Tom W. Davidson  
Akin Gump Strauss Hauer & Feld LLP  
1333 New Hampshire Avenue, N.W.  
Washington, DC 20036  
(202) 887-4011 (O)  
(202) 955-7719 (Fax)  
[tdavidson@akingump.com](mailto:tdavidson@akingump.com)

To BCL:

Alabama Telecasters, Inc.  
c/o Bahakel Communications, Ltd.  
One Television Place  
Charlotte, NC 28205  
Attention: Russell J. Schwartz, Esq.  
Fax: (704) 375-5890

and

Alabama Telecasters, Inc.  
c/o Bahakel Communications, Ltd.  
One Television Place  
Charlotte, NC 28205  
Attention: Louis Spitzer  
Fax: (704) 375-5890

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

Dow Lohnes PLLC  
1200 New Hampshire Avenue, NW  
Suite 800  
Washington, DC 20036-6802  
Attention: M. Anne Swanson, Esq.  
Telephone: 202-776-2534  
Facsimile: 202-776-2222

27. **Force Majeure.** If a *force majeure* event such as a strike, labor dispute, fire, flood or other act of God, failure or delay of technical equipment, war, public disaster, or other reason beyond the cause or control of BCL or Licensee prevents such Party or its personnel from performing tasks which it is required to perform under this Agreement during any period of time, then such failure shall not be a breach of this Agreement and such Party shall be excused from such performance during that time.

28. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

29. **Captions.** The captions used in this Agreement are for convenience of reference only, do not constitute a part of this Agreement and shall not be deemed to limit, characterize or in any way affect any provision of this Agreement, and all provisions of this Agreement shall be enforced and construed as if no caption had been used in this Agreement.

30. **Waiver of Jury Trial.** AS A SPECIFICALLY BARGAINED INDUCEMENT FOR EACH OF THE PARTIES TO ENTER INTO THIS AGREEMENT (EACH PARTY HAVING HAD OPPORTUNITY TO CONSULT COUNSEL), EACH PARTY EXPRESSLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY LAWSUIT OR PROCEEDING RELATING TO OR ARISING IN ANY WAY FROM THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREIN.

31. **Strict Construction.** The language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

32. **Third Party Rights.** Nothing in this Agreement (including the Schedules attached hereto, or any ancillary agreement, instrument or document contemplated hereby or relating hereto) shall be deemed to create any right with respect to any person or entity not a party to, or any property not subject to this Agreement.

33. **Press Releases.** Except as otherwise required by law, BCL and SHB shall, prior to the issuance of any press release relating to the transaction contemplated by this Agreement, (a) submit the text of the proposed press release to the other party, and obtain the approval of such party to the press release, which approval shall not be unreasonably withheld; and (b) use its best efforts to characterize the other party, in any other public statements made by the party making such statement about the other party, on substantially the same basis as in any press release made by the party making such statement.

34. **Confidentiality.** Except as otherwise required by law, neither party shall disclose to third parties, other than its members, partners, stockholders, directors, officers, employees, lenders and prospective lenders, accountants, attorneys and agents for purposes of performing the services contemplated hereby (who shall also be made subject to the restrictions of this section), any information, whether or not in writing, received from the other party or its agents in the course of performing the services contemplated by this Agreement; provided, that no information shall be deemed to be confidential that (a) becomes publicly known or available other than through disclosure by such party; (b) is rightfully received from a third party who has no obligation of confidentiality to the other party; or (c) is independently developed. This Section shall remain in effect until one (1) year after termination of this Agreement and the TSL.

35. **Other Definitional Provisions.** The terms "hereof," "herein," and "hereunder" and terms of similar import shall 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. Each defined term used in this Agreement has a comparable meaning when used in its plural or singular form. Each gender-specific term used in this Agreement has a comparable meaning whether used in a masculine, feminine or gender-neutral form. 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 shall not be interpreted as a limitation on, or an exclusive listing of, the items within that classification.

(a) "ABC Station Expenses" means those expenses generally identified as the core operational expenses of a broadcast licensee, including: (i) all payments for programming (other than Agent-Provided Programming) including, without limitation, film expenses and music rights payments, (ii) capital expenditures relating to any transmission or other facilities owned by SHB, (iii) utility costs for SHB's transmission facilities to the extent not included in

(iv) costs and expenses of SHB employees and other SHB personnel, including severance expenses and benefits, (v) any network compensation payments or other payments to programming networks, (vi) lease or other payments to third parties for use of studio or transmission facilities, (vii) expenses related to FCC compliance and filing fees, (viii) premiums and other out-of-pocket costs and expenses relating to insurance, (ix) lease payments, and other payments on any real, personal or other property leased by SHB; and (x) any taxes or governmental fees assessed or levied upon SHB or its revenue.

(b) "Commissionable Services" means the following services provided during the term of this Agreement: (i) advertising availabilities on the ABC Station (including, for the avoidance of doubt, all of the advertising availabilities on the ABC Station's primary channel and any other advertising availabilities that SHB may choose to offer in connection with the other spectrum on the ABC Station, including without limitation national advertising, whether or not placed by SHB's national sales representative); (ii) any website and related services maintained by or on behalf of the ABC Station; (iii) services provided on spectrum other than the ABC Station's primary channel, including without limitation Mobile Television Services (as defined below) or Other Spectrum Services (as defined below); (iv) the lease or licensing of antenna sites or tower space or other services using facilities owned or leased by the ABC Station; and (v) revenues paid to SHB pursuant to retransmission consent agreements with multi-channel video providers respecting the carriage of the signal of the ABC Station; *provided that*, the Excluded Availabilities shall not be included in Commissionable Services.

(c) "Excluded Availabilities" means the following commercial availabilities for which BCL shall not act as the sales agent for SHB and for which the revenues shall not be Commissionable Revenue: (i) national advertising time retained by the ABC Television Network, (ii) advertising time retained by programming providers of nationally syndicated barter programming as consideration for the providing of such programming; and (iii) advertising time sold in Agent-Provided Programming (which advertising time, as provided herein, would be sold exclusively by BCL, with all revenues retained by BCL).

(d) "Mobile Television Services" means any mobile broadcast or mobile video services, whether or not classified as a "broadcast service," together with any other use of

the spectrum of the ABC Station for the purpose of providing or facilitating the provision of any video signal to mobile users.

(e) "Other Spectrum Services" means non-television broadcast services and non-broadcast uses of capacity on the ABC Station's non-primary channel spectrum that are not Mobile Television Services, including without limitation non-video data casting and other services reportable to the FCC as ancillary services.

36. Collateral Assignment. BCL or SHB may collaterally assign all or any of their respective rights under this Agreement to their respective senior secured lenders or an agent on their behalf from time to time. Upon written notice by any such lender or agent to the other Party hereto, such lender or agent shall be entitled to exercise any and all rights of the applicable collaterally assigning Party hereunder

[SIGNATURE PAGE FOLLOWS]

**SIGNATURE PAGE TO AGREEMENT FOR  
THE SALE OF COMMERCIAL TIME AND SERVICES**

IN WITNESS WHEREOF, the parties have executed this Agreement for the Sale of Commercial Time and Services as of the date first above written.

**SHB:**

**SAGAMOREHILL BROADCASTING, LLC**

**BCL:**

**ALABAMA TELECASTERS, INC.**

By: \_\_\_\_\_, its managing member  
By: *Louis S. Wall*  
Name: Louis S. Wall  
Title: President

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CHANNEL 32 MONTGOMERY, LLC**

By: \_\_\_\_\_, its managing member

By: *Louis S. Wall*  
Name: Louis S. Wall  
Title: President

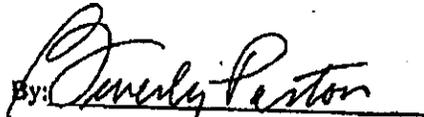
**SIGNATURE PAGE TO SHARED SERVICES AGREEMENT**

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

**SHB:**  
**SAGAMOREHILL BROADCASTING, LLC**

**BCL:**  
**ALABAMA TELECASTERS, INC.**

By: \_\_\_\_\_, its managing member

By: 

By: \_\_\_\_\_

Name: Beverly Poston, President

Name:

Title:

Title:

**CHANNEL 32 MONTGOMERY, LLC**

By: \_\_\_\_\_, its managing member

By: \_\_\_\_\_

Name:

Title: