



STAMP & RETURN

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October 20, 2014

VIA HAND DELIVERY

Marlene H. Dortch, Esquire
Secretary
Federal Communications Commission
445 Twelfth Street, S.W.
Washington, DC 20554

Accepted/Files

OCT 20 2014

Federal Communications Commission
Office of the Secretary

Re: WHBQ-TV, Memphis, Tennessee (Facility ID 12521)
Section 73.3613 Filing

Dear Ms. Dortch:

On behalf of Cox Media Group Northeast, LLC, licensee of the above-referenced station, we hereby submit, in duplicate, the following documents:

- Certification of Amendment to the Articles of Incorporation, to change the name of KTVU, LLC to Cox Media Group Northeast, LLC, dated as of October 8, 2014;
- Certification of Amendment to the Articles of Incorporation to change the name of KTVU, Inc. to Cox Media Group NE, Inc., dated as of October 14, 2014; and
- A copy of the Network Affiliation Agreement between Fox Broadcasting Company, Fox News Network, L.L.C. and KTVU, LLC, dated as of June 23, 2014.

Please update the CDBS database to show the licensee name for WHBQ-TV as Cox Media Group Northeast, LLC.

Please contact me if you have any questions regarding this matter.

Very truly yours,

Derek H. Teslik

DHT/vcd
Enclosures

Delaware

PAGE 1

The First State

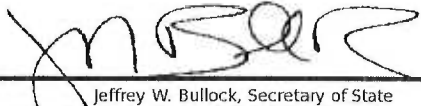
I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "KTVU, LLC", CHANGING ITS NAME FROM "KTVU, LLC" TO "COX MEDIA GROUP NORTHEAST, LLC", FILED IN THIS OFFICE ON THE NINTH DAY OF OCTOBER, A.D. 2014, AT 4:44 O'CLOCK P.M.

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141276147

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 1769285

DATE: 10-09-14

**STATE OF DELAWARE
CERTIFICATE OF AMENDMENT**

1. Name of Limited Liability Company: KTVJ, LLC
2. The Certificate of Formation of the limited liability company is hereby amended as follows:

FIRST. The name of the limited liability company is
Cox Media Group Northeast, LLC.

IN WITNESS WHEREOF, the undersigned have executed this Certificate on
the 8th day of October, A.D. 2014.

By: 

Authorized Person(s)

Name: Charles Bowen

Assistant Secretary
Print or Type

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "KTVU, INC.", CHANGING ITS NAME FROM "KTVU, INC." TO "COX MEDIA GROUP NE, INC.", FILED IN THIS OFFICE ON THE FOURTEENTH DAY OF OCTOBER, A.D. 2014, AT 1:17 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

2060174 8100

141290224

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 1780515

DATE: 10-15-14

CERTIFICATE OF AMENDMENT
OF THE CERTIFICATE OF INCORPORATION
OF KTVU, INC.

KTVU, Inc., a corporation organized and existing under and by virtue of the General Corporation Laws of the State of Delaware (the "Corporation"), DOES HEREBY CERTIFY:

FIRST: That the Board of Directors of said Corporation, by the unanimous written consent of its members, filed with the minutes of the Board, adopted resolutions proposing and declaring advisable the following amendment to the Certificate of Incorporation of said Corporation:

RESOLVED, That it is in the best interest of the Corporation to amend its Certificate of Incorporation by changing the First Article thereof so that, as amended, said Article shall be and read as follows:

"FIRST: The name of the corporation is COX MEDIA GROUP NE, INC."

SECOND: That in lieu of a meeting and vote of stockholders, the stockholders have given unanimous written consent to said amendment in accordance with the provisions of Section 222 of the General Corporation Law of the State of Delaware.

THIRD: That the aforesaid amendment was duly adopted in accordance with the applicable provisions of Section 242 of the General Corporation Law of the State of Delaware.

FOURTH: That said Amendment of the Corporation's Certificate of Incorporation shall be effective as of the effective date of the filing of this Certificate of Amendment of the Certificate of Incorporation with the Secretary of State of the State of Delaware.

FIFTH: That the capital of the Corporation will not be reduced under or by reason of said Amendment.

14th IN WITNESS WHEREOF, said Corporation has caused this certificate to be signed this day of October, 2014.

KTVU, INC.

By: 

Shauna S. Muhl, Secretary

EXECUTION COPY

**FOX BROADCASTING COMPANY
STATION AFFILIATION AGREEMENT**

June 23, 2014

KTVU, LLC
WHBQ-TV
485 S Highland St
Memphis, TN 38111

Attention: General Manager

This agreement (this "Agreement") between Fox Broadcasting Company ("Fox"), on behalf of itself and Fox News Network, L.L.C. ("FNN"), and KTVU, LLC ("Licensee"), together with its exhibits and attachments, sets forth the terms and conditions for the carriage of Fox programming over the facilities of television station WHBQ-TV ("Station"). This Agreement shall become effective as of the date of consummation of the purchase and acquisition of the Station and the license issued by the Federal Communication Commission ("FCC") for Station (the "Effective Date"), by Licensee pursuant to that certain Exchange Agreement of even date herewith by and among Fox Television Stations, Inc., Licensee and Cox Media Group, LLC.

1. Programming:

(a) Subject to the terms and conditions contained in this Agreement, Fox will deliver to Station programming which Fox makes available to Station for broadcasting solely by means of Standard Television (defined below) in the Memphis designated market area (as defined by Nielsen Media Research, the "DMA"), in which Memphis, TN, the community to which Station is presently licensed by the Federal Communications Commission ("FCC") ("Station's Community"), is located. As used in this Agreement, the terms "program", "programming" and "Fox programming" and any derivations thereof shall mean, unless specifically indicated otherwise, the programming of Fox.

For purposes of this Agreement, and as a material term hereof, "Standard Television" means a free, over-the-air, linear broadcast television signal intended for reception by the general public and transmitted on spectrum assigned by the FCC, including the retransmission of such signal in its entirety by cable systems, satellite systems, telco wireline video providers and other multichannel video programming distributors as defined by the FCC as of January 1, 2012 (each, an "MVPD" and collectively, "MVPDs") pursuant to the terms of Section 17 of this Agreement. For avoidance of doubt, "Standard Television" shall not include, without limitation, any of the following services or distribution platforms: (i) video-on-demand ("VOD"), pay-per-view,

subscription, time-shifted transmission or other service in which any portion of a Standard Television program or signal is provided to viewers for payment or in a manner that is not simultaneous with its free, over-the-air, linear broadcast; (ii) wireless or broadcast distribution to mobile phones or other portable or mobile devices, whether inside or outside the home and without regard to whether simultaneous with its free, over-the-air linear broadcast; (iii) interactive or internet/broadband distribution, including without limitation, Syncbak, or distribution through any other systems network, and "Smart-TV" protocols integrating the Internet/broadband into television sets and/or set-top boxes; or (iv) any other non-television protocol or platform. If, during the Term, the FCC alters, interprets or expands its definition of MVPD to include any of the services or distribution platforms described in (i) through (iv) enumerated above, Licensee may not authorize the retransmission of Fox Programming by such services or distribution platforms without the prior written consent of Fox. Fox may terminate this Agreement on [REDACTED] days' prior written notice to Licensee if Licensee breaches the provisions of the foregoing sentence, unless such breach is cured during the [REDACTED] day period.

(b) Unless Fox delivers to Licensee a Cessation Notice (defined below), the Programming delivered pursuant to Section 1(a) above will also include the Fox Sports National Football League NFC Package (the "NFL Sports Package"), which will consist of (i) those National Football League ("NFL") games that Fox has the rights from the NFL to make available in Station's Community and DMA; and (ii) additional seasonal, sports-related programming, presently contemplated to consist of a one-hour pre-game show (generally to commence at 12:00 P.M., Eastern Time, on Sundays) and two one-hour NFL-produced specials during each football season. If Fox has the rights from the NFL to make the NFL Sports Package available in Station's Community and DMA, but determines at any time after [REDACTED] to discontinue providing the NFL Sports Package hereunder to all Fox Affiliates (as defined in Section 2(a)(2)), Fox shall notify Licensee no later than [REDACTED] days' prior to the commencement of the applicable NFL season (such notice, a "Cessation Notice"), and in such event, Licensee, upon [REDACTED] days' prior written notice to Fox, shall have the right for a period of [REDACTED] days following receipt of the Cessation Notice to either (i) terminate this Agreement or (ii) amend the Letter Agreement (as defined in Section 19(d)) to modify the Affiliate Fee to be [REDACTED] of the amount specified in the Letter Agreement.

(c) The selection, scheduling, modification, substitution and withdrawal of any Program delivered pursuant to this Section 1 (including any Programming of the NFL Sports Package), or any portion thereof, shall at all times remain within Fox's sole discretion and control. Licensee shall not and shall not authorize others to broadcast or otherwise use any Program (or part thereof), any Programming of the NFL Sports Package, or other material delivered by Fox except as specified in this Agreement, and without limiting the foregoing, Station may broadcast Fox Programming only: (i) as scheduled by Fox, (ii) over Station's facilities in Station's Community, and (iii) by Standard Television. Further, without limiting any of Fox's rights, Licensee acknowledges that Station's rights to the NFL Sports Package are subject to and must be exercised consistent with the rights conveyed to Fox by the NFL, as those

rights may be conditioned, limited or restricted.

2. Carriage, Preemption:

(a) (1) Licensee agrees to broadcast the Fox Programming, NFL Sports Package (if delivered) and Program-Related Material (as defined below) over Station's facilities, on the dates and at the times scheduled by Fox, in their entirety and in the form transmitted by Fox, ~~and~~ during the Programmed Time Periods and New Programmed Time Periods as scheduled by Fox in accordance with this Agreement (including without limitation, all commercial announcements, Fox identifications, Fox promos and credits). Licensee agrees to broadcast such Programming and Program-Related Material without interruption, deletion, compression, addition, squeezing, alteration or other changes, except for adding Licensee's commercial and public service announcements to the extent permitted by this Agreement. Station must not, in retransmitting the Programming or other content, degrade or otherwise alter the Program's or content's video, audio and other components.

(2) Station will broadcast the digital feed of Fox Programming on Station's primary digital television over-the-air broadcast signal ("DTV channel"), as and in the technical format provided by Fox consistent with the ATSC standards and all Program-Related Material (collectively, the "Network Digital Feed").

As used herein, "Program-Related Material" shall mean the following content, data or information, within no more than ~~1~~ megabits per second of the Station's signal, which is transmitted concurrently or substantially concurrently with the Programming: ~~(i)~~ (i) closed-captioning information; (ii) program identification codes; (iii) the FCC Redistribution Control Descriptor and other such protection systems; (iv) program ratings information; (v) alternative language feeds related to the programming, including video description if and to the extent required by the FCC; (vi) Nielsen Media Research data; (vii) programming, data and other enhancements related to the programming and network advertisements provided in the Network Digital Feed; (viii) information and/or material agreed upon by a majority (calculated by Nielsen Media Research-defined designated market area percentage) of Fox television broadcast station affiliates, excluding stations owned and operated by Fox's corporate affiliates ("Fox Affiliates"); (ix) information and/or material that Fox deems necessary to provide the Network Digital Feed; (x) information and/or material directly associated with specific network commercial advertisements contained in the network programs included in the Network Digital Feed; and (xi) information and/or material designed to promote network programming. In the event that Fox proposes that any Station or Stations carry network ancillary data that is not Program-Related Material, Station agrees to negotiate in good faith with Fox regarding the terms pursuant to which such ancillary data may be carried.

(3) Without limiting the foregoing provisions of this subsection 2(a), each time, if any, that Station uses Fox's ATSC feed of Fox Programming or Program-Related

Material for Station's DTV Channel, Station must turn on the FCC Redistribution Control Descriptor unless Fox directs otherwise.

(b) Except as noted hereafter, Fox commits to deliver Programming to Station throughout the Term of this Agreement for the "Programmed Time Periods", which are as follows (subject to the Time Zone variations listed below):

Daytime:	7-8 a.m.	Monday through Friday
	9-10 a.m.	Monday through Friday and Sunday
	3-5 p.m.	Monday through Friday
	8 a.m.-12 p.m.	Saturday
Prime Time:	7-10 p.m.	Sunday
	8-10 p.m.	Monday through Saturday
Late Night:	11 p.m.-12 a.m.	Monday through Saturday
Weekend, All-Star & Post Season Sports (including pre-game and post-game shows):		As scheduled for Station by Fox

For Daytime Programming, the specified times above apply to all Time Zones, unless Fox agrees otherwise. For Programmed Time Periods other than Daytime Programming, the specified times above apply for the Eastern or Pacific Time Zones, and the Mountain and Central Time Zones are one hour earlier.

Fox has suspended providing Fox Programming for the Programmed Time Periods 7-8 a.m. Monday through Friday, 9-10 a.m. Monday through Friday, 3-5 p.m. Monday through Friday, 11 p.m.-12 a.m. Monday through Friday and 8-10 a.m. Saturday. Licensee acknowledges that Fox intends to resume programming those time periods, and upon request, Licensee shall negotiate in good faith an amendment to this Agreement which would require carriage of such programming.

(c) Licensee shall cause Station to broadcast all Programming in the Programmed Time Periods as specified by Fox; provided, however, that Licensee shall be entitled to preempt Fox Programming in the following limited circumstances (each, an "Authorized Preemption"): (i) due to a "force majeure" event in accordance with Paragraph 7 below; (ii) as permitted by Paragraph 11 below; and (iii) in the event of a permitted Programming conflict pursuant to, and within the specific limits of, a commitment expressly set forth on Exhibit A (for non-sports programming) or Exhibit B (for sports programming) to this Agreement (but not including any

extension or renewal of such commitment by option extension or otherwise), to the extent that the program preempted pursuant to the commitment set forth on Exhibit A or Exhibit B, as applicable, is "made good" in the time period specified therein.

Any other preemption or failure to broadcast any Fox Programming is an "Unauthorized Preemption" and without limiting any other rights of Fox under this Agreement or otherwise, if within any [REDACTED] month period during the Term of this Agreement, Station makes three or more Unauthorized Preemptions, Fox may, upon [REDACTED] days' prior written notice to Licensee, elect to either: (1) terminate Station's right to broadcast any one or more series or other Fox programs, and thereafter license the broadcast rights to the applicable series or other Fox programs to any other television station or stations located in Station's DMA, at Fox's election and to the extent and for the period(s) that Fox elects, or (2) terminate this Agreement.

(d) Without limiting subparagraphs (b) or (c) above, each time that Licensee for any reason fails to (or advises Fox it will not) telecast any Fox Programming as provided for in this Agreement (whether deemed an Authorized Preemption or Unauthorized Preemption under subparagraph (c) above), then upon Fox's request, Licensee shall telecast that Programming (or replacement programming selected by Fox) and the commercial announcements contained in it, in a substitute time period that is within the same Nielsen Media Research broadcast ratings week as, and that is of a quality and rating value as nearly as possible equal to that of, the originally scheduled time period. Licensee shall give Fox at least [REDACTED] hours advance notice of the scheduled broadcast, or as soon thereafter as possible (including an explanation of the cause for any lesser notice), that it intends not to broadcast any Fox Programming and in such notice shall identify the substitute time period that Licensee selects, which time period shall be subject to Fox's prior approval. Notwithstanding anything to the contrary in this Agreement, if Licensee does not fully comply with the foregoing, then, without limitation to any other rights Fox may have under this Agreement or otherwise, Fox shall have the right to license the broadcast rights to the applicable omitted programming (or replacement programming) to another television station located in Station's DMA. In addition to the foregoing, with respect to programming for broadcast within the New Programmed Time Periods (as defined in subparagraph 2(e) below), Fox will provide Licensee with a minimum of [REDACTED] months' notice for each program addition, and Licensee shall be required to advise Fox within [REDACTED] days of receiving notification if Licensee does not wish to televise said programming as scheduled by Fox. If Licensee refuses to broadcast any program within a New Programmed Time Period for any reason other than (i) a program conflict specified in subparagraph 2(e) below, or (ii) those specified in Paragraph 11 below, then Fox shall have the right to terminate this Agreement upon six months' prior notice to Licensee.

(e) Notwithstanding anything to the contrary set forth in subparagraph 2(c) or in this subparagraph (e), Licensee shall not be obligated to broadcast Fox Programming during New Programmed Time Periods (as hereinafter defined) unless and until the FCC eliminates, or modifies to reduce the regulatory constraints of, Section 73.658(d) of its rules. In the event the FCC rules are so eliminated or modified, Licensee shall broadcast over Station's facilities all

Fox Programming to be offered during time periods that are not specified in subparagraph 2(b) above as a Programmed Time Period ("New Programmed Time Periods") upon [REDACTED] months' prior notice to Licensee by Fox. Furthermore, in the event the FCC rules are so eliminated or modified, if Licensee has entered into any agreement(s) prior to an announcement by Fox to program a specific time period and the agreement(s) is (are) for syndicated programming that Licensee is required by the terms of the agreement(s) to broadcast during a New Programmed Time Period, then Licensee shall not be required to broadcast the new Fox Programming within the same time period, and the provisions of subparagraph 2(d) of this Agreement shall govern; provided, however, in any such instance(s) Licensee agrees not to renew or otherwise extend its rights to broadcast such conflicting programming within a New Programmed Time Period. In the event that the FCC modifies but does not eliminate Section 73.658(d) of its rules, then Licensee shall be obligated to broadcast Fox Programming during New Programmed Time Periods to the extent permitted by such modification and this subparagraph 2(e) shall be amended if necessary to conform to such modification; provided, however, that in no event shall Licensee be obligated to broadcast Fox Programming during New Programmed Time Periods at a date earlier than as provided for in this subparagraph 2(e).

(f) Commencing [REDACTED] days from each request by Fox to Licensee for such negotiation, Licensee and Fox will negotiate in good faith for a period of [REDACTED] days in connection with Licensee's transmission or retransmission of Fox Programming or other data, information or content (or any combination of the foregoing) using Station's digital broadcast spectrum or signal capacity other than as provided for under subparagraph 2(a) above (the "New Plan"), which use will not commence earlier than six months from the date of such request.

3. Marketing and Promotion:

(a) Fox will provide Licensee with on-air and off-air marketing materials, marketing priorities and media recommendations (collectively, the "Fox Marketing Deliverables"), which shall be determined by Fox in its sole discretion and which shall include on-air promotional announcements ("Fox Promos") for any programming, including for broadcast in Station's non-Fox Programming. Licensee shall use its good faith, commercially reasonable efforts to air the Fox Promos and to comply with the priorities and recommendations contained in the Fox Marketing Deliverables. Without limiting the foregoing, Licensee shall provide an on-air promotional schedule consistent with Fox's recommendations and in coordination with Fox, and shall cause Station to broadcast that promotional schedule as mutually agreed by Licensee and Fox. Licensee agrees to maintain complete and accurate records of all Fox Promos broadcast as provided herein and, within [REDACTED] weeks following Fox's request, to submit copies of all such records to Fox. Notwithstanding anything to the contrary in (and without limitation to the above provisions of) this subparagraph 3(a), and as a material term of this Agreement, Licensee shall, in coordination with Fox, cause Station to broadcast in the one-half hour immediately preceding prime-time, not less than [REDACTED] seconds of Fox Promos provided to Licensee by Fox hereunder.

(b) In addition to providing the Fox Marketing Deliverables, Fox shall make available to Licensee, such other promotional and sales materials containing Fox's branding as Fox and Licensee may mutually agree. Licensee agrees to work in good faith to co-brand with Fox in order to closely link Station with the Fox identity, including but not limited to inclusion of the Fox corporate logo in the stations' local identification, on-air (e.g., graphics, voice over) and off-air (e.g., website, print, radio, outdoor, etc...) promotion. Licensee shall not delete or alter any copyright, trademark, logo or other notice, or any credit, included in any materials delivered pursuant to this subparagraph or otherwise, and Licensee shall not exhibit, display, distribute or otherwise use any trademark, logo or other material or item delivered pursuant to this paragraph or otherwise, except as instructed by Fox at the time.

(c) Licensee shall make annually, in accordance with each Nielsen Media Research "Sweeps" co-op plan determined by Fox during the Term of this Agreement (each, a "Co-Op Plan"), not less than an amount determined by Fox in its reasonable discretion (the "Co-Op Commitment") in local cash expenditures for off-air promotion of Fox. Licensee further agrees to comply with Fox's Co-Op Guidelines, as in effect from time to time during the Term of this Agreement, including guidelines with respect to Co-Op reimbursement therein.

4. Commercial Announcements; Prime-Time-Inventory Purchase:

(a) In each individual Fox Program, Fox will have the right in its sole discretion to determine: (1) the number and length of commercial announcement units (including station breaks) that will be available to Fox Affiliates for insertion of affiliate commercial announcements; and (2) the terms and conditions applicable to the availability and use of the commercial announcement units. Fox will make available to Licensee for Station's use in each individual Fox Program the same number and length of commercial announcements (including station breaks) as Fox makes available generally in that Program to Fox Affiliates on a national basis, on the terms and conditions that Fox generally applies to Fox Affiliates on a national basis. Licensee agrees to be bound by Fox's decisions as provided in this Paragraph 4.

(b) Fox shall determine the placement, timing and format of Fox's and Licensee's commercial announcements. Fox shall have the right to include commercial announcements in all of the commercial time available in each hour of the Programming other than that expressly allocated to Licensee in this Agreement.

(c) Licensee's broadcast over the Station of all commercial announcements included by Fox in Fox Programming is of the essence of this Agreement, and nothing contained in Paragraph 2 above or elsewhere in this Agreement (other than Paragraph 11 below) shall limit Fox's rights or remedies at law or otherwise relating to failure to broadcast the commercial announcements. Licensee agrees to maintain complete and accurate records of all commercial announcements broadcast as provided in this Agreement. Within [REDACTED] following each request by Fox, Licensee will submit copies of all such records to Fox.

(d) Fox grants Licensee a total of [REDACTED] second local commercial announcement units (each [REDACTED] second local commercial unit, a "Unit") each week in Fox Prime Time during the Term, as designated at any time by Fox in Fox's sole discretion (the "Prime Time Local Units"). Fox agrees to allocate through Fox Prime Time [REDACTED] of the Prime Time Local Units (the "Guaranteed Units") on a basis that approximates, as reasonably determined by Fox, the average value of the Fox Prime Time schedule.

(e) Notwithstanding the foregoing, Fox may, consistent with past practice, preempt Licensee's Prime Time Local Units (including the Guaranteed Units) due to Fox sports programming or other infrequent special programming not regularly scheduled. Fox will "make good" any preempted Guaranteed Units in Fox Prime Time within [REDACTED] days after the end of that week; provided, however, that Fox will have [REDACTED] days following the end of that week to make good any Guaranteed Units preempted due to post-season baseball. The Guaranteed Units "made good" by Fox will be placed by Fox to approximate, as reasonably determined by Fox, the value of the positions from which the Local Units were preempted.

(f) Licensee may include in each program in the NFL Sports Package (if delivered) only the same number and length of commercial announcements (including station breaks) as Fox provides generally in that program to Fox Affiliates on a national basis, which, with respect to NFL games, will currently be the customary [REDACTED] in-game Units plus, during each NFL pre-season and regular season game, two additional in-game Units (Fox currently contemplates placing the two additional Units between the first and second quarters). Notwithstanding the preceding sentence, Fox grants Licensee the following (the "NFL-Spot Floor") with respect to any NFL programming delivered pursuant to this Agreement: (i) [REDACTED] Units in each pre-season and regular season NFL game; (ii) [REDACTED] Units in each post-season game, (iii) [REDACTED] Units in each one-half hour pre-game show and [REDACTED] Units in each one-hour pre-game show, and (iv) [REDACTED] Units in each scheduled, one-half hour post-game show. The in-game Units will be placed as follows:

Between 1st & 2nd Quarters:	[REDACTED] Units
Beginning of Half-Time:	[REDACTED] Units
End of Half-Time:	[REDACTED] Units
End of Third Quarter:	[REDACTED] Units

(g) Fox agrees that for the Term, Fox's regional or sectional network advertising will cover a minimum of five markets and that Fox will not circumvent the spirit of this provision by allowing an advertiser to combine one large to medium market with several small markets.

(h) With respect to NASCAR and MLB Games, Fox will provide Station with the same number and length of local commercial announcements (including station breaks) as Fox provides generally in those games to Fox Affiliates on a national basis.

5. Exclusivity:

(a) Other than as provided in this Section 5, the following "Program Holdback" will apply to each Fox Program that has its initial Fox exhibition after February 2006, if Station broadcasts that initial exhibition in accordance with the terms and conditions of this Agreement:

(1) Fox will not, for the "Applicable Holdback Period" specified below, broadcast that Program on or distribute that Program to (or grant permission for the broadcast on or distribution to) any video delivery system other than Station (including any over-the-air television station, cable system, Internet provider, direct-to-home satellite provider or other multichannel video programming distributors or telephone system (collectively, "Video Delivery System") but excluding any exhibition in movie theaters or distribution of videocassette, videodisc or similar devices for use in connection with home-type monitor devices), for either digital or analog television exhibition within Station's DMA. The "Applicable Holdback Period" will be until the end of the applicable "Maximum Period", as follows:

<u>Program Type</u>	<u>Maximum Period</u>
NFL Games	The Term
Award & Talk Shows	During Initial Broadcast Only
Sports (other than NFL games)	Consistent with Fox's past practice, but in no event less than 1 hours
Topical Programs (e.g., News Magazines)	
Non-Topical Programs	

(2) For purposes of this Section 5, a "Program" is each individual broadcast unit (e.g., each episode of a series, each night of a mini-series or each game), and the foregoing Applicable Holdback Period will commence on the initial Fox network exhibition of each Program.

(3) The foregoing provisions of this Section 5 will apply to each Fox Program only to the extent permissible under Fox's agreement with the supplier of that Program and to the extent not in conflict with Fox's rights or obligations under that agreement; provided, however, that Fox will, consistent with its customary business practices and requirements, use commercially reasonable efforts to acquire the rights needed to comply with the provisions of subparagraph (a)(1) above. In addition, the foregoing provisions of this Section 5 are subject to and limited by any applicable geographical and other restrictions under the presently effective FCC rules and regulations or those that may be in effect at any time during the Term.

(b) Notwithstanding the foregoing provisions of Section 5(a), the Program Holdback

will not apply to distribution by Fox of excerpts comprising up to █% of any topical or sports program; provided, that any program made up primarily of excerpts that are from topical or sports programs that share the same title (e.g., made up primarily of excerpts from different episodes of FOX NFL Sunday) and are then subject to the Program Holdback, must use a different title than the regular title of the programs from which those excerpts are taken (but the regular title may be used as part of the different title),

(c) Notwithstanding the foregoing provisions of Section 5(a), the Program Holdback will not apply to distribution by Fox of programming to the homes served by an MVPD with whom Licensee has not executed a retransmission consent agreement for the retransmission of any Fox Programming.

(d) Notwithstanding the foregoing provisions of Section 5(a), the Program Holdback will not apply to (i) any Fox program promo or (ii) any episodes of a cancelled series (if Fox does not broadcast the series on the Fox Network within █ months from its last broadcast thereon, it is deemed cancelled as of that last broadcast).

(e) (1) Notwithstanding the foregoing provisions of Section 5(a), the Program Holdback will not apply to "linear repurposing" (as defined below). With respect to linear repurposing, Fox will have the right: (i) in each broadcast week (i.e., Monday –Sunday), to select programs totaling up to █ hours of Fox's primetime schedule and to exhibit each program selected on, or otherwise repurpose each selected program to, any Video Delivery Systems for linear repurposing, and (ii) up to █ times per each fiscal year (each period from July 1 to June 30, a "Fiscal Year") of the Term, to repurpose any programs of an individual Fox series in a marathon format (not to exceed █ consecutive hours) on any Video Delivery Systems for linear repurposing (each Fox program so repurposed under (i) or (ii) immediately above is a "Linear Excluded Program").

(2) The term "linear repurposing" as used herein means the exhibition of programs that initially aired on Station, on a scheduled basis by a cable, satellite or telephone video delivery system, an over-the-air television station or other multichannel video delivery system. (By way of illustration, exhibition of programs by FX Network, A&E Network, USA Network, etc. would constitute exhibition on a linear repurposing basis.) Notwithstanding anything to the contrary herein, Fox agrees not to linear repurpose Fox primetime programs on a local broadcast television station other than Station or to linear repurpose such programs by means of Internet streaming; provided, however, that Fox will have the right, one time in each broadcast season, to linear repurpose on any over-the-air-television station one program per day from a non-first-year primetime serialized series during the five days immediately preceding the Fox exhibition of the season premiere of that non-first-year serialized series.

(3) Notwithstanding the foregoing, a Linear Excluded Program may not be exhibited on any Video Delivery System other than Station earlier than █ following the first Fox exhibition of that Linear Excluded Program, or, if the Linear Excluded Program is part of an on-going series, in the same time period as such series is being regularly

scheduled by Fox for Fox exhibition (e.g., if the Linear Excluded Program is part of a series then being regularly scheduled by Fox for 8:00 to 9:00 P.M., the Linear Excluded Program may not then be exhibited on any Video Delivery System other than Station during the 8:00 to 9:00 P.M. time period); provided, however, that the foregoing restriction will not apply to any Linear Excluded Program for longer (or to any greater extent) than the Program Holdback would have applied if the program were not a Linear Excluded Program (e.g., in no event longer than one year from initial Fox exhibition if the Excluded Program is a "Non-Topical Program").

(f) (1) Notwithstanding the foregoing provisions of Section 5(a), the Program Holdback will not apply to "non-linear repurposing" (as defined below). With respect to non-linear repurposing, Fox will have the right to repurpose any and all Fox programs on any Video Delivery System whatsoever (each Fox program repurposed pursuant to this subparagraph 5(d) is a "Non-Linear Excluded Program"). Non-linear repurposing will be for revenue-generating purposes only; provided, however, that notwithstanding anything to the contrary herein or otherwise, Fox will have the right to repurpose any Fox Prime Time programs as free promotional exhibitions on a limited basis (i.e., Fox will have the right to select programs totaling: (i) up to [REDACTED] of Fox's non-first-year Prime Time programming scheduled from each broadcast week (i.e., Monday – Sunday), and to non-linear repurpose each such program selected as free promotional exhibitions at anytime for not more than [REDACTED] consecutive days, and/or (ii) up to [REDACTED] of Fox's first-year Prime Time programs scheduled from each broadcast week (i.e., Monday – Sunday), and to non-linear repurpose each such program selected as free promotional exhibitions at anytime for not more than [REDACTED] consecutive days). Notwithstanding anything to the contrary in the immediately foregoing sentence, Fox shall not select more than [REDACTED] hours of first-year and non-first year programs combined from any single broadcast week. The foregoing promotional exhibitions will be used solely to promote Fox Prime Time programming.

(2) The term "non-linear repurposing" as used herein means the exhibition of programs on any Video Delivery System by any means other than exhibition on a linear repurposing basis. (By way of illustration, the exhibition of a program by a cable, satellite or telephone Video Delivery System on a viewer demand basis or by the downloading of a program from the Internet, rather than exhibition on a pre-determined, scheduled basis, would constitute exhibition on a non-linear basis.)

(3) Notwithstanding the foregoing, a Non-Linear Excluded Program may not be exhibited on any Video Delivery System other than Station earlier than [REDACTED] Time following the first Fox exhibition of that Non-Linear Program; provided, however, that the foregoing restriction will not apply to any Non-Linear Excluded Program for longer (or to any greater extent) than the Program Holdback would have applied if the program were not a Non-Linear Excluded Program. In addition, notwithstanding anything to the contrary herein or otherwise, Fox will have the right to non-linear repurpose: (i) the following applicable programs during each Fiscal Year, prior to the initial Fox exhibition of such programs ("pre-airings"): (x) any programs from [REDACTED] time series for that Fiscal Year, and (y) any programs from each of [REDACTED] Time series from that Fiscal Year, and (ii) any

alternate version of any Fox Prime Time programs at any time without restriction. "Alternate version" shall mean a version of a series or program whose title is the same or substantially the same as the original, respective series or program (the "Original Program") that aired on Station, and that comprises at least [REDACTED] (but not including [REDACTED]) of the minutes (excluding commercials) of the Original Program; provided, however, that a version of any said series or program that comprises less than [REDACTED] of the total minutes (excluding commercials) of the Original Program is not an alternate version and not subject to the Program Holdback.

(g) With respect to the provisions of Section 5(e) ("linear repurposing") and 5(f) ("non-linear repurposing") above, the parties agree that the following distribution controls shall apply:

(1) Fox shall have complete, exclusive and unqualified discretion and control as to the time, manner, and terms of its distribution, exhibition and exploitation of each Fox program, subject to the terms of this Agreement, and each individual broadcast unit thereof (e.g., each episode of a series, each night of a mini-series or each game) (collectively, "Fox Programs") and all ancillary, allied, subsidiary and otherwise related rights (collectively, the "Rights"), separately or in connection with other programs, in accordance with such policies, terms and conditions and through such parties as Fox in its business judgment may in good faith determine are consistent with business policy and proper or expedient and the decision of Fox in all such matters shall be binding and conclusive upon Licensee. Fox makes no express or implied warranty or representation as to the manner or extent of any distribution or exploitation of the Rights or any of them, nor the amount of money to be derived from the distribution, exhibition and exploitation of the Rights or any of them, nor as to any maximum or minimum amount of such monies to be expended in connection therewith. Fox does not guarantee the performance by any Subdistributor, licensee or exhibitor, of any contract regarding the distribution and exploitation of any of the Rights.

(2) Licensee acknowledges that Fox is part of a diversified, multi-faceted, international company, whose affiliates include, or may in the future include, among others, exhibitors, television "platforms", networks, stations and programming services, production and production consultancy companies, video device distributors, record companies, internet companies, so called "E.Commerce companies", publishers (literary and electronic) and wholesale and retail outlets (individually or collectively, "Affiliated Company or Companies"). Licensee further acknowledges that Fox has informed Licensee that Fox intends to make use of Affiliated Companies in connection with its distribution and exploitation of the Rights, as, when and where Fox deems it appropriate to do so. Licensee expressly waives any right to object to such distribution and exploitation of any of the Rights (or aspects thereof) or assert any claim that Fox should have offered the applicable distribution / exploitation rights to unaffiliated third parties (in lieu of, or in addition to, offering the same to Affiliated Companies). In consideration thereof, Fox agrees that Fox's transactions with Affiliated Companies will be on monetary terms comparable to the terms on which the Affiliated Company enters into similar transactions with unrelated third party distributors for comparable programs. Without affecting, or in any way limiting, any remedy under the Letter Agreement or Affiliation Agreement, or otherwise,

Licensee agrees that Licensee's sole remedy against Fox for any alleged failure by Fox to comply with the terms of this paragraph shall be actual damages, and Licensee hereby waives any right to seek or obtain preliminary or permanent equitable relief or punitive relief in connection with any such alleged failure.

(3) Any dispute arising under the above Section 5(g) shall be arbitrated by, and under the rules of, JAMS in binding arbitration in Los Angeles, California and before a mutually selected arbitrator experienced in the United States television industry, subject to the terms of Attachment 1, which is incorporated herein by this reference. Although each side shall advance one-half of the fee of the arbitrator and for JAMS' services, the prevailing party in such arbitration shall be entitled to recover all costs of arbitration, including reasonable outside attorneys' fees and costs.

6. TVE Distribution Rights:

(a) Notwithstanding anything to the contrary set forth in Section 5(a) of this Agreement, and in addition to the rights set forth in Section 5(c) of this Agreement, Fox shall have the right, but not the obligation, and the right to authorize third parties, to TVE Distribution (defined below) in all markets where Fox Programming is distributed (the "Territory"), including in the DMA, on a live simulcast and/or same day (post-broadcast) basis, of Fox Programming as designated by Fox in its sole discretion whether via the national feed(s), Station's Feed (defined below), or some combination thereof, in each case on an Authenticated Access (defined below) basis only; provided, however, that nothing contained in this Agreement shall prevent Fox from exhibiting or distributing via the Internet, on an unauthenticated basis, (i) occasional special live event Fox Programs (e.g., the Super Bowl), and (ii) episodes of scripted or non-scripted entertainment series from the first season of such series. Licensee hereby grants to Fox a royalty-free license throughout the Territory to use Station's Feed (defined below) of the Fox Programming for TVE Distribution, if applicable, including all local elements appearing during the Fox Programming, such as, but not limited to, local commercial advertisements, breaking news "cut-ins", and Station "bugs" or branding, at Fox's discretion on an Authenticated Access basis during the Term of this Agreement.

(b) In consideration for the TVE Distribution rights described above, if Fox elects to use the national feed(s) of the Fox Programming for TVE Distribution, Fox will grant to Licensee for Station's use the same number and length of local commercial announcement units as Fox provides generally to Fox Affiliates on a national basis in each Fox Program distributed via Fox's national feed (the "TVE Units"), with all revenue attributed to the TVE Units reserved to Licensee; provided, however, that such TVE Units shall be substantially equivalent in number and length as the local commercial announcement units that Licensee receives for Fox Programming transmitted by Standard Television means in accordance with Section 4 hereof. For the avoidance of doubt, Licensee has the right, but not the obligation, to sell advertising within the TVE Units. The TVE Units must comply with any third-party advertising guidelines or restrictions as may be in effect from time to time, which Fox shall communicate to Licensee

in advance. For each TVE Unit, Licensee agrees to upload to Fox via a Fox-designated Internet portal the video advertisement and such other content or metadata reasonably requested by Fox, with the technical requirements of the foregoing to be provided by Fox (including but not limited to file format, resolution and display unit size), such technical requirements to be reasonable and consistent with industry standards for uploading video content to the Internet. If for any reason Licensee does not upload the TVE Units within the timeframe communicated by Fox in advance (such timeframe to be determined by Fox in its reasonable discretion in a manner no less favorable than for any other Fox affiliate), Fox reserves the right at its sole discretion to run Fox Promos in place of such TVE Units; provided, however, that Fox will make good faith commercially reasonable efforts to accommodate shorter time frames for uploading the TVE Units in extraordinary circumstances (e.g. political and sports), or to run evergreen local promotional units previously provided by Station, on Station's request. Licensee further agrees to make commercially reasonable efforts to supply Fox with cue sheets for any music included in the TVE Units and any other Station-supplied content on a timely basis to enable Fox to fulfill its music license reporting obligations.

(c) Fox shall determine the placement, timing and format of the TVE Units and ensure that the TVE Units are fast-forward disabled. Licensee acknowledges that such placement and timing may not be ratable over the hours of the Fox Program if the nature and timing of such Program (e.g., soccer or UFC) makes a ratable allocation of TVE Units impractical. Fox will traffic the TVE Units at its sole expense, stream the TVE Units into the Program for exhibition in the DMA and report stream counts for each TVE Unit to Station promptly following the Program's exhibition. In addition, Fox shall provide Station branding during the TVE Distribution of the Program (e.g., station identification, display of the Station bug in the Program stream in the lower corner or display of the Station logo adjacent to the Program) in a manner no less favorable than for any other Fox affiliate. Fox shall be responsible for providing closed captioning for any Fox Programming that is required by law to be closed captioned in connection with its exercise of its TVE Distribution rights under this Section 6. Fox and Licensee shall consult in good faith in the event that they shall determine in their reasonable judgment that any other FCC rules or regulations are applicable to the TVE Distribution contemplated hereby.

(d) Notwithstanding anything to the contrary set forth in this Agreement, including in Section 1 hereof, Fox consents, subject in all respects to Rights Limitations (defined below), to TVE Distribution by Station (which the Station has the right, but not the obligation, to undertake), solely within Station's DMA, of Fox Programming during the Term solely on an Authenticated Access basis, as part of a live, linear simulcast (with the exception of required blackouts as provided below) of the Station's Feed via Station's branded and owned and/or operated primary website and/or application (e.g., for iOS and/or Android, or such other comparable mobile platform as may be approved by Fox in its reasonable discretion) (collectively, "Station Sites"), using Fox-approved reasonable content protection and geo-location methods; provided, however, that Fox may require at any time at its reasonable discretion that such TVE Distribution by Station of Fox Programming be a Fox-provided feed, at no bandwidth cost to Station (i) via a Fox video player embedded into Station Sites, or (ii)

streamed from a Fox CDN (content distribution network) through the Station's video player integrating Fox's ad serving and analytics software, in either case, to resolve bona fide operational issues such as ad serving, measurement, and content protection issues not addressed by Station's video player. For the avoidance of doubt, Station may engage third-party technical vendors to operate or support Station Sites, provided Station will be responsible for such vendor(s)' compliance with Station's obligations set forth herein, including, without limitation, content protection and authentication requirements. In addition, Station and Fox will use commercially reasonable efforts to provide each other with key industry-standard metrics on content usage by Station's viewers (e.g., unique users, average time spent, etc.). The presentation and placement of the Fox Programming within Station Sites shall be consistent with then-existing Fox guidelines governing such presentation and placement or otherwise subject to Fox's approval, which shall not be unreasonably withheld. Further, in the event that Licensee desires to grant an Authorized MVPD the right to TVE Distribution of Station's Feed via such Authorized MVPD's primary website and/or application solely within the Station's DMA, Licensee shall submit a separate request for Fox's consent, subject to Rights Limitations, to the inclusion of Fox Programming as part of the Station's Feed distributed by such Authorized MVPD on a live, linear basis, which shall be subject to compliance in all respects with Licensee's obligations under this Agreement. Licensee shall be responsible for securing agreement from Authorized MVPDs to authenticate such MVPD's subscribers at Station Sites and for securing Authorized MVPDs' agreement to comply with Station's obligations set forth herein, including, without limitation, content protection and authentication requirements. Licensee shall provide Fox with 60 days' prior written notice of its intention to commence TVE Distribution and/or to enter into an agreement with an Authorized MVPD for TVE Distribution, and upon receipt of such notice, Fox shall provide Licensee with the current list of Authorized MVPDs, advertising guidelines, then-existing blackout restrictions (as provided below) and technical specifications/requirements, each of which are subject to change at Fox's sole discretion upon reasonable notice given the subject matter in accordance with the terms of this Agreement; provided that any Rights Limitations shall be effective as soon as practicable following notice from Fox. Fox shall send updated information to Licensee as warranted (or otherwise provide such information to Licensee in connection with providing it to Fox Affiliates generally). For the avoidance of doubt, Licensee acknowledges that its rights contained in this subsection 6(d) are subject to and must be exercised consistent with the TVE Distribution rights conveyed by the NFL, MLB, NASCAR, or any other licensor of programming delivered under this Agreement, as those rights may be conditioned, limited or restricted. If Fox determines that rights limitations exist that prevent TVE Distribution of certain Fox Programming by Station (the "Rights Limitations"), Fox reserves the right to blackout such programming from the feed, if provided by Fox. Alternatively, if Licensee is providing the Station's Feed (or the feed in use is not provided by Fox as described above), Fox will inform Licensee of such impacted Fox Programming in advance, and Licensee shall blackout such programming from the Feed. Fox may terminate this Agreement on [REDACTED]'s prior written notice to Licensee if Licensee breaches in a material manner any of the provisions of this subsection 6(d), unless such breach is cured during the [REDACTED] period.

(e) Licensee represents and warrants that the TVE Distribution of Fox Programming contemplated by this Section 6 of (i) any Station-supplied content and (ii) the TVE Units shall not violate or infringe upon the trade name, trademark, copyright, literary or dramatic right, or right of privacy or publicity of any party, or constitute a libel or slander of any party, and shall be otherwise cleared for TVE Distribution in the Territory; provided, however, that the foregoing representations and warranties shall not apply: (1) to public performance rights in music for which Licensee has made commercially reasonable efforts to provide cue sheets, (2) to any material furnished or added by any party other than Licensee or at Licensee's direction after delivery of the programming to Fox or (3) to the extent such programming is changed or otherwise affected by deletion of any material by any party other than Licensee or at Licensee's direction after delivery of the programming to Fox. Licensee agrees to indemnify and hold harmless Fox and its parents, affiliates, subsidiaries, successors and assigns, and the respective owners, officers, directors, agents and employees of each, from and against all liability, actions, claims, demands, losses, damages or expenses (including reasonable attorneys' fees, but excluding Fox's lost profits or Fox's consequential damages, if any) caused by or arising out of (a) Licensee's breach of the representations and warranties set forth in the foregoing sentence, (b) Licensee's failure to blackout programming in accordance with Section 6(d) above, or (c) as a direct result and to the extent caused by or arising out of Licensee's failure to supply cue sheets as provided in Section 6(b) above. Fox agrees to indemnify and hold harmless Licensee and its parents, affiliates, subsidiaries, successors and assigns, and the respective owners, officers, directors, agents and employees of each, from and against all liability, actions, claims, demands, losses, damages or expenses (including reasonable attorneys' fees, but excluding Licensee's lost profits or Licensee's consequential damages, if any) caused by or arising out of Fox's TVE Distribution of Fox Programming, excluding any local content appearing during the Fox Programming and the TVE Units.

(f) For purposes of this Section 6, the following definitions shall apply:

"Authenticated Access" shall mean the process by which Fox Programming is available via the Internet using an Authorized MVPD's authentication system (e.g., a user name and password) only to users who subscribe to and receive the Station's Feed via Authorized MVPDs with a valid and existing retransmission consent agreement with Station.

"Authorized MVPDs" shall mean such MVPDs in the DMA for which Fox may give its prior written approval for TVE Distribution of Fox Programming on an Authenticated Access basis from time to time, provided that such MVPD has a valid and existing retransmission consent agreement with Station. For the avoidance of doubt, Licensee may not authorize the TVE Distribution of Fox Programming by any MVPD without the prior written consent of Fox. Upon written notification from Licensee that the Station does not have a valid and existing retransmission consent agreement² with such MVPD, Fox shall discontinue TVE Distribution with such MVPD in the DMA until such time that Station enters into a new valid retransmission consent agreement with such MVPD.

"Station's Feed" shall mean the signal broadcast and/or transmitted by Station from its facilities, which shall include Station's local programming, Fox Programming, commercial advertisements, promos and, where applicable, Program-Related Material.

"TVE Distribution" shall mean the formatting, encoding, and secure transmission via the Internet (including wireless) on an Authenticated Access basis. For the avoidance of doubt, "TVE Distribution" shall not include programming transmitted by Standard Television means as provided in Section 1 of this Agreement.

7. Force Majeure: Fox shall not be liable to Licensee for failure to supply any Programming or any part thereof, nor shall Licensee be liable to Fox for failure to broadcast any such Programming or any part thereof, by reason of any act of God, labor dispute, non-delivery by program suppliers or others, failure or breakdown of satellite or other facilities, legal enactment, governmental order or regulation or any other similar or dissimilar cause beyond their respective control ("force majeure event"). If, due to any force majeure event(s), Fox substantially fails to provide the Programming to be delivered to Licensee under Paragraph 1 above, or Licensee substantially fails to broadcast such programming as scheduled by Fox, for four consecutive weeks, or for six weeks in the aggregate during any 12-month period, then the other party hereto (the "unaffected party") may terminate this Agreement upon 30 days' prior written notice to the party so failing, which notice may be given at any time prior to the expiration of seven days after the unaffected party's receipt of actual notice that the force majeure event(s) has ended.

8. Assignment: This Agreement shall not be assigned by Licensee without the prior written consent of Fox, which consent shall not be unreasonably withheld or delayed, and any permitted assignment shall not relieve Licensee of its obligations under this Agreement. Any purported assignment by Licensee without such consent shall be null and void and not enforceable against Fox. Licensee shall immediately notify Fox in writing if any application is made to the FCC pertaining to an assignment or a transfer of control of Licensee's license for the Station, or any interest therein. For purposes of this Section 8, a "transfer of control" shall include Licensee's return of Station's FCC license to the government. Except as to "short form" assignments or transfers of control made pursuant to Section 73.3540(f) of the Rules and Regulations of the FCC, Fox shall have the right to terminate this Agreement, effective upon [REDACTED] days' notice to Licensee and the transferee or assignee, which notice may be given at any time within [REDACTED] days after the later occurring of: (a) the date on which Fox learns that such unauthorized assignment or transfer of control has become effective; or (b) the date on which Fox receives written notice of such unauthorized assignment or transfer of control. Licensee agrees, that upon Fox's request, Licensee shall procure and deliver to Fox, in form satisfactory to Fox, the agreement of the proposed assignee or transferee that, upon consummation of the assignment or transfer of control of the Station's authorization, the assignee or transferee will assume and perform this Agreement in its entirety without limitation of any kind. If Licensee fails to notify Fox of the proposed assignment or transfer of control of said Station's authorization, or fails to procure the agreement of the proposed assignee or transferee in accordance with this Paragraph, then such failure shall be deemed a material breach of this Agreement. Without limitation to any other

provision of this Agreement or to any of Fox's rights or remedies, if, without Fox's prior written consent, Licensee enters into any "Local Management Agreement", "Time Brokerage Agreement" or similar arrangement or agreement pertaining to Station operations, or for the use (by lease or otherwise) by any party other than Licensee of any Programmed Time Period or New Programmed Time Period or any significant portion of Station's broadcast time outside of those Fox Time Periods, Fox will have the right at any time to terminate this Agreement on [REDACTED] days' notice to Licensee.

9. Unauthorized Copying: Licensee shall not, and shall not authorize others to, record, copy or duplicate any programming or other material furnished by Fox hereunder, in whole or in part, and shall take all reasonable precautions to prevent any such recordings, copying or duplicating. Notwithstanding the foregoing, if Station is located in the Mountain Time Zone, Licensee may pre-record programming from the satellite feed for later telecast at the times scheduled by Fox. Licensee shall erase all such pre-recorded programming promptly after its scheduled telecast.

10. Term; Termination:

(a) The term of this Agreement shall commence on the Effective Date and shall continue through June 30, 2020 (the "Initial Period"). After the Initial Period, the term of this Agreement may be extended for additional successive periods of one year each, by Fox, in its sole discretion, giving written notice of such extension (the "extension notice") to Licensee at least [REDACTED] days prior to the expiration of the then-current period; provided, however, that if, within [REDACTED] days of Licensee's receipt of the extension notice, Licensee, in its sole discretion, gives Fox written notice that Licensee rejects such extension, then the extension notice shall not be effective and this Agreement shall terminate upon expiration of the then-current period (the Initial Period and any additional successive periods, collectively, the "Term").

(b) Notwithstanding the foregoing, and in addition to Fox's other rights in law or equity, Fox may terminate this Agreement on notice to Licensee (i) in accordance with the provisions of Sections 1(a), 2(c), 2(d), 7, 8, 12, 13, 17 or 18 hereof; or (ii) if Licensee breaches any other material term of this Agreement, including without limitation, Licensee's obligations contained in Section 1(a) hereof.

(c) Upon the termination or expiration of the Term of this Agreement, all of Licensee's and Station's rights to broadcast or otherwise use any Fox Programming or any trademark, logo or other material or item hereunder shall immediately cease and neither Licensee nor Station shall have any further rights whatsoever with respect to any such Fox Programming, material or item.

11. Applicable Law: The obligations of Licensee and Fox under this Agreement are subject to all applicable federal, state, and local laws, rules and regulations (including, but not limited to, the Communications Act of 1934, as amended ("Communications Act"), and the FCC) and this Agreement shall be deemed to have been negotiated and entered into, and this Agreement and all matters or issues collateral thereto shall be governed by, the law of the State of California

applicable to contracts negotiated, executed and performed entirely within that state. With respect to programs offered or already contracted for pursuant to this Agreement, nothing in any other Paragraph hereof shall be construed to prevent or hinder Licensee from (a) rejecting or refusing Fox Programming which Licensee reasonably believes to be unsatisfactory, unsuitable or contrary to the public interest, or (b) substituting a program which, in Licensee's opinion, is of greater local or national importance; provided, however, Licensee shall give Fox written notice of each such rejection or substitution, and the justification therefor, at least [REDACTED] hours in advance of the scheduled broadcast, or as soon thereafter as possible (including an explanation of the cause for any lesser notice). Notwithstanding anything to the contrary expressed or implied herein, the parties acknowledge that Station has the ultimate responsibility to determine the suitability of the subject matter of program content, including commercial, promotional or public service announcements, and to determine which programming is of greater local or national importance, consistent with 47 C.F.R. Section 73.658(e).

12. [INTENTIONALLY OMITTED]

13. Change in Operations: If at any time Station's transmitter location, power, frequency, programming format, hours of operation, technical quality of transmissions or any other material aspect of Station's operations is materially changed such that Fox determines in its reasonable judgment that Station is of materially less value to Fox as a broadcaster of Fox Programming than at the Effective Date, then Fox shall have the right to terminate this Agreement upon [REDACTED] days' prior written notice to Licensee, unless Licensee cures such change during said [REDACTED] day period to Fox's satisfaction.

14. Non-Liability of Board Members: To the extent the Fox Broadcasting Company Affiliates' Association Board of Governors (the "Board") and its members are acting in good faith in their capacity as such, then the Board and each such member so acting shall not have any obligation or legal or other liability whatsoever to Licensee in connection with this Agreement, including without limitation, with respect to the Board's or such member's approval or non-approval of any matter, exercise or non-exercise of any right or taking of or failing to take any other action in connection therewith.

15. Warranties and Indemnities:

(a) Fox represents and warrants that Station's broadcast, in accordance with this Agreement, of any Fox Programming provided by Fox to Station shall not violate or infringe upon the trade name, trademark, copyright, literary or dramatic right, or right of privacy or publicity of any party, or constitute a libel or slander of any party; provided, however, that the foregoing representations and warranties shall not apply: (1) to public performance rights in music, (2) to any material furnished or added by any party other than Fox after delivery of the programming to Station or (3) to the extent such programming is changed or otherwise affected by deletion of any material by any party other than Fox after delivery of the programming to Station. Fox agrees to indemnify and hold harmless Station and its parents, affiliates, subsidiaries, successors and assigns, and the respective owners, officers, directors, agents and

employees of each, from and against all liability, actions, claims, demands, losses, damages or expenses (including reasonable attorneys' fees, but excluding Licensee's or Station's lost profits or consequential damages, if any) caused by or arising out of Fox's breach of the representations and warranties set forth in the foregoing sentence. Fox makes no representations, warranties or indemnities, express or implied, except as expressly set forth in this subparagraph (a).

(b) Without limitation to any of Licensee's other obligations and agreements under this Agreement, Licensee agrees to indemnify and hold harmless Fox and its parents, affiliates, subsidiaries, successors and assigns, and the respective owners, officers, directors, agents and employees of each, from and against all liability, actions, claims, demands, losses, damages or expenses (including reasonable attorneys' fees, but excluding Fox's lost profits or Fox's consequential damages, if any) caused by or arising out of any matters excluded from Fox's representations and warranties by subparagraphs (a)(1), (2) or (3) above, or any breach of any of Licensee's representations, warranties or agreements hereunder or any programming broadcast by Station other than that provided by Fox hereunder.

(c) The indemnitor may assume, and if the indemnitee requests in writing shall assume, the defense of any claim, demand or action covered by indemnity hereunder, and upon the written request of the indemnitee, shall allow the indemnitee to cooperate in the defense at the indemnitee's sole cost and expense. The indemnitee shall give the indemnitor prompt written notice of any claim, demand or action covered by indemnity hereunder. If the indemnitee settles any claim, demand or action without the prior written consent of the indemnitor, the indemnitor shall be released from the indemnity in that instance.

16. Notices: All notices to each party required or permitted hereunder to be in writing shall be deemed given when personally delivered (including, without limitation, upon delivery by overnight courier or other messenger or upon receipt of facsimile copy), upon the date of mailing postage prepaid, addressed as specified below, or addressed to such other address as such party may hereafter specify in a written notice given as provided herein. Such notices to Licensee shall be to the address set forth for Licensee on page 1 of this Agreement. Such notices to Fox shall be to: Fox Broadcasting Company, 10201 West Pico Boulevard, Building 100, Los Angeles, CA 90035, Attn: Broadcast Distribution; with a copy to: Fox Broadcasting Company, 10201 West Pico Boulevard, Building 103, Los Angeles, CA 90035, Attn: Business and Legal Affairs.

17. Retransmission Consent:

(a) Fox acknowledges that Licensee may from time to time grant its consent to the transmission or retransmission by MVPDs of Station's signal in its entirety, including Fox Programming. Fox acknowledges that the rights granted under this Agreement include Licensee's right to authorize retransmission of Fox Programming by MVPDs pursuant to the mandatory carriage provisions or retransmission consent provisions of the Communications Act, as such may be amended from time to time; provided that (i) Licensee grants retransmission consent to such Station's signal in its entirety for simultaneous retransmission on Standard

Television without alteration, and (ii) Licensee shall not grant retransmission consent to any MVPD whose subscribers are located outside of the DMA in which the Station Community is located. Fox shall have the right to terminate this Agreement immediately upon notice to Licensee upon a breach of the provisions of this Section 17.

(b) Neither this Agreement nor any grant by Licensee of retransmission consent conveys any license or sublicense in or to the copyrights of Fox Programming and Fox shall in no way be a party to or incur any duty or other obligation in connection with any retransmission consent granted by Licensee.

(c) For the avoidance of doubt, Licensee acknowledges and agrees that it does not have the right to grant to any MVPD the express and/or affirmative right to distribute, televise, render or otherwise offer through any device or process the Fox Programming in a manner that results in any portion of the audio or video components of the Fox Programming (including commercial advertisements, Fox promos and station identifications contained therein) being made imperceptible in whole or in part, without regard to whether such result occurs at the direction of a viewer.

18. Change In Fox Operations and/or Terms of Doing Business: Notwithstanding anything to the contrary in this Agreement and without limitation to any of Fox's rights, Fox reserves the right (other than with respect to: (i) the first and last sentences of Paragraph 2(e) above; and (ii) Paragraph 11 above) to make changes in its operations and/or terms of doing business that conflict with (or do not conform to) the terms of this Agreement and that will be applicable to Fox Affiliates generally. Fox shall notify Licensee in writing that Fox has made such change and the effective date thereof, and as of said effective date, this Agreement will be deemed amended to reflect such change, unless within [REDACTED] days of Fox's notification to Licensee of such change, Licensee notifies Fox in writing that Licensee rejects such change. If Licensee does so reject said change, then Fox shall have the right for a period of [REDACTED] months from Fox's receipt of Licensee's rejection notice to terminate this Agreement by providing not less than [REDACTED] days' written notice to Licensee.

19. Miscellaneous:

(a) Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between Fox and Licensee.

(b) No waiver of any failure of any condition or of the breach of any obligation hereunder shall be deemed to be a waiver of any preceding or succeeding failure of the same or any other condition, or a waiver of any preceding or succeeding breach of the same or any other obligation.

(c) In connection with Fox Programming, Station shall at all times permit Fox, without charge, to place, maintain and use on Station's premises such reasonable amounts of devices and equipment as Fox shall require, in such location and manner, as to allow Fox to

economically, efficiently and accurately achieve the purposes of such equipment. Station shall operate such equipment for Fox, to the extent Fox reasonably requests, and no fee shall be charged by Station therefor. Licensee shall simultaneously with the execution of this Agreement, execute and return with this Agreement two (2) copies of the Equipment Usage Agreement ("EUA"), as provided to Licensee by Fox.

(d) This Agreement, together with its exhibits and attachments, and the Letter Agreement between the parties of even date herewith (the "Letter Agreement"), constitutes the entire understanding between Fox and Licensee concerning the subject matter hereof and shall not be amended, modified, changed, renewed, extended or discharged except by an instrument in writing signed by Fox and Licensee or as otherwise expressly provided herein or therein. Fox and Licensee each hereby acknowledges that neither is entering into this Agreement in reliance upon any term, condition, representation or warranty not stated herein or in the Letter Agreement. All actions, proceedings or litigation brought against Fox by Licensee shall be instituted and prosecuted solely within the County of Los Angeles, California. Licensee hereby consents to the jurisdiction of the state courts of California and the federal courts located in the Central District of California as to any matter arising out of, or related to this Agreement.

(e) Without limitation to Paragraph 1 above, for purposes of this Agreement, the term "Programs" (and the derivations thereof including, without limitation, "Programming") will include, without limitation, to the extent Fox reasonably elects, television specials, made-for-television movies, television series and all other forms of television motion pictures and programs, as well as any other Program-Related Material, transmitted or otherwise communicated by Fox with the intent that it be perceived or otherwise received, visually or visually and aurally, by television receiver, television monitor or any other device or equipment whatsoever now known or hereafter devised.

(f) Each and all of the several rights and remedies of each party hereto under or contained in or by reason of this Agreement shall be cumulative, and the exercise of one or more of said rights or remedies shall not preclude the exercise of any other right or remedy under this Agreement, at law, or in equity. Notwithstanding anything to the contrary contained in this Agreement, in no event shall either party hereto be entitled to or recover any lost profits or consequential damages because of a breach or failure by the other party, and except as expressly provided in this Agreement to the contrary, neither Fox nor Licensee shall have any right against the other with respect to claims by any third person or other third entity.

(g) If any provision of this Agreement (the "Void Provision"), as applied to either Fox or Licensee or any circumstances, is found to be against public policy or otherwise void or unenforceable, or in conflict with any applicable federal, state or local law, rule or regulation (including without limitation any rule or regulation of the FCC), then commencing within [REDACTED] days following such finding, Fox and Licensee must negotiate in good faith for a period of [REDACTED] days regarding a provision to replace the Void Provision, which provision shall materially meet the intent of the parties as set forth in the Void Provision and essentially preserve the benefits provided by this Agreement to both parties. If the parties are unable to agree on such a

replacement provision for any reason whatsoever, including without limitation due to any constraints imposed by any law, rule or regulation, then either party will have the right to terminate this Agreement at any time on six months prior notice.

(h) Paragraph headings are inserted for convenience only and shall not be used to interpret this Agreement or any of the provisions hereof or given any legal or other effect whatsoever.

(i) Licensee acknowledges that Station's rights contained in this Agreement are subject to and must be exercised consistent with the rights conveyed to Fox by the NFL, MLB, NASCAR or any other licensor of programming delivered under this Agreement as those rights may be conditioned, limited or restricted.

(j) The following provisions shall survive the expiration or termination of this Agreement: Sections 9, 11, 15, 19(d), 19(f), 19(j) and any other provision expressly stating the same.

(k) This Agreement may be executed in separate counterparts, each of which when executed and delivered (including without limitation via facsimile) shall be deemed an original and all of which together shall constitute the same agreement and shall be binding on the parties.

20. News Agreement:

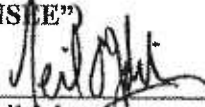
If Licensee broadcasts an on-air, regularly-scheduled local newscast program ("Local Newscast") at any time during the Term, Licensee agrees to participate in the FNN News Edge Service in accordance with the terms and conditions of the FNN News Service Agreement dated as of the date hereof between Licensee and FNN, as it may be supplemented or amended ("News Agreement"). The News Agreement is incorporated herein by this reference, as Exhibit C, and this Agreement is now deemed the "Station Affiliation Agreement" referenced in the News Agreement. Any breach by Licensee of the News Agreement will be a breach by Licensee of this Agreement of equivalent materiality (e.g., a material breach of the News Agreement by Licensee will be a material breach of this Agreement by Licensee).

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

FOX BROADCASTING COMPANY
("FOX")

By: 
Name: Rita Tuzon
Title EVP and General Counsel

KTVU, LLC
("LICENSEE")

By: 
Name: Neil Johnston
Title: Vice President