

provided, however, that if Station's Sweeps Rating ranks Station within the bottom 50% (ranked highest to lowest) of those Fox affiliated stations that are Performing Below Average, then the Applicable Percentage for Station shall be not less than 55% of 100% of said Aggregate Promotional GRP's. Licensee's full compliance with the immediately foregoing sentence shall continue until Licensee is no longer Performing Below Average, as determined by the most recent Sweeps Rating. For purposes hereof, the "Sweeps Rating" shall mean for each station the average A.C. Nielsen rating for the most-current completed "sweeps" period for Adults 18-49 for all prime time hours programmed by Fox. Licensee agrees to maintain complete and accurate records of all promotional announcements broadcast as provided herein. Within two (2) weeks following each request by Fox therefor, Licensee will submit copies of all such records to Fox.

- (b) In addition to providing the promotion announcements referred to above, Fox shall make available to Licensee, at reasonable costs, such other promotional and sales materials as Fox and Licensee may mutually consider appropriate. Licensee shall not delete any copyright, trademark, logo or other notice, or any credit, included in any materials delivered pursuant to this paragraph 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.

5. Commercial Announcements:

- (a) With respect to each hour of Fox programming (other than FCN programming) during prime time, Licensee shall have the right to include six (6) 30-second commercial announcements (inclusive of station breaks). For purposes of this Agreement, "prime time" shall mean: 7:00 P.M. to 11:00 P.M. Eastern and Pacific Time and 6:00 P.M. to 10:00 P.M. Central and Mountain Time.
- (b) With respect to FCN programming, the following provisions of this subparagraph (b) shall apply: Licensee shall have the right to include eight (8) minutes of commercial announcements during each hour of programming between the hours of 7:30 A.M. and 8:30 A.M., and 3:00 P.M. and 5:00 P.M., Monday through Friday (provided that with respect to series that are in the first year of strip exhibition by FCN, Licensee may only include 7 minutes of commercial announcements per each hour during such time periods), four and one-half (4 1/2) minutes of commercial announcements during each hour of programming between the

hours of 8:00 A.M. and 12:00 Noon, Saturday, and six and one-half (6 1/2) minutes of commercial announcements during each hour of programming between the hours of 8:00 A.M. and 10:00 A.M., Sunday. Notwithstanding the foregoing provisions of this subparagraph (b):

- (1) Subject to the approval of the Fox Broadcasting Company Affiliates' Association Board of Governors (the "Board"), FCN shall have the right, upon sixty (60) days notice (90 days notice with respect to the 4th calendar quarter), at any time and from time to time, for such periods as FCN shall designate, to reduce Licensee's commercial announcement time (and replace it with FCN's commercial announcement time) by up to one (1) minute per each one-half hour of programming, to the extent FCN requires in its reasonable discretion to cover FCN's production, promotion, overhead, interest, operational and other actual and/or anticipated expenses and other obligations (including without limitation, claims). Except as expressly provided otherwise, the terms "approval of the Board" or "Board approval" as used in this Agreement or in Exhibit C hereto shall mean the approval in writing of a majority of the Board. Likewise, the terms "the Board shall have the right" and "the Board may elect" as used in this Agreement and Exhibit C hereto shall mean that such right or election may be exercised only by the written approval of such majority.
- (2) Subject to the approval of the Board (for a Board member to vote for approval under this subparagraph (2), the Board member must have received the approval of a majority of the stations the member represents), FCN shall have the right to further reduce Licensee's commercial announcement time (and replace it with FCN's commercial announcement time), beyond the one (1) minute reduction provided for in subparagraph (1) immediately above, under the terms set forth in said subparagraph.
- (3) After consultation with the affiliates, the Board shall have the right from time to time, on behalf of the FCN affiliates, to appoint FCN to administer the sale of such of the commercial time allocated by FCN to its affiliates (the "Affiliate Time") as the Board may determine should be sold on a national basis (for a Board member to vote for approval under this subparagraph (3), the Board member must have received the approval of a majority of the stations the member represents).

The amount of commercial time that FCN so administers shall be deducted from the commercial announcement time (after any reductions pursuant to subparagraphs (b)(1) and (2) immediately above or subparagraph (c) below) allocated to Licensee under this Agreement. To the extent FCN is so appointed and agrees to so act, the revenues derived from such sale of the Affiliate Time, after deduction of advertising agency commissions and a fee to Fox Broadcasting Company ("FBC") equal to 15% of 100% of the net advertising revenue (i.e., the gross advertising revenue, reduced by advertising agency commissions, but without any other deductions of any kind), shall be accounted for separate from any Net Profit accountings under this Agreement and, to the extent such revenue is actually collected by FCN, FCN shall, within 60 days following the end of the calendar quarter during which the applicable Affiliate Time is sold (or the revenue is received, if later), distribute a share of such revenue (less such agency commissions and 15% fee) to Licensee. Such share shall be determined in accordance with the same formula that is used under Paragraph 6 hereof to determine Licensee's share of Net Profits.

- (4) To the extent approved by the Board, FCN shall be entitled to commercial "make-goods," in the morning dayparts of its affiliates (including Station) during the 1st through 3rd calendar quarters, to cover afternoon ratings' shortfalls for FCN programming.
  - (5) The allocations of commercial announcement time to Licensee set forth above in this subparagraph (b) shall apply only to FCN programming that is produced and owned by FCN, and with respect to any other FCN programming (including without limitation, programming licensed to FCN by another party), the commercial announcement time allocated to Licensee shall be as determined by FCN and approved by the Board.
- (c) Except as expressly provided for above in this Paragraph 5, Fox shall determine the number and length of the commercial announcements that Licensee may include in Fox Programming. The placement, timing and format of Fox's and Licensee's commercial announcements shall be determined by Fox. Fox will 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.

Without limitation to the foregoing provisions of this subparagraph (c), FCN shall be entitled in any event to, in each hour of programming between the hours of 7:30 A.M. and 8:30 A.M., and 3:00 P.M. and 5:00 P.M., Monday through Friday, and 8:00 A.M. and 10:00 A.M., Sunday, at least four (4) minutes for commercial advertising, and one (1) minute for network promo's, network id's and other non-commercial advertising announcements, and to, in each hour of programming between the hours of 8:00 A.M. and 12:00 Noon, Saturday, at least six (6) minutes for commercial advertising, and one (1) minute for network promo's, network id's and other non-commercial advertising announcements (said applicable 5 or 7 minutes are collectively the "FCN Minimum Time"), and in the event any state, federal (including without limitation, FCC) or other governmental law, regulation or rule or any other action shall reduce or otherwise limit the commercial advertising and/or other non-program time that can be used in any or all FCN programming, then FCN shall, notwithstanding the provisions of subparagraphs (5)(b)(1) and (b)(2) above, be entitled to reduce the commercial announcement time available to Licensee to the extent necessary to provide FCN with the FCN Minimum Time.

- (d) With respect to all Fox programming broadcast by Licensee, Licensee's broadcast over the Station of the commercial announcements included by Fox in such programming is of the essence of this Agreement, and nothing contained in Paragraph 3 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 so broadcast said commercial announcements. Licensee agrees to maintain complete and accurate records of all commercial announcements broadcast as provided herein. Within two (2) weeks following each request by Fox therefor, Licensee will submit copies of all such records to Fox.

6. Station Compensation:

- (a) Subject to the performance of Licensee's obligations hereunder, Fox agrees to pay Licensee, with respect to Fox programming other than FCN programming, and Licensee agrees to accept, compensation (the "Station Compensation") determined in accordance with Fox's current, standard, performance-based station compensation formula (the "Current Formula"). Notwithstanding the foregoing or anything to the contrary in this Agreement,

and in lieu of the Current Formula, Fox shall have the right at any time and from time to time, upon not less than 15 days written notice to Licensee (the "Change Notice"), to thereafter calculate the Station Compensation in accordance with such other formula(s), based in whole or in part upon Station's relative rating performance and/or other factors, as may be determined by Fox; provided, however, that: (1) the formula(s) to which each applicable Change Notice relates (the "New Formula") shall not become effective prior to the commencement of the calendar quarter following such Change Notice, and (2) in the event the New Formula is not to be generally applied to Fox's affiliated stations and is substantially different from the applicable formula(s) to be replaced by the New Formula, then Licensee shall have the right, by written notice to Fox within 15 days of Licensee's receipt of the Change Notice, to terminate this Agreement effective 60 days after Fox's receipt of Licensee's termination notice. Payment of the Station Compensation will be made 60 days after the end of each full or partial calendar quarter within the term of this Agreement ("accounting period"); provided, however, that notwithstanding anything to the contrary contained herein, for any such partial calendar quarter, the applicable Station Compensation shall be that provided above, prorated according to Fox's then-current standard Station Compensation proration procedure applied by Fox for such quarter.

- (b) Subject to the terms and conditions of this Agreement, FCN shall divide FCN's programming Net Profits among FCN's affiliates. Subject to the condition that Licensee is not in breach of this Agreement, FCN shall pay Licensee a share of such Net Profits, which share shall be determined based upon the relative cumulative, aggregate audience delivery of Station for FCN programming (i.e., as compared to the cumulative, aggregate audience delivery for all FCN affiliates, past and present), and audience delivery shall be determined in accordance with the method utilized as of September 3, 1990 by Fox with respect to Fox programming (other than FCN programming) in its formula for distribution of station compensation to its affiliates (except that the rating base shall be kids, ages 2 to 11); provided, however, that said formula for dividing Net Profits may be changed or modified to contain in whole or in part such other factors as FCN shall determine from time to time, to the extent such changes and/or modifications are approved by the Board. For purposes hereof, the term "Net Profits" shall be defined, computed, accounted for and paid in accordance with Exhibit C attached hereto and incorporated herein by this reference. In the event that

this Agreement is terminated or otherwise expires, the provisions of Paragraph 6 of said Exhibit C shall apply. Notwithstanding anything to the contrary in this Agreement or in Exhibit C hereto, in no event shall the provisions of Exhibit C hereto or of this subparagraph (b) apply to any Fox programming other than the FCN programming specifically covered by Paragraph 2 of Exhibit C hereto.

7. Force Majeure: Neither Fox nor FCN shall be liable to Licensee for failure to supply any programming or any part thereof, nor shall Licensee be liable to Fox or FCN 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 4 consecutive weeks, or for 6 weeks in the aggregate during any 12-month period, then the other party hereto (the "unaffected party") may terminate this Agreement upon thirty (30) days prior written notice to the party so failing, which notice may be given at any time prior to the expiration of 7 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, and any permitted assignment shall not relieve Licensee of its obligations hereunder. Any purported assignment by Licensee without such consent shall be null and void and not enforceable against Fox. Licensee also agrees that if any application is made to the Federal Communications Commission pertaining to an assignment or a transfer of control of Licensee's license for the Station, or any interest therein, Licensee shall immediately notify Fox in writing of the filing of such application. Except as to "short form" assignments or transfers of control made pursuant to Section 73.3540(f) of the Rules and Regulations of the Federal Communications Commission, Fox shall have the right to terminate this Agreement, effective upon thirty (30) days notice to Licensee and the transferee or assignee of such termination, which notice may be given at any time within ninety (90) days after the later occurring of: (a) the date on which Fox learns that such assignment or transfer has become effective, or (b) the date on which Fox receives written notice of such assignment or transfer, or (c) the effective date of this Agreement (the foregoing termination provision shall apply to any assignments or transfers of control that become effective at any time on or after the beginning of the sixth month prior to the effective date of this Agreement). 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.

9. Unauthorized Copying: Licensee shall not, and shall not authorize others to, record, copy or duplicate any programming and 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: The term of this Agreement shall commence on \_\_\_\_\_ and shall continue until the expiration of \_\_\_\_\_ (the "initial period"). After the initial period, the term of this Agreement may be extended for additional successive periods of two (2) years each, by Fox, in its sole discretion, giving written notice of such extension (the "extension notice") to Licensee at least one hundred twenty (120) days prior to the expiration of the then-current period; provided, however, that if, within thirty (30) 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. Any presently existing Station Affiliation Agreements between Fox and Licensee and FCN and Licensee shall be deemed terminated as of the commencement of this Agreement; provided, however, any presently existing Network Non-Duplication Amendment to any such existing Station Affiliation Agreement shall remain in full effect and be deemed a part of this Agreement and is incorporated herein by this reference. Notwithstanding anything to the contrary contained in this Agreement, 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 program 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 program, 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, and the rules and regulations of the Federal Communications Commission) 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 therein. 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 programs 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 72 hours in advance of the scheduled broadcast, or as soon thereafter as possible (including an explanation of the cause for any lesser notice). Programming will be deemed to be unsatisfactory or unsuitable only if it (i) is delivered in a form which does not meet accepted standards of good engineering practice; (ii) does not comply with the rules and regulations of the FCC; or (iii) differs substantially in style and content from Fox programming which Licensee has broadcast previously and which Licensee reasonably believes would not meet prevailing contemporary standards of good taste in its community of license. Licensee confirms that no programming will be deemed to be unsatisfactory, unsuitable or contrary to the public interest based on programming performance or ratings, advertiser reactions or the availability of alternative programming (including sporting events) which Licensee believes to be more profitable or more attractive. In view of the limited nature of the Fox programming within each day-part as specified in Section 3(b), Licensee does not foresee any need to substitute programming of greater local or national importance for Fox programming, except in those circumstances requiring live coverage of fast-breaking news events.

12. Station Acquisition by Fox: In the event that Fox or any of Fox's parent, affiliated, subsidiary or related companies or other entities acquires any significant ownership and/or controlling interest in any television broadcast station licensed to any community within Station's television market, then Fox shall have the right to terminate this Agreement, upon not less than sixty (60) days notice to Licensee. Said termination shall be effective as of such date as Fox shall designate in said notice.

13. Change in Operations: In the event that Station's transmitter location, power, frequency, programming format or hours of operation are materially changed at any time so that Station is of less value to Fox as a broadcaster of Fox programming than at the date of this Agreement, then Fox shall have the right to terminate this Agreement upon thirty (30) days prior written notice to Licensee.

14. Consultation With Board: With respect to any significant future expansions by Fox of its national program service, including expansions into additional dayparts, Fox will consult in advance with the Fox Broadcasting Company Affiliates Association Board of Governors; provided, however, that all decisions shall be made by Fox in its sole discretion.

15. Non-Liability of Board Members: To the extent the Board and its members are acting 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 or Exhibit C hereto, 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.

16. Warranties and Indemnities:

- (a) Fox represents and warrants that the broadcasting by Station, 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.

17. 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 or when delivered charges prepaid to the telegraph office for transmission, 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, Los Angeles, CA 90035, Attn: Affiliate Relations; with a copy to: Fox Broadcasting Company, 10201 West Pico Boulevard, Los Angeles, CA 90035, Attn: Legal Affairs.

18. Retransmission Consent. If Licensee is accorded the right under any local, state or federal rule, regulation or law to elect to require any cable television system or other distribution system to obtain Licensee's consent to such system's transmission or retransmission of Station's broadcast of any Fox programming, or is given any similar right, then Licensee and Fox shall negotiate in good faith, for a period of not less than sixty days (60), regarding whether such consent is to be given (including without limitation, whether Licensee shall or shall not, in lieu of requiring consent, elect to require any system to comply with any "must carry" rules, regulations or laws) and, if so, the terms under which it is to be given (including without limitation, the amount of compensation to be paid by the system for such consent and the division of that compensation between Licensee and Fox).

If Fox and Licensee do not reach agreement with respect to all of the foregoing matters, then without limitation to any of Fox's rights under this Agreement, Fox shall have the right to terminate this Agreement upon 30 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, at Fox's expense, 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.
- (d) This 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. 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, and that this Agreement replaces any and all prior and contemporaneous agreements, whether oral or written, pertaining to the subject matter hereof.
- (e) 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.

- (f) It is understood that FCN is indemnifying Fox in connection with all costs, expenses, liabilities and other matters relating to the FCN programming covered hereunder.
- (g) 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.

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:   
VICE PRESIDENT  
Title: NATIONAL AFFILIATE RELATIONS





Gentlemen:

The following shall comprise the agreement between us for the affiliation of your television broadcasting station (you and collectively herein called "Station") with the NBC Television Network (herein called "NBC") and shall supersede and replace our prior agreement dated except for the most recent amendment with respect to network non-duplication protection under Federal Communications Commission ("FCC") Rules Section 76.92.

1. Term. This Agreement shall become effective at 3:00 A.M., New York City time on the and, unless sooner terminated as provided in this Agreement, it shall remain in effect for a period of ten (10) years thereafter. It shall then be renewed on the same terms and conditions for a further period of five (5) years and for successive further periods of five (5) years each, unless and until either party shall, at least twelve (12) months prior to the expiration of the then current term, give the other party written notice that it does not desire to have this Agreement renewed for a further period.

2. NBC Programming.

(a) NBC shall deliver to Station for free, over-the-air television broadcasting all programming which NBC makes available for broadcasting in the community to which Station is presently licensed by the FCC, except as otherwise expressly provided herein.

(b) NBC commits to supply sufficient programming throughout the term of this Agreement for the hours presently programmed by it (the "Programmed Time Periods"), which Programmed Time Periods are as follows (the specified times are all local time in Station's community of license):

Prime Time: Monday thru Saturday - 7:00-10:00 P.M.  
Sunday - 6:00-10:00 P.M.

Late Night: Monday thru Thursday - 10:35 P.M. -  
1:05 A.M.  
Friday - 10:35 P.M. - 1:35 A.M.  
Saturday - 10:30 P.M.-12:00 Midnight

News: Monday thru Friday - 5:30-6:00 A.M.,  
7:00-9:00 A.M. and 5:30-6:00 P.M.  
Saturday - 7:00-9:00 A.M. and 5:30-  
6:00 P.M.  
Sunday - 7:00-9:00 A.M. and  
5:30-6:00 P.M.

Daytime: Monday thru Friday - 10:00 A.M.-12:00  
Noon and 12:30-2:30 P.M.  
Saturday - 9:00 A.M.-11:30 A.M.

The selection, scheduling, substitution and withdrawal of any program or portion thereof delivered to Station during the Programmed Time Periods shall at all times remain within the sole discretion and control of NBC. The parties acknowledge that local and network programming needs may change during the term of this Agreement, and each party agrees throughout the term to negotiate in good faith with the other party any proposed modification of the Programmed Time Periods.

(c) In addition to the programming supplied pursuant to Paragraph 2(b) above, NBC shall offer Station throughout the term of this Agreement a variety of sports, special events and overnight news programming for television broadcast at times other than the Programmed Time Periods. Station shall have the right of first refusal with respect to any such programming good for seventy-two (72) hours as against any other television station located in Station's community of license or any television program transmission service furnishing a television signal to Station's community of license, including, but not limited to, any community antennae television system, subscription television service, multipoint distribution system and satellite transmission service. Station shall notify NBC of its acceptance or rejection of NBC's offer of such programming as promptly as possible. Station's acceptance of NBC's offer shall constitute Station's agreement to broadcast such programming in accordance with the terms of such offer and this Agreement. Notwithstanding any other provision in this Agreement, no pre-existing acceptance of NBC programming shall be superseded or otherwise affected by this Agreement, and those acceptances shall remain in full force and effect. With respect to NBC programs outside the Programmed Time Periods (either offered or already contracted for pursuant to this Agreement), nothing herein contained shall prevent or hinder NBC from (i) substituting one or more sponsored or sustaining programs, in which event NBC

shall offer such substituted program or programs to Station in accordance with the provisions of this Paragraph 2(c), or (ii) canceling one or more such NBC programs; provided, however, that NBC shall exercise all reasonable efforts to give Station at least three (3) weeks prior written notice of such substitution or cancellation. Station shall not be obligated to broadcast, and NBC shall not be obligated to continue to deliver, subsequent to the termination of this Agreement, any programs which NBC may have offered and which Station may have accepted during the term hereof.

3. Station Carriage in Programmed Time Periods.

(a) Station agrees that, subject only to the preemption rights contained in Paragraph 4(c) below, including Station's unqualified right to preempt for local live coverage of news events, Station shall broadcast over Station's facilities all NBC programming supplied to Station for broadcast in the Programmed Time Periods on the dates and at the times the programs are scheduled by NBC, except to the extent that Station is actually broadcasting programming pursuant to (and within the specified limits of) a commitment contemplated by Paragraph 3(b) below.

(b) As an inducement for NBC to enter into this Agreement, Station covenants, represents and warrants to NBC that during any Broadcast Year (as hereinafter defined) during the term hereof, Station shall preempt no more than thirty-five (35) hours in the aggregate of NBC programs during the Prime Time Programmed Time Period for any reason other than for the live coverage of news events (the "Prime Time Preemption Amount"). For the purposes of this Agreement, a "Broadcast Year" shall mean a twelve (12) month period during the term hereof which commences on any September 1 during the term hereof and which ends on August 31 of the immediately following year. Station hereby confirms that its rights and obligations under this Paragraph 3(b) are consistent with its rights and obligations referred to in Paragraph 4(c) below.

(c) The Station hereby agrees to accept and clear all sports programming offered to the Station by NBC outside the Programmed Time Periods ("NBC Sports Programming"), except for NBC sports programming which directly conflicts with Station's coverage of sports events and special events of particular local interest (collectively, such coverage of such sports events and special events are referred to below as "Special Programs"); provided that the foregoing shall be applicable only for as long as NBC does not schedule a substantially greater number of hours of NBC Sports Programming as compared with the number of such hours scheduled during the 1993-1994 Broadcast Year. Station acknowledges the substantial investment in network sports programming to be incurred during the term of this Agreement in order to provide Station with network-quality sports programming.

Station further acknowledges that in view of NBC's substantial investment in network sports programming and Station's rights under this Paragraph 3(c), Station does not foresee any need to substitute programming of any kind for NBC Sports Programming, except as follows with respect to Special Programs. Station agrees not to broadcast more than forty (40) hours of Special Programs outside the Programmed Time Periods in the aggregate during any Broadcast Year during the term of this Agreement which would conflict with NBC Sports Programming outside the Programmed Time Periods (the "Sports Preemption Amount").

(d) Notwithstanding the foregoing provisions of subparagraphs (b) and (c) above and without limiting the provisions thereof, Station agrees that, in any one (1) month period during a Broadcast Year, Station's preemptions of NBC Prime Time programs and NBC Sports Programming shall not exceed 20% of, respectively, the Prime Time Preemption Amount and the Sports Preemption Amount, unless otherwise consistent with Station's programming practice.

#### 4. Preemptions.

(a) In the event that Station, for any reason, fails to broadcast or advises NBC that it will not broadcast any NBC programming as provided herein, then, in each case, Station, upon notice from NBC to Station, shall broadcast such omitted programming and the commercial announcements contained therein (or any replacement programming and the commercial announcements contained therein) during a time period or periods which the parties shall promptly and mutually agree upon and which shall, to the extent possible, be of a quality and rating value comparable to that of the time period or periods at which such omitted programming was not broadcast as provided herein. In the event that the parties do not promptly agree upon a time period or periods as provided in the preceding sentence, then, without limitation to any other rights of NBC under this Agreement or otherwise, NBC 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 community of license.

(b) For the purposes of this Agreement, an "Authorized Preemption" shall mean: any failure to broadcast due to force majeure as provided for in Paragraph 12 below, any preemption permitted by Paragraphs 3(b), 3(c) or 3(d) above, and any preemption permitted by Paragraph 4(c) below. Any other preemption or failure to broadcast any NBC programming shall be deemed an "Unauthorized Preemption" and, without limiting any other rights of NBC under this Agreement or otherwise, upon NBC's request, Station shall pay NBC, or NBC may deduct or offset from any amounts payable to Station hereunder or under any other agreement between Station and NBC (or an entity controlling, controlled by or under common control with NBC), an amount

equivalent to NBC's loss in net advertising revenues attributable to the failure of Station to broadcast such program in Station's market as scheduled by NBC, which amount shall be calculated in accordance with Exhibit A hereto; provided, however, that the maximum amounts payable by Station to NBC pursuant to this Paragraph 4(b) shall not exceed an amount equal to (x) two (2) times (y) the aggregate of the compensation that would have been payable by NBC to Station pursuant to Paragraph 5(a) hereof and any additional consideration payable pursuant to Paragraph 6 hereof if Station had not preempted such NBC programming. Any failure by Station to pay any amount due under this Paragraph 4(b) shall be deemed a material breach of this Agreement, and NBC shall have the option, exercisable in its sole discretion upon thirty (30) days' written notice to Station, to either (i) terminate Station's right to broadcast any one or more series or other NBC programs, as NBC shall elect, and, to the extent and for the period(s) that NBC elects, thereafter license the broadcast rights to such series or other NBC program(s) to any other television station or stations located in Station's community of license or (ii) unless the breach is cured within such thirty (30) day period, terminate this Agreement.

(c) With respect to programs offered or already contracted for pursuant to this Agreement, nothing herein contained shall be construed to prevent or hinder Licensee from: (i) rejecting or refusing any NBC program which Station reasonably believes to be unsatisfactory or unsuitable or contrary to the public interest, or (ii) substituting a program which, in Station's opinion, is of greater local or national importance; provided, however, that Station shall give NBC written notice of each such rejection, refusal or substitution, and the reason therefor, at least three (3) weeks in advance of the scheduled broadcast, or as soon thereafter as possible (including an explanation of the cause for any lesser notice). Programming shall be deemed to be unsatisfactory or unsuitable or contrary to the public interest only if: (A) it is delivered in a form which does not meet accepted standards of good engineering practice; (B) it does not comply with the rules and regulations of the FCC; or (C) Station reasonably believes that such programming would not meet prevailing contemporary standards of good taste in its community of license. Station acknowledges that NBC programming previously broadcast by Station has generally been consistent with the foregoing standards; Station also agrees that Station's reasonable belief that an NBC program does not meet such standards will be based on a substantial difference in such program's style and content from NBC programs previously broadcast by Station, unless the relevant standards in the Station's community of license have changed. Station confirms that no NBC programming shall be deemed to be unsatisfactory, unsuitable or contrary to the public interest based on programming performance or ratings, advertiser reaction or the availability of alternative programming (including, but not limited to, sporting events, program length commercials and

infomercials, and other paid programming) which Station believes to be more profitable or more attractive. Station acknowledges the substantial investment in network programming to be incurred during the term of this Agreement in order to provide Station with network-quality news, public affairs, entertainment, sports, children's and other programming during the Programmed Time Periods. Station further acknowledges that in view of NBC's substantial investment in network programming, the amount of broadcast time available to Station outside the Programmed Time Periods and Station's rights under Paragraph 3(b) above, Station does not foresee any need to substitute programming of any kind for NBC programming, except in those circumstances requiring local live coverage of news events.

5. Station Compensation. In further consideration of Station's performance of its obligations under this Agreement NBC shall compensate Station as follows:

(a) (i) NBC shall pay Station for Station's broadcast of each network sponsored program or portion thereof (except those specified in Paragraph 5(b) below) which is broadcast during the Live Time Period therefor the amount resulting from multiplying the following:

- (A) Station's Network Station Rate, which is \$        ;  
by
- (B) The percentage set forth in the compensation matrix table attached hereto as Exhibit B (the "Compensation Table") opposite the applicable time period; by
- (C) The fraction of an hour substantially occupied by such program or portion thereof; by
- (D) The fraction of the aggregate length of all Commercial Availabilities during such program or portion thereof occupied by Network Commercial Announcements.

As used herein, "Live Time Period" shall mean the time period or periods as specified by NBC for the broadcast of a program by Station; "Commercial Availability" shall mean a period of time made available by NBC during a network sponsored program for one or more Network Commercial Announcements; and "Network Commercial Announcement" shall mean a commercial announcement broadcast over Station during a Commercial Availability and paid for by or on behalf of one or more of NBC's network advertisers, not including, however, announcements consisting of billboards, credits, public service announcements, promotional announcements and announcements required by law.

(ii) For each network sponsored program or portion thereof (except those specified in Paragraph 5(b) below) which is broadcast by Station during a time period other than the Live Time Period therefor, NBC reserves the right, in its sole discretion, to withhold payment of compensation for such program. If NBC does not withhold payment of compensation for such program, NBC shall pay Station as if Station had broadcast the program or portion thereof during such Live Time Period, except that if the percentage set forth in the Compensation Table opposite the time period during which Station broadcasts the program or portion thereof is less than that set forth opposite such Live Time Period, NBC shall pay Station on the basis of the time period during which Station broadcasts the program or portion thereof.

(b) NBC shall pay Station such amounts as NBC and Station shall agree upon for all network sponsored programs broadcast by Station consisting of:

(i) Sports programs;

(ii) Special events programs, and

(iii) Programs for which NBC specifies a Live Time Period which straddles any of the time period categories in the Compensation Table.

(c) (i) On or about the fifteenth day of the last month of each calendar quarter during the term hereof, subject to the timely receipt of reports requested under Paragraph 10 below, NBC shall pay Station, by electronic transfer or such other means as NBC shall determine, an estimate of the amounts due hereunder for such calendar quarter. NBC shall make the appropriate adjustment for the payment actually due for such calendar quarter in the payment of the estimated amount due for the next calendar quarter. NBC shall calculate the amounts due hereunder on a weekly basis and shall report such amounts to Station within a reasonable period of time after the close of each month during the term.

(ii) From the amounts otherwise payable to Station hereunder, NBC shall deduct for each calendar quarter during the term hereof a sum equal to 217% of Station's Network Station Rate provided in subparagraph 5(a)(i)(A) above (the "Waiver Percentage"). This deduction shall be calculated on a weekly basis, with 4.2857 as the agreed number of weeks per month, and shall be reported to Station with the reports due under subparagraph 5(c)(i) above. NBC shall make other deductions from the amounts otherwise payable to Station hereunder for additional services made available by NBC and

utilized by Station such as, but not limited to, NBC News Channel.

(d) (i) As part of NBC's customary annual performance evaluation of the NBC affiliated broadcast television stations (collectively, the "NBC Affiliates"), NBC may decrease or increase the Pool (as defined below) only by a percentage amount which is equal to or less than the corresponding percentage decrease or increase, as applicable, in the Adult Audience Delivery (as defined below) during the prior Broadcast Year as compared to the Adult Audience Delivery during the Broadcast Year immediately preceding such prior Broadcast Year. Notwithstanding the foregoing, (A) any such adjustment in the amount of the Pool for any calendar year during the term of this Agreement shall not exceed five percent (5%) of the amount of the Pool for the prior calendar year, and (B) the 1994 Pool amount shall remain in effect during calendar years 1995 and 1996. As used herein, "Pool" shall mean, with respect to any calendar year, the aggregate of the Network Station Rates for all NBC Affiliates during such calendar year, and "Adult Audience Delivery," with respect to any Broadcast Year, shall mean the Adult 18-49 audience delivery of all NBC Affiliates as measured by the average of the NSI Sweeps in November, February and May during such Broadcast Year or such other demographic that becomes the primary selling demographic for Prime Time by the NBC Television Network; provided that in the event NBC changes its Primary Selling Demographic with respect to a Broadcast Year during the term hereof, NBC shall announce such change during July preceding the commencement of such Broadcast Year.

NBC reserves the right as part of a general rate revision to reevaluate and change at any time the Waiver Percentage set forth in subparagraph 5(c)(ii) above, by giving written notice to Station at least thirty (30) days prior to the effective date of such change; provided, however, that the parties agree that NBC may only increase the Waiver Percentage by reason of an increase in NBC's technical costs of delivering programs to the NBC Television Network; provided, further, that any such increase shall be subject to review by the NBC Affiliate Board. NBC and the Station further agree that Station's Network Station Rate as set forth in Paragraph 5(a)(i)(A) hereof and the Compensation Table attached hereto as Exhibit B shall only be modified during the term of this Agreement as may be mutually agreed to by NBC and Station.

(ii) Notwithstanding anything contained in subparagraph 5(d)(i) to the contrary, the parties acknowledge that the payment of compensation to Station hereunder is in consideration of certain commitments by

Station, including commitments regarding Station's local news program schedule and promotion of NBC programming as respectively set forth in Exhibits C and D attached hereto, which Exhibits are incorporated herein by this reference. In the event that Station does not fulfill (A) the commitments set forth in Exhibit C or (B) such commitments as are set forth in Exhibit D in all years during the term of this Agreement, NBC reserves the right to decrease Station's Network Station Rate and the percentages in the Compensation Table and to increase Station's Waiver Percentage by notifying Station in writing at least ninety (90) days prior to the effective date of such change; in such event, Station shall not be entitled to the termination rights set forth in subparagraph 5(d)(i) above.

6. Additional Consideration. In consideration of Station's entering into this Agreement and Station's performance of its obligations under this Agreement, NBC agrees to pay to Paxton Media Group, Inc. the additional amounts (the "Additional Payments") set forth on Exhibit E hereto.

7. Local Commercial Announcements. Subject to the following sentence, NBC agrees that during each quarter during the term of this Agreement, the average weekly number of minutes available for Station's local commercial announcements in and adjacent to regularly scheduled NBC programming in each daypart (with pro-rated adjustments for national sports programming, special news coverage or other special events) shall not be less than ninety-five percent (95%) of the average weekly number of minutes for the applicable daypart during the 1993-94 Broadcast Year as set forth in Exhibit F attached hereto (except if the reduction is due to a change in applicable government regulations). In the event of a reduction in the average weekly number of minutes available for Station's local commercial announcements in and adjacent to regularly scheduled NBC programming which causes NBC not to be in compliance with the foregoing provision, NBC agrees to offset the effects of such reduction by providing Station with a comparable economic benefit, which benefit may take the form of local coverage of NBC promotional announcements, an increase in Station's "Authorized Preemptions" hereunder, or other form of benefit. The foregoing provisions of this Paragraph 6 are not intended to facilitate any disproportionate change by NBC in the allocation of the number of minutes available for Station's local commercial announcements in and adjacent to regularly scheduled NBC programming among different time periods in any daypart, if such change is solely for NBC's economic benefit.

8. Delivery. NBC shall transmit the programming hereunder by satellite and shall notify Station as to both the satellite and transponder being used for such transmission, and the programming shall be deemed delivered to Station when transmitted

to the satellite. Where, in the opinion of NBC, it is impractical or undesirable to furnish a program over satellite facilities, NBC may deliver the program to Station in any other manner, including but not limited to, in the form of motion picture film, video tape or other recorded version, postage prepaid, in sufficient time for Station to broadcast the program at the time scheduled. Such recordings shall be used only for a single television broadcast over Station, and Station shall comply with all NBC instructions concerning the disposition to be made of each such recording received by Station hereunder.

9. Conditions of Station's Broadcast. Station's broadcast of NBC programming shall be subject to the following terms and conditions:

(a) Station shall not make any deletions from, or additions or modifications to, any NBC program furnished to Station hereunder or any commercial, NBC identification, program promotional or production credit announcements or other interstitial material contained therein, nor broadcast any commercial or other announcements (except emergency bulletins) during any such program, without NBC's prior written authorization. Station may, however, delete announcements promoting any NBC program which is not to be broadcast by Station, provided that such deletion shall be permitted only in the event and to the extent that Station substitutes for any such deleted promotional announcements other announcements promoting NBC programs to be broadcast by Station.

(b) For purposes of identification of Station with the NBC programs, and until written notice to the contrary is given by NBC, Station may superimpose on various Entertainment programs, where designated by NBC, a single line of type, not to exceed fifty (50) video lines in height and situated in the lower eighth raster of the video screen, which single line shall include (and be limited to) Station's call letters, community of license or home market, channel number, and the NBC logo. No other addition to any Entertainment program is contemplated by this consent, and the authorization contained herein specifically excludes and prohibits any addition whatsoever to News and Sports programs, except identification of Station as provided in the preceding sentence as required by the FCC.

(c) The placement and duration of station-break periods provided for locally originated announcements between NBC programs or segments thereof shall be designated by NBC. Station shall broadcast each NBC program delivered to Station hereunder from the commencement of network origination until the commencement of the terminal station break.

(d) In the event of the confirmation by NBC of any violation by Station of any of the provisions of this Paragraph 9, NBC may, in its reasonable discretion, withhold an amount of

compensation otherwise due Station under Paragraph 5 above which is appropriate in view of the nature of the specific violation, it being understood that the amount withheld for any violation shall not exceed the total compensation due Station for the week in which such violation occurs. Nothing herein contained shall limit the rights of Station under Paragraph 4(c) above.

10. Station Reports. Station shall submit to NBC in writing, upon forms provided by NBC, such reports as NBC may request covering the broadcast by Station of programs furnished to Station hereunder.

11. Music Performance Rights. All programs delivered to Station pursuant to this Agreement shall be furnished with all music performance rights necessary for broadcast by Station included. Station shall have no responsibility for obtaining such rights from ASCAP, BMI or other music licensing societies insofar as the programs delivered by NBC to Station for broadcasting are concerned. As used in this paragraph, "programs" shall include, but shall not be limited to, program and promotional material and commercial and public service announcements furnished by NBC. Station shall be responsible for all music license requirements for any commercial and public service announcements or other material inserted by Station within or adjacent to the programs as permitted under the terms of this Agreement, except for cut-ins produced by or on behalf of NBC and inserted by Station at NBC's direction.

12. Force Majeure. Neither Station nor NBC shall incur any liability hereunder because of NBC's failure to deliver, or the failure of Station to broadcast, any or all programs due to failure of facilities, labor disputes, government regulations or causes beyond the reasonable control of the party so failing to deliver or to broadcast. Without limiting the generality of the foregoing, NBC's failure to deliver a program for any of the following reasons shall be deemed to be for causes beyond NBC's reasonable control: cancellation of a program because of the death, illness or refusal to appear or perform of a star or principal performer thereon, or because of such person's failure to conduct himself or herself with due regard to social conventions and public morals and decency, or because of such person's commission of any act or involvement in any situation or occurrence tending to degrade him or her in society, or bringing him or her into public disrepute, contempt, scandal or ridicule, or tending to shock, insult or offend the community, or tending to reflect unfavorably upon NBC or the program sponsor.

13. Indemnification. NBC shall indemnify, defend and hold Station, its parent, subsidiary and affiliated companies, and their respective directors, officers and employees, harmless from and against all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of the use by Station, in accordance with this Agreement, of any program or

other material as furnished by NBC hereunder, provided that Station promptly notifies NBC of any claim or litigation to which this indemnity shall apply, and that Station cooperates fully with NBC in the defense or settlement of such claim or litigation. Similarly, Station shall indemnify, defend and hold NBC, its parent, subsidiary and affiliated companies, and their respective directors, officers and employees, harmless with respect to material added to or deleted from any program by Station, except for cut-ins produced by or on behalf of NBC and inserted by Station at NBC's direction. These indemnities shall not apply to litigation expenses, including attorneys' fees, which the indemnified party elects to incur on its own behalf. Except as otherwise provided herein, neither Station nor NBC shall have any rights against the other for claims by third persons, or for the non-operation of facilities or the non-furnishing of programs for broadcasting, if such non-operation or non-furnishing is due to failure of equipment, actions or claims by any third person, labor disputes, or any cause beyond such party's reasonable control.

14. Station's Right of First Negotiation.

(a) Throughout the term of this Agreement, NBC shall give Station prompt notice of any determination by NBC to engage in new over-the-air broadcast ventures within Station's community of license (whether or not involving the transmission of television programs, but excluding any acquisition of an ownership interest in any broadcast television station) (a "Broadcast Venture"). NBC shall negotiate exclusively with Station in good faith, for a period of time following such notice to Station as shall be determined by NBC to be appropriate to the circumstances and as shall be specified in such notice, with respect to Station's participation on a financial and/or operational basis in any such Broadcast Venture within Station's community of license before NBC may enter into any such negotiations with a Third Party (as defined below) within such community of license. "Third Party" shall mean any person or entity other than an NBC Party; "NBC Party" shall mean any of NBC, National Broadcasting Company, Inc. or their respective parent, subsidiary, affiliated, related or successor entities.

(b) NBC agrees that with respect to any new ventures (other than a Broadcast Venture) involving the transmission, exhibition or distribution of NBC Programs (as defined below) within Station's community of license and which requires participation on a financial or operational basis by a Third Party operating within Station's community of license (a "Program Venture"), NBC will offer Station a right of first negotiation with respect to Station's participation in such Program Venture in Station's community of license, which right of first negotiation shall be substantially identical to and on the same terms and conditions as the rights granted to Station pursuant to Paragraph 14(a) hereof with respect to a Broadcast Venture;