

JOINT SALES AGREEMENT

This JOINT SALES AGREEMENT ("Agreement") is dated and entered into as of April 18, 2001 by and among GOCOM BROADCASTING OF ANCHORAGE, LLC, a Delaware limited liability company ("GOCOM-Anchorage"), GOCOM OF ANCHORAGE LICENSE SUB, LLC ("GOCOM-Anchorage License"; collectively with GOCOM-Anchorage and individually, as applicable, "GOCOM"), and ALASKA BROADCASTING COMPANY, INC., an Alaska corporation ("ABC"). GOCOM-Anchorage, GOCOM-Anchorage License and ABC are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, GOCOM-Anchorage owns and operates television broadcast station KTBY(TV), Anchorage, Alaska ("KTBY"), and holds all of the limited liability company interests in GOCOM-Anchorage License, the licensee of KTBY pursuant to licenses issued by the Federal Communications Commission ("FCC");

WHEREAS, ABC owns and operates television broadcast station KTVA(TV), Anchorage, Alaska ("KTVA"; collectively with KTBY, the "Stations"), and is the licensee of KTVA pursuant to licenses issued by the FCC;

WHEREAS, contemporaneously with the execution and delivery of this Agreement, the Parties are also executing and delivering the Shared Services Agreement (the "Shared Services Agreement"), pursuant to which the Parties intend to share certain services required in connection with the Stations' operations;

WHEREAS, contemporaneously with the execution and delivery of this Agreement, the Parties are also executing and delivering the Right of First Refusal Agreement (the "Right of First Refusal Agreement"), pursuant to which, among other things, the Parties will have the right to purchase the other Parties' Station in the event an offer is made to purchase the other Station or the Stations; and

WHEREAS, GOCOM desires to purchase from ABC, and ABC desires to sell to GOCOM, advertising time on KTVA;

NOW, THEREFORE, for and in consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. **Effective Time: Term of Agreement.** This Agreement shall become effective, and the term of this Agreement shall commence, as of 12:01 am Anchorage, Alaska time (the "Commencement Time") on May 1, 2001 (the "Commencement Date"). Subject to the terms and conditions of this Agreement, the initial term of this Agreement expires at 11:59 p.m., local Anchorage Alaska time, on April 30, 2011 (*i.e.*, ten years), provided that ABC may terminate this Agreement effective October 31, 2008 upon at least six (6) months' prior written notice to GOCOM. Unless otherwise terminated by either Party as provided in the following sentence, the term of this Agreement shall be automatically extended for two (2) additional ten (10) year terms. GOCOM-Anchorage or ABC may terminate this Agreement at the end of any applicable

ten year term by giving at least six months' prior written notice of such termination to such other Party.

2. Advertising Time.

(a) Subject to the terms and conditions of this Agreement, during the term of this Agreement and in consideration of the payments set forth in Section 3 below, ABC shall sell to GOCOM, and shall permit GOCOM to resell to advertisers, all of the time available for commercial announcements on KTVA, it being acknowledged and agreed that the foregoing shall not include any and all commercial time spots which are subject to KTVA's obligations under any barter agreement, programming agreement and its CBS network affiliation agreement.

(b) GOCOM shall use its commercially reasonable efforts to sell commercial spot announcements on KTVA and KTBY, with the aim of maximizing advertising revenue for KTVA and KTBY. All sales by GOCOM of commercial spot announcements on KTVA and KTBY (including pursuant to Trades) will be on commercially reasonable terms and will be for the benefit of the Stations.

(c) All advertising announcements furnished by GOCOM for broadcast on KTVA shall comply with applicable federal, state, and local laws, rules, regulations and pertinent governmental policies ("Legal Requirements"), including lottery restrictions, prohibitions on obscenity and indecency, deceptive advertising, false representations or deception of any kind, and political broadcasting rules. GOCOM shall provide ABC with reasonable advance notice of the broadcast of any material that promotes or opposes any candidate for public office or any issue to appear on a ballot or takes a position on a controversial issue of public importance. No material that, to GOCOM's knowledge, is defamatory, violates any right of privacy, or infringes on any intellectual property right of another party will be accepted by GOCOM for broadcast, and GOCOM shall provide ABC with prompt notice of any complaints that GOCOM receives regarding the content of such material that it has provided for broadcast on KTVA. GOCOM shall furnish ABC with all material required to be made available for public inspection regarding requests for time by political candidates or the broadcast of controversial issue advertising, including information regarding receipt of any request by or on behalf of a candidate for time and the disposition thereof (whether or not time was furnished and, if so, the terms and conditions thereof), and the names of officers and directors of any sponsor of controversial issue advertising. All material furnished by GOCOM for broadcast on KTVA shall include any and all sponsorship identification announcements as required by Section 317 of the Communications Act of 1934, as amended, and the FCC's rules and regulations, and GOCOM shall undertake in good faith to determine each instance where such announcements are required.

(d) To assist GOCOM in its advertising time sales efforts, ABC shall, during the term of this Agreement, use commercially reasonable efforts to maintain the CBS television network affiliation for KTVA, and shall not voluntarily change such network affiliation. ABC agrees to provide GOCOM with (x) at least one hundred and eighty (180) days' advance written notice of any non-renewal thereof, (y) prompt written notice of any termination thereof, and (z) prompt written notice (but in any event within ten (10) days) of receiving written notice of non-renewal or termination thereof from the CBS television network.

(e) GOCOM shall, during the term of this Agreement, use commercially reasonable efforts to maintain the FOX television network affiliation for KTBY, and shall not voluntarily change such network affiliation. GOCOM agrees to provide ABC with (x) at least one hundred and eighty (180) days' advance written notice of any non-renewal thereof, (y) prompt written notice of any termination thereof, and (z) prompt written notice (but in any event within ten (10) days) of receiving written notice of non-renewal or termination thereof from the FOX television network.

3. **Payments.** GOCOM shall pay ABC the payments set forth on Schedule A hereto. GOCOM shall have the right, after written notice thereof provided to ABC, to set off any payments due ABC under this Agreement by the amount of any payments due and payable under the Shared Services Agreement, including, without limitation, any payment owed by ABC to GOCOM thereunder for its share of capital expenditures.

4. **Revenues.**

(a) **Prior to Commencement Time.**

(i) **Billing of Pre-Commencement Receivables by GOCOM.** From and after the Commencement Time, GOCOM, on behalf of and at no charge to ABC, will (in accordance with GOCOM's standard billing procedures) issue, or shall cause to be issued, invoices for advertising time sold and provided by KTVA prior to the Commencement Time and not invoiced by ABC prior to the Commencement Time. ABC hereby assigns to GOCOM, and GOCOM hereby assumes, effective as of the Commencement Time, all of the trade or barter agreements (including all assets, receivables and liabilities in respect thereof) ("Trades") of KTVA arising with respect to periods prior to the Commencement Time. ABC shall also cooperate with GOCOM and provide access to such documentation and records of ABC as is reasonable or desirable in order to effect the purposes of this Section 4(a).

(ii) **Collection and Application by GOCOM.** From the Commencement Time until the earlier of (A) the one hundred eightieth (180th) day following the Commencement Date and (ii) the date this Agreement terminates (such period, the "Collection Period"), GOCOM will use reasonable efforts in accordance with its normal business practices (not including resorting to or threatening litigation) to collect all accounts receivable of KTVA (other than accounts receivable relating to Trades) as of the Commencement Time (the "Pre-Commencement Receivables"). GOCOM will not be required to segregate the proceeds of the collection of the Pre-Commencement Receivables ("Pre-Commencement Receivables Collections") from other funds of GOCOM. Collections by GOCOM from any person or entity that is a debtor with respect to a Pre-Commencement Receivable (a "Pre-Commencement Debtor") will be applied in the chronological order of GOCOM's and ABC's billings to such Pre-Commencement Debtor (*i.e.*, to the oldest unpaid billing first) except to the extent that (i) such Pre-Commencement Debtor disputes its obligation to pay such billing, (ii) such Pre-Commencement Debtor indicates that such payment is to be applied in another, specified manner (in which case it will be applied in such manner), or (iii) such Pre-Commencement Debtor indicates that such payment is in respect of an ABC receivable, in which case it will be applied to the oldest unpaid ABC receivable. GOCOM will take no action to encourage a Pre-Commencement Debtor to dispute its obligation to pay any billing which relates to a Pre-

Commencement Receivable or encourage a Pre-Commencement Debtor to specify that any payment from such Pre-Commencement Debtor is to be applied to billings to such Pre-Commencement Debtor other than in their chronological order.

(iii) Non-Interference. During the Collection Period, so long as GOCOM is in compliance with this Section 4(a), neither ABC nor any agent of ABC will make any solicitation of any Pre-Commencement Debtor for purposes of collecting any Pre-Commencement Receivable, except as may be agreed to by GOCOM and except with respect to Delinquent Accounts. The term "Delinquent Accounts" means (i) those Pre-Commencement Receivables which may be or become more than one hundred eighty (180) days past due and (ii) those Pre-Commencement Receivables with respect to which GOCOM has received written notice of a dispute from the related Pre-Commencement Debtor (a copy of which notice GOCOM will promptly forward to ABC). ABC shall be free to take any reasonable action to collect Delinquent Receivables. GOCOM will not discourage any Pre-Commencement Debtor from paying, or otherwise interfere with ABC's efforts in accordance with this Section 4(a) to collect, any Delinquent Account; provided, however, that GOCOM will not be prohibited from ceasing or altering its methods of doing business with any such Pre-Commencement Debtor or pursuing or taking any action in connection with the collection of any amount which may be owing by any such Pre-Commencement Debtor to GOCOM.

(iv) Payment of Collections; Reports. On or prior to the thirtieth (30th) day after the end of each month during the Collection Period, GOCOM will (i) prepare and submit to ABC a report providing reasonable detail with respect to GOCOM's Pre-Commencement Receivables Collections during such month pursuant to this Section 4(a) and (ii) deliver to ABC a check or draft in an amount equal to the aggregate amount of such Pre-Commencement Receivables Collections during such month. After the delivery of the final monthly collection report, GOCOM will promptly (but no more frequently than once per month) turn over to ABC any proceeds of the Pre-Commencement Receivables actually received by GOCOM after the expiration of the Collection Period.

(b) During Term. Subject to Section 3 and Section 4(c) below, GOCOM shall be entitled to all revenues attributable to (i) commercial spot advertisements sold by GOCOM on KTVA and (ii) commercial spot advertisements sold by ABC on KTVA, as provided in the following sentence. Notwithstanding anything herein to the contrary, at the request of an advertiser, ABC may sell time in accordance with GOCOM's rates for the account of GOCOM for broadcast during the term of this Agreement.

(c) Termination. If this Agreement terminates:

(i) Billing of Pre-Termination Receivables by ABC. From and after the time at which this Agreement terminates (the "Termination Time"), ABC, on behalf of and at no charge to GOCOM, will (in accordance with KTVA's standard billing procedures) issue invoices for advertising time sold and provided by KTVA after the Commencement Time and prior to the Termination Time (other than relating to Trades) and not invoiced by GOCOM prior to the Termination Time, and will use its reasonable efforts to cause KTVA to perform GOCOM's obligations with respect to the accounts payable of KTVA pursuant to Trades as of

the Termination Time. GOCOM will assign to ABC, and ABC will assume, all of the Trades with respect to KTVA at the Termination Time. GOCOM shall cooperate with ABC and provide access to such documentation and records of GOCOM as is reasonable or desirable in order to effect the purposes of this Section 4(c).

(ii) Collection and Application by ABC. From the Termination Time until the one hundred eightieth (180th) day after the Termination Time (the "Termination Collection Period"), ABC will use reasonable efforts in accordance with its normal business practices (not including resorting to or threatening litigation) to collect all accounts receivable of KTVA (other than accounts receivable relating to Trades and Pre-Commencement Receivables, if any) as of the Termination Time relating to revenues included in Operating Cash Flow (as defined below) for any period during the term of this Agreement (the "Pre-Termination Receivables"). ABC will not be required to segregate the proceeds of the collection of the Pre-Termination Receivables ("Pre-Termination Receivables Collections") from other funds of ABC. Collections from any person or entity which is a debtor with respect to a Pre-Termination Receivable (a "Pre-Termination Debtor") will be applied in the chronological order of GOCOM's and ABC's billings to such Pre-Termination Debtor (*i.e.*, to the oldest unpaid billing first) except to the extent that (i) such Pre-Termination Debtor disputes its obligation to pay such billing, (ii) such Pre-Termination Debtor indicates that such payment is to be applied in another, specified manner (in which case it will be applied in such manner), or (iii) such Pre-Termination Debtor indicates that such payment is in respect of a KTBY receivable, in which case it will be applied to the oldest unpaid KTBY receivable. ABC will take no action to encourage a Pre-Termination Debtor to dispute its obligation to pay any billing which relates to a Pre-Termination Receivable or encourage a Pre-Termination Debtor to specify that any payment from such Pre-Termination Debtor is to be applied to billings to such Pre-Termination Debtor other than in their chronological order.

(iii) Non-Interference. During the Termination Collection Period, so long as ABC is in compliance with this Section 4(c), neither GOCOM nor any agent of GOCOM will make any direct solicitation of any Pre-Termination Debtor for purposes of collecting any Pre-Termination Receivable, except as may be agreed to by ABC and except with respect to Termination Delinquent Accounts. The term "Termination Delinquent Accounts" means (i) those Pre-Termination Receivables which may be or become more than one hundred eighty (180) days past due and (ii) those Pre-Termination Receivables with respect to which ABC has received written notice of a dispute from the related Pre-Termination Debtor (a copy of which notice ABC will promptly forward to GOCOM). GOCOM shall be free to take any reasonable action to collect Termination Delinquent Accounts. ABC will not discourage any Pre-Termination Debtor from paying, or otherwise interfere with GOCOM's efforts in accordance with this Section 4(c) to collect, any Termination Delinquent Account; provided that ABC will not be prohibited from ceasing or altering its methods of doing business with any such Pre-Termination Debtor or pursuing or taking any action in connection with the collection of any amount which may be owing by any such Pre-Termination Debtor to ABC or any of ABC's affiliates.

(iv) Payment of Collections; Reports. On or prior to the thirtieth (30th) day after the end of each month during the Termination Collection Period, ABC will (i) prepare

and submit to GOCOM a report providing reasonable detail with respect to ABC's Pre-Termination Receivables Collections during the applicable period pursuant to this Section 4(c) and (ii) deliver to GOCOM a check or draft in an amount equal to the aggregate amount of such Pre-Termination Receivables Collections. After the delivery of the final monthly collection report, ABC will promptly (but no more frequently than once per month) turn over to GOCOM any proceeds of the Pre-Termination Receivables actually received by ABC after the expiration of the Termination Collection Period.

The terms and provisions of this Section 4(c) shall survive the termination of this Agreement.

5. **Broadcast Obligations.** During the term of this Agreement, GOCOM shall assume and undertake the administration and servicing of all of ABC's contracts and other agreements that provide for the sale and broadcast of advertising and related activities. All revenues arising from such contracts and agreements for advertising broadcast on KTVA during the term of this Agreement shall belong to GOCOM, whether or not the time was sold by ABC; and all commissions to employees, agencies, or representatives payable on account of advertising broadcast during the term of the Agreement shall be paid by GOCOM. Notwithstanding the foregoing, GOCOM shall not undertake the administration and servicing of any ABC contract that relates to programming with respect to KTVA. ABC shall remain obligated to pay all fees, commissions or other amounts due under ABC's contracts and other agreements, including but not limited to, national sales representative fees, that arise prior to the Commencement Time.

6. **Personnel.** If during the term of this Agreement GOCOM hires any former employee of ABC or KTVA within ninety (90) days following the termination of such employee's employment with ABC or KTVA, GOCOM shall recognize or credit such hired employees' respective years of service with ABC for purposes of determining vacation and any retirement benefits to the extent applicable and permitted by GOCOM's employee benefit plans and by applicable Legal Requirements. ABC shall retain sufficient staff to comply with all applicable Legal Requirements, including the rules and regulations of the FCC.

7. **Operation of KTVA.** During the term of this Agreement, ABC shall continue to maintain full control over the operations of KTVA, including programming, editorial policies, employees of ABC, and ABC-controlled facilities. ABC agrees that it will operate KTVA throughout the term of this Agreement in all material respects in compliance with the Communications Act of 1934, as amended, FCC rules, regulations, and written policies, and all other applicable Legal Requirements, provided that GOCOM shall not cause KTVA to violate any such Legal Requirements. GOCOM agrees that it will operate KTBY throughout the term of this Agreement in all material respects in compliance with the Communications Act of 1934, as amended, FCC rules, regulations, and written policies, and all other applicable Legal Requirements, provided that ABC shall not cause KTBY to violate any such Legal Requirements. ABC shall be solely responsible for and pay in a timely manner all expenses relating to the operation of KTVA (other than with respect to the sale of advertising time), including, but not limited to, maintenance of the studios and transmitting facilities and all taxes and other costs incident thereto; payments due under any leases, contracts and agreements (other than with respect to the sale of advertising time); FCC regulatory fees; music performance license fees (other than with respect to the sale of advertising time); and all utility costs relating to the operation of KTVA. ABC shall also maintain insurance covering KTVA's transmission

facilities. ABC may, in its sole discretion, (i) decline to accept advertising sold by GOCOM in the event that it believes in good faith that the broadcast of such advertising (A) would violate applicable Legal Requirements, (B) would be likely to damage ABC's reputation in the community, or (C) would otherwise be contrary to the public interest, or (ii) preempt any of the commercial time sold by GOCOM in order to present program material of pressing public interest or concern. ABC shall promptly notify GOCOM of any such rejection or rescheduling of advertising and shall cooperate with GOCOM in efforts to fulfill GOCOM's commitments to advertisers. In the event GOCOM sustains any liability or loss of revenue as a result of the rejection or rescheduling by ABC of any advertising for any reason other than as set forth above or otherwise in this Agreement, ABC shall promptly indemnify GOCOM for any and all such losses. GOCOM shall not enter into any contract, without ABC's approval, that would be violated in any material respect if ABC reasonably exercised its foregoing rights.

8. **Advertising Rates.** The rates for advertising spots on KTVA sold by GOCOM shall be set by GOCOM; provided, however, that, with respect to such rates, GOCOM shall comply with all applicable Legal Requirements, including those of the FCC regarding access to airtime and rates charged for political advertising.

9. **Delivery of Material for Broadcast.** All advertising material furnished by GOCOM for broadcast on KTVA shall be delivered to KTVA on tape cartridges, or other mutually agreeable method, in a format to be agreed upon by ABC and GOCOM, in a form ready for broadcast on KTVA's playback equipment, and with quality suitable for television broadcast. ABC shall not be required to provide production services or to copy, reformat, or otherwise manipulate material furnished by GOCOM other than inserting tape cartridges into machinery for broadcast or such other action as is agreed to by the Parties.

10. **Access to Station Premises.** ABC will provide GOCOM with access to any available space at the studio and offices of KTVA for purposes of selling time and producing commercial announcements to the extent reasonably necessary or appropriate for GOCOM to exercise its rights and perform its obligations under this Agreement. When on KTVA premises, GOCOM's personnel shall be subject to the direction and control of ABC's management personnel and shall not act contrary to the terms of any lease for the premises. If GOCOM utilizes telephone lines other than those of ABC in connection with its sale of time on KTVA, it shall not answer those lines in a way that implies that the lines are those of ABC; but GOCOM may use KTVA call letters in promotional literature and in answering the telephone (*e.g.*, "KTVA Sales"), subject to such reasonable policies as ABC shall from time to time establish related to the use thereof by GOCOM, which policies shall be communicated in writing to GOCOM and shall not be inconsistent with the intent and purposes of this Agreement.

11. **Billing; Records.** GOCOM shall keep written records relating to the sale of commercial advertising on KTVA consistent with GOCOM's past practices at KTBY. GOCOM shall keep such records at KTBY's main office, provided that such records with respect to political advertising on KTVA shall be kept in KTVA's public file. The Parties and their authorized agents, officers and representatives, upon prior written request, shall have reasonable access to the appropriate books and records of the other Parties to conduct such examination and investigation as the requesting Party or Parties deem reasonably necessary to assure compliance with the terms and provisions of this Agreement, the Shared Services Agreement and the Lease

(as defined in the Shared Services Agreement), and to permit the Parties to comply with their tax and financial reporting compliance requirements, provided that such examination and investigation shall be at requesting Party's or Parties' sole cost and expense, shall be during the applicable Station's normal business hours, shall not unreasonably interfere with such Station's operations, and shall not occur more frequently than once per calendar quarter (unless a Party shall have, in good faith, a reasonable basis for more frequent examination and investigation) and provided further, that such access shall not include access to (x) detailed programming and personnel records and files, and (y) corporate financial books and records not relating to the Station of the other Party. The Parties agree that they shall hold such information obtained from the access and review of the other Party's or Parties' books and records in confidence, not disclose the same to any other third party, and not use the same, except in furtherance of the purposes of this Agreement, the Shared Services Agreement, the Lease or the Right of First Refusal Agreement, when required by law, rule or regulation, for purposes of filing tax returns and, as required, in legal proceedings.

12. Events of Default. Any of the following shall, after the expiration of any applicable cure period, constitute "Events of Default" under this Agreement:

(a) Non-Payment. GOCOM's failure to remit to ABC any payment described in Section 3 above in a timely manner, which failure is not cured within five (5) business days following written notice thereof by ABC to GOCOM;

(b) Defaults, Etc. The default by either Party in the material observance or performance of any material covenant or agreement contained herein, that continues for thirty (30) days after the non-defaulting Party has provided the defaulting Party with written notice specifying the event or events which if not cured would constitute an Event of Default, provided that such 30-day period will be extended for a reasonable period of time if (i) the default is capable of being cured, (ii) the defaulting Party is acting in good faith to cure such default, and (iii) such extension is not materially adverse to the other Party; or

(c) Bankruptcy, Etc. Either Party (i) makes a general assignment for the benefit of creditors or (ii) files or has filed against it a petition for bankruptcy, for reorganization or for the appointment of a receiver, trustee or similar creditors' representative for the property or assets of such Party under any federal or state insolvency law, which if filed against such Party has not been dismissed or discharged within sixty (60) days thereafter.

13. Termination.

(a) Termination Upon Event of Default. Upon the occurrence (and during the continuance) of an Event of Default, the non-defaulting Party may terminate this Agreement by written notice to the defaulting Party, provided that the non-defaulting Party is not also in material breach of this Agreement, the Shared Services Agreement, the Lease or the Right of First Refusal Agreement, and provided further that if the matter of whether an Event of Default has occurred is the subject of a dispute pursuant to this Agreement, then this Agreement will terminate on the day after the resolution of such Claim (as defined in Section 26 below) by binding arbitration as provided in Section 26 hereof, provided that such resolution determines that an Event of Default has occurred.

(b) Termination Upon Order of Governmental Authority. Either Party may terminate this Agreement upon the occurrence of a Governmental Termination Event. A "Governmental Termination Event" will occur if any court or federal, state or local government authority (including the FCC) of competent jurisdiction (x) orders or takes any action that becomes effective and that requires the termination or material curtailment of GOCOM's activities with respect to KTVA pursuant to this Agreement or (y) otherwise determines that this Agreement or performance by any Party of its obligations hereunder violates applicable Legal Requirements in any material respect, provided that such order or action shall not constitute a Governmental Termination Event during any period in which such action, order or determination is stayed or otherwise ceases to be effective. Each Party shall cooperate with each other and use its reasonable efforts to defend any proceeding, litigation or investigation that could reasonably be expected to result in the occurrence of a Governmental Termination Event so as to endeavor to avoid the occurrence of a Governmental Termination Event. In the event of the occurrence of a Governmental Termination Event, each of GOCOM and ABC shall, prior to exercising its right to terminate this Agreement pursuant to this Section 13(b), negotiate in good faith with the aim of agreeing to modify this Agreement as necessary to preserve the intent of the Parties, the economic and other benefits of this Agreement, and to obviate any such Governmental Termination Event to the extent such modification is permissible, provided that any Party may terminate this Agreement pursuant to this Section 13(b) at any time that it reasonably believes (with the advice of reputable legal counsel) that failure to so terminate this Agreement is reasonably likely to result in material liability to (or otherwise have a material adverse effect on) such Party. Notwithstanding any other provision of this Agreement, the occurrence of a Governmental Termination Event shall not be deemed to give rise to a breach of any covenant or agreement of a Party to the extent such Governmental Termination Event relates to the Parties' compliance with the multiple ownership rules and regulations of the FCC in connection with the Parties' performance under this Agreement (in accordance with the terms hereof).

(c) Termination Upon Termination of Other Agreements. This Agreement shall automatically terminate without action of any Party upon the termination of the Shared Services Agreement, the Right of First Refusal Agreement or the Lease in accordance with their respective terms.

(d) Termination Pursuant to Section 21. Either Party may terminate this Agreement as provided in the last sentence of Section 21.

(e) Termination Upon Failure to Meet Revenue Targets. In the event that the combined gross revenues of the Stations for any 12-month period ended April 30, commencing with the 12-month period ended April 30, 2002, is less than the applicable amount set forth on Schedule B, then ABC may elect, by written notice delivered to GOCOM no more than thirty (30) days following the delivery by GOCOM of financial statements for the last month in such 12-month period and the resolution of any dispute in respect thereto as contemplated by Part E of Schedule A, to terminate this Agreement, together with the Shared Services Agreement, the Right of First Refusal Agreement and the Lease, effective on the one hundred twentieth (120th) day following receipt by GOCOM of such termination notice.

14. **Other Covenants and Agreements.** During the term of this Agreement, ABC shall:

(i) not enter into any other commercial time sales (except as permitted by Section 4(b) hereof), joint sales, time brokerage, local marketing or similar agreement for KTVA with any third party;

(ii) not purchase or accept for broadcast on KTVA any programming that includes commercial advertising sold by any third party without GOCOM's consent, excluding national advertising time sold in network programming, nationally or regionally syndicated barter programming aired on KTVA and for public service announcements; and

(iii) not enter into any Trade agreements relating to KTVA.

15. **Liabilities after Termination.** After the termination of this Agreement for any reason: (i) ABC shall be responsible for broadcasting such advertising on KTVA as may be required under advertising contracts entered into by GOCOM in the ordinary course of business during the term of this Agreement; (ii) ABC shall be liable to pay all reasonable and customary fees, commissions or other amounts due, including but not limited to national sales representative fees for any such advertising and will promptly reimburse GOCOM for any fees paid in advance; (iii) ABC shall be entitled to any revenues for advertising broadcast after termination of this Agreement; and (iv) ABC shall be entitled to all fees payable pursuant to Schedule A in respect of periods prior to such termination. Termination of this Agreement shall not relieve any Party for liability for breach of any provision of this Agreement occurring prior to termination.

16. **Indemnification; Insurance.**

(a) GOCOM-Anchorage and GOCOM-Anchorage License, jointly and severally, shall indemnify and hold ABC and its officers, directors, shareholders, members, managers, agents, representatives, employees and contractors (collectively, the "ABC Indemnified Parties") harmless from, against and in respect of, and shall pay to the ABC Indemnified Parties the amount of, any and all claims, losses, costs, expenses, liabilities and damages (including interest, penalties and reasonable attorneys' fees) (collectively, "Losses") that any ABC Indemnified Party incurs, suffers directly or indirectly in connection with, with respect to, or arising from or otherwise relating to: (i) actual or alleged libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights resulting from or relating to the advertising or other material furnished or sold by GOCOM for broadcast on KTVA, along with any fine or forfeiture imposed by the FCC because of the content of material furnished by GOCOM or any conduct of GOCOM with respect thereto; (ii) any matter related to the advertising or other material furnished or sold by GOCOM for broadcast on KTVA, including, without limitation, any disputes with account debtors related to such advertising; (iii) any breach or default in the performance by GOCOM of its covenants and agreements under this Agreement; or (iv) any actual or alleged violation by GOCOM of applicable Legal Requirements

relating to the broadcast of political advertising on KTVA, including, without limitation, Sections 73.1940 through 73.1944 of the FCC's rules.

(b) ABC shall indemnify and hold GOCOM and its officers, directors, members, managers, agents, representatives, employees and contractors (collectively, the "GOCOM Indemnified Parties") harmless from, against and in respect of, and shall pay to the GOCOM Indemnified Parties the amount of, any and all Losses that any GOCOM Indemnified Party incurs, suffers directly or indirectly in connection with, with respect to, or arising from or otherwise relating to: (i) any failure by ABC to broadcast advertising material furnished by GOCOM as required by this Agreement; (ii) as provided in the penultimate sentence of Section 7; (iii) any claim or obligation arising from any variation or alteration by a ABC employee or agent of the material furnished by GOCOM under this Agreement for broadcast on KTVA; or (iv) any breach or default in the performance by ABC of its covenants or agreements under this Agreement.

(c) The indemnification obligations under this Section 16 shall survive any expiration or termination of this Agreement. With respect to any indemnity claims involving third parties: (i) the obligation of each Party to indemnify is conditioned on the receipt of notice from the Party making the claim for indemnification in time to allow the defending Party to timely defend against the claim (except to the extent the indemnifying Party shall not be materially prejudiced by such delay) and upon the reasonable cooperation of the claiming Party in defending against the claim; and (ii) the Party responsible for indemnification shall, after giving written notice to the Party seeking indemnification that it accepts responsibility under this Section to indemnify such Party for such matter, be entitled to select counsel and by written notice to the Party seeking indemnification assume control of the defense and settlement thereof; provided, however, that no claim may be settled by an indemnifying Party without the consent of the indemnified Party, which consent shall not be unreasonably withheld or delayed.

(d) ABC and GOCOM each shall maintain (ABC for KTVA and its operations and properties, and GOCOM for KTTY and its operations and properties and for the advertising broadcast by it on KTVA) broadcasters' liability insurance policies covering libel, slander, invasion of privacy and the like, general liability, blanket crime, business interruption, property damage, automobile liability and workers' compensation, in forms and amounts customary in the television broadcast industry for a television station the size of the applicable Station, and each of the Parties shall provide for notice to the other Party prior to cancellation thereof. Upon request, each Party shall provide the other with certificates evidencing such insurance, and shall further provide certificates evidencing renewal thereof prior to the expiration of such policies.

17. No Partnership or Joint Venture. The Agreement is not intended to be, and shall not be construed as, an agreement to form a partnership, agency relationship, or a joint venture between the Parties. Except as otherwise specifically provided in the Agreement, neither Party shall be authorized to act as an agent of or otherwise to represent the other Party. All contracts for the sale of the advertising time, purchase orders, agreements, sales materials and similar documents produced, arranged or executed by GOCOM shall be executed in the name of GOCOM and not in the name of or on behalf of ABC or KTVA, and GOCOM shall not represent that it is the owner or licensee of KTVA. All contracts for the sale of the advertising

time, purchase orders, agreements, sales materials and similar documents produced, arranged or executed by ABC (if any), as permitted under this Agreement or the Shared Services Agreement, shall be executed in the name of ABC. The Parties acknowledge and agree that call letters, trademarks and other intellectual property shall at all times remain the property of the respective Parties and that neither Party shall obtain any ownership interest in the other Party's intellectual property by virtue of this Agreement although, GOCOM may make reasonable use of KTVA's call letters, trademarks and other intellectual property during the term of this Agreement as reasonably useful or necessary for its performance relating hereto, subject to such reasonable policies as ABC shall establish from time to time related to the use thereof by GOCOM, which policies shall be communicated in writing to GOCOM and shall not be inconsistent with the intent and purposes of this Agreement.

18. **Successors and Assigns.** Except as hereinafter provided in the proviso to this sentence, no Party may assign its rights and obligations under this Agreement, either in whole or in part, without the prior written consent of the other Parties; provided, however, that: (i) any Party shall be permitted to collaterally assign its rights (including granting a security interest herein) under this Agreement to its senior lenders without the consent of any other Party; and (ii) upon the sale of a Station in accordance with the Right of First Refusal Agreement, the selling Parties shall assign, without the consent of the other Parties (which consent shall not be necessary), and shall, in any applicable purchase and sale or other acquisition agreement, require any Station purchaser to assume, this Agreement together with the Shared Services Agreement, the Right of First Refusal Agreement and the Lease. Any such purchaser shall be required to execute and deliver to the non-selling Parties an appropriate contractually binding assignment and assumption agreement in form and substance reasonably acceptable to such non-selling Parties. The Parties acknowledge that any such sale of a Station that does not provide for such assumption by the purchaser shall cause the non-assigning Parties irreparable injury for which damages are not an adequate remedy. Therefore, the Parties agree that the non-selling Parties shall be entitled to seek an injunction or similar relief from any court of competent jurisdiction restraining the assigning Parties from committing a violation of this Section 18 without the necessity of proving the inadequacy of money damages or of posting a bond or other surety. The covenants and agreements hereof are and shall be for the exclusive benefit of the Parties hereto and their permitted successors and assigns, and nothing herein, express or implied, is intended or shall be construed to confer upon or to give any person or entity other than the Parties hereto and their permitted successors and assigns any right, remedy or claim, legal or equitable, under or by reason of this Agreement. The rights of ABC Indemnified Parties and GOCOM Indemnified Parties shall be asserted by ABC and GOCOM respectively. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns. Any Party that shall properly assign this Agreement in accordance with the terms hereof (other than pursuant to clause (i) of the proviso to the first sentence hereof) shall be released from all liabilities and obligations hereunder in respect of periods following such assignment.

19. **Governing Law; Entire Agreement.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to principles of conflict of laws (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. This Agreement, the Shared Services Agreement, the Lease and the Right of First Refusal Agreement and any other agreements between and among the Parties and dated as of the date hereof embody the entire

agreement between the Parties with respect to the subject matter hereof and thereof, and there are not other agreements, representations, or understandings, oral or written, between them with respect thereto.

20. **Modification and Waiver.** No modification or waiver of any provision of the Agreement shall be effective unless in writing and signed by the Party against whom such modification or waiver is asserted, and no failure to exercise any right, power, or privilege hereunder shall operate to restrict the exercise of the same right, power, or privilege upon any other occasion nor to restrict the exercise of any other right, power, or privilege upon the same or any other occasion. Except as provided in Section 26 relating to binding arbitration, the rights, powers, privileges, and remedies of the parties hereto are cumulative and are not exclusive of any rights, powers, privileges, or remedies which they may have at law, in equity, by statute, under this Agreement, or otherwise.

21. **Unenforceability.** If any provision of this Agreement or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law, except that if such invalidity or unenforceability should change the basic economic positions of the Parties, they shall negotiate in good faith such changes in other terms as shall be practicable in order to restore them to their prior positions. In the event that the FCC alters or modifies its rules or policies in a fashion which would raise substantial and material questions as to the validity of any provision of this Agreement, the Parties shall negotiate in good faith to revise any such provision of this Agreement in an effort to comply with all applicable FCC rules and policies, while attempting to preserve the intent of the Parties as embodied in the provisions of this Agreement. The Parties agree that, upon the request of either of them, they will join in requesting the view of the staff of the FCC, to the extent necessary, with respect to the revision of any provision of this Agreement in accordance with the foregoing. If the Parties are unable to negotiate a mutually acceptable modified Agreement as provided in the first and second sentences of this Section 21, then either Party may terminate this Agreement upon written notice to the other.

22. **Notices.** All notices, demands, and request required or permitted to be given under the provisions of this Agreement shall be (a) in writing, (b) delivered to the recipient by telecopy or facsimile machine, in person or sent by commercial delivery service or registered or certified mail, postage prepaid and return receipt requested, (c) deemed to have been given on the date received by the recipient (if delivered in person, by telecopy or facsimile machines or by registered or certified mail) or on the date set forth in the records of the delivery service (if delivered by commercial delivery service) and (d) addressed as follows:

To GOCOM: c/o GOCOM Communications
7621 Little Avenue
Suite 506
Charlotte, NC 28226
Attention: Richard L. Gorman
Facsimile No.: 704.341.0945

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

Wyrick Robbins Yates & Ponton LLP
4101 Lake Boone Trail
Suite 300
Raleigh, NC 27607
Attention: Stephen C. Brissette, Esq.
Facsimile No.: 919.781.4865

And to: Cohn and Marks
1920 N Street, NW
Suite 300
Washington, DC 20036
Attention: Joel H. Levy, Esq. and Joseph M. Di Scipio, Esq.
Facsimile No.: 202.293.4827

To ABC:

Alaska Broadcasting Company, Inc.
c/o MediaNews Group, Inc.
1560 Broadway, Suite 2100
Denver, Colorado 80202
Attention: Joseph J. Lodovic, IV, President
Facsimile No.: 303.894.9327

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

Hughes Hubbard & Reed LLP
One Battery Park Plaza
New York, New York 10004-1482
Attention: James M. Modlin, Esq.
Facsimile No.: 212.422.4726

And to:

Wilkinson Barker Knauer
2300 N Street, N.W., Suite 700
Washington, DC 20037-1128
Attention: Kenneth E. Satten, Esq.
Facsimile No.: 202.833.2360

or to any such other or additional persons and addresses as the parties may from time to time designate in a writing delivered in accordance with this Section 22.

23. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument, and such counterparts may be delivered via facsimile machine and such facsimile copies shall be deemed originals in all respects.

24. **Headings.** The headings are for convenience only and do not control or affect the meaning or construction of the provisions of this Agreement.

25. **Schedules and Exhibits.** Schedule A and Schedule B attached hereto are incorporated by reference and are an integral part of this Agreement with the same force and effect as if set forth in full in the text of the Agreement.

26. **Arbitration.** Except as otherwise provided in Section 18 above and for matters to be resolved pursuant to Part E of Schedule A, the Parties agree that any and all claims, disputes or controversies arising from or relating to this Agreement or the validity, enforceability or scope of this arbitration provision or any term or provision of this Agreement (collectively, "Claims"), shall be resolved by binding arbitration pursuant to this Section 26 and the Commercial Arbitration Rules described below that are in effect at the time the Claim is filed. Arbitration shall be conducted with the American Arbitration Association (the "AAA") pursuant to and in accordance with the AAA's Commercial Arbitration Rules. If for any reason the AAA is unable or unwilling or ceases to serve as arbitration administrator, an equivalent national arbitration organization utilizing a similar code of procedure and mutually acceptable to GOCOM and ABC shall be substituted for the AAA. The forum for any Claim brought pursuant to this Agreement or this arbitration provision shall be in Washington, D.C. The arbitrator(s) shall decide which Party is ultimately responsible for paying any arbitration expenses, including the arbitration filing fee and the arbitrators' fees. Unless inconsistent with applicable law, each Party hereto shall bear the expense of its respective attorneys', experts' and witness fees, and the arbitration shall be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. Sections 1-16. The arbitrator(s) shall apply the substantive and procedural law of the State of Delaware consistent with the FAA, except that the arbitrators shall decide, in their sole discretion and without regard to Delaware law, upon issues regarding allowable discovery or the admissibility of evidence. The arbitrators shall observe applicable statutes of limitations and shall honor claims of privilege recognized by Delaware law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction, consistent with the Delaware Uniform Arbitration Act, 10 Delaware Code Annotated Chapter 57. This arbitration provision shall survive satisfaction of the Parties' contractual obligations and termination of this Agreement. If any portion of this arbitration provision is deemed invalid or unenforceable under the FAA, it shall not invalidate the remaining portions of this arbitration provision. This arbitration provision shall be interpreted or severed as necessary in favor of enforceability.

27. **Other Definitional Provisions; Construction.** The terms "hereof," "herein" and "hereunder" and terms of similar import will refer to this Agreement as a whole and not to any particular provision of this Agreement. Section references contained in this Agreement are references to Sections in this Agreement, unless otherwise specified. Each defined term used in this Agreement has a comparable meaning when used in its plural or singular form. Each gender-specific term used in this Agreement has a comparable meaning whether used in a masculine, feminine or gender-neutral form. Whenever the term "including" is used in this Agreement (whether or not that term is followed by the phrase "but not limited to" or "without limitation" or words of similar effect) in connection with a listing of items within a particular classification, that listing will be interpreted to be illustrative only and will not be interpreted as a limitation on, or an exclusive listing of, the items within that classification. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if

drafted jointly by the Parties, and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

28. Force Majeure. Notwithstanding anything contained in this Agreement to the contrary, no Party shall be liable to any other Party for a failure to perform any obligation under this Agreement (nor shall any charges or payments be made in respect thereof) if such Party shall be prevented from such performance by reason of fires, strikes, labor unrest, embargoes, civil commotion, rationing or other orders or requirements, acts of civil or military authorities, acts of God, or other contingencies beyond the reasonable control of such Party, including equipment failure, and all provisions herein requiring performance within a specified period shall be deemed to have been modified in order to extend the period in which such performance shall be required, in order to accommodate the period of the pendency of such contingency that shall prevent such performance.

29. Further Assurances. Each Party shall without additional consideration execute and deliver such additional documents and take such further actions as are reasonably necessary for the purposes of carrying out this Agreement and the transactions contemplated herein.

30. Press Releases. Except as may be required by law or by any governmental agency, no announcement to the public of the transactions contemplated herein shall be made by any Party, unless such announcement shall have been approved in advance in writing by the other Party, which shall not be unreasonably withheld.

31. Expenses. Except as otherwise specifically provided herein, whether or not this Agreement becomes effective, each of the Parties shall pay the fees and expenses of its respective counsel, accountants and other experts incident to the negotiation, drafting and execution of this Agreement, the Shared Services Agreement, the Lease and the Right of First Refusal Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; THE SIGNATURE PAGE FOLLOWS]

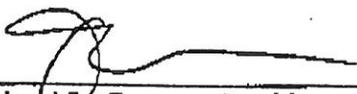
**SIGNATURE PAGE TO
JOINT SALES AGREEMENT**

IN WITNESS WHEREOF, the parties have executed this Joint Sales Agreement as of the date first above written.

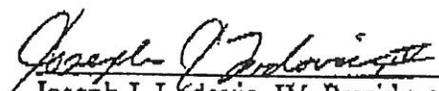
GOCOM BROADCASTING OF ANCHORAGE, LLC

By: 
Richard L. Gorman, President

GOCOM OF ANCHORAGE LICENSE, LLC

By: 
Richard L. Gorman, President

ALASKA BROADCASTING COMPANY, INC.

By: 
Joseph J. Lodovic, IV, President