

PROGRAMMING SERVICES AGREEMENT

WTTO, Inc. ("Programmer") and WDBB-TV, Inc. (the "Owner"), which is the operator and the licensee of television station WDBB-TV, in Tuscaloosa, Alabama ("Station"), hereby enter into this Programming Services Agreement (this "Agreement") dated November 9, 1995 and hereby agree as follows:

1. Programming. In order that Station may better serve the public interest, convenience, and necessity, Programmer shall provide to Owner programming to be broadcast by Station. Programmer shall provide such programming daily for the period from 6:00 a.m. to 2:00 a.m. ("Sold Time Period"). Except as otherwise provided in this Agreement, Owner agrees to broadcast such programming in its entirety, including commercials at the times specified, on the facilities of Station without interruption, deletion, or addition of any kind.

2. Selling of Time. In consideration of the furnishing by Programmer of said programming, Owner agrees that Programmer may sell, or engage a third party to sell, commercial time on Station during the Sold Time Period for Programmer's account. Programmer shall pay all costs related to selling such commercial time.

3. Consideration. In consideration for Owner's broadcasting of the programming provided by Programmer pursuant to this Agreement, Programmer agrees to pay Owner, during each calendar month of the term of this Agreement, the amount set forth in Attachment A hereto ("Monthly Payment"), payable on the last day of each calendar month.

4. Best Efforts. Owner and Programmer shall use their best efforts in the performance and fulfillment of the terms and conditions of this Agreement in effectuating the intent of such parties as expressed under this Agreement. From time to time, without further consideration, Owner and Programmer shall execute and deliver such other documents and take such other actions as either party hereto reasonably may request to effectuate such intent.

5. Term. The term of this Agreement shall commence on the date first above written which date shall be deemed the effective date of this Agreement. The initial term of this Agreement shall end five (5) years immediately after the effective date of this Agreement. Programmer shall have the option of extending said initial term for an additional term ("Renewal Term") ending five (5) years immediately after the end of said initial term. In the event the Programmer wishes to exercise said Option, Programmer shall give to Owner written notice of the exercise of said option at least six (6) months prior to the end of said initial term.

6. Political Advertising. Owner shall oversee and shall take ultimate responsibility with respect to the provision of equal opportunities, compliance with lowest unit charge requirements, reasonable access to political candidates, and compliance with all other applicable political broadcast rules of the Federal Communications Commission ("FCC"). Programmer shall cooperate with Owner as Owner complies with the political broadcast rules of the FCC. Programmer shall supply such information promptly to Owner as

may be necessary to comply with the lowest unit charge and other applicable political broadcast requirements of federal law and to prepare all reports and records required by the FCC or any other local, state or federal government agency. To the extent that Owner believes necessary, Programmer shall release advertising availabilities to Owner to permit Owner to comply with the political broadcast rules of the FCC, including, but not limited to, Sections 312 and 315 of the Communications Act of 1934, as amended (the "Act").

7. Advertising of Credit Terms. To the extent prohibited by the rules of the Federal Trade Commission, no advertising of credit terms shall be made over broadcast material supplied hereunder by Programmer beyond mention of the fact that credit terms are available.

8. Owner's Right to Program and Preempt. Notwithstanding any contrary provision contained in this Agreement, and consistent with Owner's obligations pursuant to the Act, Owner shall have the right to delete any material contained in any programming or commercial matter furnished for broadcast over Station that Owner determines is unsuitable for broadcast or the broadcast of which Owner believes would be contrary to the public interest. Owner shall have the right to broadcast Owner's own programming in place of such deleted material. It is the intent of the parties hereto that the transactions contemplated hereunder comply in all respects with the Act and all applicable rules, regulations, and policies of the FCC. If any provision of this Agreement shall be declared

void, illegal, or invalid by any governmental authority with jurisdiction thereof, the remainder of this Agreement shall remain in full force and effect without such offending provision so long as such remainder substantially reflects the original agreement of the parties hereunder. Furthermore, in such event, the parties shall use their best efforts to reach agreement promptly on lawful substitute provisions in place of said offending provision so as to effectuate more closely their intent as expressed hereunder. If any governmental authority grants to any other entity or individual rights which are not contained in this Agreement, then the parties shall use their best efforts to amend this Agreement to provide the parties hereto such lawful provisions which comport with any rules, regulations and policies adopted after the date of this Agreement.

9. Payola and Conflicts of Interest. In order to enable Owner to fulfill its obligations under Section 317 of the Act, Programmer, in compliance with Section 507 of the Act, will, in advance of any scheduled broadcast by Station, disclose to Owner any information of which Programmer has knowledge or which has been disclosed to Programmer as to any money, service, or other valuable consideration that any person has paid or accepted, or has agreed to pay or to accept, for the inclusion of any matter as a part of the programming or commercial matter to be supplied to Owner pursuant to this Agreement. Programmer will cooperate with Owner as necessary to ensure compliance with this provision. Commercial matter with obvious sponsorship identifications shall not require disclosure in addition to that contained in the commercial copy.

10. Programmer's Representations and Warranties. Programmer

represents and warrants that (a) the performing rights to all music contained in broadcast material supplied hereunder by Programmer are licensed by BMI, ASCAP, or SESAC are in the public domain, are controlled by Programmer, or are cleared at the source by Programmer; (b) all programming provided hereunder by Programmer shall comply with all applicable laws, rules, regulations and policies; and (c) Programmer shall have all rights to provide all programming at the time such programming is delivered to Owner hereunder. Programmer agrees to indemnify and to hold Owner, its directors, officers, agents, employees, successors, and assigns free and harmless from any and all claims, damages, liabilities, costs, or expenses, including reasonable attorneys' fees, incurred by Owner or such persons by reason of the breach of the foregoing representation and warranty by Programmer and for all claims, damages, liabilities, costs, or expenses, including reasonable attorneys' fees, arising from (a) any programming or other matter provided to Owner by Programmer pursuant to this Agreement, including, without limitation, liabilities for copyright or proprietary right infringement, libel, slander, defamation, or invasion of privacy, or (b) any damage to the facilities of Owner attributable to actions or omissions of employees, representatives or agents of Programmer. Owner agrees to indemnify and to hold Programmer, its directors, officers, agents, employees, successors, and assigns free and harmless from any and all claims, damages, liabilities, costs, or expenses, including reasonable attorneys'

fees, with respect to copyright or proprietary right infringement, libel, slander, defamation, or invasions of privacy incurred by Programmer or such persons arising from any programming or other matter broadcast by Station other than programming or other matter provided to Owner by Programmer pursuant to this Agreement. The indemnity obligations hereunder shall survive the termination or expiration of this Agreement.

11. Owner's Responsibility to Run Programming. All programming delivered hereunder to Owner by Programmer shall be broadcast on Station by Owner, except as otherwise provided in this Agreement and except for such periods of time as Station shall broadcast special programming to cover matters of national or local importance.

12. Limitation of Liability. Except as provided in Paragraph 16 below, neither Programmer nor Owner shall incur any liability to any party to this Agreement because of Programmer's failure to deliver or Owner's failure to broadcast, any or all programming or commercial matter provided to Owner pursuant to this Agreement because of:

- (a) failure of facilities;
- (b) labor disputes; or
- (c) causes beyond the reasonable control of the party so failing to broadcast or to deliver.

13. Transmitter Location. In the event that Owner at any time intends to file an application with the FCC to change the transmitter location, antenna height, or power or to change the

frequency or hours of operation of Station, Owner agrees to give ten (10) days prior written notice of such proposed filing to Programmer. If, in Programmer's reasonable opinion, after such change is effected, Station is of less value to Programmer hereunder than Station is as of the effective date of this Agreement due solely to this change, or if for any reason during any month ten percent (10%) of the material for broadcast or of the commercials provided hereunder by Programmer are not broadcast on Station as and when specified by Programmer, Programmer will have the right to terminate this Agreement effective upon thirty (30) days prior written notice to Owner.

14. Use of Programming by Owner. Owner agrees not to authorize, cause, permit, or enable anything to be done whereby any programming that Programmer supplies to Owner pursuant to this Agreement may be used for any purpose other than broadcasting by Station in the community to which Station is licensed.

15. Assignment. Neither party hereto shall assign its rights or obligations under this Agreement to a third party without the express written consent of the other party, which consent shall not be unreasonably withheld, except that Programmer may assign its rights and obligations hereunder without the consent of Owner, with ten (10) days prior written notice to Owner, to any affiliated entity or person affiliated with it or Sinclair Broadcast Group, Inc. Notwithstanding the foregoing, Owner hereby agrees that (i) the rights and obligations of Programmer hereunder may be collaterally assigned to The Chase Manhattan Bank (National

Association), as Agent (the "Agent") for certain lenders party to that certain Amended and Restated Credit Agreement dated as of May 24, 1994 between Sinclair Broadcast Group, Inc., certain of its subsidiaries, including Programmer, said lenders and the Agent and (ii) the Agent may transfer such rights and obligations pursuant to its exercise of remedies with respect thereto to any other person or entity with the prior written consent of Owner, which consent may not be unreasonably withheld. Owner shall give at least thirty (30) days' written notice ("Proposed Sale Notice") to Programmer prior to Owner entering into any agreement for the transfer of control of the license or the sale or assignment of the Station to any third party ("Transferee"). Within the sixty (60) day period immediately following the Proposed Sale Notice, Programmer shall inform Owner in writing whether Programmer proposes to terminate or continue this Agreement upon such transfer or assignment. If Programmer elects to continue this Agreement, then this Agreement shall be binding on the parties' respective heirs, successors, and assigns.

16. Breach by Owner. If for any reason material for broadcast provided hereunder by Programmer is not broadcast on Station as and when specified by Programmer, and Programmer is not in material breach hereunder, the Monthly Payment due for the month for which such material is not so broadcast shall be reduced by an amount equal to such Monthly Payment times the number of minutes of such material not so broadcast that month divided by the total number of minutes that month during the Sold Time Period.

Furthermore, in the event of a material breach hereunder by Owner and the continuation of said breach without cure for a period of thirty (30) consecutive days following the date on which Programmer shall have given to Owner written notice of such breach, Programmer, so long as Programmer is not in material breach hereunder, may in Programmer's discretion terminate this Agreement by giving written notice of termination to Owner, whereupon Owner shall pay to Programmer, within sixty (60) days of such termination, the sum of Two Million Five Hundred Thousand Dollars (\$2,500,000.00) as liquidated damages. It is understood and agreed that such liquidated damage amount represents the parties' reasonable estimate of actual damages and does not constitute a penalty. Recovery of liquidated damages shall be the sole and exclusive remedy of Programmer if Owner breaches this Agreement and shall be applicable regardless of the actual amount of damages sustained.

17. Breach by Programmer. In the event of a material breach hereunder by Programmer and the continuation of said breach without cure for a period of thirty (30) consecutive days following the date on which Owner shall have given to Programmer written notice of such breach, Owner, so long as Owner is not in material breach hereunder, may in Owner's discretion terminate this Agreement by giving written notice of termination to Programmer.

18. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements,

broadcasting commitments, or any other understandings between Programmer and Owner with respect to such subject matter. No provision of this Agreement shall be changed or modified, nor shall this Agreement be discharged in whole or in part, except by an agreement in writing signed by the party against whom the change, modification, or discharge is claimed or sought to be enforced, nor shall any waiver of any of the conditions or provisions of this Agreement be effective and binding unless such waiver shall be in writing and signed by the party against whom the waiver is asserted, and no waiver of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision.

19. Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures to each such counterpart were upon the same instrument.

20. Notices. All notices required under this Agreement shall be in writing and shall be deemed given to an addressee when mailed if mailed by prepaid, certified, first class United States mail to the address for notice of such addressee set forth below:

If to Programmer:

Mr. David D. Smith
Sinclair Broadcast Group, Inc.
2000 West 41st Street
Baltimore, Maryland 21211

Copy to:

Steven A. Thomas, Esquire
Thomas & Libowitz, P.A.
100 Light Street, Suite 1100
Baltimore, Maryland 21202

If to Owner:

Mr. Carl Parmer
6767 West Tropicana Avenue
Las Vegas, Nevada 89103

Copy to:

Bruce P. Jeffer, Esquire
Jeffer, Mangels, Butler & Marmaro
2121 Avenue of the Stars, 10th Floor
Los Angeles, California 90067-5010

Either party hereto may specify for itself a different address for the giving of notice hereunder by giving ten (10) days prior written notice to the other party of such address change pursuant to this Paragraph.

21. Choice of Law. This Agreement shall be governed and construed in accordance with the laws of Maryland, without regard to its choice of law rules.

22. Termination. Furthermore, Programmer shall have the right to terminate this Agreement for any reason whatsoever effective upon six (6) months prior written notice to Owner.

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

OWNER:

WDBB-TV, INC.

By: _____
Name: _____
Title: _____

PROGRAMMER:

WTTO, INC.

By: J. Duncan Smith
Name: J. Duncan Smith
Title: Secretary

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

OWNER:

WBBB-TV, INC.

By: _____

Name: _____

Title: _____

PROGRAMMER:

WTTO, INC.

By: _____

Name: _____

Title: _____

ATTACHMENT A

1. The amount of the Monthly Payment for each month of the Agreement shall be equal to \$ [REDACTED] per month payable in advance for a total annual payment of \$ [REDACTED]. The first year of the Agreement will be November 10, 1995 to October 31, 1996.

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November 8, 1995

**AMENDMENT NO. 1
TO THE
PROGRAMMING SERVICES AGREEMENT
BY AND BETWEEN
WTTO, INC. AND WDBB-TV, INC.**

THIS AMENDMENT NO. 1, dated ^{April} ~~March~~ 22, 2005, by and between the signatories hereto, to the Programming Services Agreement (the "PSA") entered into on November 9, 1995, by and between WTTO, Inc. ("Programmer") and WDBB-TV, Inc. (the "Owner"), which is the Operator and Licensee of Television Station WDBB-TV in Tuscaloosa, Alabama (the "Station").

WHEREAS, the parties desire to amend the PSA in order to update certain terms and conditions reflecting certain additions and deletions to the original PSA.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE FOREGOING, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Section 5 of the original PSA shall be amended by adding a new paragraph at the end of existing Paragraph 5 as follows:

"The term of this Agreement may be renewed for an additional term of ten (10) years (the "Second Renewal Term"). In the event the Programmer wishes to exercise this option for the Second Renewal Term, Programmer shall give Owner written notice of the exercise of said option at least six (6) months prior to the end of the Renewal term."

2. Section 15 of the original PSA shall be amended by striking the language in (i) of the second sentence and, in lieu thereof, inserting the following:

"(i) the rights and obligations of Programmer hereunder may be collaterally assigned to the JPMorgan Chase Bank, as Administrative Agent (the "Agent") for certain lenders party to that certain Credit Agreement dated as of July 15, 2002 between Sinclair Broadcast Group, Inc., certain of its subsidiaries, including Programmer, said lenders, and the Agent;"

3. Attachment A to the original PSA shall be stricken in its entirety and, in lieu thereof, the Attachment A shall be replaced by Exhibit 1 to this Amendment.

4. This Amendment shall be effective as of the date first above written and shall not effect or impair the remainder of the terms and provisions of the PSA which shall continue in full force and effect without modification thereto.

IN WITNESS WHEREOF, each of the parties hereto has executed this Amendment No. 1 or has caused this Amendment No. 1 to be duly executed and delivered in its name and on its behalf all as of the day and year first above written.

WITNESS/ATTEST:

Willy W. Evans

WITO, INC.

By: [Signature] (SEAL)
Name: David D. Smith
Title: President

WDBB-TV, INC.

By: _____ (SEAL)
Name: _____
Title: _____

Exhibit 1

IN WITNESS WHEREOF, each of the parties hereto has executed this Amendment No. 1 or has caused this Amendment No. 1 to be duly executed and delivered in its name and on its behalf all as of the day and year first above written.

WITNESS/ATTEST:

WTTO, INC.

By: _____ (SEAL)
Name: _____
Title: _____

WDBB-TV, INC.

By: _____ (SEAL)
Name: _____
Title: _____

REDACTED

Exhibit 1

AMENDED ATTACHMENT A

Programmer shall reimburse the Owner for all reasonable actual expenses related to the operation of the Station (except for capital improvements unless such improvements have been approved by the Programmer) so the Owner can recover all of its reasonable actual expenses relating to the operation of the Station; provided, however, that the annual reimbursement shall not exceed (the "Annual Cap"); provided further, however, that in no event shall the Owner be reimbursed for legal fees in excess of per month or employee payroll expenses in excess of per month; and provided further, however, that, in the event the utility (or power) expenses resulting from the digital operations of the Station causes the costs and expenditures of the Station to exceed the Annual Cap, such actual excess costs and expenditures shall be reimbursed by the Programmer.