

## **TOWER AND STUDIO LICENSE AND SERVICES AGREEMENT**

This Tower and Studio License and Services Agreement ("*License Agreement*") is made and entered into as of \_\_\_\_\_, 2014, by and between **Sinclair Television Group, Inc.**, a Maryland corporation ("*STG*"), and **HSH Birmingham (WCFT) Licensee, LLC**, a to be formed Delaware limited liability company ("*HSH Birmingham*"), wholly owned by **Howard Stirk Holdings, LLC**, a Delaware limited liability company ("*HSH*").

WHEREAS, STG and HSH Birmingham are parties to that certain Asset Purchase Agreement, dated as of \_\_, 2014, pursuant to which HSH Birmingham acquired certain of the assets and licenses of commercial television station WCFT(TV), Tuscaloosa, AL ("*WCFT*") from STG;

WHEREAS, STG is the owner of a tower and broadcast and office facilities and equipment located in Birmingham, AL market (the "*STG Facilities*"), a portion of which STG housed its operation of WCFT;

WHEREAS, STG desires to grant to HSH Birmingham a license to use space on its tower discrete studio and broadcast equipment, set forth on Exhibit A hereto(the "*Licensed Premises and Equipment*") within the STG Facilities for the operation of WCFT; and

WHEREAS, HSH Birmingham ston desires to use the STG Services (as defined below);

NOW, THEREFORE, in consideration of the mutual promises set forth herein, STG and HSH Birmingham hereby agree as follows:

**1. License.** Subject to any third party consents required for such licenses (as determined by STG), STG, in consideration of the fees and covenants herein stipulated to be paid or performed by HSH Birmingham, hereby licenses to HSH Birmingham and HSH Birmingham hereby licenses from STG upon and subject to the terms, covenants and conditions hereinafter set forth, the Licensed Premises and Equipment

**2. Term.** The term of this License Agreement shall be from the date hereof until the date that is one hundred twenty (120) days after the day either party gives the other party written notice of termination (the "*License Term*").

**3. Fee.** During the License Term, HSH Birmingham shall pay STG a monthly fee in the amount of \$4,000, which shall be due and payable in advance on the first day of each month. HSH Birmingham shall also pay STG any third party costs that STG incurs as a result of the license under this Agreement, including but not limited to any extra rent, common area charges, taxes and utilities.

**4. Use of Licensed Premises and Equipment.**

HSH Birmingham agrees to take reasonable care of the Licensed Premises and Equipment, subject to reasonable and normal wear and tear. HSH Birmingham shall reimburse STG for all costs and expenses incurred by STG in connection with any repairs associated with any and all damage to the STG Facilities caused by HSH Birmingham, its employees, agents or invitees. HSH Birmingham shall return the Licensed Premises and Equipment to STG in as good condition as said Licensed Premises and Equipment are in on the date hereof, reasonable and normal wear and tear excepted.

**5. Alterations.** HSH Birmingham shall make no alterations, additions, changes or improvements to the STG Facilities without the prior written consent of STG, which consent may be withheld in the sole and absolute discretion of STG.

**6. Indemnity.** HSH Birmingham agrees to indemnify, defend and hold harmless STG from any loss, attorney's fees, court and other costs or claims for damages arising out of use and/or occupancy of the STG Facilities by HSH Birmingham or its agents, employees or invitees, unless caused solely by STG's intentional acts or gross negligence.

**7. Assignment; Sublicensing.** HSH Birmingham may not assign this License Agreement nor sublicense all or any part of the Licensed Premises and Equipment at anytime to any other party.

**8. Mechanics' Liens.** HSH Birmingham shall not suffer or permit any mechanics' liens to be filed against the Licensed Premises and Equipment.

**9. Default.** If HSH Birmingham defaults in fulfilling any of its covenants or obligations hereunder, STG at its option may terminate and end this License Agreement and all rights of the HSH Birmingham hereunder. Any waiver, express or implied, by either party of any breach of this License Agreement or any terms, conditions or promises herein contained shall not be or construed to be a waiver of any subsequent breach of the same or any other term, condition or promise herein and the payment by the HSH Birmingham and acceptance by the STG of the fee hereunder shall not be construed to be a waiver of any breach of terms or conditions herein except as to the particular installment of the fee so paid and accepted.

**10. Surrender of Licensed Premises and Equipment.** HSH Birmingham, upon the expiration of the License Term or the earlier termination of this License Agreement, shall surrender to STG all of its rights to use the Licensed Premises and Equipment in accordance with the terms and conditions provided for in **Section 4(b)** hereof.

**11. Notices or Demands.** Any notice, demand or request required or permitted to be given under the provisions of this License Agreement shall be in writing,

addressed to the following addresses, or to such other address as any party may request in writing.

If to STG:

Mr. David Smith  
President  
Sinclair Television Group, Inc.  
10706 Beaver Dam Road  
Cockeysville, Maryland 21030  
Telephone: (410) 568-1506  
Fax: (410) 568-1533

With a copy to:

Sinclair Television Group, Inc.  
10706 Beaver Dam Road  
Cockeysville, Maryland 21030  
Attention: General Counsel  
Telephone: (410) 568-1524  
Fax: (410) 568-1537

If to HSH Birmingham:

Armstrong Williams  
HSH Birmingham (WCFT) Licensee, LLC  
201 Massachusetts Avenue, NE, Suite C-1  
Washington, DC 20002  
Telephone: (202) 546-5400  
Fax: (202) 546-1218

With a copy, which shall not constitute notice, to:

Colby M. May, Esq., P.C.  
205 Third Street, SE  
Washington, DC 20003  
Attention: Colby M. May, Esq.  
Telephone: (202) 544-5171  
Fax: 202-544-5172

Any such notice, demand or request shall be deemed to have been duly delivered and received (i) on the date of personal delivery, or (ii) on the date of transmission, if sent by facsimile and received prior to 5:00 p.m. in the place of receipt (but only if a hard copy is also sent by overnight courier), or (iii) on the date of receipt, if mailed by registered or certified mail, postage prepaid and return receipt requested, or (iv) on the date of a signed

receipt, if sent by an overnight delivery service, but only if sent in the same manner to all persons entitled to receive notice or a copy.

**12. Covenants to Bind and Benefit Respective Parties.** This License Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of STG and HSH Birmingham.

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

**SINCLAIR TELEVISION GROUP, INC.**

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

**HSH BIRMINGHAM (WCFT)  
LICENSEE, LLC**

By: \_\_\_\_\_  
Armstrong Williams  
Manager

**HOWARD STIRK HOLDINGS, LLC**

By: \_\_\_\_\_  
Armstrong Williams  
Owner

## Exhibit A

Use of the STG's tower as used by WCFT on the date hereof.

Non-exclusive studio space in STG's current facility sufficient for HSH Birmingham to transmit its signal and to comply with the FCC requirements to maintain the license, including, use of the STL.