JOINT SALES AGREEMENT

THIS JOINT SALES AGREEMENT (this "***Agreement***") is entered into as of _____, 2012, by and between Deerfield Media (San Antonio), Inc., a Delaware corporation ("***Deerfield***"), Deerfield Media (San Antonio) Licensee, LLC, a Delaware limited liability company ("***Deerfield San Antonio***"), and together with Deerfield, "***Station Licensee***"), KABB Licensee, LLC, a Maryland limited liability company ("***Service Station Licensee***," Sinclair Communications, LLC, a Maryland limited liability company ("***SCLLC,***" and together with Service Station Licensee, "***Sales Agent***").

W I T N E S S E T H:

WHEREAS, Station Licensee has entered into that certain Asset Purchase Agreement dated _____, 2012 with San Antonio (KRRT-TV) Licensee, Inc., (***KMYS Seller***") (the **"*KMYS Purchase Agreement*"**) pursuant to which, upon and following the consent of the FCC (as defined below), Station Licensee will purchase and acquire the licenses and certain assets of television broadcast station KMYS-TV, FCC Facility ID No. 51518, San Antonio, Texas, (the "***Station***"). Capitalized terms used but not defined in this Agreement shall have the meanings set forth in the KMYS Purchase Agreement;

WHEREAS, Sales Agent is the licensee of and operates television broadcast station KABB(TV) , Facility ID No. 56528, San Antonio, Texas ("***KABB***");

WHEREAS, Sales Agent has entered into that certain Asset KMYS Purchase Agreement dated _____, 2012, with High Plains Television, Inc. ("High Plains") (the "***WOAI Purchase Agreement***"), pursuant to which, upon and following the consent of the FCC, Services Provider will acquire the licenses and certain assets of television station WOAI, Facility ID No. 69618, San Antonio, Texas;

WHEREAS, Station Licensee has entered into that certain Option Agreement dated _____, 2012, with Service Provider (the "***Option Agreement***"), pursuant to which, upon exercise, Service Provider is granted an option to purchase, upon and following the consent of the FCC, the licenses and certain assets of the Station.

WHEREAS, to obtain important efficiencies through the sales and other capabilities of the Sales Agent, which are likely to advance the efficient promotion of the business development of the Station, the parties hereto desire to enter into this Agreement; and

WHEREAS, simultaneously with the execution and delivery of this Agreement, and in view of the desire of the parties to obtain important efficiencies through shared services provided by the Service Station, and the role such services are likely to provide in the efficient promotion of the business development of the Station, the parties hereto are entering into that certain Shared Services Agreement, with respect to which Sales Agent shall provide certain services and make available to the Station Licensee certain technical and other capabilities (the "***SSA"***).

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises, undertakings, covenants and agreements of the parties contained in this Agreement, the parties hereto, intending to be legally bound, hereby agree as follows:

Article I.
DEFINITIONS

Section 1.1 ***Terms Defined in this Section***. The following terms, as used in this Agreement, shall have the meanings set forth in this Section:

"***Affiliate***" means, with respect to any Person, (a) any other Person that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with such Person, or (b) an officer or director of such Person or of an Affiliate of such Person within the meaning of clause (a) of this definition. For purposes of clause (a) of this definition, without limitation, (i) a Person shall be deemed to control another Person if such Person (A) has sufficient power to enable such Person to elect a majority of the board of directors (or comparable governing body) of such Person, or (B) owns a majority of the beneficial interests in income and capital of such Person, and (ii) a Person shall be deemed to control any partnership of which such Person is a general partner.

"***Applicable Law***" means any of the Communications Act, the FCC Rules, and all other federal, state and local constitutions, laws, statutes, codes, rules, regulations, ordinances, judgments, orders, decrees and the like of any governmental entity, including common law.

"***Commencement Date***" means the Closing Date under the KMYS Purchase Agreement.

"***Communications Act***" means the Communications Act of 1934, as amended, as in effect from time to time.

"***FCC***" means the Federal Communications Commission or any successor agency thereto.

"***FCC Rules***" means the rules and published policies of the FCC, as in effect from time to time.

"***Market***" means the Nielsen Designated Market Area that encompasses the Station.

"***Network***" means any national television network party to any network affiliation agreement to which Station Licensee is a party with respect to the Station.

"***Non-Primary Spectrum***" means the portion of the Station's digital broadcast spectrum authorized by the FCC for the operation of the Station that is not used or intended for use in the transmission of the Station's Primary Channel.

"***Obligations of Sales Agent***" means any and all obligations and duties of Sales Agent under (i) this Agreement, and (ii) the SSA.

"***Person***" includes, without limitation, natural persons, corporations, business trusts, associations, companies, joint ventures, and partnerships.

"***Primary Channel***" means that portion of the program transport feed of the Station's digital signal that constitutes the primary video and audio presentation of the Station's digital signal.

"***Third Party Claim***" means any action, suit, claim or legal, administrative, arbitration, mediation, governmental or other proceeding or investigation, other than any brought by a party to this Agreement or an Affiliate of a party to this Agreement.

"***Transaction Documents***" means this Agreement, the SSA, the Option Agreement and the other documents, agreements and instruments executed by the parties hereto and thereto in connection therewith.

Section 1.2 ***Additional Defined Terms***. In addition to the defined terms in the preamble, recitals and Section 1.1 hereof, the following is a list of terms used in this Agreement and a reference to the section or schedule hereof in which such term is defined:

Term	Section
Advertisements	Section 4.1(a)
Broadcast Material	Section 4.3
Designated Expenses	Schedule 3.1
Disclosure Statement	Section 5.2(c)
Indemnified Party	Section 8.4(a)
Indemnifying Party	Section 8.4(a)
Initial Term	Section 2(a)
JSA Fee	Section 3.1(a)
Licensee Revenue Share	Section 3.1(a)
Loss	Section 8.1
MVPD	Section 5.1(g)
National Advertisements	Section 4.1(a)
Net Sales Revenue	Schedule 3.1
Operating Budget	Section 5.1(d)
Other Advertisements	Section 4.1(a)
Other Expenses	Schedule 3.1
Policy Statement	Section 4.3
Principal Agreements	Section 9.3
PSAs	Section 4.1(b)
Sales Agent Assignee	Section 9.14(a)
Sales Agent Indemnified Party	Section 8.2
Station Expenses	Schedule 3.1
Station Indemnified Party	Section 8.1
Television Advertisements	Section 4.1(a)
Term	Section 2.1(b)
Website Advertising	Section 4.1(c)

Article II.
TERM

Section 2.1 ***Term***.

(a) *Initial Term*. This Agreement shall be deemed effective, and the initial term hereof shall commence, on and as of 12:01 a.m., local Station time on the Commencement Date and such initial term (the "***Initial Term***") shall continue until the eighth (8th) anniversary of the Commencement Date, unless terminated in accordance with Section 2.2 below.

(b) *Renewal Term*. This Agreement shall be renewed automatically for successive eight-year renewal terms (the Initial Term and any such renewal term hereinafter referred to as the "***Term***") unless either party provides the other party with written notice of non-renewal at least one-hundred-eighty (180) days prior to the expiration of the then-current Term.

Section 2.2 ***Termination***. This Agreement may be terminated prior to the expiration of the Term as follows:

(a) By either Station Licensee or Sales Agent, by written notice to the other party, if, subject to Section 9.4, this Agreement shall have been declared invalid or illegal in whole or in material part by an order or a decree of the FCC or any other administrative agency or court of competent jurisdiction, and such order or decree shall have become final and shall no longer be subject to further administrative or judicial review;

(b) Automatically at 12:01 a.m. on the date of consummation of the Closing pursuant to the Option Agreement;

(c) By the mutual consent of Station Licensee and Sales Agent;

(d) By Station Licensee, by written notice to Sales Agent if Sales Agent fails to timely make any payment required under this Agreement;

(e) By Station Licensee, by written notice to Sales Agent if Sales Agent fails to observe or perform any other obligation contained in this Agreement in any material respect or breaches any representation, warranty or covenant made by it under this Agreement in any material respect; or

(f) By Sales Agent, by written notice to Station Licensee if Station Licensee fails to observe or perform any obligation contained in this Agreement in any material respect or breaches any representation, warranty or covenant made by it under this Agreement in any material respect.

Notwithstanding the foregoing, any breach or default under Section 2.2(d), (e) or (f) will not be deemed to have occurred until 15 calendar days after the non-defaulting party has provided the defaulting party with written notice specifying the event of default and such event of default remains uncured. Upon the occurrence of an event of default, and in the absence of a

timely cure pursuant to this Section 2.2, the non-defaulting party may terminate this Agreement, effective immediately upon written notice to the defaulting party.

Section 2.3 ***Certain Matters Upon Termination.***

(a) *Continuing Obligations*. No expiration or termination of this Agreement shall terminate the indemnification obligations of Sales Agent or Station Licensee hereunder, relieve a party of any obligation or liability for breach or default prior to termination, or limit or impair any party's rights to receive payments due and owing hereunder on or before the effective date of such termination.

(b) *Cooperation*. If this Agreement expires or is terminated for any reason, the parties shall cooperate in good faith to restore the status quo ante. Notwithstanding anything to the contrary contained in this Agreement, if this Agreement is terminated pursuant to Section 2.2(b) following the Option Closing, the parties shall cooperate with each other as may be reasonably requested to effect an allocation of the revenues and expenses for any partial calendar month resulting from such termination or to effect any working capital payment required in connection with such.

(c) *Further Assurances*. Without limiting the foregoing, Sales Agent shall immediately return to Station Licensee any equipment or property of the Stations used by Sales Agent, its employees or agents, in the same condition as such equipment existed on the date hereof, reasonable and ordinary wear and tear excepted and Station Licensee shall offer employment to Transferred Employees at a monetary compensation (consisting of base salary, commission rate and normal bonus opportunity) and on terms and conditions that are at least as favorable as those provided by Station Licensee immediately prior to the Employment Commencement Date; provided, however, that the provisions of this Section 2.3(c) shall not apply in the event of termination pursuant to Section 2.2(b) following the Option Closing.

Article III.
CONSIDERATION

Section 3.1 ***Licensee Revenue Share and JSA Fee***.

(a) *JSA Fee*. As consideration for the services of Sales Agent hereunder, with respect to each calendar month during the Term, Sales Agent shall have the right to retain an amount equal to thirty percent (30%) of the total amount of Net Sales Revenue for such calendar month as its commission with respect to its sales agency, programming and other duties hereunder (the "***JSA Fee***"). With respect to each such calendar month during the Term, Sales Agent shall pay over to Station Licensee an amount equal to the remaining seventy percent (70%) of the total amount of Net Sales Revenue for the applicable calendar month (the "***Licensee Revenue Share***").

(b) *Due Date*. The Licensee Revenue Share shall be due and payable on the fifteenth (15th) business day of each calendar month and such Licensee Revenue Share and the corresponding JSA Fee shall be calculated with respect to the immediately preceding calendar

month in accordance with Schedule 3.1. The Licensee Revenue Share and JSA Fee shall be prorated for any partial calendar month during the Term.

Article IV.
SCOPE OF SERVICES

Section 4.1 ***Sales and Related Services***.

(a) *Station Sales*. Except as expressly provided to the contrary herein, Station Licensee retains Sales Agent on an exclusive basis to market and sell all forms of regional and local spot advertising (including political advertising), sponsorships, direct response advertising, paid programming (including infomercials), and all long-form advertising broadcast on the Station, including, for the avoidance of doubt, on the Station's Primary Channel and its Non-Primary Spectrum (the "***Television Advertisements***") and all forms of advertisements relating to distribution of the Station's programming or otherwise utilizing the spectrum allocated to the Station, whether by mobile device or other means of distribution, whether or not now existing (the "***Other Advertisements***), during the Term. National advertisements broadcast on the Station (the "***National Advertisements***") shall be sold by Station Licensee's national rep firm. Sales Agent shall determine the placement and duration of the Television Advertisements, Other Advertisements, National Advertisements and Website Advertising (as hereinafter defined) (collectively, the "***Advertisements***"); *provided, however,* that Station Licensee shall retain ultimate authority with respect to establishing or setting rates for Advertisements. Sales Agent may sell the Advertisements in combination with the advertisements of the Service Station; *provided, however*, that under no circumstances may Sales Agent require advertisers to purchase time on the Station and the Service Station or any other station together.

(b) *PSA Placements*. Sales Agent acknowledges that the Station has in the past provided time for the promotion of public service organizations in the form of public service announcements ("***PSAs***"), and agrees to release spot time to Station Licensee for the broadcast of PSAs at times and in amounts consistent with the Station's past practices. Sales Agent and Station Licensee shall cooperate in good faith concerning the placement of the PSAs to be broadcast on the Station; *provided, however*, that Station Licensee shall be ultimately responsible for selecting, obtaining and scheduling PSAs for broadcast on the Station.

(c) *Station Websites*. Except to the extent set forth on Schedule 4.1(c), Sales Agent shall have the exclusive right to sell any and all advertising on (a) the Station Websites (as defined in the SSA), including display advertising that appears in the same pageview as, or adjacent to, editorial content on such website, or advertising embedded into audio or visual content posted or otherwise displayed on such websites (including text ads, banner ads, instream ads, pre-roll ads, wallpaper ads, video ads and sponsorships), and (b) on any mobile applications or other new technology (collectively "***Website Advertising***").

Section 4.2 ***Content Policies***. All material furnished by Sales Agent for broadcast on the Station, including Advertisements (collectively, "***Broadcast Material***") shall comply with applicable federal, state and local regulations and policies, including commercial limits in children's programming. Station Licensee shall have the right to preempt any Broadcast Material to present program material of greater local or national importance. Station Licensee

may reject any Broadcast Material if it reasonably determines that the broadcast of such material would violate Applicable Law or would otherwise be contrary to the public interest. Station Licensee shall promptly notify Sales Agent of any such rejection, preemption, or rescheduling and shall cooperate with Sales Agent in efforts to fulfill commitments to advertisers and syndicators. Schedule 4.3 sets forth Station Licensee's statement of policy (the "***Policy Statement***") with regard to the Broadcast Material. Sales Agent shall ensure that the Broadcast Materials are in compliance with the terms of this Agreement and the Policy Statement.

Section 4.3 ***Pre-Commencement Accounts Receivable***. In accordance with the KMYS Purchase Agreement and for the avoidance of doubt, any accounts receivable or revenue accrued as of the time prior to the Commencement Date shall not be included in Net Sales Revenue.

Section 4.4 ***Monthly Reports; Books and Records***. The following obligations shall begin on the first day of the first full calendar month beginning after the Commencement Date:

(a) On or before the fifteenth (15^{th}) business day of each calendar month during the Term, Sales Agent shall furnish Station Licensee with a report regarding Sales Agent's sales by advertiser, of the Advertisements for the previous calendar month. Without limiting Schedule 3.1 hereof, Station Licensee shall have the right to review the books and records of Sales Agent at reasonable times and upon reasonable notice, with respect to the sale of Advertisements and any other sales by Sales Agent in connection with or related to its sale of the Advertisements for the Station.

(b) Station Licensee shall furnish to Sales Agent information each month with respect to Station Expenses. Upon reasonable prior notice, Sales Agent shall have the right at all reasonable times to review (and the right, at Sales Agent's expense, to make copies of) the books and records of Station Licensee, *provided* that the foregoing access shall not interfere unreasonably with the Station's business.

(c) The audit and inspection rights of Sales Agent under this Section 4.4 shall survive any termination or expiration of this Agreement for a period of two (2) years.

Section 4.5 ***Control***. Notwithstanding anything to the contrary in this Agreement, the parties hereto acknowledge and agree that during the Term, Station Licensee will maintain ultimate control and authority over the Station, including, specifically, control and authority over the Station's operations, finances, personnel and programming. Without limiting the generality of the foregoing, nothing contained in this Agreement shall be deemed to limit the control and authority of Station Licensee with respect to the selection, development and acquisition of any and all programming to be broadcast over the Station, as well as the payment therefore, other than those payments of Sales Agent associated with the Delivered Programming. To that end, Station Licensee shall (a) have exclusive authority for the negotiation, preparation, execution and implementation of any and all programming agreements for the Station, and (b) retain and hire or utilize whatever employees Station Licensee reasonably deems appropriate or necessary to fulfill those programming functions. Without limiting the generality of the foregoing, Station Licensee shall employ at least two full-time employees (and no fewer than the number required to comply with Applicable Law) in connection with the business and management of the Station, one of

whom shall be the station manager. Sales Agent shall not represent, warrant or hold itself out as the licensee of the Station, and all sales material prepared by Sales Agent for the sale of advertising time on the Station shall identify Station Licensee as the licensee of the Station using mutually agreeable wording and references. Sales Agent shall sell advertising time and enter into all agreements for the sale of time on the Station in its own name.

Article V.
OTHER OBLIGATIONS OF THE PARTIES

Section 5.1 ***Responsibilities of Station Licensee***. Station Licensee, at its expense, shall be responsible for and perform the following obligations with respect to the business and operations of the Station during the Term, in accordance with and subject to the following provisions:

(a) *Control*. Station Licensee shall continue to maintain full control over the operations of the Station, including programming editorial policies, employees of Station Licensee and Station Licensee-controlled facilities. Station Licensee shall be responsible for, and shall comply in all material respects with all applicable provisions of the Communications Act, the FCC Rules and all other Applicable Law with respect to the operation of the Station. Station Licensee shall file in a timely and complete manner all reports and applications required to be filed with the FCC or any other governmental body.

(b) *Insurance*. Station Licensee shall maintain in effect policies of insurance insuring the assets and the business of the Station in accordance with good industry practices.

(c) *Assets*. Station Licensee shall use, operate, and maintain all of its assets in a commercially reasonable manner. If any loss, damage, impairment, confiscation or condemnation of any of such assets occurs, Station Licensee shall use commercially reasonable efforts and cooperate with Sales Agent to repair, replace, or restore the assets to their prior condition as soon thereafter as possible, and Station Licensee shall use the proceeds of any claim under any insurance policy to repair, replace or restore any of the assets of the Station that are lost, damaged, impaired or destroyed.

(d) *Operating Costs*. Station Licensee shall be responsible for payment of all operating costs of the Station (excluding those costs to be borne by Sales Agent in accordance with Section 5.2), including the cost of electricity, other utilities and rental or other payments with respect to any real property leased by Station Licensee, taxes, the Services Fee (as defined in the SSA) and the salaries, insurance, and other costs for all personnel employed by Station Licensee and, without limiting the foregoing, shall pay all other Station Expenses. Promptly following the Commencement Date, but in no event more than thirty (30) days thereafter, Station Licensee shall provide Sales Agent a copy of the operating budget of the Station (collectively, the "***Operating Budget***"), which shall reflect Station Licensee's good faith budget of reasonable and customary capital and other expenses necessary to the operations of the Station and not otherwise contemplated by the Designated Expenses, as determined by Station Licensee in its sole and absolute discretion. Station Licensee shall provide updated copies of the Operating Budget each year during the Term, identifying adjustments from year to year.

(e) *Music Royalties*. Subject to the Obligations of Sales Agent, Station Licensee shall pay when due all music rights payments (including, without limitation, music performance rights, synchronization rights, and master use rights), if any, in connection with the broadcast and/or transmission of all announcements, including the Advertisements, and programming on the Station.

(f) *Station Costs and Expenses.* Station Licensee shall be solely responsible for all costs and expenditures associated with the procuring of programming to be aired on the Station. Station Licensee shall pay over to Sales Agent all funds received by Station Licensee each year from the Network and any other program syndicator or supplier for promotion of the Network and other programming on other stations or media, and Sales Agent shall use all such funds solely for their intended promotional or other similar purposes and in accordance with Section 6.2 of the SSA. Station Licensee shall cooperate with Sales Agent in filing any necessary forms or reports required to obtain co-op reimbursement or other funds to which Sales Agent is entitled under this Section 5.1(f). For the purposes of Schedule 3.1 hereof, Sales Agent's receipt of promotional or co-op payments identified in this Section 5.1(f) shall not be considered a part of Net Sales Revenue and its expenditures of such promotional or co-op payments shall not be considered an expense for purposes of calculating Net Sales Revenue. To the extent that any network or program service agreement of Station Licensee provides that, in exchange for cash payment, additional spot time that otherwise would be used by such network or program service may be released for local sales by the Station, Station Licensee, upon request by the Sales Agent, will obtain the release of such commercial spot inventory for the placement of Advertisements by the Sales Agent, subject to Sales Agent paying to Station Licensee the cash amount required for such release.

(g) *Retransmission Consent*. Subject to the SSA and to the provisions of any network affiliation or other programming agreement to which Station Licensee is a party, Station Licensee shall consult and cooperate with Sales Agent in the negotiation, maintenance and enforcement of retransmission consent agreements with cable, satellite and other multichannel video providers. Upon Station Licensee's request and subject to Station Licensee's ultimate approval, execution and delivery of each retransmission consent agreement in the sole discretion of such Station Licensee, Sales Agent shall also act as such Station Licensee's agent with respect to the negotiation of any such retransmission consent agreements.

(h) *FCC Licenses*. Station Licensee shall not take any action or unreasonably omit to take any action that would be reasonably likely to result in a (i) revocation, non-renewal or material impairment of the FCC Licenses, (ii) material adverse effect upon the Station's transmitters, antennae and other material assets included in the Station's transmission facilities or (iii) material breach or default under the terms of any of the agreements to which Station Licensee is a party on and as of the date hereof.

(i) *Sales Representation*. Station Licensee shall list Sales Agent as the exclusive sales representative for the Advertisements in all applicable trade listings and advertising and promotional material if and when such listings and material are published by Station Licensee.

(j) *Limitations*. During the Term, Station Licensee shall not: (i) engage in any business other than the business of owning and operating the Station; (ii) incur any liabilities or

obligations, except those liabilities and obligations incurred in connection with its business conducted in compliance with clause (i) of this Section 5.1(j); (iii) file a voluntary petition in bankruptcy, any petition or answer seeking for itself any reorganization, arrangement, composition, readjustment of debt, liquidation or dissolution or similar relief under any present or future insolvency statute, law or regulation of any jurisdiction; petition or apply to any tribunal for any receiver, custodian or any trustee for substantially all of its properties or assets; file any answer to any such petition admitting or not contesting the material allegations of any such petition sufficient to support the grant or approval of any such order, judgment or decree; seek, approve or consent to any such proceeding or in the appointment of any trustee, receiver, sequestrator, custodian, liquidator or fiscal agent for it or substantially all of its properties or assets; or take any action for the purpose of effecting any of the foregoing; or be the subject of an order entered appointing any such trustee, receiver, custodian, liquidator or fiscal.

Section 5.2 ***Responsibilities of Sales Agent***. Sales Agent, at its expense and subject to the provisions of Schedule 3.1, shall be responsible for and perform the following obligations with respect to the marketing and sale of the Advertisements during the Term in accordance with and subject to the following provisions:

(a) *Commissions and Expenses*. Sales Agent shall be solely responsible for (i) all commissions to its employees, agencies or representatives and other expenses incurred in its marketing and sale of the Advertisements; (ii) all expenses incurred in its performance of traffic, billing and collections functions with respect to the Advertisements; (iii) any other fees incurred in performing its obligations under this Agreement; and (iv) all fees related to the software used for sales, traffic, billing and similar functions including any fees charged by the provider to make Sales Agent's software interface in the most efficient manner with the Station's master control equipment.

(b) *Salaries*. Sales Agent shall be solely responsible for the salaries, taxes and related costs for all personnel employed by Sales Agent in the sale of the Advertisements and the collection of accounts receivable (including salespeople, billing personnel and traffic personnel).

(c) *FCC Rules Compliance*. Sales Agent shall cooperate with Station Licensee and use commercially reasonable efforts to assist Station Licensee in complying with the provisions of the Communications Act and FCC Rules regarding political advertising, including compliance with Station Licensee's statement disclosing political advertising rates and practices for purchasers of political advertising consistent with Applicable Law ("***Disclosure Statement***"). Sales Agent shall supply such information promptly to Station Licensee as may be necessary to comply with the public inspection file, lowest unit rate, equal opportunities and reasonable access requirements of the Communications Act and FCC Rules. If the Station fails to meet the political time obligations under the Communications Act and FCC Rules based on the advertising sold by Sales Agent, then, to the extent reasonably necessary to enable Station Licensee to cause the Station to comply with such political time obligations, Sales Agent shall release advertising availabilities to Station Licensee; *provided, however*, that all revenues realized by Station Licensee from the sale of such advertising time shall be immediately paid to Sales Agent and shall be considered a part of its Net Sales Revenue.

(d) *Audience Measurement*. The parties acknowledge and agree that the acquisition or provision of audience measurement services is material to the performance by Sales Agent of its services hereunder and the SSA and, accordingly, Sales Agent shall have, subject to Section 4.5 hereof, the right to direct the management of such audience measurement and related services for the Station on behalf of Station Licensee.

(e) *Compliance*. All Broadcast Material shall comply in all material respects with the Policy Statement, the Communications Act, the FCC Rules and other Applicable Law and shall not violate the intellectual property rights of any Person. All services to be provided and all obligations to be performed by Sales Agent hereunder shall comply in all material respects with all Applicable Law, including without limitation the Communications Act and FCC Rules, and standards of performance customary for the broadcast television industry.

(f) *Non-Discrimination*. In accordance with Paragraphs 49 and 50 of United States Federal Communications Commission Report and Order No. FCC 07-217, Sales Agent shall not discriminate in any contract for advertising on the Stations on the basis of race or gender, and all such contracts shall be evaluated, negotiated and completed without regard to race or gender. Sales Agent shall include a clause to such effect in all contracts for advertising on the Station, and if requested shall provide written confirmation of compliance with such requirement.

Section 5.3 ***Delivery of Broadcast Material***. All Broadcast Material shall be delivered to the Station in a format to be mutually agreed upon by the parties hereto, in a form ready for broadcast on the Station's existing playback equipment, and with quality suitable for broadcast. Station Licensee shall not be required to provide production services or to copy, reformat or otherwise manipulate material furnished by Sales Agent other than inserting tape cartridges or similar broadcast-ready media into machinery or computers for broadcast.

Section 5.4 ***Access to Information***. In order to ensure compliance with the Communications Act, the FCC Rules and other Applicable Law, Station Licensee shall be entitled to review at its reasonable discretion from time to time any Broadcast Material that Station Licensee may reasonably request. Sales Agent also shall maintain and deliver to the Station such records and information required by the FCC Rules to be placed in the public inspection files of the Station pertaining to the sale of political programming and advertisements, in accordance with the provisions of Sections 73.1940 and 73.3526 of the FCC Rules, and to the sale of sponsored programming addressing political issues or controversial issues of public importance, in accordance with the provisions of Section 73.1212 of the FCC Rules. Station Licensee shall be responsible for placing all required information in the Station's online public inspection file, including but not limited to any required information as to political advertising. Sales Agent shall furnish to Station Licensee upon request any other information that is reasonably necessary to enable Station Licensee to prepare any records or reports required by the FCC or other governmental entities. Nothing in this Section 5.4 shall entitle Station Licensee to review the internal corporate or financial records of Sales Agent. Station Licensee shall keep confidential any information obtained from Sales Agent in connection with this Agreement, except as and to the extent required by Applicable Law. If this Agreement is terminated, Station Licensee shall return to Sales Agent all information obtained by it from Sales Agent in connection with this Agreement. This Section 5.4 shall survive any termination or expiration of this Agreement for a period of three (3) years.

Article VI.
REPRESENTATIONS AND WARRANTIES OF STATION LICENSEE

Station Licensee represents and warrants to Sales Agent as follows:

Section 6.1 ***Authorization and Binding Obligation***. The execution, delivery, and performance of this Agreement by Station Licensee has been duly authorized by all necessary organizational action on the part of Station Licensee. This Agreement has been duly executed and delivered by Station Licensee and constitutes the legal, valid, and binding obligation of it, enforceable against it in accordance with its terms except as the enforceability thereof may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium, insolvency, reorganization, or other similar laws of general application affecting the enforcement of creditors' rights or by general principles of equity limiting the availability of equitable remedies.

Section 6.2 ***Absence of Conflicting Agreements or Consents***. The execution, delivery, and performance by Station Licensee of this Agreement and the documents contemplated hereby (with or without the giving of notice, the lapse of time, or both): (a) will not conflict with the organizational documents of Station Licensee; (b) to the actual knowledge of Station Licensee, does not conflict with, result in a breach of, or constitute a default under any law, judgment, order, ordinance, injunction, decree, rule, regulation, or ruling of any court or governmental instrumentality applicable to Station Licensee; (c) does not conflict with, constitute grounds for termination of, result in a breach of, constitute a default under, or accelerate or permit the acceleration of any performance required by the terms of any agreement, instrument, license, or permit to which Station Licensee is a party or by which it is bound as of the date hereof; and (d) will not create any claim, lien, charge, or encumbrance upon any of the assets of the Station owned by Station Licensee, other than any lien for current taxes, payments of which are not yet due and payable, or liens in respect of pledges or deposits under worker's compensation laws or similar legislation, carriers', warehousemen's, mechanics', laborers' and materialmen's and similar liens, if the obligations secured by such liens are not then delinquent or are being contested in good faith by appropriate proceedings.

Article VII.
REPRESENTATIONS AND WARRANTIES OF SALES AGENT

Sales Agent represents and warrants to Station Licensee as follows:

Section 7.1 ***Authorization and Binding Obligation***. The execution, delivery, and performance of this Agreement by Sales Agent have been duly authorized by all necessary organizational action on the part of such party. This Agreement has been duly executed and delivered by Sales Agent and constitutes the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms except as the enforceability thereof may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium, insolvency, reorganization or other similar laws of general application affecting the enforcement of creditors' rights or by general principles of equity limiting the availability of equitable remedies.

Section 7.2 ***Absence of Conflicting Agreements and Required Consents***. The execution, delivery, and performance by Sales Agent of this Agreement and the documents contemplated hereby (with or without the giving of notice, the lapse of time, or both): (a) will not conflict with the governing documents of Sales Agent; (b) to the actual knowledge of Sales Agent, does not conflict with, result in a breach of, or constitute a default under, any law, judgment, order, ordinance, injunction, decree, rule, regulation, or ruling of any court or governmental instrumentality applicable to such party; and (c) does not conflict with, constitute grounds for termination of, result in a breach of, constitute a default under, or accelerate or permit the acceleration of any performance required by the terms of, any agreement, instrument, license or permit to which Sales Agent is a party or by which it is bound as of the date hereof.

Article VIII.
INDEMNIFICATION AND REMEDIES

Section 8.1 ***By Sales Agent***. Sales Agent shall indemnify, defend and hold harmless Station Licensee and any employee, director, member, manager, officer, stockholder, or agent of Station Licensee, or any of its Affiliates, successors or assignees (exclusive of Sales Agent and its Affiliates and agents) (each, a "***Station Indemnified Party***"), from and against, and reimburse and pay to such Station Indemnified Party as incurred, any loss, liability, damage or expense (including reasonable legal expenses and costs and any cost or expense arising from or incurred in connection with any action, suit, proceeding, claim or judgment) relating to any matter described in this Section 8.1, or in enforcing the indemnity provided by this Section 8.1 (any such amount being a "***Loss***"), which any such Station Indemnified Party may suffer, sustain or become subject to, in any way arising from, relating to, or as a result of:

(a) any breach by Sales Agent of any representation, warranty, covenant or other agreement hereunder or any act or omission, event or occurrence that was or shall be caused by Sales Agent, its agents or Affiliates (including any predecessor in interest thereto) relating to the business of Sales Agent or the Station;

(b) any action taken by such party or its employees or agents with respect to the Stations, or any failure by such party or its employees or agents to take any action with respect to the Stations, including but not limited to such party's payment and performance of obligations and liabilities, unless resulting from a failure by the other party to perform hereunder, including but not limited to any omission by Sales Agent or breach by Sales Agent (including any predecessor in interest to Sales Agent) of any of its obligations hereunder or under the SSA;

(c) any Broadcast Material, including but not limited to any claim for indecency, libel, slander, infringement of copyright or other intellectual property right, or violation of any right of privacy or proprietary right or violation of FCC rules or other applicable law, as a result of the broadcast on the Station of any Broadcast Material;

(d) Sales Agent's use of the studios or equipment of the Station;

(e) any other claims of any nature, including any investigation initiated or fines or forfeitures imposed by the FCC, as a result of the broadcast on the Stations of any Broadcast Material.

The obligations of Sales Agent under this Section 8.1 shall survive any termination or expiration of this Agreement or the SSA, as applicable. The obligations of Sales Agent under this Section 8.1 shall be direct and not conditioned or conditional upon Station Licensee's pursuit of remedies against any other party. Notwithstanding anything to the contrary contained herein or in the SSA, in no event shall Sales Agent be liable under this Section 8.1 for punitive, treble, exemplary, consequential, special or other damages that are not actual damages in accordance with Applicable Law.

Section 8.2 ***By Station Licensee***. Except with respect to or to the extent of any Loss subject to indemnification pursuant to the terms and subject to the conditions of Section 8.1 and subject to the limitations set forth in Section 14 of the SSA, Station Licensee shall indemnify, defend and hold harmless Sales Agent and any employee, director, member, manager, officer, stockholder or agent of Sales Agent, or any of its Affiliates, successors or assignees (each, a "***Sales Agent Indemnified Party***") from and against, and reimburse and pay to such Sales Agent Indemnified Party, as incurred, any Loss, which any such Sales Agent Indemnified Party may suffer, sustain or become subject to, in any way arising from, relating to, or as a result of:

(a) any 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 all material broadcast on the Station following the Commencement Date other than the Broadcast Material and with respect to which Station Licensee had notice or otherwise should have been reasonably aware; and

(b) the actions or omissions of Station Licensee's employees and representatives in performing their duties under this Agreement or the SSA or in acting outside the scope of their employment, which actions or omissions constitute willful misconduct or gross negligence.

Section 8.3 ***Maximum Liability***. The indemnification obligations of Station Licensee hereunder and under the SSA, in the aggregate, shall in no event exceed a maximum aggregate liability equal to the aggregate amount of the difference between (a) the total aggregate amount of Licensee Revenue Share retained by or otherwise paid over to Station Licensee hereunder, minus (b) all Services Fees paid to Service Provider under the SSA. The payment of any indemnification obligation by Station Licensee under this Agreement and the SSA shall in no event be due until and solely in the event of an Option Closing (as defined in the Option Agreement) under the Option Agreement and in connection with such Option Closing the amount of indemnification shall be applied as a credit against the payment obligations of the Option Holder (as defined in the Option Agreement) thereunder.

Section 8.4 ***Procedure***. If party entitled to indemnification (an "***Indemnified Party***") under this Agreement or the SSA shall notify the party from whom indemnification is to be sought (an "***Indemnifying Party***") of any claim or demand pursuant to Sections 8.1 or 8.2, and if such claim or demand relates to a claim or demand asserted by a third party against the Indemnified Party that the Indemnifying Party acknowledges is a claim or demand for which it must indemnify or hold harmless the Indemnified Party under Section 8.1 or 8.2, the Indemnifying Party shall have the right to employ counsel reasonably acceptable to the Indemnified Party to defend any such claim or demand asserted against the Indemnified Party for so long as the Indemnifying Party shall continue in good faith to diligently defend against such

action or claim. The Indemnified Party shall have the right to participate in the defense of any such claim or demand at its own expense. The Indemnifying Party shall notify the Indemnified Party in writing, as promptly as possible (but in any case five business days before the due date for the answer or response to a claim) after the date of the notice of claim given by the Indemnified Party to the Indemnifying Party of its election to defend in good faith any Third Party Claim or demand. So long as the Indemnifying Party is defending in good faith any such Third Party Claim or demand against the Indemnified Party, the Indemnified Party shall not settle or compromise such claim or demand without the consent of the Indemnifying Party, which consent shall not be unreasonably withheld, and the Indemnified Party shall make available to the Indemnifying Party or its agents all records and other material in the Indemnified Party's possession reasonably required by it for its use in contesting any Third Party Claim or demand. Whether or not the Indemnifying Party elects to defend any such claim or demand, the Indemnified Party shall have no obligations to do so. In the event (x) the Indemnifying Party elects not to defend such claim or action, or (y) if the Indemnifying Party elects to defend such claim or action but fails to diligently defend such claim or action in good faith, the Indemnified Party shall have the right to conduct the defense thereof and to settle or compromise such claim or action without the consent of the Indemnifying Party, except that with respect to the settlement or compromise of such a claim, demand or action, the Indemnified Party shall not settle or compromise any such claim or demand or action without the consent of the Indemnifying Party (such consent not to be unreasonably withheld), unless the Indemnifying Party is given a full and completed release of any and all liability by all relevant parties relating thereto and has no obligation to pay any damages, except for the obligation to indemnify provided hereunder.

Section 8.5 ***Limitations on Liability.*** Notwithstanding any other provision of this Agreement, except as a result of fraud, neither party shall have any liability to the other party under any circumstances for special, indirect, consequential, punitive or exemplary damages, or lost profits, diminution in value or any damages based on any type of multiple of any indemnified party

Section 8.6 ***Services Unique***. The parties hereby agree that the services to be provided by the parties under this Agreement are unique and that substitutes therefor cannot be purchased or acquired in the open market. For that reason, the parties would be irreparably damaged in the event of a material breach of this Agreement by the other party. Accordingly, to the extent permitted by the Communications Act and the FCC Rules then in effect, the parties may request that a decree of specific performance be issued by a court of competent jurisdiction, enjoining the another party to observe and to perform such other party's covenants, conditions, agreements and obligations hereunder, and the parties hereby agree neither to oppose nor to resist the issuance of such a decree on the grounds that there may exist an adequate remedy at law for any material breach of this Agreement.

Section 8.7 ***Exclusivity***. After the Commencement Date, the indemnification provided by this Article 8, together with Section 14 of the SSA, shall be the sole and exclusive remedy of either of Sales Agent and Station Licensee against the other party hereto for any claim arising out of a breach of any representation, warranty, covenant or agreement herein or otherwise in connection with this Agreement or the SSA; *provided*, that neither this Section 8.7 nor Section 14 of the SSA shall prohibit (a) injunctive relief (including specific performance) pursuant to

Section 8.6 of this Agreement or Section 21 of the SSA or if available under Applicable Law or (b) any other remedy available at law or in equity for any fraud committed in connection with this Agreement or the SSA.

Article IX.
MISCELLANEOUS

Section 9.1 ***Amendment, Modification or Waiver.*** No amendment, modification or waiver of any provision of this Agreement shall be effective unless made in writing and signed by the party adversely affected, and any such waiver and consent shall be effective only in the specific instance and for the purpose for which such consent was given.

Section 9.2 **No Waiver.** No failure or delay on the part of the Station Licensee or Sales Agent in exercising any right or power under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power.

Section 9.3 **Governing Law; Waiver of Jury Trial.** The construction and performance of this Agreement and the SSA (collectively, the "***Principal Agreements***") shall be governed by, and construed in accordance with, the law of the State of Maryland without regard to its principles of conflict of law. The exclusive forum for the resolution of any disputes arising under either of the Principal Agreements shall be the state or federal courts located in Baltimore County, Maryland, and each party hereto irrevocably submits to the exclusive jurisdiction of such courts in any such action or proceeding and irrevocably waives the defense of an inconvenient forum to the maintenance of any such action or proceeding. Each party agrees not to bring any action or proceeding arising out of or relating to the Principal Agreements in any other court. EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. The parties hereto hereby acknowledge that they have each been represented by counsel in the negotiation, execution and delivery of the Principal Agreements and that their lawyers have fully explained the meaning of the Principal Agreements, including in particular the jury-trial waiver.

Section 9.4 **Change in FCC Rules or Policies; Severability.** In the event that the FCC determines that either this Agreement or the SSA does not comply with the Communications Laws, the parties shall negotiate in good faith and attempt to agree to an amendment to this Agreement that will provide the parties with a valid and enforceable agreement that conforms to the Communications Laws and preserves in all material respects the parties' rights, benefits and obligations under this Agreement. In the event that any of the provisions of this Agreement shall be held unenforceable, then so long as no party is deprived of the benefits of this Agreement in any material respect, the remaining provisions shall be construed as if such unenforceable provisions were not contained herein. Any provision of this Agreement that is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof, and any such unenforceability in any jurisdiction shall not invalidate or render unenforceable such

provisions in any other jurisdiction. To the extent permitted by applicable law, the parties hereto hereby waive any provision of law now or hereafter in effect that renders any provision hereof unenforceable in any respect.

Section 9.5 **Construction.** Any question of doubtful interpretation shall not be resolved by any rule providing for interpretation against the party who causes the uncertainty to exist or against the drafter of this Agreement.

Section 9.6 **No Partnership or Joint Venture.** This Agreement is not intended to be and shall not be construed as a partnership or joint venture agreement between the parties. No party to this Agreement shall be authorized to act as agent of or otherwise represent any other party to this Agreement.

Section 9.7 **Entire Agreement.** This Agreement, the SSA, the Option Agreement and the KMYS Purchase Agreement, and the exhibits and schedules hereto and thereto, embody the entire agreement and understanding of the parties hereto and supersede any and all prior agreements, arrangements and understandings relating to the matters provided for herein.

Section 9.8 **Benefit and Assignment.**

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(a) Neither party may assign this Agreement or delegate its obligations under this Agreement without the prior written consent of the other party. Notwithstanding anything to the contrary contained herein, (i) Sales Agent may assign its rights and obligations under this Agreement to (A) any Affiliate of Sales Agent or (B) any successor in interest as the operator or licensee of the Service Station (each a "***Sales Agent Assignee***") upon written notice to Station Licensee; provided that Sales Agent, as assignor, shall guarantee, and remain responsible for, the full and complete performance of its Sales Agent Assignee and any subsequent assignee of Sales Agent Assignee and (ii) Station Licensee shall assign this Agreement and all of its rights and obligations hereunder to any Person to which the FCC Licenses are transferred or assigned, *provided* that as a condition to such transfer or assignment (A) this Agreement, the SSA, the Option Agreement and all of Station Licensee's rights and obligations hereunder and thereunder are assigned to such Person, which assignments are to be effective simultaneously, (B) such Person is legally and financially qualified to be the holder of the FCC Licenses and (C) such Person executes and delivers to the Sales Agent an instrument in form and substance reasonably acceptable to Sales Agent, accepting such assignments of this Agreement, the SSA, the Option Agreement and the rights and obligations of Station Licensee hereunder and thereunder and agreeing to pay, discharge and perform the obligations and liabilities of Station Licensee hereunder and thereunder in accordance with the terms hereof and thereof and such other documents and instruments as Sales Agent may reasonably request. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Any permitted assignee of a party hereto shall be a party to this Agreement for all purposes hereof.

(b) Notwithstanding anything to the contrary contained herein, Sales Agent shall have the right to designate agents or otherwise subcontract with any third party to perform all or any portion of its obligations under the Agreement; *provided, however*, that Sales Agent shall provide prior written notice to Station Licensee of any designation or subcontract pursuant to the foregoing and, *provided further*, that Station Licensee shall not be obligated to pay any amounts owing to Sales Agent under this Agreement to any such third party and shall continue to pay all such amounts directly to Sales Agent and, *provided further*, that Sales Agent shall not be relieved of any of its obligations hereunder as a result of entering into any such arrangements with third parties.

Section 9.9 **Headings.** The headings set forth in this Agreement are for convenience only and will not control or affect the meaning or construction of the provisions of this Agreement.

Section 9.10 **Notices.** All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be deemed to have been duly delivered and received (a) on the date of personal delivery, (b) on the date of transmission, if sent by facsimile, or (c) one business day after having been dispatched via a nationally recognized overnight courier service to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 9.10.

If to Station Licensee:

Deerfield Media (San Antonio), Inc.
1735 York Avenue
New York, New York 10128
Attention: Stephen P. Mumblow.

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

Clinton R. Black, IV
Thomas & Libowitz, P.A.
100 Light Street, Suite 1100
Baltimore, MD 21202
Phone: (410) 752-2468
Direct: (443) 927-2104
Fax: (410) 752-2046
CBlack@TandLLaw.com

If to Sales Agent:

Sinclair Television Group, Inc.
10706 Beaver Dam Road
Cockeysville, Maryland 21030
Attention: President
Facsimile: (410) 568-1533

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

Sinclair Broadcast Group, Inc.
10706 Beaver Dam Road
Cockeysville, Maryland 21030
Attention: General Counsel
Facsimile: (410) 568-1537

Section 9.11 ***No Third-Party Beneficiaries.*** Except as provided in Section 9.8, this Agreement is for the sole benefit of the parties hereto and their permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 9.12 ***Counterparts.*** This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 9.13 ***Confidentiality***. Each party hereto agrees that it will not at any time during or after the termination of this Agreement disclose to others or use, except as duly authorized in connection with the conduct of the business or the rendering of services hereunder, any secret or confidential information of the other party. To the extent required by the Communications Act and FCC Rules, each party shall place a copy of this Agreement in its public inspection file and shall consult with the other party and agree upon the confidential and proprietary information herein that shall be redacted from such copy.

Section 9.14 ***Force Majeure***. Any delay or interruption in the broadcast operation of the Station, in whole or in part, due to acts of God, strikes, lockouts, material or labor restrictions, governmental action, riots, natural disasters or any other cause not reasonably within the control of a party shall not constitute a breach of this Agreement, and no party shall be liable to any other party for any liability or obligation with respect thereto.

Section 9.15 ***Further Assurances***. The parties hereto shall take any actions and execute any other documents that may be necessary or desirable to the implementation and consummation of this Agreement.

Section 9.16 ***Press Release***. No party hereto shall publish any press release, make any other public announcement or otherwise communicate with any news media concerning this Agreement or the transactions contemplated by either of the Principal Agreements without the prior written consent of the other party hereto; *provided, however*, that nothing contained herein shall prevent any party from promptly making all filings with governmental authorities as may, in its judgment, be required or advisable in connection with the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby.

Section 9.17 ***Gender and Number***. Words used herein, regardless of the gender and number specifically used, shall be deemed and construed to include any other gender, masculine, feminine, or neuter, and any other number, singular or plural, as the context requires.

Section 9.18 ***Other Definitional Provisions***. 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.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Joint Sales Agreement has been executed by the parties hereto effective as of the date first written above.

STATION LICENSEE:
Deerfield Media (San Antonio) Licensee, LLC
By: Deerfield Media (San Antonio), Inc.

By: _____
Name:
Title:

SALES AGENT:
KABB Licensee, LLC

By: Sinclair Communications, LLC

By: _____
Name:
Title:

SCHEDULE 3.1

1. ***Net Sales Revenue***. For purposes of this Agreement, the term "***Net Sales Revenue***" means (i) all gross revenue received by Sales Agent or Station Licensee for all Advertisements, less agency, buying service or other sales commissions paid to or withheld by an advertiser, agency or service, as the case may be, (ii) any network compensation or other similar payments made to Station Licensee or otherwise paid in respect of the Station or its programming, (iii) any retransmission fees or other similar payments made to Station Licensee or otherwise paid in respect of the Station or its programming or other payments made to Station Licensee pursuant to any retransmission consent agreements and (iv) any other amounts designated for inclusion in the calculation of Net Sales Revenue pursuant to the terms and subject to the conditions of this Agreement.

2. ***Station Expenses; Payments***.

2.1 In the event that due to the performance of the Station and the resulting revenues of the Station with respect to any given month during the Term, the total aggregate amount of Designated Expenses and Other Expenses exceeds the amount of the Licensee Revenue Share for such month, Sales Agent shall pay to Station Licensee the differential of such amounts. Any expenses incurred by Station Licensee that do not constitute Designated Expenses or Other Expenses (including obligations pursuant to a credit or loan facility that is not designated as an Acquisition Financing Arrangement as provided below) shall remain solely the obligation of Station Licensee.

2.2 For purposes of this Agreement:

(a) "***Designated Expenses***" shall mean the sum of the actual out-of-pocket payments and expenses of Station Licensee for the following: (i) utilities associated with the Station's transmitting facilities together with all other expenses, including rental payments, payable by Station Licensee under any lease for real property on which the Station is located or used exclusively for the operation of the Station, (ii) salaries for up to two of the Station's full-time employees, one of which shall be the station manager, all at reasonable and customary rates for such employees, (iii) expenses related to maintenance and filings with respect to the FCC Licenses in respect of the Station and other expenses of compliance with FCC Rules and other Applicable Law in connection with the operation of the Station, including reasonable and customary attorneys' fees of Station Licensee incurred in connection therewith, (iv) property taxes on any real property, personal property and leased property on which the Station is located or used exclusively for the operation of the Station, (v) with respect to that certain Credit Facility and related financing arrangements contemplated by that certain Commitment Letter, by and among _____ and Station Licensee, dated as of _____, 2012, or such other credit facility, agreement or other financing arrangement to which Sales Agent has agreed to be a guarantor (collectively, an "***Acquisition Financing Arrangement***"), the payments due by Station Licensee pursuant to such Acquisition Financing Arrangement (and any tax payments, if any, relating to such Acquisition Financing Arrangement), other than those payments due pursuant to such Acquisition Financing Agreement to the extent arising out of the failure of Station Licensee to make a timely payment thereunder for which Station Licensee had received timely payment hereunder or otherwise to the extent

arising out of actions or omissions of Station Licensee in breach of such Acquisition Financing Arrangement (*provided*, that any payments under this clause shall be made directly to Station Licensee), (vi) premiums and other out-of-pockets costs and expenses relating to any insurance that Station Licensee is required to maintain pursuant to the terms of the Option Agreement, (vii) all music rights payments required to be paid by Station Licensee (including music performance rights, synchronization rights, and master use rights), in connection with the broadcast and/or transmission of all announcements and programming on the Station, including the Advertisements, (viii) all payments for the acquisition or licensing of programming during the Term, including television network payments, (ix) amounts payable under the SSA with Sales Agent, (x) amounts payable under the lease agreements listed on Exhibit A attached hereto, and (xi) any costs or expense actually incurred by Station Licensee as a result of complying with its obligation to broadcast the Broadcast Material.

(b) "***Other Expenses***" shall mean expenses that are reasonably necessary or customary in the operation and maintenance of the Station, which have been consented to in advance in writing by Sales Agent, *provided* that Station Licensee shall have no obligation under this Agreement to incur any Other Expenses in the absence of such consent and agreement to reimburse under this subparagraph (b).

(c) "***Station Expenses***" shall mean, collectively, Designated Expenses, Other Expenses, expenses in accordance with the Operating Budget, and any other expenses, distributions or payment obligations that are not contemplated by the Operating Budget.

2.3 In order to promote the administration of the payment obligations between the parties under the Principal Agreements, the parties agree that (i) the amounts due and payable by one party under any of the Principal Agreements may be offset against any outstanding payment obligation by the other party under any of the Principal Agreements; and (ii) to the extent reasonably practicable, Sales Agent shall deliver to Station Licensee in connection with the payment of the Licensee Revenue Share a single statement reflecting the respective payment obligations of the parties under each of the Principal Agreements, which statement shall reflect any offsetting amounts.

SCHEDULE 4.1(c) EXCLUDED WEBSITE ADVERTISING

1. Any Website Advertising sold by a third party pursuant to a pre-existing contractual arrangement assumed by Station Licensee pursuant to the KMYS Purchase Agreement.

SCHEDULE 4.3
POLICY STATEMENT FOR BROADCAST MATERIAL

Sales Agent agrees to cooperate with Station Licensee in the broadcasting of programs of high quality and, for this purpose, to observe the following policies in the preparation, writing, production and delivery of Broadcast Material.

CONTROVERSIAL ISSUE. Any discussion of controversial issues of public importance shall be reasonably balanced with the presentation of contrasting viewpoints in the course of overall programming; no attacks on the honesty, integrity, or like personal qualities of any person or group of persons shall be made; and Station programs (other than public forum or talk features) are not to be used as a forum for editorializing about individual candidates. If such events occur, Licensee may require that responsive programming be aired.

NO PLUGOLA OR PAYOLA. The mention of any business activity or "plug" for any commercial, professional, or other related endeavor, except where contained in an actual commercial message of a sponsor, is prohibited.

ELECTION PROCEDURES. At least ninety (90) days before the start of any primary or regular election campaign, Sales Agent will clear with Station Licensee the rate Sales Agent will charge for the time to be sold to candidates for public office and/or their supporters to make certain that the rate charged is in conformity with Applicable Law and Station Licensee's policy.

PROGRAMMING PROHIBITIONS. Sales Agent shall not knowingly broadcast any of the following programs or announcements:

(a) *False Claims*. False or unwarranted claims for any product or service.

(b) *Unfair Imitation*. Infringements of another advertiser's rights through plagiarism or unfair imitation of either program idea or copy, or any other unfair competition.

(c) *Commercial Disparagement*. Any unlawful disparagement of competitors or competitive goods.

(d) *Obscenity/Indecency/Profanity*. Any programs or announcements that are obscene or indecent, as those terms are interpreted and applied by the FCC or any programs or announcements that are slanderous, obscene, profane, vulgar, repulsive or offensive, either in theme or treatment.

(e) *Price Disclosure*. Any price mentions except as permitted by Licensee's policies current at the time.

(f) *Unauthorized Testimonials*. Any testimonials which cannot be authenticated.

(g) *Descriptions of Bodily Functions*. Any continuity which describes in a repellent manner internal bodily functions or symptomatic results or internal disturbances, and no reference to matters which are not considered acceptable topics in social groups.

(h) *Conflict Advertising*. Any advertising matter or announcement which may, in the reasonable opinion of Station Licensee, be injurious or prejudicial to the interest of the public, the Station, or honest advertising and reputable business in general.

(i) *Fraudulent or Misleading Advertisement*. Any advertisement matter, announcement, or claim which Sales Agent knows to be fraudulent, misleading, or untrue.

LOTTERIES. Announcements giving any information about lotteries or games prohibited by Applicable Law are prohibited.

RELIGIOUS PROGRAMMING RESTRICTIONS. The subject of religion and references to particular faiths, tenants, and customs shall be treated with respect at all times. Broadcast Material shall not be used as medium for attack on any faith, denomination, or sect or upon any individual or organization.

CREDIT TERMS ADVERTISING. Any advertising of credit terms shall be made over the Station in accordance with Applicable Law.

NO ILLEGAL ANNOUNCEMENTS. No announcements or promotion prohibited by Applicable Law shall be made over the Station. At Station Licensee's request, any game, contest, or promotion relating to or to be presented over the Station must be fully stated and explained in advance to Station Licensee, which reserves the right in its sole discretion to reject any game, contest, or promotion.

LICENSEE DISCRETION PARAMOUNT. In accordance with the responsibilities of Station Licensee under the Communications Act and the FCC Rules, Station Licensee reserves the right to reject or terminate any Broadcast Material proposed to be presented or being presented over the Station which is in conflict with the policy of Station Licensee or which in the reasonable judgment of Station Licensee would not serve the public interest.

PROGRAMMING IN WHICH SALES AGENT HAS A FINANCIAL INTEREST. Sales Agent shall advise Station Licensee with respect to any Broadcast Material concerning goods or services in which Sales Agent has a material financial interest. Any announcements for such goods and services for which Sales Agent charges less than its regular rate shall clearly identify Sales Agent's financial interest.

MISCELLANEOUS.

(a) *Waiver*. To the extent legally permissible, the parties may jointly waive any of the foregoing policies in specific instances if, in their opinion, good broadcasting in the public interest is served.

(b) *Prior Consent*. In any case where questions of policy or interpretation arise, Sales Agent will attempt in good faith to submit the same to Station Licensee for decision before making any commitments in connection therewith.