

## **Description of Transaction**

On July 28, 2013, the parties to the application, which include (i) Barbara B. Allbritton, individually (“BBA”), (ii) Robert L. Allbritton, individually (“RLA”), (iii) BBA and RLA as independent co-executors of the Estate of Joe L. Allbritton (the “Estate”), (iv) BBA and RLA as trustees of the Barbara B. Allbritton 2008 Marital Trust (the “2008 Marital Trust”), (v) RLA, Paul Bonner and John R. Allender as trustees of the Robert Lewis Allbritton 1996 Trust (the “1996 Trust” and, together with the Estate and the 2008 Marital Trust, each, a “Trust” and collectively, the “Trusts”), (vi) Allholdco, Inc., a Delaware corporation (“Allholdco” and, together with BBA, RLA, and the Trusts, each, a “Seller” and collectively, “Sellers”), who collectively own, directly and indirectly, 100% of the issued and outstanding capital of Charleston Television, LLC (“Charleston”) and Perpetual Corporation (“PPC” and collectively with Charleston, the “Acquired Companies”),<sup>1</sup> entered into a Purchase Agreement (the “Purchase Agreement”) with Sinclair Television Group, Inc. (together with its subsidiaries, “STG”) with respect to the transfer of control of the Acquired Companies.

To consummate the transactions contemplated in the Purchase Agreement, the parties hereto are contemporaneously filing a total of seven FCC Form 315 applications seeking the Commission’s consent to the transfer of control of the licenses of eight full-power television stations, and related auxiliary and other facilities (the “Allbritton Applications”).<sup>2</sup> In addition, as described below, in order to comply with the FCC’s multiple ownership rules, in connection with the transactions contemplated by the Allbritton Applications, STG will contemporaneously file a total of four FCC Form 314 applications seeking the Commission’s consent to the assignment of the licenses of four full-power television stations, and related auxiliary and other facilities (the “Assignment Applications”).

The television stations (“Allbritton Stations”) that are the subject of the Allbritton Applications are as follows.

### **Allbritton Stations**

<b>DMA</b>	<b>Station(s)</b>	<b>Community of License</b>	<b>Licensee</b>	<b>Transferee</b>
Birmingham, AL	WCFT-TV	Tuscaloosa, AL	TV Alabama, Inc.	STG
Birmingham, AL	WJSU-TV	Anniston, AL	TV Alabama, Inc.	STG

<sup>1</sup> Charleston is the licensee of WCIV(TV), Charleston, South Carolina, FAC ID 21536. PPC, through its wholly-owned subsidiaries, controls the following licensee entities: ACC Licensee, LLC, licensee of WJLA-TV, Washington, DC, FAC ID 1051, Harrisburg Television, Inc., licensee of WHTM-TV, Harrisburg, Pennsylvania, FAC ID 72326, KATV, LLC, licensee of KATV(TV), Little Rock, Arkansas, FAC ID 33543 KTUL, LLC, licensee of KTUL(TV), Tulsa, Oklahoma, FAC ID 35685, TV Alabama, Inc., licensee of WCFT-TV, Tuscaloosa, Alabama, FAC ID 21258 and WJSU-TV, Anniston, Alabama, FAC ID 56642 and WSET, Incorporated, licensee of WSET-TV, Lynchburg, Virginia, FAC ID 73988.

<sup>2</sup> The parties are also contemporaneously filing various applications on FCC Forms 603 and 312 for the assignment of certain wireless and earth station licenses.

DMA	Station(s)	Community of License	Licensee	Transferee
Little Rock-Pine Bluff, AR	KATV(TV)	Little Rock, AR	KATV, LLC	STG
Washington, DC	WJLA-TV	Washington, D.C.	ACC Licensee, LLC	STG
Harrisburg, PA	WHTM-TV	Harrisburg, PA	Harrisburg Television, Inc.	STG
Tulsa, OK	KTUL(TV)	Tulsa, OK	KTUL, LLC	STG
Roanoke, VA	WSET-TV	Lynchburg, VA	WSET, Incorporated	STG
Charleston, SC	WCIV(TV)	Charleston, SC	Charleston Television, LLC	STG

The television stations (“Assigned Stations”) that are the subject of the Assignment Applications are as follows.

**Assigned Stations**

DMA	Station(s)	Community of License	Licensee/Assignor	Assignee
Birmingham, AL	WABM(TV)	Birmingham, AL	Birmingham (WABM-TV) Licensee, Inc.	Deerfield Media (Birmingham) Licensee, LLC
Birmingham, AL	WTTO(TV)	Homewood, AL	WTTO Licensee, LLC <sup>3</sup>	Deerfield Media (Birmingham) Licensee, LLC
Harrisburg, PA	WHP-TV	Harrisburg, PA	WHP Licensee, LLC <sup>4</sup>	Deerfield Media (Harrisburg) Licensee, LLC
Charleston, SC	WMMP(TV)	Charleston, SC	WMMP Licensee L.P. <sup>5</sup>	HSH Charleston (WMMP) Licensee, LLC

<sup>3</sup> STG, through its wholly owned subsidiaries, provides administrative and programming services to WDBB(TV), Bessemer, Alabama through a grandfathered time brokerage agreement (“WDBB TBA”). Following consummation of the transactions contemplated hereby, STG will continue to provide such services to WDBB(TV). A copy of the WDBB TBA is attached hereto.

<sup>4</sup> STG, through its wholly owned subsidiaries, provides administrative and programming services to WLYH-TV, Lancaster, Pennsylvania through a grandfathered time brokerage agreement (the “WLYH TBA”). Following consummation of the transactions contemplated hereby, STG will continue to provide such services to WLYH-TV. A copy of the WLYH TBA is attached hereto.

<sup>5</sup> STG, through its wholly owned subsidiaries, provides administrative and programming services to WTAT-TV, Charleston, South Carolina, through a grandfathered time brokerage agreement (“WTAT TBA”). Following consummation of the transactions contemplated hereby, STG will continue to provide such services to WTAT-TV. A copy of the WTAT TBA is attached hereto.

### Multiple Ownership

STG has attributable interests in the Birmingham, AL, Harrisburg, PA, and Charleston, SC Designated Market Areas (“DMAs”). Under the Commission’s multiple ownership rules, STG may not, without certain assignments, acquire additional interests in those markets. As a result, and in order to consummate the transactions contemplated in the Purchase Agreement, STG will concurrently file the four Assignment Applications.<sup>6</sup>

In addition, in the Birmingham DMA, STG will be acquiring interests in two stations (“Birmingham Acquisitions”). The Birmingham Acquisitions transactions as proposed are in compliance with the top four ranking and eight television voices components of the FCC’s duopoly rule. As shown in Exhibit 20 of the instant application, there are more than eight independent voices in the Birmingham DMA.

The top four component of the FCC’s duopoly rules is satisfied because WCFT-TV and WJSU-TV operate as part of an “enhanced coverage” duopoly: the combination of two full power stations that are within, but at the periphery of, the same DMA. In this case, WCFT-TV and WJSU-TV both provide simulcast ABC network service as a means of providing ABC programming to the market. Independently, neither station could provide service to the central market.<sup>7</sup> Consequently, the arrangement extends the reach of the ABC service to areas that would otherwise not receive ABC programming in the Birmingham DMA, thereby enhancing diversity. WBMA-LP (which is also part of the Purchase Agreement), has been simulcasting WCFT-TV/WJSU-TV programming to provide service to the central part of the DMA since 1996.

The Commission recognized this specific ABC programming combination of WBMA-LP/WCFT-TV/WJSU-TV in its *Review of the Commission’s Regulations Governing Television Broadcasting*, 14 FCC Rcd 12903, n.64 (1999). Additionally, the Media Bureau approved the sale of WJSU-TV as part of an “enhanced duopoly” with WCFT-TV in January 2000. See BALCT-19991116AJI. Finally, as shown in Exhibit 20 to the instant application, Nielsen Media Research reports that WBMA-LP, in combination with stations WCFT-TV and WJSU-TV as “WBMA+”, that the stations are, collectively, ranked second in the market. In its 1999 Duopoly Order, the Commission stated that under these circumstances, it “will not require such stations, should they seek to merge, to demonstrate compliance with the top four ranking

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<sup>6</sup> Following FCC approval and consummation of the transactions contemplated by the Assignment Applications, STG or its affiliates will provide sales and other non-programming support services to each of these stations pursuant to customary option, shared services and joint sales agreements, copies of which are attached to the Assignment Applications.

<sup>7</sup> Birmingham is primarily located in Jones Valley. Red Mountain is immediately to the south of downtown Birmingham, with many suburbs in the “Over the Mountain” area south of Red Mountain. Sand Mountain flanks the city to the north, and Ruffner Mountain is immediately east of Birmingham. These terrain features make it difficult for a station licensed to Anniston, in the far northeast corner of the DMA, or Tuscaloosa, in the far west of the DMA, to serve all of metropolitan Birmingham.

component of the eight voices test....”<sup>8</sup> For these reasons, the proposed Birmingham station combination continues to comply with the Commission’s multiple ownership rules.

### **Pending Renewals**

All of the above-referenced Allbritton Stations and the Assigned Stations, except for KTUL(TV), WABM(TV) and WHP-TV,<sup>9</sup> have applications pending before the Commission for renewal of license. This statement is submitted in furtherance of the Commission’s policy permitting processing of multi-station transfer of control applications that involve a subset of stations with pending renewal applications where (1) no basic qualifications issues against the transferor and transferee were raised or, if raised, were resolved favorably, and (2) the transferee explicitly assents to standing in the stead of the transferor in any renewal proceeding that is pending at the time of consummation of the transfer of control.

STG hereby agrees to succeed to the position of the transferors of the Allbritton Stations with respect to any renewal applications that may be pending as of the consummation of the transactions described in the Allbritton Applications, consistent with the procedures set forth in *Shareholders of CBS Corporation*, 16 FCC Rcd 16072, 16072-73, ¶ 3 (2001). STG understands that the proposed assignees of the Assigned Stations have entered into a similar agreement to succeed to the position of the assignors of the Assigned Stations with respect to any renewal applications that may be pending as of the consummation of the transactions described in the Assignment Applications.

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<sup>8</sup> *Review of the Commission’s Regulations Governing Television Broadcasting*, 14 FCC Rcd 12903 n.116 (1999).

<sup>9</sup> The renewal applications for KTUL(TV) and WHP-TV are due on February 1, 2014 and April 1, 2015, respectively.

**WDBB TBA**

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.

H:\GROUPS\CORP\WFS\CLIENTS\SBG\10130.ALAWGRS\PSA.CL7  
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 <sup>April</sup> ~~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 H. Evans

WTTO, INC.

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

WDBB-TV, INC.

By: \_\_\_\_\_ (SEAL)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Exhibit 1

APR-15-2005 FRI 08:57 AM Broadcasting Management FAX NO. 3108600532  
04/22/05 13:18 FAX 703 812 0486 FLETCHER HEALD

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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.

**SECOND AMENDMENT  
TO THE  
PROGRAMMING SERVICES AGREEMENT  
BY AND BETWEEN  
WTTO, INC. AND WDBB - TV, INC.**

**THIS AMENDMENT NO. 2** (this "Amendment"), dated \_\_\_\_\_, 20\_\_\_, by and between the signatories hereto, to the Programming Services Agreement entered into on November 9, 1995, as amended by Amendment No. 1 dated April 22, 2005 (as amended, the "PSA") by and between WTTO, Inc. ("Programmer") and WDBB - TV, Inc., a wholly-owned subsidiary of Cunningham Broadcasting Corporation ("CBC") (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 PSA, as amended.

**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. Exhibit E to the Assignment and Assumption of Options To Acquire Common Stock of WDBB-TV, Inc. dated May 4, 2004 by and between Sinclair Broadcast Group, Inc. and Cunningham Broadcasting Corporation is hereby deleted in its entirety and replaced by this Amendment.

2. Section 5 of the PSA shall be amended by deleting in its entirety and adding in lieu thereof a new Section 5 as follows:

"The current term of the Agreement terminates on April 22, 2015 (the "Current Term"). The Current Term may be renewed at the option of either Programmer or Owner for an additional term of ten (10) years (the "Renewal Term"). In the event either Programmer or Owner wishes to exercise this option for the Renewal Term, the party so exercising shall give the other party written notice of the exercise of said option at least one (1) year prior to the end of the Current Term."

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

4. New Section 23 shall be added to the PSA as follows:

**23. Owner Employees.** Owner shall employ at the Station two full-time employees, a station manager, who shall report solely to Owner and will

direct the day-to-day operations of the Station (the "Manager"), and a staff level employee who will report to the Manager. Owner shall be responsible for and shall pay the salaries, taxes, insurance, and related costs for such employees."

5. New Section 24 shall be added to the PSA as follows:

"24. **Main Studio.** Owner shall maintain a main studio, as that term is defined by the rules, regulations, and policies of the FCC (collectively referred to in this Agreement as the "Rules"), in accordance with all such Rules. Owner shall maintain the Station's local public inspection files and logs and prepare place in such inspection files in a timely manner all material required by the Rules, including, without limitation, the Station's quarterly issues and program lists and information concerning children's programming. Programmer shall, upon request by Owner, promptly provide Owner with such information concerning Programmer's programs and advertising as is necessary to assist Owner in the fulfillment of Owner's obligations under the Rules or to enable Owner to verify independently the Station's compliance with the Rules, as well as any and all laws, rules, regulations, or policies applicable to the Station's operations."

6. New Section 25 shall be added to the PSA as follows:

"25. **Expenses.** Owner shall be solely responsible for and pay in a timely manner all expenses relating to the operation of the Station (other than for Programmer's programming and sale of advertising time and other expenses of Programmer hereunder), including, without limitation, (i) salaries, payroll taxes, insurance, benefits, and related costs of personnel employed by Owner in the operation of the Station as required by the Rules; (ii) insurance costs relating to Owner's owned assets and operations; (iii) Owner's telephone, delivery, and postal service; (iv) income, gross receipts, sales real property, personal property, excise, and/or any other taxes of any nature whatsoever related to the ownership of Owner's assets or Owner's programming efforts on the Station; (v) lease payments, power, and other utility bills, and maintenance costs for the Station's studio, transmission, and tower facilities; and (vi) costs and expenses (including legal costs and filing fees) incurred in connection with the Station's compliance with the Rules."

7. New Section 26 shall be added to the PSA as follows:

"26. **Invalidity of Any Part.** 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 provision 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.”

8. 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.

**[REST OF PAGE LEFT INTENTIONALLY BLANK  
- SIGNATURES ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, each of the parties hereto has executed this Amendment No. 2 or has caused this Amendment No. 2 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: \_\_\_\_\_

Exhibit 1

Programmer shall reimburse the Owner for (a) all costs related to the operation of the Station (except for capital improvements unless such improvements have been approved by the Programmer) so that the Owner can recover all of its reasonable actual expenses relating to the operation of the Station; (b) an amount equal to [REDACTED]; and (c) eleven (11) consecutive monthly payments of [REDACTED] Dollars and [REDACTED] Cents ([REDACTED]) and one monthly payment of [REDACTED] Dollars and [REDACTED] Cents ([REDACTED]) each calendar year during the Current Term or the Renewal Term, if any. The payments due under subsections (a), (b), and (c) shall be paid no later than fifteen (15) calendar days after the end of each month

**WLYH TBA**

## TIME BROKERAGE AGREEMENT

This TIME BROKERAGE AGREEMENT (the "Agreement") is made as of October 31, 1995 between CLEAR CHANNEL TELEVISION, INC. ("Clear"), a Nevada corporation, and GATEWAY COMMUNICATIONS, INC. ("Gateway"), a Delaware corporation.

### WITNESSETH:

WHEREAS, Clear and its affiliates are in the business of producing and transmitting news, sports, informational, public service and entertainment programming and associated advertising; and

WHEREAS, Clear desires to provide programming to be transmitted on Station WLYH-TV, Lancaster/Lebanon, Pennsylvania (hereinafter the "Station") pursuant to the provisions hereof and pursuant to applicable regulations of the Federal Communications Commission (the "FCC"); and

WHEREAS, Gateway desires to accept and transmit programming supplied by Clear on the Station while Gateway maintains control over the Station's finances, personnel matters and programming, as well as continuing to maintain the right to broadcast Gateway's own public interest programming on the Station;

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

### ARTICLE I PROGRAMMING AGREEMENT

1.1 Clear Programming. Clear hereby agrees to provide and Gateway agrees to transmit on the Station (including the subcarriers, vertical blanking interval, and any

additional authorizations or spectrum allocated to the Station in the future, including, but not limited to, a simulcast high-definition television channel) news, sports, informational and entertainment programming and associated advertising, promotional, and public service programming and announcement matter sufficient to program a substantial amount of the Station's broadcast day on a daily basis throughout the year (hereinafter "Clear Programming"), subject to Section 1.3 herein. Clear agrees to comply with all FCC regulations and policies and other applicable laws in the provision of Clear Programming and, in consultation with Gateway, said programming shall serve the ascertained needs and interests of the Station's communities of license; provided, however, that such efforts by Clear shall not displace the responsibility of Gateway to ensure that the overall programming of the Station responds to issues of concern to the community of license.

1.2 Gateway Programming. Gateway will retain sole responsibility for ascertainment of the needs of the community of license and service area, including specifically the children therein. The parties agree that the Clear Programming will include programming which responds to these ascertained needs and concerns, including children's programming. However, Gateway shall have the right and obligation to broadcast such additional programming, either produced or purchased by Gateway, as it determines appropriate to respond to the ascertained issues of community concern and to delete or preempt in its sole discretion any Clear programming for the purpose of transmitting such programming (hereinafter "Gateway Programming"). Gateway agrees to comply with all FCC regulations and policies and other applicable laws in the provision of the Station's programming.

1.3 Preemption. In addition to the above right of Gateway to delete or preempt Clear programming in order to broadcast Gateway programming responsive to issues of

concern to the communities of license and to children, Gateway maintains the independent right to preempt or delete any Clear Programming which Gateway believes to be unsatisfactory or unsuitable or contrary to the public interest, or to substitute programming which, in Gateway's opinion, is of greater local or national importance.

## ARTICLE II OPERATIONS

2.1 Compliance with FCC Regulations. Gateway will retain responsibility for and employ such personnel as is necessary to assure compliance with all FCC regulations, including all technical regulations governing the operation of the Station and all programming content requirements, including maintenance of a main studio and providing a meaningful managerial and staff presence at that main studio, ascertainment of and programming in response to community needs and concerns and the needs and concerns of children, political programming laws and regulations, sponsorship identification rules, lottery and contest regulations, maintenance of the Station's public and political files, compiling appropriate quarterly programs/issues lists, children's programming lists, employment records and all other FCC requirements and duties.

2.2 Clear Feed. Clear agrees at its sole expense to provide a broadcast-quality feed to the Station's transmitter. Clear technical personnel shall be responsible for connection of this feed to the Station's broadcast system and for switching the signal to air at the appropriate time, under the direction and supervision of the Gateway designated management level employee or his or her delegatee.

2.3 Station Staffing. Gateway shall have sole discretion to make and effectuate all staffing and personnel decisions for the Station, including the sole responsibility to determine appropriate levels of staffing to fulfill Gateway's duties under Section 2.1 herein.

Clear shall have no control or right of review whatsoever over any decision by Gateway to hire or dismiss any of its employees.

2.4 Station Maintenance. Gateway shall retain operational control over the Station and shall retain full responsibility for ensuring compliance with all FCC technical rules.

2.5 New Technology.

(a) The parties agree that any future FCC frequency allocations associated with the operation of the Station are included under the provisions of this Agreement. Specifically, Clear will have the right to build and own the transmission facility for any advanced television ("ATV") channel that may be made available by the FCC to the Station, enter into an appropriate agreement with Gateway for the lease of that facility to Gateway, and provide programming to that transmission facility under the terms of this Agreement. Such ATV transmission facility built by Clear for the Station shall conform to all FCC regulations and policies, including coverage criteria, and shall be designed and built in accordance with good engineering practices, subject to Section 2.4 of this Agreement. Should Clear not build and own such ATV transmission facility, Gateway may, at its own cost, construct such facility.

(b) Gateway agrees to apply for any ATV channel that the FCC makes available for the Station, or for any ATV channel for the use of the Station, on a mutually agreeable date during the FCC filing window for such channel. Gateway also agrees to participate fully upon the request of Clear in any and all assignment negotiations or channel-pairing negotiations with other broadcasters, broadcasting organizations, and/or FCC representatives, at Clear's cost.

(c) In the event the FCC approves an interim extended definition television ("EDTV") transmission system for broadcast over the existing NTSC channel, Clear will have the right, at no cost to Gateway, to modify the main transmission system under the supervision and control of Gateway's designated management level employee for implementation of the approved EDTV service.

(d) In the event that the FCC authorizes the provision of new technologies other than ATV or EDTV over either the NTSC or ATV channel, Clear will have the right, at no cost to Gateway and under the supervision and control of Gateway's chief operator, to modify the main transmission system for implementation of such technologies and/or to build and own a transmission facility for such technologies. Should new transmission facilities be built and owned by Clear under this Section, the parties agree to enter into an appropriate agreement for the lease of that facility to Gateway, and further agree that Clear shall provide programming and/or other content to that transmission facility under the terms of this Agreement for no additional consideration. For purposes of this Section, "new technologies" shall include, without limitation, transmission of compressed digital multi-channel ATV or NTSC video or audio signals, ancillary or primary digital voice or data telecommunications services, interactive services, and other future technologies.

(e) If this Agreement ends during any time when Gateway or its successor in interest is the licensee of the Station, Gateway or its successor in interest shall have the right to purchase for an amount equal to fair market value, as determined under subsection (f) below, any facilities constructed at the Station by Clear during the term of this Agreement to accommodate ATV, EDTV, or new technologies.

(f) The fair market value of the facilities referenced in subsection (e) above will be agreed upon by the parties or, if the parties are unable to agree, determined promptly

by appraisers who have experience in the valuation of the facilities at issue. One appraiser will be selected and paid for by Clear and one appraiser will be selected and paid for by Gateway. If the appraisals prepared by the two appraisers are 10% or less apart, the appraisals will be averaged to obtain fair market value. If the appraisals are more than 10% apart, the two appraisers will appoint a third appraiser, the services of which will be paid for equally by Clear and Gateway. After the third appraisal is completed, the fair market value will be determined by averaging the two closest in dollar value of the three appraisals.

### ARTICLE III

#### FEES AND OTHER CONSIDERATION

3.1 Fee Rate. Clear shall pay to Gateway as a fee on a monthly basis an amount as stated in Schedule B hereto. Amounts due to Gateway under this subsection shall be due and payable on the first day of the month pro rated for any partial month.

3.2 Adjustments.

(a) Gateway may preempt up to five hours per week of Clear Programming for the broadcast of Gateway Programming responsive to issues of concern to its community of license and/or the children of its community of license without any adjustment to the fee set out in Section 3. If at any time during the term of the Agreement, the Station shall delete or preempt more than five hours of Clear Programming in any given week, the fee payable to Gateway by Clear shall be reduced by the then-current market rate of the advertising time scheduled during the deleted or preempted Clear Programming. In order to facilitate the exercise of the preemption rights granted herein and by Sections 1.2 and 1.3 hereof, and to avoid undue disruption to the scheduling of Clear Programming and Gateway Programming, the parties, shall, to the extent reasonably necessary, communicate and coordinate their program schedules and rights to access to the Station's time hereunder to

serve their respective rights and obligations to serve the needs of the Station's service area and the reasonable commercial expectations of the parties.

(b) Notwithstanding the provisions of subsection 3.2(a), the fee payable to Gateway by Clear shall not be reduced if Gateway determines, in its good faith judgment, that such programming of more than five hours per week is necessary to meet FCC requirements or to meet Gateway's obligations as an FCC licensee.

3.3 Gateway Revenue. All revenues paid to Gateway for Gateway's sale of advertising or program time and contained within or related to public affairs programs specifically designed to serve the needs of Lancaster/Lebanon shall be retained by Gateway. Any revenues obtained or earned by Gateway for advertisements in programs or for airing of programs primarily designed as entertainment or commercial programs shall be paid over to Clear, including any revenue associated with commercial children's programs. Any revenue or consideration received by Gateway as repayment by CATV systems or other video distribution systems for rebroadcast or consent to carry the signal of the Station shall be paid to Clear inasmuch as Clear will pay the bulk of programming costs. Gateway may not enter into such an agreement for rebroadcast or consent to carry without the prior written consent of Clear, such consent not to be unreasonably withheld.

#### ARTICLE IV TERM

4.1 Initial Term. Subject to the provisions for early termination contained herein, the initial term of this Agreement shall commence on November 1, 1995 (the "Commencement Date") and shall expire at 12:00 midnight on December 31, 2015 (the "Initial Term"), unless otherwise renewed.

4.2 Renewal Term. This Agreement shall automatically renew for an additional period of five years, unless either party provides written notice of nonrenewal no later than the close of business on December 31, 2014.

4.3 (a) Termination by Gateway. Gateway may terminate this Agreement upon the failure of Clear repeatedly to comply in a substantial and material manner in the provision of programming to the Station with the rules, regulations or policies of the FCC or the provisions of Schedule C hereto, which failure constitutes a serious threat of license revocation or nonrenewal, or upon the loss, failure to renew, or revocation of the license issued by the FCC for the operation of the Station. Upon termination under the provisions of this Section, Gateway shall be relieved of all obligations to Clear under this Agreement; provided, however, there shall be a final accounting and payment of monies due but unpaid under this Agreement.

(b) Gateway shall give Clear notice of any failure by Clear to comply in a substantial and material manner in the provision of programming under FCC rules and regulations which failure constitutes a serious threat of license revocation or nonrenewal, or upon the loss, failure to renew, or revocation of the license issued by the FCC for the operation of the Station.

4.4 Termination for Refusal to Transmit Programs. In the event that Gateway fails to perform under this Agreement (except as provided in Sections 1.2, 1.3, 3.2(a) and 7.1) for either 24 consecutive hours or one-half hour in each day in any period of 15 consecutive days, Clear shall have the right, exercisable at any time within 30 days after the end of such period, to terminate this Agreement as of any date not less than 30 days after the date Clear notifies Gateway of its election to terminate this Agreement.

4.5 Termination for Default and Non-Performance. Other than as is provided in Sections 4.3 and 4.4, should either party otherwise be in breach of this Agreement for the non-performance of a material obligation, this Agreement may be terminated by the non-defaulting party if such breach shall continue for a period of 15 days following the receipt of written notice from the non-defaulting party, which notice shall indicate the nature of such default. If either party is found to have failed to perform a material obligation under this Agreement, reasonable attorneys' fees and expenses incurred or paid by the non-defaulting party in connection with or as a result of the exercise or enforcement of its rights may be awarded.

4.6 Bankruptcy. If either party shall file or have filed against it any petition for bankruptcy or reorganization or any other action under the United States Bankruptcy Act, as now or hereafter amended, or any other state or federal insolvency law, and with regard to such petition against it, that petition is not dismissed within sixty days the other party shall have the right, exercisable at any time within 60 days after the filing of any such petition or action, to terminate this Agreement as of any date within 120 days of the date such party notifies the other party of its election to terminate this Agreement. If such termination shall occur pursuant to this Section, such termination shall extinguish and cancel this Agreement without further liability of either party to the other, provided, however, that there shall be a final accounting and payment of monies due but unpaid under this Agreement.

4.7 Assignability.

(a) This Agreement shall inure to the benefit of and be binding upon Gateway, Clear and their respective successors and assigns. Subject to subsection (b) hereof, Gateway

shall not assign or transfer its rights, benefits, duties or obligations under this Agreement without the prior written consent of Clear.

(b) Gateway shall assign this Agreement in connection with an assignment of license or transfer of control of the Station for which FCC consent must be sought. Clear shall have the right to assign this Agreement to any affiliate of Clear or unaffiliated entity or party without the consent of Gateway, provided that Clear remain obligated under the provisions of this Agreement.

## ARTICLE V

### REGULATORY MATTERS

5.1 (a) Renegotiation Upon FCC Action. If at any time during the term of this Agreement the FCC issues a statement of general applicability or the FCC determines that this Agreement is inconsistent with Gateway's licensee obligations or is otherwise contrary to FCC policies, rules and regulations, or statutes, the parties shall renegotiate this Agreement in good faith and recast this Agreement in terms that are likely to cure the defects perceived by the FCC and return a balance of benefits to both parties comparable to the balance of benefits provided by related agreements between the parties of this date and by this Agreement in its current terms. If, after such good faith negotiations, either party determines that recasting this Agreement to meet the defects perceived by the FCC is impossible, either party may terminate this Agreement without further liability upon 180 days' prior written notice (or such shorter time as the FCC may order) provided that FCC consent for a wind-down period of such length is obtained. If termination shall occur pursuant to this Section, such termination shall extinguish and cancel this Agreement without further liability on the part of either party to the other; provided, however, that

there shall be a final accounting and payment of monies due but unpaid under this Agreement.

(b) Specific FCC Action. Notwithstanding the provisions of Section 5.1(a) above, should the FCC order that a Time Brokerage Agreement involving broadcast television stations may only last for a specific duration, the term of this Agreement will automatically be adjusted to said specific duration. The parties will have the option, in such case, to continually renew this Agreement for a period ending twenty years from the date of this Agreement.

## 5.2 FCC Approvals.

(a) Each party independently has determined in good faith that this Agreement can be entered into and implemented without filing any application, petition, request for declaratory ruling, or other filing with the FCC seeking its consent or approval. The parties also agree that this Agreement must be kept at the Station's facilities and made available to the FCC for inspection upon request under Section 73.3613 (e) of the FCC's Rules, but that this Agreement need not be filed with the FCC or maintained in the public file of either the Station or Station WHP-TV. Gateway agrees to comply with any changes in the FCC's rules relating to the filing and/or retention of the Agreement.

(b) Should a change in FCC policy or rules make it necessary to obtain FCC consent for the implementation, continuation or further effectuation of any element of this Agreement, both parties hereto shall use their best efforts to prepare, file and prosecute before the FCC all applications, petitions, waivers, construction applications, amendments, rulemaking comments and other related documents necessary to secure and/or retain FCC approval of all aspects of this Agreement. Clear and Gateway shall bear in equal measure the reasonable cost of preparation of any such documents, provided that each party has

approved such expenditures. FCC filings under this Section must be reviewed and approved by both parties prior to submission of such filings.

## ARTICLE VI

### REPRESENTATIONS AND WARRANTIES, COVENANTS

6.1 Gateway's Representations and Warranties. Gateway represents and warrants to Clear as follows:

(a) Organization. Gateway is duly organized, validly existing and in good standing under the laws of the State of Delaware. Gateway has the full power and authority necessary to carry out the transaction contemplated by this Agreement.

(b) Compliance with Law. Gateway has complied with and is now complying with all laws, rules and regulations governing the business, ownership and operations of the Station that are material in any way to this Agreement. Except as otherwise stated herein, no consent, approval or authorization by or filing with any governmental authorities on the part of Gateway is required in connection with the transactions contemplated herein. All attendant contracts and undertakings, as well as the carrying out of this Agreement, will not result in any violation of or be in conflict with Gateway's Certificate of Incorporation or its By-laws, or any existing judgment, decree, order, statute, law, rule, or regulation of any governmental authority applicable to Gateway.

(c) Authority. All requisite corporate resolutions and other authorizations necessary for the execution, delivery, performance and satisfaction of this Agreement by Gateway have been duly adopted and complied with, have not been modified and are in full force and effect.

(d) Misrepresentation of Material Fact. No representation made by Gateway contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein not misleading.

(e) Authorizations in Good Standing. Gateway currently is the holder of the authorizations related to the Station listed on Schedule A attached hereto, and Gateway holds each listed authorization in good standing. At the Commencement Date, Gateway's authorizations for the Station shall be in full force and effect and unimpaired by any acts or omissions of Gateway, its employees or agents; and there shall be no complaint, condition, event, defect, or occurrence existing or, to the knowledge of Gateway, threatened against said authorization(s) that would materially threaten their retention or renewability.

(f) Maintaining Business and Condition of Assets. Gateway will continue to operate the business of the Station in the regular course, and use its best efforts to preserve Gateway's goodwill and relations with customers, suppliers, employees and agencies, and use best efforts to make such employees, who may have been terminated, available to Clear. Gateway will comply in all material respects with all laws affecting its operation, file all required tax returns, pay all required taxes and otherwise maintain the Station Assets in good operating condition.

6.2 Clear's Representations and Warranties. Clear represents and warrants to Gateway as follows:

(a) Organization. Clear is a corporation duly organized, validly existing and in good standing under the laws of the State of Nevada and has full power and authority to own its property and to carry out all of the transactions contemplated by this Agreement.

(b) Compliance with Law. Except as otherwise stated herein, no consent, approval or authorization by or filing with any governmental authorities on the part of Clear is required in connection with the transactions contemplated herein. All attendant contracts and undertakings, as well as the carrying out of this Agreement, will not result in any violation of or be in conflict with Clear's Articles of Incorporation and By-laws or any existing judgment, decree, order, statute, law, rule or regulation of any governmental authority applicable to Clear.

(c) Corporate Authority. All requisite corporate resolutions and other authorizations necessary for the execution, delivery, performance and satisfaction of this Agreement by Clear have been duly adopted and complied with.

(d) Misrepresentation of Material Fact. No representation made by Clear herein contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein not misleading.

6.3 Gateway's Affirmative Covenant. Gateway covenants and agrees that it will comply in all material respects with all applicable federal, state and local laws, rules and regulations (including, without limitation, all FCC rules, policies and regulations) and pertinent provisions of all contracts, permits and pertinent agreements to which it is a party or is otherwise bound that relate to this Agreement.

6.4 Clear's Affirmative Covenant. Clear covenants and agrees that it will comply with all applicable federal, state and local laws, rules and regulations (including, without limitation, all FCC rules, policies and regulations) and pertinent provisions of all contracts, permits and pertinent agreements to which it is a party or is otherwise bound that relate to this Agreement. Clear further agrees that it will make its best efforts to comply with the program regulations and restrictions required by Gateway, which are attached hereto as

Schedule C. The parties agree that the regulations and restrictions attached hereto as Schedule C may be modified by mutual agreement at any time during the pendency of this Agreement.

6.5 Compliance with Copyright Act and Program Licensing Agreements. Clear represents and warrants that all Clear Programming provided to Gateway for broadcast on the Station will comply with the Copyright Act and/or the rights of any person under the Copyright Act. Clear shall assume and pay all copyright liability that may occur as a result of the broadcast of Clear Programming on the Station other than blanket music performance license fees, which fees shall be paid by Gateway subject to Section 3.1 hereof. Clear further represents and warrants that it has or will enter binding agreements with all program sources which authorize the broadcast of the Clear Programming on the Station. Clear shall assume and pay all liability to program suppliers for broadcast of the Clear Programming on the Station.

## ARTICLE VII

### MISCELLANEOUS

7.1 Force Majeure. Notwithstanding anything contained in this Agreement to the contrary, neither party shall be liable to the other for failure to perform any obligation under this Agreement (nor shall any charges or payments be made in respect thereof) if prevented from doing so by reason of fires, strikes, labor unrest, embargoes, civil commotion, rationing or other orders or requirements, acts of civil or military authorities, acts of God or other contingencies, including equipment failures, denial of the license renewal application of the Station due to a challenge by a third party unrelated to either of the parties, and beyond the reasonable control of the parties, and all requirements as to notice and other performance required hereunder within a specified period shall be

automatically extended to accommodate the period of pendency of such contingency which shall interfere with such performance.

7.2 Trademarks and Copyright. Gateway hereby grants Clear a limited license to use for the exclusive promotion, operation and benefit of the Station during the term of this Agreement, the trademarks, service marks, patents, trade names, jingles, slogans, logotypes and other intangible rights owned and used or held for use by Gateway in conjunction with the Station.

7.3 Notice. All notices, requests, demands and other communications that are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be deemed given when delivered by hand, overnight courier, or sent by facsimile transmission or on the day after mailing if mailed by express mail or its equivalent, postage prepaid, return-receipt requested if available, as follows:

(a) If to Gateway, to:

Gateway Communications, Inc.  
12 Gateway Plaza  
Columbus Drive  
P.O. Box 12  
Johnson City, NY 13790-0012  
Attention: Lamont T. Pinker, President

with a copy to:

Robert E. McQuiston  
Ballard Spahr Andrews & Ingersoll  
1735 Market Street  
51st Floor  
Philadelphia, PA 19103

(b) If to Clear, to:

J. Daniel Sullivan  
Clear Channel Television, Inc.  
4431 Dyke Bennett Road  
Franklin, TN 37064

with a copy to:

Kenneth E. Wyker, Esq.  
Vice President for Legal Affairs  
Clear Channel Television, Inc.  
200 Concord Plaza, Suite 600  
San Antonio, TX 78216-6940

or to such other address as any party shall have designated by notice or in writing to the other parties. Copies to counsel unaccompanied by notices to principals shall not constitute notice.

7.4 Duty to Consult. Each party agrees that it will use its best efforts not to take any action that will unreasonably interfere with, threaten or frustrate the other party's purposes or business activities, and that it will keep the other party informed of, and coordinate with the other party regarding, any of its activities that may have a material effect on such party.

7.5 Confidentiality. Except as may be required by law or any governmental agency, no announcement to the press or to any third party (specifically including, without limitation, the personnel of the Station) of the transactions contemplated herein shall be made prior to the commencement of this Agreement by either party without the consent of the other party.

7.6 Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remainder of this Agreement shall not be affected thereby, and the parties agree to use their best efforts to negotiate a replacement article that is neither invalid, illegal nor unenforceable, which will preserve the relative economic positions of the parties.

7.7 Amendment of Agreement. This Agreement supersedes all prior agreements and understandings of the parties, oral and written, with respect to its subject matter. This

Agreement may be modified only by an agreement in writing executed by all of the parties hereto.

7.8 Survival. All representations, warranties, covenants and agreements made herein by the parties hereto or in any certificate to be delivered hereunder or made in writing in connection with the transactions contemplated herein shall survive the execution and delivery of this Agreement.

7.9 Payment of Expenses. Except as otherwise provided herein and in Schedule B hereto, Gateway and Clear shall pay their own expenses incident to the preparation and carrying out of this Agreement, including all fees and expenses of their respective counsel.

7.10 Further Assurances. From time to time after the date of execution hereof, the parties shall take such further action and execute such further documents, assurances and certificates as either party reasonably may request of the other to effectuate the purposes of this Agreement.

7.11 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and shall become effective when each of the parties hereto shall have delivered to it this Agreement duly executed by the other party hereto.

7.12 Headings. The headings in this Agreement are for the sole purpose of convenience of reference and shall not in any way limit or affect the meaning or interpretation of any of the terms or provisions of this Agreement.

7.13 Dealings with Third Parties. Neither party is nor shall hold itself out to be vested with any power or right to bind contractually or act on behalf of the other as its contracting broker, agent or otherwise for committing, selling, conveying or transferring any

of the other party's assets or property, contracting for or in the name of the other party, making any contractually binding representations contractually binding such party.

7.14 Indemnification.

(a) In the event of claims, demands, causes of action, loss, investigations, proceedings, damages, penalties, fines, expenses and judgments, including reasonable attorneys' fees and costs, arising directly or indirectly out of the negligence or willful misconduct of the other party, its agents or employees in connection with the performance of this Agreement (including, without limitation, claims for antitrust violations and defamation arising from acts outside of Clear Programming), or arising out of or resulting from any inaccuracy, misrepresentation, or breach of any representation, warranty, or covenant contained herein, each party shall forever, to the fullest extent permitted by law, protect, save, defend and keep the other party harmless and indemnify said other party. The indemnified party agrees not to settle any such claims without the consent of the indemnifying party, which consent shall not be unreasonably withheld.

(b) Clear agrees to indemnify Gateway and hold Gateway, its officers, directors, stockholders and employees harmless against any FCC-issued fines or forfeitures arising from or relating to any Clear Programming broadcast on the Station. Gateway agrees to contest any such fines or forfeitures, at Clear's expense, in proceedings at the FCC or in any court to the extent desired by Clear provided that Gateway in its good faith judgment determines that there are contestable issues. Clear further agrees to indemnify Gateway against any petitions to deny, petitions for revocation, petitions for orders to show cause, or other challenges brought by parties unrelated to and unaffiliated with Gateway to the extent that such challenges rely upon Clear Programming. Clear further agrees to vigorously support Gateway, including the filing of FCC pleadings in support of Gateway,

in the event that any petitions to deny, petitions for revocation, petitions for orders to show cause, or other challenges are brought by parties unrelated to and unaffiliated with Gateway to the extent that such challenges concern the existence or operation of this Agreement.

(c) Clear shall forever, to the fullest extent permitted by law, protect, save, defend and keep Gateway and its officers, directors, stockholders, employees and agents and each of them harmless and indemnify them from and against all loss, damage, liability or expense, including reasonable attorney's fees, resulting from any claim of libel, slander, defamation, copyright infringement, idea misappropriation, invasion of right of privacy or publicity or any other claim against Gateway arising out of Clear's programming on the Station, provided that Gateway give Clear prompt notice of any claim and shall cooperate in good faith with Clear in attempts to resolve and settle any such claims. Gateway agrees not to settle any such claims without the consent of Clear, which consent shall not be unreasonably withheld. The foregoing shall not apply to any Gateway-provided programming.

7.15 GOVERNING LAW. THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICT OF LAWS.

7.16 Loyalty. In addition to the obligations and prohibitions otherwise provided hereunder, neither party, nor its officers, directors, partners, joint venturers, subsidiaries, parent corporations, affiliates, successors or assigns, each in the personal and corporate capacities, will directly or indirectly initiate, prosecute, or in any way knowingly aid in the initiation or prosecution of any challenge to the other party's FCC license(s), at any time during the term of this Agreement or any extension thereof, and for a period ending six

months after the date for the filing of the first license renewal application by either party after this Agreement is terminated or otherwise ends.

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

CLEAR CHANNEL TELEVISION, INC.

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

GATEWAY COMMUNICATIONS, INC.

By: *Lamont T. Pinker*  
Lamont T. Pinker  
President

Guaranteed by:

CLEAR CHANNEL COMMUNICATIONS, INC.

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

months after the date for the filing of the first license renewal application by either party after this Agreement is terminated or otherwise ends.

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

CLEAR CHANNEL TELEVISION, INC.

By: Mark P. Hayes

GATEWAY COMMUNICATIONS, INC.

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

Guaranteed by:

CLEAR CHANNEL COMMUNICATIONS, INC.

By: Mark P. Hayes

FCC AUTHORIZATIONS

TBA PAYMENT TERMS

The Fee payable pursuant to Section 3.1 of the TBA shall be the sum of (i) and (ii):

(i) ██████ per annum payable in monthly installments of ██████ each. Upon termination of the TBA for any reason, except expiration of the Initial Term, the fee payable under this paragraph (i) shall remain due and owing for twenty years from the commencement date; Notwithstanding the foregoing, upon exercise of the Option, the ██████ option price shall be deemed applied to the next 48 payments of the fee payable under this paragraph (i) and the sum of the present values of the remaining installments of the fee payable hereunder discounted to the date of payment at the Adjusted Treasury Rate (as hereinafter defined) shall be due and payable. The Adjusted Treasury Rate means one-twelfth of the interest rate per annum equal to the latest three-week moving average of the yields to maturity of U.S. Treasury notes trading closest to par value and maturing on a date closest to the due date of the final installment plus 100 basis points. The three-week moving average shall be determined on the basis of yields of such U.S. Treasury notes published in The Wall Street Journal for each of the 15 business days preceding the date of determination.

(ii) An amount equal to any and all expenses, costs and other charges whatsoever incurred and paid by Gateway in operating the Station during the Initial Term or any Renewal Term, including without limitation and without duplication, all costs and expenses under the Equipment and Studio Lease entered into by Gateway and Clear on even date herewith whether stated to be at Clear's cost or Gateway's cost (including monthly rental expense and all expenses of maintaining the Equipment) or any other lease of Station facilities hereafter entered into by Gateway and Clear, insurance expense, employee salaries and benefit expense for employees retained by Gateway to comply with the terms of the TBA, utilities, programming expense (net of any revenues retained by Gateway under the terms of the TBA), blanket music performance license fees and FCC license renewal and annual license fees, all FCC fees, costs and expenses incurred in connection with applying for licenses for new technology, expenses incurred under Article 5.2(b) of the TBA, all expenses of complying with FCC technical rules and any expenses, costs or other charges incurred by Gateway under any provision of the TBA whether stated to be at Clear's or Gateway's cost, all amounts paid in settlement of litigation and other claims, the cost of any personal and real property and improvements thereto, attorneys' and other consultant or advisors' fees, and all use, real property and personal property taxes and fees. The only expenses, costs and other charges incurred by Gateway not to be taken into account under this paragraph (ii) are (a) taxes based on the income of Gateway, (b) appraisal fees described in Section 2.5(f) of the TBA, and (c) expenses, costs and other charges that are not incurred in connection with the operation of the Station. Such amounts shall be paid within thirty days after receipt by Clear of invoices from Gateway, accompanied by evidence of payment of expenses by Gateway for which invoices are presented. The obligation of Clear to reimburse Gateway under this paragraph (ii) shall survive the termination of the TBA, for any expenses, costs, charges or claims arising with respect to the operation of the Station during the term of the TBA.

PROGRAM REGULATIONS AND RESTRICTIONS

Clear Channel Television, Inc. ("Clear"), will take care to observe and exercise reasonable diligence to comply with the following regulations and restrictions in the preparation, writing and provision for broadcast of the Clear Programming on Station WLYH-TV (the "Station"):

- I. Ethnic and Racial Issues. All programming broadcast by Clear under this Agreement shall avoid airing material which may unreasonably exacerbate racial and/or ethnic tensions or otherwise give reasonably foreseeable, unnecessary and/or undue offense to any segment of the viewing audience.
  
- II. No Denominational Attacks. Clear Programming will not be used as a medium for attack on any faith, denomination or sect or upon any individual or organization.
  
- III. 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. No commercial messages ("plugs") or undue references shall be made in programming presented over the Station to any business venture, profit-making activity or other interest (other than noncommercial announcements for bona fide charities, church activities or other public service activities) in which Clear is directly or indirectly interested without the same having been approved in

advance by the Station's General Manager and such broadcast being announced, logged and sponsorship identification driven.

IV. Election Procedures. Clear will clear with the Station's General Manager the schedule of rates that Clear will charge for the time to be sold to candidates for public office or their supporters to make certain that such rates conform with applicable law and the Station's policies. In its sole discretion, the Station may require that Clear grant access for the purchase of time to candidates for political office or their supporters. In the event that any candidates for political office or their supporters are entitled to purchase time in Clear programming, Clear will provide such access as reasonably required in accordance with applicable law.

V. Required Announcements. Clear will include (i) an announcement in a form satisfactory to Gateway at the beginning of each hour of programming to identify the Station's call letters and (ii) any other announcements required by applicable law.

VI. No Illegal Announcements. No announcement or promotions prohibited by law of any lottery or game will be made over the Station. Any game, contest or promotion relating to, or to be presented over, the Station must be fully stated and explained to Gateway upon request by it, which reserves the right, in its discretion, to reject the game, contest or promotion.

VII. Licensee Discretion Paramount. In accordance with the Licensee's responsibility under the Communications Act of 1934, as amended, and the rules and regulations of the FCC, Gateway reserves the right to reject or terminate any advertising proposed to be presented or being presented over the Station which is in conflict with the Station's policy or which, in Gateway's judgment, would not serve the public interest.

VIII. Programming Prohibitions. Clear will not include in Clear Programming 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. Obscenity and Indecency. Any programs or announcements that (1) have a dominant theme that, taken as a whole, appeals to the prurient interest in sex, portray any sexual conduct in a patently offensive way, and lack literary, artistic, political or scientific value or (2) describe, in terms patently offensive as measured by contemporary community standards for the broadcast medium, sexual or excretory activities or organs at times of the day when children are likely to be in the audience.

- D. Unauthenticated Testimonials. Any testimonials which cannot be authenticated.
- E. Commercial Limitations in Children's Programming. Clear shall not air more than 10.5 minutes of commercial matter on weekends or more than 12 minutes of commercial matter on weekdays or on any programming produced and aired for children, in accordance with the rules and regulations of the Federal Communications Commission applicable thereto, and Clear agrees to abide by any modifications in these rules and regulations that may be made by the FCC.
- X. Waiver. Gateway may waive any of the foregoing regulations and restrictions in specific instances if, in its opinion, good broadcasting in the public interest is served. In any case where questions of policy or interpretation of matters contained in this Schedule arise, Clear shall submit the same to Gateway for decision before making any commitments in connection therewith.

## AMENDMENT TO TIME BROKERAGE AGREEMENT

This Amendment to Time Brokerage Agreement (this "Amendment") is made as of \_\_\_\_\_, 2006 and amends the Time Brokerage Agreement (the "TBA") dated as of \_\_\_\_\_, 1995 between The Television Station Group Pennsylvania License Subsidiary, LLC ("TSG"), as successor in interest to the rights of Gateway Communications, Inc., and Clear Channel Television, Inc. ("Clear").

WHEREAS, pursuant to the terms and conditions of the TBA, Clear acts as time broker for commercial television station WLYH-TV, Lancaster/Lebanon, Pennsylvania (the "Station"), provides programming to be broadcast on the Station, sells advertising time to be broadcast during that programming, and retains the revenues derived from the sale of such advertising time.

WHEREAS, TSG and Clear (collectively, the "Parties") agree that it is in the best interests of the Station and the Parties for the Station to enter into a network affiliation agreement with The CW television network (the "CW Affiliation Agreement").

WHEREAS, the Parties desire to provide herein for their respective responsibilities and obligations with respect to the CW Affiliation Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, and intending to be legally bound, the Parties hereby agree as follows:

1. A new Section 2.6 shall be added to the TBA, which shall read as follows:

"2.6 Compliance with Terms of Affiliation Agreement. Clear shall, at Clear's sole cost and expense, co-operate with TSG and take all action reasonably required, including without limitation action reasonably requested by TSG, in connection with TSG's compliance with its obligations, and exercise of its rights, under the CW Affiliation Agreement. Such action shall include, without limitation, actions in connection with compliance with the Station's obligations with respect to program clearance and broadcast of specific programs during specific dayparts, promotion and marketing, high definition broadcast, and confidentiality, and exercise of the Station's rights with respect to pre-emption of programming."

2. Schedule B to the TBA shall be amended to add the following sentence at the end of Section (ii) thereof:

"Without limiting the generality of the foregoing, Clear shall bear, or reimburse TSG for as the case may be, all payments required to be made by the Station under the CW Agreement, including without limitation programming fees."

3. Each of the Parties hereby represents and warrants to the other that it has the power and authority to execute and deliver this Amendment, and that this Amendment has been duly

executed and delivered by it and constitutes a binding agreement of such Party, enforceable against such Party in accordance with its terms, except as enforcement may be limited by principles of equity or by bankruptcy, insolvency or other similar laws affecting creditors' rights generally.

4. Except as set forth in this Amendment, the TBA shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first set forth above.

THE TELEVISION STATION GROUP PENNSYLVANIA LICENSE SUBSIDIARY, LLC

By: \_\_\_\_\_  
Name:  
Title:

CLEAR CHANNEL TELEVISION, INC.

By: \_\_\_\_\_  
Name:  
Title:

**WTAT TBA**

## TIME BROKERAGE AGREEMENT

This Time Brokerage Agreement (the "Agreement") is entered into as of the 1st day of July 1998, by and between Sullivan Broadcasting Company III, Inc., a Delaware corporation ("Owner") and Sinclair Communications, Inc., a Maryland corporation ("Programmer").

RECITALS

WHEREAS, Owner is the licensee, pursuant to authorizations issued by the Federal Communications Commission ("FCC") of the television stations listed on Exhibit A (referred to collectively as the "Stations" or individually as a "Station"); and

WHEREAS, effective on February 23, 1998 Owner and Programmer entered into an Agreement and Plan of Merger (the "Merger Agreement") among Sullivan Broadcast Holdings, Inc., Sinclair Broadcast Group, Inc. and ABRY Partners pursuant to which Programmer agrees to merge a newly-formed subsidiary into Owner; and

WHEREAS, Programmer is experienced in broadcast ownership and operation; and

WHEREAS, during the term of this Agreement, Owner wishes to retain Programmer to provide programming and related services for the Stations, all in conformity with Station policies and procedures, FCC rules and policies for time brokerage arrangements, and the provisions hereof; and

WHEREAS, Programmer agrees to use the Stations to broadcast such programming of its selection that is in conformity with all rules, regulations and policies of the FCC, subject to Owner's full authority to manage and control the operation of the Stations; and

WHEREAS, Owner and Programmer agree to cooperate to make this Agreement work to the benefit of the public and both parties and as contemplated by the terms set forth herein.

NOW, THEREFORE, in consideration of the above recitals, and mutual promises and covenants contained herein, the parties, intending to be legally bound, agree as follows:

AGREEMENT

Section I Use of Station Air Time.

1.1 Scope. During the term of this Agreement, Owner shall make available to Programmer broadcast time on the Stations as set forth in this Agreement. Programmer shall deliver such programming, at its expense, to each Station's transmitter. Subject to the provisions of this Agreement, Programmer shall provide such programming of Programmer's selection, including commercial matter, news, public service announcements and other suitable programming, to each Station for at least one hundred and sixty-six (166) hours per week. 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 the Stations without interruption, deletion, or addition of any kind. Owner may use such time as it may require, which is not expected to [REDACTED] station, for the broadcast of its own regularly-scheduled news, public affairs, and other non-entertainment programming on the Stations to satisfy Owner's obligation to provide programming responsive to the community's needs and interests. Owner agrees that Programmer may sell, or engage a third party to sell, commercial time during the programming provided by Programmer to the Stations for Programmer's account.

1.2 Term.

(a) This Agreement shall commence on the first day of the July 1998 (the "Effective Date") and end on the date of the Merger under the Merger Agreement, as defined by and contemplated under the Merger Agreement (the "Term") unless earlier terminated pursuant to Section 5 herein.

(b) Subject to Section 1.2(a), upon commencement, this Agreement will have a term of ten (10) years, provided that Programmer and Owner shall, at Programmer's option, and to the extent permitted by applicable FCC rules and policies, negotiate in good faith to renew this Agreement for an additional term ("Renewal Term") ending ten (10) years immediately after the end of said initial term; provided, however, that in the event Programmer assigns its rights under the Merger Agreement or the right to acquire the Stations' FCC licenses to a third party, this Agreement may be extended by mutual agreement of Programmer and such assignee.

1.3 Monthly Payment. 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 Exhibit B hereto. ("Monthly Payment"), payable on the last day of each calendar month; provided, however, that the Monthly Payment shall be prorated on a daily basis for each partial calendar month, if any, and shall be paid on the last day of such partial month, whether or not such day coincides with the last day of a calendar month. In the event of any preemption by Owner of Programmer's programming or advertising as set forth herein, Programmer shall receive a pro-rated credit for the preempted programming and lost revenues for the preempted advertising against the monthly payment required under this Section 1.3.

**Section II Station Operations.**

2. Owner Control Over Station Operations.

(a) Owner shall retain full authority, power and control over the management and operations of the Stations during the term of this Agreement, including specifically control over its personnel, programming, engineering, and finances.

(b) Subject to Owner's ultimate and sole authority, power and control over the management and operations of the Stations, Programmer agrees to provide programming, accounting and bookkeeping, and related services to the Stations. Such related services shall include: (i) the sale of advertising time on the Stations; (ii) coordination of traffic and billing functions; (iii) maintenance, repair and replacement of the Stations' transmitting or studio equipment and all other assets, and (iv) other administrative or operational functions as Owner may from time to time assign to Programmer consistent with FCC rules and policies relating to time brokerage agreements. Programmer shall provide and perform its obligations hereunder, including all related services, diligently and in a manner consistent with applicable law and broadcast industry practices.

(c) Subject to any change in applicable law, Owner shall employ at each Station's main studio location, at least two full-time employees, including a station manager and a staff level employee, who will direct the day-to-day operations of the Stations, and who will report to and be accountable to Owner. Such employees shall be paid reasonable compensation commensurate with their job responsibilities, as determined by Owner after consultation with Programmer.

(d) When on the Owner's premises, all employees of Programmer used to provide Programmer's programming or other services to the Stations shall be subject to the overall supervision of Owner's management personnel.

**Section III Station Public Interest Obligations.**

3.1 Owner Authority. Owner shall be responsible for the Stations' compliance with all applicable provisions of the Communications Act of 1934, as amended (the "Act"), the rules, regulations and policies of the FCC and all other applicable laws. Programmer shall cooperate with Owner, at Programmer's expense, in taking such actions as Owner may reasonably request to assist Owner in maintaining the Stations' compliance with the Act, the rules, regulations and policies of the FCC and all other applicable laws. Notwithstanding any other provision of this Agreement, Programmer recognizes that Owner has certain obligations to operate the Stations in the public interest and to broadcast programming to meet the needs and interests of each Station's community of license and service area. From time to time Owner shall air, or if Owner requests, Programmer shall air, programming on issues responsive to the needs and interests of each Station's local community and service area. Nothing in this Agreement shall abrogate or limit the unrestricted authority of Owner to discharge its obligations to the public and to comply with the Act and the rules, regulations and policies of the FCC, and Owner shall have no liability or obligation to Programmer (except for the credit for preempted programming and advertising provided for in Section 1.3) for taking any action that Owner deems necessary or appropriate to discharge such obligations or comply with such laws, rules, regulations or policies.

3.2 Additional Owner Obligations. Although both Owner and Programmer shall cooperate in the broadcast of emergency information over the Stations, Owner shall retain the right, without any liability or obligation to Programmer, to interrupt, preempt or cancel

Programmer's programming in case of an emergency or to air programming which, in the good faith judgment of Owner, is of greater local or national public importance. Owner shall coordinate with Programmer the Stations' hourly station identifications and any other announcements required to be aired by FCC rules or regulations. Owner shall, subject to applicable rules and policies of the FCC, (i) continue to maintain and staff a main studio, as that term is defined by the FCC, for each Station within each Station's principal community contour, (ii) maintain each Station's local public inspection files within the Station's community of license, and (iii) prepare and place in such inspection files in a timely manner all material required by Section 73.3526 of the FCC's rules, including without limitation each Station's quarterly issues and program lists and information concerning children's programming. Programmer shall, upon request by Owner, promptly provide Owner with such information concerning Programmer's programs and advertising as is necessary to assist Owner in the fulfillment of Owner's obligations under the Act or FCC policies and rules or to enable Owner to verify independently the Stations' compliance with any and all laws, rules, regulations or policies applicable to the Stations' operations. Owner shall also maintain the Stations' logs, receive and respond to telephone inquiries, and control and oversee any remote control points for the Stations.

**Section IV Station Programming & Operational Policies.**

4.1 Broadcast Station Programming Policy. Programmer agrees and covenants to comply in all material respects with the Act, with all rules and regulations of the FCC, and with any and all other applicable laws, rules, and policies of any other governmental authority. Programmer shall furnish or cause to be furnished the artistic personnel and material for the programs as provided by this Agreement and all programs shall be prepared and presented in

conformity with the Act and other applicable laws and the rules, regulations and policies of the FCC. All advertising spots and promotional material or announcements shall comply with all applicable federal, state and local regulations and policies and shall be produced in accordance with quality standards established by Programmer. If Owner determines that a program, commercial announcement or promotional material supplied by Programmer is for any reason, in the exercise of Owner's sole discretion, unsatisfactory or unsuitable or contrary to the public interest, Owner may, upon written notice to Programmer (to the extent time permits such notice), and without any liability or obligation to Programmer (other than the credit for preempted programming and advertising provided for in Section 1.3), suspend or cancel such program, commercial announcement or promotional material and substitute its own programming or, if Owner requests, Programmer shall promptly provide suitable substitute programming, commercial announcement or other announcement or promotional material.

4.2 Owner Control of Station Programming. Notwithstanding any contrary provision contained in this Agreement, and consistent with Owner's obligations pursuant to the Act and the rules and policies of the FCC, Owner shall have the right, without any liability or obligation to Programmer (other than the credit for preempted programming provided for in Section 1.3) to delete any material contained in any programming or commercial matter furnished by Programmer for broadcast over a 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, without any liability or obligation to Programmer (other than the credit for preempted programming and advertising provided for in Section 1.3) to broadcast Owner's own programming in place of such deleted material.

4.3 Political Advertising. Owner shall oversee and shall take ultimate responsibility for the Stations' compliance with the political broadcasting rules of the FCC and Sections 312 and 315 of the Act, or any similar provision which may be enacted during the term hereof imposing a duty upon broadcast station licensees with respect to broadcast of political advertising or programming, including but not limited to the provision of equal opportunities, compliance with lowest unit charge requirements, and the provision of reasonable access to federal political candidates. Programmer shall cooperate with Owner, at Programmer's expense, to assist Owner in complying with the Act and the political broadcasting rules of the FCC.

Programmer shall supply such information promptly to Owner as Owner reasonably deems necessary or useful to comply with the lowest unit charge and other applicable political broadcast requirements of federal law. To the extent that Owner deems it necessary or appropriate, Programmer shall release advertising availabilities to Owner to permit Owner to comply with the political broadcasting rules of the FCC and Sections 312 and 315 of the Act, or any similar provision which may be enacted during the term hereof imposing a duty upon broadcast station licensees with regard to the broadcast of political advertising or programming. Programmer shall be entitled to all revenues received by Owner for such advertising.

4.4 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.

4.5 Payola/Plugola. Neither Programmer nor its employees or designated agents shall accept any consideration, compensation, gift or gratuity of any kind, regardless of its value or form, including but not limited to a commission, discount, bonus, material, supplies or other merchandise, services or labor, for the inclusion of any matter as a part of the programming or

commercial matter to be supplied to Owner pursuant to this Agreement, whether or not pursuant to written contract or agreement between Programmer and merchants or advertisers, unless the payer is identified in the program in accordance with the Act and FCC rules and policies. Programmer shall provide Owner with an appropriate affidavit within [REDACTED] of the Effective Date of this Agreement and thereafter on an annual basis, and more frequently if reasonably requested by Owner, attesting to its compliance with this Section.

4.6 Programmer Compliance with Copyright Act. Programmer represents and warrants that Programmer will have full authority to broadcast the programming it provides on the Stations pursuant to this Agreement; that Programmer shall not broadcast any material in violation of the Copyright Act; and that 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.

#### **Section V Termination.**

##### 5.1 Termination by Programmer.

This Agreement may be terminated by Programmer by written notice to Owner, if Programmer is not then in material default or breach hereof, upon the occurrence of any of the following:

(a) Owner is in material breach of its representations or its material obligations under the Merger Agreement, and Programmer has terminated the Merger Agreement in accordance with its terms.

(b) Owner is in material breach of its representations or its material obligations hereunder, and has failed to cure such breach within [REDACTED] of written notice from Programmer.

5.2 Termination by Owner. This Agreement may be terminated by Owner by written notice to Programmer, if Owner is not then in material default or breach hereof, upon the occurrence of any of the following:

(a) Programmer is in material breach of its representations or its material obligations under the Merger Agreement, and Owner has terminated the Merger Agreement in accordance with its terms.

(b) Programmer is in material breach of its representations or its material obligations hereunder, and has failed to cure such breach within [REDACTED] of notice from Owner.

5.3 Termination due to invalidity or material change. Unless terminated pursuant to the provisions of Section 1.2, this Agreement will terminate upon the first to occur of any of the following:

(a) this Agreement is declared invalid or illegal in whole or substantial part by an order or decree of an administrative agency or court of competent jurisdiction and such order or decree has become final and no longer subject to further administrative or judicial review;

(b) there has been a material change in FCC rules or policies that would cause this Agreement to be in violation thereof, and such change is in effect and not the subject of an appeal or further administrative review; provided, that in such event the parties shall first negotiate in good faith and attempt to agree on an amendment to this Agreement that will provide the parties with a valid, binding and enforceable agreement that conforms to the new FCC rules, policies or precedent;

(c) the mutual, written consent of both parties;

(d) at the Merger as defined in the Merger Agreement; or

(e) the termination of the Merger Agreement for a reason other than set forth in Sections 5.1(a) or 5.2(a) above, provided that Programmer may determine in its discretion not to terminate this Agreement in such event.

(f) Programmer's Additional Termination Rights. Notwithstanding anything herein to the contrary and in addition to Programmer's termination rights in Section 5.1 above, Programmer shall have the right to terminate this Agreement (i) upon the event that Owner makes a general assignment for the benefit of creditors, files or has filed against it a petition for bankruptcy, reorganization or an arrangement for the benefit of creditors, or for the appointment of a receiver, trustee or similar creditors' representative for the property or assets of Owner under any federal or state insolvency law, which if filed against Owner, has not been dismissed within [REDACTED] thereof, or (ii) upon termination of the Merger Agreement, whereby the Closing contemplated in the Merger Agreement will not occur.

(g) Owner's Additional Termination Rights. Notwithstanding anything herein to the contrary and in addition to Owner's termination rights in Section 5.2 above, Owner shall have the right to terminate this Agreement (i) upon the event that Programmer makes a general assignment for the benefit of creditors, files or has filed against it a petition for bankruptcy, reorganization or an arrangement for the benefit of creditors, or for the appointment of a receiver, trustee or similar creditors' representative for the property or assets of Programmer under any federal or state insolvency law, which if filed against Programmer, has not been dismissed within [REDACTED] thereof, or (ii) upon termination of the Merger Agreement, whereby the Merger contemplated in the Merger Agreement will not occur.

**Section VI Severability.**

6.1 It is the intent of the parties hereto that the transactions contemplated hereunder comply in all respects with applicable law, including but not limited to 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. In such event, the parties shall use commercially reasonable efforts to reach agreement promptly on lawful substitute provisions in place of said offending provision to effectuate as nearly as possible their intent as expressed hereunder.

**Section VII Force Majeure.**

7.1 Any delay or interruption in the broadcast of programs, or failure at any time to furnish facilities, in whole or in part, for broadcast, or any failure to deliver programming or commercial matter, due to Acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods or any other cause not reasonably within the control of Programmer or Owner, as the case may be, shall not constitute a breach of this Agreement, and neither party will be liable to the other for any liability or obligation with respect thereto.

**Section VIII Insurance.**

8.1 Owner will maintain in full force and effect throughout the term of this Agreement insurance with responsible and reputable insurance companies or associations covering such risks (including fire and other risks insured against by extended coverage, public liability insurance, insurance for claims against personal injury or death or property damage and such other insurance as may be required by law) and in such amounts and on such terms as

conventionally carried by broadcasters operating television stations with facilities comparable to those of the Stations. Any insurance proceeds received by Owner in respect of damaged property will be used to repair or replace such property so that the operation of each Station conforms with this Agreement.

**Section IX Indemnification.**

9.1 Indemnification by Programmer. Programmer shall indemnify and hold harmless Owner from and against any and all claims, losses, costs, liabilities, damages, and expenses, including any FCC fines or forfeitures (including reasonable legal fees and other expenses incidental thereto), of every kind, nature and description (collectively "Damages") arising or resulting from or relating to (a) Programmer's breach of any representation, covenant, agreement or other obligation of Programmer contained in this Agreement, (b) any action taken by Programmer or its employees and agents with respect to the Stations, or any failure by Programmer or its employees and agents to take any action with respect to the Stations, including, without limitation, Damages relating to violations of the Act, or any rule, regulation or policy of the FCC, slander, defamation or other claims relating to programming provided by Programmer or Programmer's broadcast and sale of advertising time on the Stations, or (c) the business or operations of the Stations (except where the Damages are caused by Owner's negligence, recklessness, willful misconduct, or breach of its representations or obligations under this Agreement) from and after the Effective Date of this Agreement.

9.2 Indemnification by Owner. Owner shall indemnify and hold harmless Programmer from and against any and all Damages arising or resulting from or relating to (a) Owner's breach of any representation, covenant, agreement or other obligation of Owner contained in this Agreement, (b) any action taken by Owner or its employees and agents with

respect to the Stations, or any failure by Owner or its employees and agents to take any action with respect to the Stations, including, without limitation, Damages relating to violations of the Act, or any rule, regulation or policy of the FCC, slander, defamation or other claims relating to programming provided by Owner or Owner's broadcast and sale of advertising time on the Stations, and (c) Owner's ownership of the Stations (except where the Damages were incurred by Programmer's negligence, recklessness, willful misconduct, or breach of any representation, covenant, agreement or other obligation contained in this Agreement).

9.3 Indemnification Procedure. Neither Owner nor Programmer shall be entitled to indemnification pursuant to this Section unless such claim for indemnification is asserted in writing delivered to the other party, together with a statement as to the factual basis for the claim and the amount of the claim. The party making the claim (the "Claimant") shall make available to the other party (the "Indemnitor") the information relied upon by the Claimant to substantiate the claim. The Indemnitor under this Section 9.3 shall have the right to conduct and control through counsel of its own choosing the defense of any third party claim, action or suit (and the Claimant shall cooperate fully with the Indemnitor), but the Claimant may, at its election, participate in the defense of any such claim, action or suit at its sole cost and expense; provided, that, if the Indemnitor shall fail to defend any such claim, action or suit, then the Claimant may defend through counsel of its own choosing such claim, action or suit, and (so long as it gives the Indemnitor at least [REDACTED] notice of the terms of the proposed settlement thereof and permits the Indemnitor to then undertake the defense thereof) settle such claim, action or suit, and recover from the Indemnitor the amount of such settlement or of any judgment and the costs and expenses of such defense. The Indemnitor shall not compromise or settle any third party

claim, action or suit without the prior written consent of the Claimant, which consent will not be unreasonably withheld or delayed.

9.4 Damages: Specific Performance.

(a) In the event of a material breach by Owner of its obligations hereunder, Programmer shall be entitled to seek monetary damages against Owner. The parties recognize, however, that, given the unique nature of the Stations and this Agreement, monetary damages alone will not be adequate to compensate Programmer for any injury resulting from Owner's breach. Programmer shall therefore be entitled, in addition to a right to seek and collect monetary damages, to obtain specific performance of the terms of this Agreement. If any action is brought by Programmer to enforce this Agreement, Owner shall waive the defense that there is an adequate remedy at law. In addition, in the event of a material breach by Owner of its obligations hereunder, Programmer shall be entitled to terminate this Agreement and exercise its rights pursuant to Section 9.1 hereof (except that Programmer may not assert consequential, special or punitive damages or any claim for lost profits).

(b) In the event of a material breach by Programmer of its obligations hereunder, Owner shall be entitled to (i) terminate this Agreement, exercise its rights pursuant to Section 9.2 hereof (except that Owner may not assert consequential, special or punitive damages or any claim for lost profits), and (ii) pursue whatever other remedies Owner may have under applicable law.

(c) In the event any party files a lawsuit or institutes other formal legal action to enforce its rights under this Agreement, the prevailing party shall be reimbursed by the other party for all reasonable expenses incurred thereby, including reasonable attorneys' fees.

**Section X Representations, Warranties, and Covenants.**

10.1 Representations, Warranties, and Covenants of Owner. Owner represents, warrants, and covenants that:

(a) Owner is now, and for so long as this Agreement shall be in effect will be, the holder of the FCC licenses necessary for the operation of the Stations as then being operated;

(b) This Agreement constitutes the legal, valid and binding obligation of Owner, enforceable in accordance with its terms, except to the extent that the enforcement thereof may be limited by (1) bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting creditors' rights and remedies generally, and (2) general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).

(c) Owner has the legal right, power and authority to enter into this Agreement and to fully perform its obligations hereunder, and its performance hereunder does not and shall not violate the terms of any other agreement by which it is bound or to which it is a party.

(d) Except for periods where reduction of power is required for routine or emergency maintenance activities, Owner shall use all reasonable efforts to operate the Stations at their maximum authorized transmitter power, with antenna centers of radiation at their full authorized height above ground and above average terrain.

(e) Owner shall not disclose any sales or other proprietary information of Programmer to any third party.

10.2 Representations, Warranties and Covenants of Programmer. Programmer represents, warrants, and covenants (a) that this Agreement constitutes the legal, valid and binding obligation of Programmer, enforceable in accordance with its terms, except to the extent

that the enforcement thereof may be limited by (i) bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights and remedies generally, and (ii) general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity); and (b) that Programmer is able to carry out its obligations and duties under this Agreement.

**Section XI Covenants.**

**11.1 Performance of Air Time Sold by Owner/Accounts Receivable.**

(a) Should there exist, on the Effective Date, any commitments made by Owner prior to the term for commercial advertising time to be aired during the term (for cash or trade), Programmer shall honor such commitments by broadcasting such advertising, but Programmer shall be entitled to any revenue stemming from the performance of such commitments of Owner.

(b) As soon as practicable after the Effective Date hereof, Owner shall deliver to Programmer a complete and detailed list of all the rights of Owner as of the Effective Date hereof to payment for the sale of advertising time and other goods and services by the Station prior to the Effective Date (the "Accounts Receivable"). During the 120-day period beginning on the Effective Date (the "Collection Period"), Programmer shall use commercially reasonable efforts to collect the Accounts Receivable in the usual and ordinary course of business, using the Programmer's credit, sales and other appropriate personnel in accordance with customary practices, which are not required to include referral to a collection agency. Notwithstanding the foregoing, Programmer shall not be required to institute legal proceedings on Owner's behalf to enforce the collection of any Accounts Receivable. Programmer shall not adjust any Accounts Receivable or grant credit without Owner's written consent, and Programmer shall not pledge,

secure or otherwise encumber such Accounts Receivable or the proceeds therefrom. The Accounts Receivable collected by Programmer shall be distributed in the manner set forth in Section 3.G(4) of the Merger Agreement.

(c) Any payments received by Programmer during the Collection Period from any Person that is an account debtor with respect to any account disclosed in the list of Accounts Receivable delivered by Owner to Programmer shall be applied first against the invoice, if any, as specified by the account debtor and second against an account disclosed in such list, unless and to the extent that the account is disputed by the account debtor. Except to the extent resulting from Programmer's willful breach of the terms of this Section 11, Programmer shall incur no liability to Owner for any uncollected account. During the Collection Period, neither Owner nor any other agent of Owner shall make any direct solicitation without Programmer's written consent of the account debtors for payment.

(d) At the end of the Collection Period, Programmer shall return to Owner all files concerning the collection or attempts to collect the Accounts Receivable, and Programmer's responsibility for the collection of the Accounts Receivable shall cease.

(e) To the extent that this Section XI conflicts with the Merger Agreement, the provisions of the Merger Agreement shall be controlling.

## **Section XII Miscellaneous.**

12.1 Assignment. This Agreement shall not be assigned by any party hereto without the prior written consent of the other party, which consent shall not be unreasonably withheld, except that (a) Programmer may assign its rights and interests hereunder without the prior written consent of Owner provided that (i) Programmer gives Owner written notice of any such assignment; and (ii) such assignment would not violate any applicable laws, rules, regulations or

policies of any applicable governmental authority; and (b) Owner may assign its rights under this Agreement without the prior written consent of Programmer to any entity which acquires the FCC licenses of the Stations. Nothing herein shall be deemed to expand the rights granted hereunder to any permitted assignee, which rights shall be in combination with, and not in addition to, the rights of the party assigning such rights. This Agreement shall be binding on and inure to the benefit of the parties' respective successors and permitted assigns. Nothing contained herein shall prohibit either party from pledging its interest herein to secure its obligations under any financing arrangement with a bank or financial institution.

12.2 Entire Agreement, Amendments. This Agreement constitutes the entire time brokerage agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all prior and contemporaneous 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 except by an agreement in writing signed by the party against whom the change or modification is claimed or sought to be enforced. No waiver of any of the conditions or provisions of this Agreement shall 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.

12.3 Further Assurances. Owner and Programmer shall use commercially reasonable 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.

12.4 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.

12.5 Notices. All notices, demands and other communications which may or are required to be given hereunder or with respect hereto shall be in writing, shall be delivered personally or sent by nationally recognized overnight delivery service, charges prepaid, or by registered or certified mail, return-receipt requested, or by facsimile transmission, and shall be deemed to have been given or made when personally delivered, the next business day after delivery to such overnight delivery service, when dispatched by facsimile transmission (with confirmation of receipt), the day deposited in the mail, first class postage prepaid, addressed as follows:

(a) If to Owner:

Sullivan Broadcast Company II, Inc.  
c/o ABRY Partners, Inc.  
18 Newbury Street  
Boston, MA 02116  
Attn: Royce Yudkoff

Telecopy No: (617) 859-8797

with a copy to:

Arter & Hadden  
1801 K Street, NW  
Suite 400K  
Washington, DC 20006-1301  
Attn: Howard M. Liberman, Esq.

Telecopy No: (202) 857-0172

or to such other address as Owner may from time to time designate.

(b) If to Programmer:

Sinclair Communications, Inc.  
2000 West 41st Street  
Baltimore, MD 21211  
Attn: Mr. Robert Quicksilver

Telecopy No: (410) 662-4778

with a copy to:

Fisher Wayland Cooper Leader & Zaragoza L.L.P.  
2001 Pennsylvania Avenue, N.W.  
Suite 400  
Washington, D.C. 20006-1851  
Attention: Martin R. Leader, Esq.  
Kathryn R. Schmeltzer, Esq.

Telecopy: (202) 296-6518

or to such other address as Programmer may from time to time designate.

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

12.7 Mandatory Carriage/Retransmission Consent. Owner shall consult with Programmer prior to making any election of mandatory carriage rights or retransmission consent pursuant to Section 76.64 of the FCC's rules and regulations and the provisions of the Cable Television Consumer Protection and Competition Act of 1992.

12.8 No Joint Venture or Partnership. Programmer shall act as an independent contractor in rendering its services hereunder. Programmer shall have no power or authority to act for or on behalf of Owner or to bind Owner in any manner whatsoever, and Owner shall have no power or authority to act for or on behalf of Programmer or to bind Programmer in any manner whatsoever, except as and to the extent expressly provided for in this Agreement. The parties

hereto agree that nothing herein shall constitute a joint venture, partnership, or agency relationship between them.

12.9 Digital Spectrum. The FCC has authorized an additional 6 MHz of spectrum for digital television service ("DTV Spectrum") to Owner for each Station. Programmer shall have the right to utilize the DTV Spectrum in accordance with the rules and regulations of the FCC. In the event that the FCC assesses Owner with any spectrum fees or other charges for the use of the DTV Spectrum, Programmer agrees to reimburse Owner for such FCC spectrum fees or other charges.

12.10 Headings. The headings in this Agreement are for convenience only and will not affect or control the meaning or construction of the provisions of this Agreement.

12.11 Certifications.

(a) Owner hereby certifies that it maintains ultimate control over the Stations' facilities, including specifically control over the Stations' finances, personnel and programming.

(b) Programmer hereby certifies that this Agreement complies with the provisions of paragraphs (a)(1) and (e)(1) of Section 73.3555 of the FCC's rules.

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

**OWNER:**

**SULLIVAN BROADCAST COMPANY II, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**PROGRAMMER:**

**SINCLAIR BROADCAST GROUP, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**

Main: (1) WTAT-TV, Charleston, South Carolina  
(2) WVAH-TV, Charleston, West Virginia  
(3) WRGT-TV, Dayton, Ohio  
(4) KOKH-TV, Oklahoma City, Oklahoma

TV Translator: (1) W34BX, Princeton, West Virginia (assoc. WVAH-TV)

Earth Stations:  
(all receive only) (1) E6347 (assoc. WTAT-TV)  
(2) E920033 (assoc. WVAH-TV)  
(3) E920374 (assoc. WRGT-TV)  
(4) E3183 (assoc. KOKH-TV)

## EXHIBIT B

The monthly payment shall cover all of the Stations' operating costs reasonably necessary for the continuation of the Stations' broadcast signals (except for capital improvements unless such improvements have been approved by Programmer) so that the Owner can recover all of its expenses relating to the operation of the Stations and will also cover the interest on the Note dated July 1, 1998 between Owner and Sullivan Broadcasting Company, Inc. The monthly payment shall be adjusted periodically by the parties in good faith to reflect any changes in costs.

**Exhibit B**

With respect to each Sullivan Three Station:

All transmitting antennas

All transmission lines

All transmitters

All other electronic equipment at transmitter sites

Leases to allow Sullivan Three to retain above-stated equipment at its current transmitter site/tower location

All STL microwave equipment (studio-transmitter link)

All remote control equipment

Leases for main studio and office locations

(specifying sufficient exclusive area for such Station for a main studio/master control operation and office)

Master control equipment and sufficient playback equipment so that such Station could broadcast on its own if the Sullivan Three LMA were to terminate

The EAS (Emergency Alert System) and closed-captioning equipment required by the FCC's rules

Test equipment sufficient to maintain such Station, on a routine basis, in accordance with the FCC's rules; and spare parts on hand for all equipment being acquired by Sullivan Three

Office furniture and equipment for the main studio/office location

## LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Agreement") is made this 1 day of July, 1998, by and between Sinclair Television of Nashville, Inc., a Maryland corporation ("Lessor"), and Sullivan Broadcasting Company III, Inc., a Delaware corporation ("Lessee").

### RECITALS:

- A. Lessee is the licensee of television Station WVAH (the "Station").
- B. Lessee owns certain assets used or useful in connection with the business and operations of the Station.
- C. On this date, Lessor has purchased from Lessee certain assets of Lessee used or useful in connection with the business and operations of the Station, including the real and personal property defined in Section 1 of this Agreement and defined therein as the "Leased Premises".
- D. Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor, the Leased Premises.

### AGREEMENT:

Now, Therefore, the parties hereto, desiring to be bound legally, hereby agree as follows:

1. **Lease.** Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor: (i) space on Lessor's tower (the "Tower") located at the locations more particularly described on Exhibit A hereto, and currently used for the Station's antenna, transmission line and for its associated auxiliary and auxiliary stations' antennas and transmission lines (the "Tower Space"); (ii) space in Lessor's transmitter building (the "Transmitter Building") at the base of the Tower currently used for the Station's transmitter and related equipment and its associated auxiliary stations' transmitters and receivers (the "Transmitter Building Space"); and (iii) sufficient space at the locations detailed on Exhibit A attached hereto in Lessor's studio building (the "Studio") for use by and occupancy of Lessee's employees (the "Studio Space"). The Tower Space, Transmitter Building Space and Studio Space are collectively referred to herein as the "Leased Premises".
2. **Definitions.** Unless otherwise stated in this Agreement, defined terms used herein shall have the same meanings as set forth in the Time Brokerage Agreement between the parties dated as of even date herewith (the "Time Brokerage Agreement"). In the event of any inconsistency between this Agreement and the Time Brokerage Agreement, the provisions of the Time Brokerage Agreement shall govern.
3. **Term of Lease.** The term of this Agreement shall commence on the date hereof and shall continue until the termination or expiration of the Time Brokerage Agreement, as it relates to the Station, in accordance with its terms.

4. Lease Payments: Lessee's Taxes and Expenses.

(a) The rent for the Leased Premises payable hereunder shall be \$10.00 per month, beginning on the date hereof. All rents shall be due and payable by Lessee in advance on the first day of the each month.

(b) Interest on any payments under this Lease more than five (5) business days past due shall accrue at the rate of one and one-half percent (1.5%) per month, or if such rate shall exceed the maximum rate allowed by law, then at such maximum rate, and shall be payable on demand. Charges for assessments, or other charges, penalties and interest payable by Lessee under this Lease, if any, shall be promptly paid by Lessee when invoiced by Lessor.

(c) During the term of this Agreement, Lessee shall pay directly to the appropriate taxing authority all personal property taxes assessed on any of the assets owned by Lessee and located on the Leased Premises (the "License Assets") and Lessee shall file all required personal property tax returns and reports concerning the License Assets with all appropriate governmental agencies on or prior to the due date of such filing. Upon request, Lessee shall furnish copies of such returns and reports to Lessor.

(d) Lessee shall be responsible for the cost of all electricity consumed by the License Assets on, in or about the Transmitter Building Space and the Tower Space. Lessee shall cause such consumption of electric power to be separately metered and shall pay the bills therefor directly to the power company. Lessee shall further reimburse Lessor for Lessee's proportionate share (that is, the fraction that results from dividing the square footage of the Transmitter Building Space and Studio Space by the square footage of Lessor's Transmitter Building and Studio) of other utility services, if any, provided to the Transmitter Building Space and Studio Space, such as water, sewage service fees and electric power service in the case of the Studio Space.

5. Use of Leased Premises.

(a) Lessee shall have the right to use the Leased Premises solely in conjunction with Lessee's ownership and operation of the Station.

(b) Lessee shall not sublet any portion of the Leased Premises without the prior written consent of Lessor.

(c) Lessee shall use the Leased Premises throughout the term of this Agreement in all material respects in accordance with the authorizations issued by the FCC to Lessee for the Station and in compliance in all material respects with the FCC's rules and regulations and published policies.

(d) So long as Lessee is not in default hereunder, Lessee shall quietly enjoy, and Lessor shall not interfere with, Lessee's use or possession of, the Leased Premises during the term of this Agreement. Lessor and its employees, agents and representatives shall have a right of access to the Leased Premises (i) as may be necessary or appropriate to enjoy its rights and

fulfill its obligations under the Time Brokerage Agreement; (ii) at all reasonable times for inspection, repair, maintenance and replacement of the License Assets; and (iii) as may be necessary to comply with the rules and regulations of the FCC, provided, however, that such activities and access shall not interfere with the use of the Leased Premises by Lessee.

(e) Lessee shall not use the Leased Premises or permit the Leased Premises to be used for any purpose other than as provided herein. Lessee shall comply in all material respects with all governmental laws, rules and regulations concerning its use and occupancy of the Leased Premises. In the event that any additional or other equipment, appliance or alteration is required to be made to or installed on the Leased Premises in order for Lessee to comply with such laws, rules and regulations, Lessee shall be responsible for the cost and expense thereof.

6. Ownership and Inspection.

(a) Lessee shall have no interest in the Leased Premises other than the rights acquired as a Lessee hereunder.

(b) Lessee shall keep the Leased Premises free and clear of all liens and encumbrances except liens or encumbrances arising through the actions or omissions of Lessor or those liens and encumbrances expressly consented to by Lessor in writing. Lessee shall not assign or otherwise encumber this Agreement or any of its rights hereunder, except that Lessee may assign this Agreement to any permitted assignee of Lessee's interest in the Time Brokerage Agreement.

(c) Lessee shall immediately notify Lessor of all details concerning any damage to, or loss of, any of the Leased Premises known to Lessee arising out of any event or occurrence whatsoever.

7. No Warranty. Lessee agrees that its occupancy of the Leased Premises will constitute Lessee's acceptance of the condition of the Leased Premises on an "as is" basis.

8. Maintenance, Repairs and Risk of Loss.

(a) Lessor shall be responsible for maintenance and repair of, and compliance with all applicable laws, rules, regulations and orders with respect to, the Studio, Transmitter Building and Tower. Lessor shall perform at its expense all necessary painting of the Tower, shall maintain the lights thereon and shall be responsible for monitoring and inspecting the Tower in compliance with the rules and regulations of the FCC and the Federal Aviation Administration ("FAA"); provided however, that when any such maintenance or repair is made necessary by or because of the fault or negligence of Lessee, Lessee shall reimburse Lessor for the cost thereof. Lessor shall indemnify Lessee for any fines or forfeitures imposed upon Lessee by the FCC or any other governmental agency due to the Tower's non-compliance with the rules and regulations of such governmental agency. Notwithstanding the preceding sentence, Lessee shall indemnify Lessor for any fines or forfeitures imposed upon Lessor by the FCC or any other governmental agency due to the Tower's non-compliance with the rules and regulations of such governmental agency, if the Tower's non-compliance is due to Lessee's negligence.

(b) If the Leased Premises or any portion thereof are rendered unusable as a result of any physical damage or loss or destruction, or title thereto shall be taken by any governmental authority under power of eminent domain or otherwise, Lessor shall give to Lessee prompt notice thereof. Lessor shall determine, within fifteen (15) days after the date of occurrence of any such damage or destruction, whether such portion of the Leased Premises can be repaired. In the event Lessor determines that such portion of the Leased Premises cannot be repaired or was lost or destroyed, Lessor, at its expense, shall promptly replace same with reasonably comparable premises that will allow Lessee to operate the Station in compliance with FCC rules, regulations and published policies. This Agreement shall continue in full force and effect as though such damage, loss or destruction had not occurred, except that the replacements shall become the "Leased Premises" for purposes of this Agreement. In the event Lessor determines that such portion of the Leased Premises can be repaired, Lessor, at its expense shall cause same to be repaired promptly. All proceeds of insurance received by Lessor under the policies of insurance referred to in the Time Brokerage Agreement which cover the Leased Premises shall be applied toward the cost of such repair or replacement. In the event title to the Leased Premises is taken by a governmental authority, if Lessor replaces same it shall provide Lessee with comparable space in or on any such new premises, and if Lessor determines not to replace same the lease hereunder of that portion of the Leased Premises shall automatically terminate effective as of the date of the governmental taking. Notwithstanding anything to the contrary contained herein, during any period in which Lessor is unable to provide the Leased Premises, Lessee's obligation to pay rent shall abate for said period.

9. Events of Default and Remedies.

(a) The occurrence of any one of the following shall constitute an "Event of Default" by Lessee hereunder:

(1) Lessee fails to pay any installment of any rent or other payment on or before the fifth (5<sup>th</sup>) business day following the date of Lessor's written notice to Lessee that payment is overdue;

(2) Lessee attempts to remove, sell, transfer, encumber, sublet or part with possession of any of the Leased Premises, except as expressly permitted herein;

(3) Lessee fails to observe or perform any of its obligations required to be observed or performed by Lessee under this Agreement and such failure continues uncured for ninety (90) days following written notice to Lessee;

(4) Lessee ceases doing business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay its debts as they become due, files a voluntary petition in bankruptcy, is adjudicated a bankrupt or an insolvent, files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar arrangement under any present or future statute, law or regulation or files an answer admitting the material allegations of a petition filed against it in any such proceeding, consents to or acquiesces in the appointment of a trustee, receiver, or liquidator or it or of all or of any substantial part of its assets or properties; or

(5) Within ninety (90) days after the commencement of any proceedings against Lessee seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceedings shall not have been dismissed, or if within ninety (90) days after the appointment, without Lessee's consent or acquiescence, of any trustee, receiver or liquidator of it or of all or any substantial part of its assets and properties such appointment shall not be vacated; or

(6) Lessee is in material breach of the Time Brokerage Agreement and such breach is not cured within the applicable cure period.

(b) If an Event of Default by Lessee has occurred and is not cured within the time periods as stated in subparagraph (a) above, Lessor may at its option do any or all of the following: (i) by notice to Lessee, terminate this Agreement; (ii) whether or not this Agreement is terminated, take possession of any and all of the Leased Premises, wherever situated, and for any such purpose, enter upon any premises without liability for so doing or Lessor may cause Lessee, and Lessee hereby agrees, to return the Leased Premises to Lessor as provided in this Agreement; and (iii) sell, dispose of, hold, use or lease any of the Leased Premises as Lessor, in its sole discretion, may determine without any duty to account to Lessee. In any event, Lessee shall, without further demand, pay to Lessor an amount equal to all sums due and payable for all periods up to and including the date on which Lessor has declared Lessee to be in default under this Agreement.

10. Assignment. Lessee agrees that Lessor may transfer or assign all or any part of Lessor's right, title and interest in, under or to the Leased Premises and this Agreement and any or all sums due or to become due pursuant to any of the above, to any third party assignee permitted under the Time Brokerage Agreement.

11. Indemnification. Lessor hereby agrees to indemnify and hold harmless Lessee (and its successors, assigns, legal representatives and agents) from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses, and disbursements (including legal fees and expenses) which arise out of or result from acts or omissions of Lessor that breach any covenant or obligation of Lessor under this Agreement. Lessee hereby agrees to indemnify and hold harmless Lessor (and its successors, assigns, legal representatives and agents) from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including legal fees and expenses) which arise out of or result from acts or omissions of Lessee that breach any covenant or obligation of Lessee under this Agreement. Lessor's and Lessee's obligations to indemnify and hold harmless, as specified in this paragraph, shall survive any termination of this Agreement until the expiration of all applicable statutes of limitation.

12. Interference and Rf Radiation.

(a) General. Lessee will conduct its activities in accordance with applicable requirements of the FCC and sound electronic and engineering practice and will cooperate with Lessor and other tenants and potential tenants so as to anticipate and prevent interference to the broadcast operations or equipment of Lessor or any other tenant. If any engineering statement

presented to or by the Lessor confirms that Lessee's broadcast operation, transmission or other activities on or around any portion of the Leased Premises are causing, or are reasonably expected to cause, interference to the broadcast operation, transmission or other activities of Lessor or any other tenant, Lessee shall, at its sole expense, promptly correct or modify the conditions causing such interference.

(b) Interference to Lessee. Upon determination that any other tenant is causing interference to Lessee's broadcast operation, transmission or other activities in or around any portion of the Leased Premises, Lessor will use its best efforts to modify or correct promptly, or cause such other tenant to modify or correct promptly, the condition causing such interference.

(c) Interference Defined. As used in this Agreement, interference to a broadcast operation, transmission or other similar activity shall mean a condition or anticipated condition which constitutes or would constitute interference within the meaning of the provisions of the recommended practices of the Electronics Industries Association and the rules and regulations of the FCC then in effect.

(d) Dispute as to Interference. Any dispute as to whether interference is being caused or expected to be caused, or as to who is causing such interference, which remains unresolved for longer than seven (7) calendar days, shall be submitted to a consulting electronic engineer who is not retained or otherwise employed by Lessor, Lessee or any other tenant whose antenna is located on the Tower, and the determination of such consulting electronic engineer shall be final and binding on all parties. The consulting engineer shall be jointly selected by Lessor and Lessee.

(e) RF Radiation. Lessee shall, at Lessee's expense, take all actions required to ensure that Lessee's broadcast operation does not expose workers or the general public to levels of radio frequency radiation in excess of the "Radio Frequency Protection Guides" recommended in the American National Standard Safety Levels with Respect to Human Exposure to Radio Frequency Electromagnetic Fields, 300 kHz to 100 GHz (ANSI C95.1-1982) issued by the American National Standards Institute.

13. Force Majeure. Neither Lessor nor Lessee shall be required to perform any term, condition or covenant in this Agreement so long as such performance is delayed or prevented by force majeure, which shall mean Acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riots, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or to overcome.

14. Property Insurance. Lessor shall, at its expense, obtain and maintain during the term of this Lease, "All Risk", hazard insurance on the Leased Premises. Such insurance shall cover at least all risks customarily insured against in the broadcasting industry, subject to standard deductibles.

15. Miscellaneous.

(a) Neither this Agreement nor any consent or approval provided for herein shall be binding upon Lessor or Lessee, as the case may be, unless signed by the party or a duly authorized officer thereof against whom enforcement is sought. This Agreement shall be deemed to have been made in the State of Maryland and shall be governed in all respects by the laws of such state (without regard to conflict of laws principles of such state).

(b) Subject to Section 2, this Agreement constitutes the entire agreement between Lessee and Lessor with respect to the Leased Premises.

(c) All notices, demands and other communications which may or are required to be given hereunder or with respect hereto shall be in writing, shall be delivered personally or sent by nationally recognized overnight delivery service, charges prepaid, or by registered or certified mail, return-receipt requested, or by facsimile transmission, and shall be deemed to have been given or made when personally delivered, the next business day after delivery to such overnight delivery service, when dispatched by facsimile transmission, five (5) days after deposited in the mail, first class postage prepaid, addressed as follows:

If to Lessee:

c/o ABRV Partners, Inc.  
18 Newbury Street  
Boston, MA 02116  
Attn: Royce Yudkoff, President

with a copy to:

John L. Kuehn, Esquire  
Kirkland & Ellis  
153 E. 53<sup>rd</sup> Street  
New York, New York 10022

or to such other address as Lessee may from time to time designate.

If to Lessor:

Sinclair Broadcast Group, Inc.  
2000 W. 41st Street  
Baltimore, Maryland 21211  
Attn: Mr. David B. Amy  
Telecopier: (410) 467-5043

with a copy to:

Sinclair Broadcast Group, Inc.  
Attn: General Counsel  
2000 W. 41st Street  
Baltimore, Maryland 21211  
Telecopier: (410) 467-4707

and to:

Thomas & Libowitz, P.A.  
100 Light Street  
Suite 1100  
Baltimore, Maryland 21202-1053  
Attn: Steven A. Thomas, Esq.  
Telecopier: (410) 752-2046

or to such other address as Lessor may from time to time designate.

(d) This Agreement shall be binding upon and inure to the benefit of Lessor and Lessee and their respective successors and assigns (including any subsequent assignee of an assignee).

(e) If any term or provision of this Agreement or the application thereof to any person is, to any extent, held to be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to the persons other than those to which it is invalid or unenforceable, shall not be affected thereby; and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

(f) No waiver of any of the terms and conditions hereof shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. Any waiver of the terms hereof shall be effective only in the specific instance and for the specific purpose given. The waiver of Lessor or Lessee of any breach of any obligation of Lessee or Lessor shall not be deemed a waiver of such obligation or of any subsequent breach of the same or any other obligation. The subsequent acceptance of lease payments hereunder by Lessor shall not be deemed a waiver of any prior existing breach by Lessee regardless of Lessor's knowledge of such prior existing breach at the time of Lessor's acceptance of such lease payments. The rights afforded Lessor and Lessee hereunder shall not be deemed to be exclusive, but shall be in addition to any rights or remedies provided by law.

(g) This Lease, or its signature page, may be executed in counterparts, which collectively shall constitute a single document.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

Sullivan Broadcasting Company III, Inc. ("Lessee")

By: David Pulido  
DAVID PULIDO/EXEC. VP.

Sinclair Television of Nashville, Inc. ("Lessor")

By: David B. Amy  
David B. Amy, Secretary/Treasurer

## EXHIBIT A

### WVAH

Parcel 1: 3.16 acre site on Poplar Fork Road, Route 60/6, (a/k/a Mountain View Road), situate on the waters of Poplar Fork Creek, Scott District, Putnam County, West Virginia (T.M., 213, Par. 52.2, 110/241), as described in that certain plat dated December 18, 1995, prepared by William J. Whitman and Dunn Engineers, Inc. for NationsBank of Texas, N.A., et al., Project 9506-119(B).

Parcel 2: 29.03 acre site with access to Route 6016, situate on the waters of Poplar Fork Creek, Scott District, Putnam County, West Virginia, (T.M. 233, Par. 22.2, D.B. 329, PG. 739), as described in that certain plat dated December 18, 1995, prepared by William J. Whitman and Dunn Engineers, Inc. for NationsBank of Texas, N.A., et al., Project 9506-119.

## SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (the "Agreement") is made this 1 day of July, 1998, by and between Sinclair Television of Nashville, Inc., a Maryland corporation ("Sublessor"), and Sullivan Broadcasting Company III, Inc., a Delaware corporation ("Sublessee").

### RECITALS:

A. Sublessee is the licensee of television Station WVAH (the "Station").

B. Sublessee owns certain assets used or useful in connection with the business and operations of the Station.

C. On this date, Sublessor has purchased from Sublessee certain assets of Sublessee used or useful in connection with the business and operations of the Station and in connection therewith, Sublessee has assigned to Sublessor its rights and obligations as lessee under certain lease agreements for real and personal property used or useful in connection with the business and operation of the Station (the "Leased Property").

D. Sublessor desires to lease to Sublessee, and Sublessee desires to lease from Sublessor, that portion of the Leased Property described in Section 1 of this Agreement and defined therein as the "Leased Premises".

### AGREEMENT:

Now, Therefore, the parties hereto, desiring to be bound legally, hereby agree as follows:

1. **Sublease.** Sublessor agrees to sublease to Sublessee (i) space on the tower (the "Tower") located at the locations more particularly described on Exhibit A hereto, leased by Sublessor, and currently used for the Station's antenna, transmission line and for its associated auxiliary and auxiliary stations' antennas and transmission lines (the "Tower Space"); (ii) space in the transmitter building (the "Transmitter Building") located at the base of the Tower, leased by Sublessor and currently used for the Station's transmitter and related equipment and its associated auxiliary stations' transmitters and receivers (the "Transmitter Building Space"); (iii) sufficient office and studio space, equipment and furniture, at the locations detailed on Exhibit A attached hereto, in the studio building (the "Studio") for use by and occupancy of Sublessee's employees located at the locations described on Exhibit A and leased by Sublessor (the "Studio Space"). The Tower Space, Transmitter Building Space and Studio Space are collectively referred to herein as the "Leased Premises".

2. **Definitions.** Unless otherwise stated in this Agreement, defined terms used herein shall have the same meanings as set forth in the Time Brokerage Agreement between the parties dated as of even date herewith (the "Time Brokerage Agreement"). In the event of any inconsistency between this Agreement and the Time Brokerage Agreement, the provisions of the Time Brokerage Agreement shall govern.

3. Term of Sublease. The term of this Agreement shall commence on the date hereof and shall continue until the termination or expiration of the Time Brokerage Agreement with respect to the Station in accordance with its terms.

4. Sublease Payments; Sublessee's Taxes and Expenses. The rent for the Leased Premises payable hereunder shall be [REDACTED] per month, beginning on the date hereof. All rents shall be due and payable by Sublessee in advance on the first day of each month.

5. Governing Law. This Sublease shall be governed by, interpreted, construed and enforced in accordance with the laws of the State of Maryland.

6. Notices. All notices, demands and other communications which may or are required to be given hereunder or with respect hereto shall be in writing, shall be delivered personally or sent by nationally recognized overnight delivery service, charges prepaid, or by registered or certified mail, return-receipt requested, or by facsimile transmission, and shall be deemed to have been given or made when personally delivered, the next business day after delivery to such overnight delivery service, when dispatched by facsimile transmission, five (5) days after deposited in the mail, first class postage prepaid, addressed as follows:

If to Sublessee:

c/o ABRY Partners, Inc.  
18 Newbury Street  
Boston, MA 02116  
Attn: Royce Yudkoff, President

with a copy to:

John L. Kuehn, Esquire  
Kirkland & Ellis  
153 E. 53<sup>rd</sup> Street  
New York, New York 10022

or to such other address as Sublessee may from time to time designate.

If to Sublessor:

Sinclair Broadcast Group, Inc.  
2000 W. 41st Street  
Baltimore, Maryland 21211  
Attn: Mr. David B. Amy  
Telecopier: (410) 467-5043

with a copy to:

Sinclair Broadcast Group, Inc.  
Attn: General Counsel  
2000 W. 41st Street  
Baltimore, Maryland 21211  
Telecopier: (410) 467-4707

and to:

Thomas & Libowitz, P.A.  
100 Light Street, Suite 1100  
Baltimore, Maryland 21202-1053  
Attn: Steven A. Thomas, Esq.  
Telecopier: (410) 752-2046

or to such other address as Sublessor may from time to time designate.

7. **Invalidity: Severability.** If any term or provision of this Agreement or the application thereof to any person is, to any extent, held to be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to the persons other than those to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

8. **Governing Lease.** This Sublease shall be subject to the terms of any lease for the leased property under which Sublessor is the lessee, and Sublessee and Sublessor each hereby covenant to comply with the terms of such lease or leases.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

Sullivan Broadcasting Company III, Inc. ("Sublessee")

By: David Bulido  
DAVID BULIDO / EXEC. VP.

Sinclair Television of Nashville, Inc. ("Sublessor")

By: David B. Amy  
David B. Amy, Secretary/Treasurer

**EXHIBIT A**

**WVAH**

Microwave tower site near Pilot Knob in Oceana Creek Magisterial District of Wyoming County, West Virginia, described in that certain Lease dated October 27, 1995 by and between Pocahontas Land Corporation ("Lessor") and Act III Broadcasting of West Virginia ("Lessee").

**CUNNINGHAM BROADCASTING CORPORATION**

2000 W. 41st Street  
Baltimore, Maryland 21211

April 28, 2008

Barry Faber, Esquire  
Sinclair Broadcast Group, Inc.  
10706 Beaver Dam Road  
Cockeysville, Maryland 21030

Re: Letter Agreement to Extend Time Brokerage Agreement  
(this "Letter Agreement")

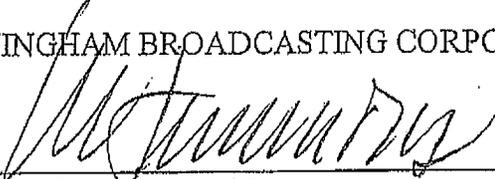
Dear Mr. Faber:

This Letter Agreement relates to that certain Time Brokerage Agreement dated July 1, 1998 ("TBA"), as amended, and partially terminated with respect only to KOKH-TV, Oklahoma City, Oklahoma, and in effect on the date of this Letter Agreement, in respect of television stations WTAT-TV, Charleston, South Carolina, (WVAH-TV, Charleston, West Virginia and WRGT-TV, Dayton, Ohio (collectively the "Stations"). The capitalized terms used in this Letter Agreement have the meaning ascribed to such terms in the TBA.

1. Owner and Programmer hereby agree that the TBA, which is to expire on July 1, 2008, be extended for an additional ten (10) year term.
2. All of the terms and conditions of the TBA, as amended prior to the date hereof, are hereby ratified and confirmed.
3. This Letter Agreement may be executed in counterparts, each of which when taken together shall constitute one and the same instrument.

Very truly yours,

CUNNINGHAM BROADCASTING CORPORATION

By: 

Robert L. Simmons, President

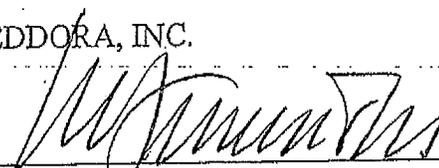
[REST OF PAGE LEFT INTENTIONALLY BLANK  
-- SIGNATURES ON FOLLOWING PAGE]

SIGNED and AGREED TO this \_\_\_\_\_ day of April, 2008:

SINCLAIR COMMUNICATIONS II, INC.

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

FEDDORA, INC.

By:   
Robert L. Simmons, President

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**MEMORANDUM**

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**To:** John Rossi - KOKH  
Allison Taylor - WTAT  
Harold Cooper - WVAH  
Dean Ditmer - WRGT

**From:** Eveline Wengryn *EW*

**Re:** Extension of Time Brokerage Agreement with Cunningham

**Date:** May 1, 2008

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Please find attached the Letter Agreement to Extend the Time Brokerage Agreement (the "Extension") for your respective station. This Extension should be placed in your public file.

Thank you.

**AMENDMENT NO. 1 TO TIME BROKERAGE AGREEMENT  
BETWEEN SINCLAIR COMMUNICATIONS II, INC.  
AND SULLIVAN BROADCASTING COMPANY III, INC.**

THIS AMENDMENT NO. 1 (this "Amendment"), dated January \_\_\_\_\_, 2002, by and between the signatories hereto, to the Time Brokerage Agreement entered into on July 1, 1998, by and between Sinclair Communications II, Inc., a Maryland corporation ("Programmer"), and Sullivan Broadcasting Company III, Inc., a Delaware corporation ("Owner"), (the "TBA").

WHEREAS, the parties desire to amend the TBA in order to clarify certain terms therein.

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. Paragraph 2 of the Recitals of the TBA is hereby amended by striking such paragraph in its entirety and inserting in lieu thereof as follows:

"WHEREAS, effective on February 23, 1998, Owner and Glencairn, Ltd. entered into an Agreement and Plan of Merger (the "Merger Agreement") among Owner, Glencairn, Ltd., and AERY Partners, Inc. (the "Merger Agreement") pursuant to which Glencairn agrees to merge a newly formed subsidiary into Owner; and"

2. Section 1.2(a), Term of the TBA, is hereby amended by striking such Section in its entirety and inserting in lieu thereof as follows:

"This Agreement shall commence on the first day of July, 1998 (the "Effective Date") and shall terminate in accord with the provisions of Section 1.2(b) below, unless terminated pursuant to Section 5 herein."

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

4. This Amendment may be executed in counterparts, each when taken together shall constitute one and the same instrument.

[REST OF PAGE LEFT INTENTIONALLY BLANK  
--SIGNATURES ON NEXT PAGE]

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 of the day and year first above written.

WITNESS:

SULLIVAN BROADCASTING COMPANY  
III, INC.

*Alvin B. ...*

By: *Alvin B. ...* (SEAL)  
Name: *Patricia ...*  
Title: *VP - Finance*

SINCLAIR COMMUNICATIONS II, INC.

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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 of the day and year first above written.

WITNESS:

SULLIVAN BROADCASTING COMPANY  
III, INC.

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SINCLAIR COMMUNICATIONS II, INC.

*Wicky U. Evans*  
\_\_\_\_\_

By: *David E. Anby* (SEAL)  
Name: *David E. Anby*  
Title: *Secretary*

AMENDMENT NO. 2 TO TIME BROKERAGE AGREEMENT  
BETWEEN SINCLAIR COMMUNICATIONS II, INC.  
AND FEDDORA, INC.  
(FORMERLY, SULLIVAN BROADCASTING COMPANY III, INC.)

THIS AMENDMENT NO. 2 (this "Amendment"), dated March 20, 2002, by and between the signatories hereto, to the Time Brokerage Agreement entered into on July 1, 1998, by and between Sinclair Communications II, Inc., a Maryland corporation ("Programmer"), and Feddora, Inc., a Delaware corporation (formerly Sullivan Broadcasting Company III, Inc.) ("Owner"), as amended by that certain Amendment No. 1 dated January 31, 2002 (the "TBA").

WHEREAS, the parties desire to amend the TBA in order to clarify certain terms therein.

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 1.3, Monthly Payment, is hereby amended as follows: The proviso at the end of the first sentence and the second sentence of Section 1.3 are deleted in their entirety. Section 1.3, as newly amended, shall read:

"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 Amended Exhibit B hereto ("Monthly Payment"), payable on the last day of each calendar month."

2. Section 5.1, Termination by Programmer, is hereby amended as follows: Section 5.1(a) is deleted in its entirety. In lieu thereof, Section 5.1(a), as newly amended, shall read:

"In the event of a material breach hereunder by Owner, and the continuation of said breach without cure for a period of [REDACTED] 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 herein, may in Programmer's discretion terminate this Agreement by giving written notice of termination to Owner, whereupon Owner shall pay to Programmer, within [REDACTED] days of such termination, as a termination fee, the following amounts:

Termination regarding WRGT-TV--  
Termination regarding WIAT-TV--  
Termination regarding WVAH-TV--

3. Section 5.1, Termination by Programmer, is hereby amended as follows: Section 5.1(b) is hereby deleted in its entirety. In lieu thereof, Section 5.1(b), as newly amended, shall read:

"In the event Programmer terminates this Agreement during the initial term or any renewal, for any reason other than a material breach by Owner as provided in Section 5.1(a), hereof, or elects not to extend the initial term of this Agreement as provided in Section 1.2(b) hereof, then Programmer shall pay to Owner, within [REDACTED] days of such termination, as a termination fee, the following amounts:

Termination regarding WRGT-TV--

Termination regarding WTAT-TV--

Termination regarding WVAH-TV--

4. Section 5.2, Termination by Owner, is hereby amended as follows: Section 5.2(a) and (b) are hereby deleted in their entirety. In lieu thereof, Section 5.2(a), as newly amended, shall read:

"(a) In the event of a material breach hereunder by Programmer and the continuation of said breach without cure for a period of [REDACTED] 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, whereupon Programmer shall pay to Owner, within [REDACTED] of such termination, as a termination fee, the following amounts:

Termination regarding WRGT-TV--

Termination regarding WTAT-TV--

Termination regarding WVAH-TV--

5. Section 9.4, Damages: Specific Performance, is hereby amended as follows: Section 9.4 is hereby deleted in its entirety. In lieu thereof, Section 9.4, as newly amended, shall read:

"In the event of a material breach by either party of its obligations hereunder, the non-breaching party shall be entitled to seek monetary damages against the party in breach. In addition, in the event of a material breach by Owner of its obligations hereunder, Programmer shall be entitled to terminate this agreement and exercise its rights pursuant to Section 5.1, as amended, hereof (except that Programmer may not assert consequential, special, or punitive damages or any claim for lost profits)."

6. Section 12.1, Assignment, is hereby amended as follows: Section 12.1 is deleted in its entirety. In lieu thereof, Section 12.1, as newly amended, shall read:

"This agreement shall not be assigned by any party hereto without the prior written consent of the other party, which consent shall not be unreasonably withheld, except that Owner may assign its rights and interests hereunder without the prior written consent of Programmer to any entity which acquires the FCC licenses of the station. Nothing herein shall be deemed to expand the rights granted hereunder to any permitted assignee, which rights shall be in combination with, and not in addition to, the rights of the party assigning such rights. This Agreement shall be binding on and inure to the benefit of the parties' respective successors and permitted assigns. Nothing contained herein shall prohibit either party from pledging its interest herein to secure its obligations under any financing arrangement with a bank or financial institution."

7. ... Exhibit A is hereby amended to delete all references to KOKH-TV and Exhibit A shall be replaced by Amended Exhibit A as attached to this Amendment.

8. Exhibit B is deleted in its entirety and shall be replaced by Amended Exhibit B as attached to this Amendment.

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

10. This Amendment may be executed in counterparts, each when taken together shall constitute one and the same instrument.

[REST OF PAGE LEFT INTENTIONALLY BLANK  
-- SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, each of the parties hereto has executed this Amendment No. 2 or has caused this Amendment No. 2 to be duly executed and delivered in its name and on its behalf all of the day and year first above written.

WITNESS:

FEDDORA, INC. (FORMERLY,  
SULLIVAN BROADCASTING COMPANY  
III, INC.)

Leilon Reynolds

By:

Carolyn C. Smith

(SEAL)

Carolyn C. Smith, Vice President

SINCLAIR COMMUNICATIONS II, INC.

Leilon Reynolds

By:

David B. Amy

(SEAL)

David B. Amy, Secretary

AMENDED

EXHIBIT A

Main: (1) WTAT-TV, Charleston, South Carolina  
(2) WVAH-TV, Charleston, West Virginia  
(3) WRGT-TV, Dayton, Ohio

TV Translator: (1) W34BX, Princeton, West Virginia (assoc. WVAH-TV)

Earth Stations:  
(all receive only) (1) E6347 (assoc. WTAT-TV)  
(2) E920033 (assoc. WVAH-TV)  
(3) E920374 (assoc. WRGT-TV)