

## LOCAL MARKETING AGREEMENT

THIS LOCAL MARKETING AGREEMENT (this “Agreement”) is made as of September 8, 2011, by and among Sinclair Television Group, Inc., a Maryland corporation (“Programmer”), Four Points Media Group of West Palm Beach, Inc., a Delaware corporation (“West Palm”), Four Points Media Group of Salt Lake City, Inc., a Delaware corporation (“Salt Lake”), Four Points Media Group of Providence, Inc., a Delaware corporation (“Providence”), Four Points Media Group of Austin, Inc., a Delaware corporation (“Austin”), Four Points Media Group Services, Inc., a Delaware corporation (“FPMG Service” and together with West Palm, Salt Lake, Providence and Austin, collectively, the “Operating Company”), WPB TV Licensee Corp, a Delaware corporation (“WPB”), SLC TV Licensee Corp., a Delaware corporation (“SLC”), Providence TV Licensee Corp, a Delaware corporation (“Providence TV”), and Austin TV Licensee Corp, a Delaware corporation (“Austin TV”, together with SLC, WPB and Providence TV, the “Licensee”) (the Operating Company and the Licensee, collectively, “Four Points”).

## RECITALS

Licensee is the licensee of and Four Points operates the following television broadcast stations (each of the following, a “Station,” and collectively, the “Stations”):

Austin	KEYE-TV, Austin, Texas, Facility ID No. 33691
Salt Lake	KUTV(TV), Salt Lake City, Utah, Facility ID No. 35823
Salt Lake	KMYU(TV), St. George, Utah, Facility ID No. 35822
Providence	WLWC(TV), New Bedford, Massachusetts, Facility ID No. 3978
West Palm	WTCN-CA, Palm Beach, Florida, Facility ID No. 70865
West Palm	WTVX(TV), Fort Pierce, Florida, Facility ID No. 35575
West Palm	WVHB-CA, Stuart, Florida, Facility ID No. 63557

Four Points and Programmer are parties to an asset purchase agreement of even date herewith (the “Purchase Agreement”), pursuant to which Four Points has agreed to sell and Programmer has agreed to purchase the Stations on the terms and conditions set forth therein. Capitalized terms used but not defined in this Agreement shall have the meanings set forth in the Purchase Agreement.

Pending consummation of the transactions provided in the Purchase Agreement, Programmer desires to acquire time on the Stations for its programming and advertising, subject to the limitations set forth herein and in accordance with the rules, regulations and policies of the Federal Communications Commission (the “FCC”).

Therefore, for and in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

## **1. SALE OF TIME**

**1.1 Broadcast of Programming.** During the Term (as defined below), Licensee shall make available broadcast time on the Stations for the broadcast of Programmer's programs (the "Programming") for up to twenty four (24) hours per day, seven days per week, except for: (a) downtime occasioned by routine maintenance consistent with prior practice; (b) the times set forth on Schedule 1.1 hereto and at other times mutually agreeable to Licensee and Programmer during which time Licensee may broadcast programming designed to address the concerns, needs and interests of the Stations' viewers, children's educational/informational programming, or, in the case of the Stations that are Class A television stations, locally produced programming; (c) times when Programmer's programs are not accepted or are preempted by Licensee in accordance with this Agreement; and (d) times when the Stations are not broadcasting because of Force Majeure Events (as defined below). During the Term, Programmer shall purchase such airtime on the Stations for the price and on the terms set forth in this Agreement and shall transmit the Programming to the Stations' facilities at Programmer's expense in a manner that ensures that the Programming meets technical and quality standards at least equal to those of the Stations' broadcasts prior to the LMA Commencement Date (as defined below). Notwithstanding anything herein to the contrary, during the Term, the Stations shall continue to broadcast any programming required to be aired under the terms of the Stations' Contracts.

**1.2 Advertising and Programming Revenues.** The Operating Company shall retain all of the Accounts Receivable (as defined in the Purchase Agreement) existing on or prior to the LMA Commencement Date. During the broadcast time on the Stations made available to Programmer pursuant to the terms of this Agreement, Programmer shall have full authority to sell for its own account commercial time on the Stations. Programmer shall retain all revenues from the Programming and from the broadcast or sale of all advertising or other time on the Stations to the extent arising on or after the LMA Commencement Date. All contracts for advertising on the Stations which may be entered into by Programmer, other than such contracts which have been entered into in the ordinary course of business, shall either (i) allow for the termination of such contract upon the termination of this Agreement (other than a termination at Closing under the Purchase Agreement) or (ii) require the prior consent of the Operating Company.

**1.3 Force Majeure.** Any failure or impairment of facilities, any delay or interruption in broadcasting the Programming, or any failure at any time to furnish the facilities, in whole or in part, for broadcasting, due to acts of God, strikes or threats thereof, war, acts of terrorism, civil disturbance, force majeure, or any other causes beyond the reasonable control of Four Points or Programmer (collectively, "Force Majeure Events"), shall not constitute a breach of this Agreement, and neither Four Points nor Programmer, as the case may be, will be liable to the other party therefor; *provided, however*, that failure to make any payment due under this Agreement shall not be excused for a Force Majeure Event.

**1.4 Main Studios and Studio Equipment.** Programmer may originate the Programming from Four Points' existing office and studio facilities for the Stations (the "Main Studios"), using the Equipment located in the Main Studios (the "Studio Equipment"). To enable Programmer to fulfill its obligations hereunder, if requested by Programmer, during the Term, Four Points shall make the Main Studios and Studio Equipment available, for no additional consideration, to Programmer solely for its use for the production of the Programming and sale of advertising under this Agreement and for no other purpose. Programmer shall not allow any other persons other than its employees, advisors, consultants or representatives to enter the Main Studios without the express prior permission of Four Points. Programmer agrees to take good care of the Main Studios and the Studio Equipment, subject to ordinary wear and tear, and to comply with any rules and regulations enacted by any landlord for the buildings housing the Main Studios. When on Four Points' or its Affiliates' premises, Programmer's personnel shall be subject to the direction and control of Four Points' management personnel, and shall not (i) act contrary to the terms of any lease for the premises, (ii) permit to exist any lien, claim or encumbrance on the premises or (iii) interfere with the business and operation of Four Points' or its Affiliates' use of such premises. Nothing in this Agreement limits Four Points' or its Affiliates' ability to modify or move the space provided to Programmer pursuant to this Section and provide alternative space to Programmer so long as such move or modification does not materially impact Programmer's ability to program the Station. This Section is subject and subordinate to Four Points' or its Affiliates' leases for such Main Studios (if any) and does not constitute a grant of any real property interest. Subject to and in accordance with the provisions set forth in **Section 7** below, Programmer agrees to indemnify and hold harmless Four Points and its Affiliates from any and all third party claims for damages for injuries to or death of persons and for damages to property arising out of Programmer's use and/or occupancy of the Main Studios or the Studio Equipment.

**1.5 Payments.** In consideration of the rights granted under this Agreement, Programmer shall pay the Operating Company the fees and reimburse certain of Four Points' costs and provide Four Points with the information and other rights as provided in Schedule 1.5 hereto.

**1.6 Term.** The term of this Agreement (the "Term") shall commence at 12:01 a.m., local Station time (the "LMA Effective Time"), on October 1, 2011 (if the expiration or early termination of any waiting period applicable to the Purchase Agreement under the HSR Act has been received or has occurred at such time) unless the expiration or early termination of any waiting period applicable to the Purchase Agreement under the HSR Act occurs after September 30, 2011, in which case the Term shall commence on the date that is the third business day (or such earlier date as may be mutually agreed by the parties hereto) following the expiration or early termination of any waiting period applicable to the Purchase Agreement under the HSR Act (the "LMA Commencement Date"), and shall terminate on the third anniversary of the LMA Commencement Date; provided, at the option of Programmer, exercised by providing written notice thereof Four Points at least six (6) months prior to the third anniversary of the LMA Commencement Date, the termination date shall be extended to the sixth anniversary of the LMA Commencement

Date, unless this Agreement is terminated in accordance with its terms pursuant to **Section 8**.

**1.7 License to Use Call Sign and Trademarks.** Four Points hereby grants Programmer a license to use Four Points' call signs, trademarks and names included in the Purchased Assets (the "Marks") in connection with the broadcast and promotion of the Programming during the Term. Programmer agrees that the nature and quality of all services rendered by it in connection with the Marks shall conform to reasonable quality standards set by and under the control of Four Points. If Four Points becomes aware of any fact which in its opinion indicates that Programmer is using the Marks in connection with programming that does not conform with Four Points' reasonable quality standards, Four Points may notify Programmer in writing of such facts and request that Programmer conform its use of the Marks to Four Points' reasonable quality standards. If Programmer does not promptly conform its use of the Marks, Four Points may terminate the license granted hereby upon written notice to Programmer. Programmer agrees to cooperate with Four Points, to supply Four Points with video tapes and uses of the Marks upon Four Points' reasonable request, and to use the Marks only in connection with its providing programming on the Stations hereunder consistent with past practice. Programmer further agrees to notify Four Points in writing of any legal action commenced against Programmer which relates to the Marks or to the quality of the Programming within 10 days of notice to Programmer of such action.

## **2. OBLIGATIONS AND RIGHTS OF LICENSEE AND/OR THE OPERATING COMPANY**

Programmer acknowledges and agrees that Licensee is and shall remain responsible for operating the Stations in the public interest and controlling the day-to-day operations of the Stations in conformance with its FCC licenses, permits and authorizations, and nothing in this Agreement shall be construed to prevent or hinder the Licensee from retaining and exercising full and complete control over the Stations, including, but not limited to, control of the Stations' finances, personnel, and programming. Without limiting the generality of the foregoing, Four Points and Programmer agree as follows:

**2.1 Four Points' Absolute Right to Reject Programming.** Four Points shall have the absolute right to suspend, cancel or reject any Programming, including advertising announcements or other material, which Four Points in its sole discretion deems contrary to the public interest, the Communications Act of 1934, as amended (the "Communications Act"), or the FCC's rules, regulations and policies (the "Rules," and together with the Communications Act, the "Communications Laws"). Without limiting the foregoing, Four Points reserves the right to refuse to broadcast any Programming containing any matter Four Points in its sole discretion believes is, or may be determined by the FCC or any court or other regulatory body with authority over Four Points or the Stations to be, violative of any third party intellectual property rights, defamatory, indecent, obscene, profane or otherwise in violation of law. Four Points may take any other actions necessary to ensure the Stations' operations comply with the laws of the

United States, the laws of the State of Texas, State of Utah, Commonwealth of Massachusetts and the State of Florida, as applicable, the Communications Laws (including the prohibition on unauthorized transfers of control), and the rules, regulations and policies of other federal government authorities, including the Federal Trade Commission and the Department of Justice. Four Points may suspend, cancel or refuse to broadcast any portion of the Programming pursuant to this **Section 2.1** without reduction or offset in the payments due Four Points under this Agreement.

**2.2 Four Points' Right to Preempt Programming for Special Events and Public Interest Programming.** Four Points shall have the absolute right to preempt Programming in order to broadcast a program deemed by Four Points, in its sole discretion, to be of greater national, regional or local public interest or significance, or to provide public service programming, and to use part or all of the hours of operation of the Stations for the broadcast of events of special importance. In all such cases, Four Points will use commercially reasonable efforts to give Programmer reasonable advance notice of its intention to preempt the Programming.

**2.3 Four Points' Public Service Programming.** Four Points shall have the right to preempt Programming in order to broadcast public service programming at the times set forth in Schedule 1.1 hereof.

**2.4 Compliance with Communications Laws** The parties acknowledge that Licensee is ultimately responsible for complying with the Communications Laws, including with respect to (a) the carriage of political advertisements and programming (including, without limitation, the rights of candidates and, as appropriate, others to "equal opportunities," lowest unit charge and reasonable access); (b) the broadcast and nature of public service programming and children's educational/informational programming; (c) the maintenance of political and public inspection files and the Stations' logs; (d) the ascertainment of issues of community concern, (e) the preparation of all quarterly issues/programs lists; (f) the preparation of all quarterly Children's Television Programming Reports (Form 398); (g) and, as to Class A television stations, the broadcast of locally produced programming.

**2.5 Maintenance and Repair of Transmission Facilities.** Subject to Schedule 1.5 of this Agreement and Section 5.06 of the Purchase Agreement, Four Points shall use commercially reasonable efforts to maintain the Stations' transmission equipment and facilities in normal operating condition, and the Operating Company shall continue to contract with local utility companies for the delivery of electrical power to the Stations' transmitting facilities at all times in order to ensure operation of the Stations.

**2.6 Main Studio.** Four Points shall maintain a main studio for each of the Stations as required under the Communications Laws.

### **3. OBLIGATIONS AND RIGHTS OF PROGRAMMER**

Programmer shall not knowingly take any action, or omit to take any action, inconsistent with Licensee's obligations under the Communications Laws to retain

ultimate responsibility for the programming and technical operations of the Stations. Whenever at the Main Studios or otherwise on the Stations' premises, all of Programmer's personnel shall be subject to the supervision and the direction of the General Manager(s) (as defined below) and/or the Stations' Chief Operator(s) (as that term is defined in the Communications Laws). Without limiting the generality of the foregoing, Programmer agrees as follows:

**3.1 Compliance with Laws and Station Policies.** Programmer will not make any changes in any Station's format or call signs during the Term. Programmer has advised Four Points of the nature of the Programming and shall ensure that all Programming conforms to all applicable provisions of the Communications Laws, all other laws or regulations applicable to the broadcast of programming by the Stations, and the programming regulations prescribed in Schedule 3.1 hereto. At no time during the Term shall Programmer or its employees or agents represent, hold out, describe or portray Programmer as the licensee or owner of the Stations.

**3.2 Cooperation with Four Points.**

(a) Programmer, on behalf of Four Points, shall furnish or insert within the Programming all Station identification announcements, the children's educational/informational programming, programming designed to address the concerns, needs and interests of the Stations' viewers, and, as to each Class A station, the locally produced programming, required by the Communications Laws. Upon request by Four Points, Programmer shall provide (a) information about Programming that is responsive to the public needs and interests of the area served by the Stations, so as to assist Four Points in the preparation of any required programming reports, (b) information about the children's educational/informational programming and the amount of commercial matter in the children's educational/informational programming, and (c) other reasonably requested information to enable Four Points to prepare other records, reports and logs required by the FCC or other local, state or federal governmental agencies. Programmer shall maintain and promptly deliver to Four Points all records and information required by the FCC to be placed in the public inspection files of the Stations, including all records and information pertaining to the broadcast of political programming and advertisements, in accordance with the provisions of Sections 73.1943 and 73.3526 of the Rules and The Bipartisan Campaign Reform Act of 2002. Programmer additionally agrees that the Programming shall include closed captioning to the extent required by Part 79 of the Rules and that broadcasts of sponsored programming addressing political issues or controversial subjects of public importance will comply with the provisions of Section 73.1212 of the Rules. Programmer shall consult with Four Points and adhere strictly to all applicable provisions of the Communications Laws, including with respect to the carriage of political advertisements and political programming (including, without limitation, the rights of candidates and, as appropriate, other parties, to "equal opportunities," lowest unit charge and reasonable access) and the charges permitted for such programming or announcements. Programmer shall cooperate with Licensee to ensure compliance with the Rules regarding Emergency Alert System tests and alerts.

(b) Programmer shall provide Four Points such information and access required by Four Points to prepare the reports to its lenders described in Schedule 3.2.

**3.3 Payola and Plugola.** Programmer shall provide to Four Points in advance any information known to Programmer regarding any money or other consideration which has been paid or accepted, or has been promised to be paid or to be accepted, for the inclusion of any matter as a part of any programming or commercial material to be supplied to Four Points by Programmer for broadcast on the Stations, unless the party making or accepting such payment is identified in the program as having paid for or furnished such consideration in accordance with the Communications Laws. Commercial matter with obvious sponsorship identification will not require disclosure beyond the sponsorship identification contained in the commercial copy. Programmer shall at all times endeavor to proceed in good faith to comply with the requirements of Sections 317 and 507 of the Communications Act and the related Rules.

**3.4 Handling of Communications.** Programmer shall promptly provide Four Points with the original or a complete copy of any correspondence from a member of the public relating to the Programming to enable Four Points to comply with the requirements of the Communications Laws, including those regarding the maintenance of the public inspection file. Four Points shall not be required to receive or handle mail, facsimiles, e-mails or telephone calls in connection with the Programming unless Four Points has agreed to do so in writing. The Operating Company shall promptly forward to Programmer all correspondence, payments, communications or other information and/or documents which it receives and which relate to the Programming, including without limitation, invoices, billing inquiries, checks, money orders, wire transfers or other payments for services or advertising.

**3.5 Compliance with Copyright Act.** Programmer shall not broadcast any material on the Stations in violation of the Copyright Act or the rights of any Person. All music supplied by Programmer shall be (a) licensed by a music licensing agent such as ASCAP, BMI, or SESAC, (b) in the public domain or (c) cleared at the source by Programmer. Licensee shall not be obligated to pay any music licensing fees or other similar expenses required in connection with the material broadcast by Programmer on the Stations.

**3.6 Prohibited Actions.** Until the expiration of the Term (or earlier termination), Programmer shall not, without the prior written consent of Four Points, such consent not to be unreasonably delayed or withheld, take any of the actions set forth on Schedule 3.6 hereto.

#### **4. RESPONSIBILITY FOR EMPLOYEES AND EXPENSES**

##### **4.1 The Operating Company's Responsibility for Employees and Expenses.**

(a) During the Term, the Operating Company will employ a full-time management-level employee(s) for each Station (the "General Manager(s)"), who shall

report and be solely accountable to the Operating Company and shall be responsible for overseeing the operations of the applicable Station, and one staff-level employee for each Station, who shall report to and assist the applicable General Manager in the performance of his or her duties. As of the LMA Commencement Date, the Operating Company's General Managers and staff-level employees for the Stations shall be those employees identified on Schedule 4.1 hereto.

(b) Subject to Schedule 1.5 hereto, the Operating Company shall be responsible for timely paying: (i) all lease payments under the Real Property Leases, including all lease payments for the Stations' studio and transmitter sites, and all taxes and other costs incident thereto, including insurance costs, (ii) all utility costs (telephone, electricity, etc.) relating to the studio and transmitter sites, (iii) all maintenance and repair costs for the transmitting equipment that are the Operating Company's responsibility under **Section 2.5**, (iv) all costs, including utilities, taxes, insurance and maintenance, relating to the ownership of the Owned Real Property, (v) the salaries, taxes, insurance and related costs for the Operating Company's personnel for the Stations in accordance with **Section 4.1(a)** and (vi) all FCC regulatory or filing fees.

#### **4.2 Programmer's Responsibility for Employees and Expenses.**

(a) Programmer shall provide any transmitter duty operators required for the operation of the Stations during any period when the Programming is being broadcast. Programmer shall employ and be responsible for the salaries, taxes, insurance and related costs for all of its personnel and facilities used in fulfillment of its rights and obligations under this Agreement.

(b) Programmer shall be responsible for timely paying all costs, including fees to ASCAP, BMI and SESAC, attributable to the Programming. The parties acknowledge and agree that Programmer shall obtain its own ASCAP, BMI and SESAC licenses as of the LMA Commencement Date.

(c) Programmer shall be responsible for timely paying all costs associated with the Stations not payable by Four Points under **Section 4.1(b)** hereof. Without limiting the generality of the foregoing, Programmer shall also timely pay all maintenance and repair costs for the Main Studios and Studio Equipment.

(d) Programmer shall maintain at its expense and with reputable insurance companies commercially reasonable coverage for broadcaster's liability insurance, worker's compensation insurance and commercial general liability insurance, consistent with industry practice.

### **5. CONTRACTS**

To the extent reasonably necessary to perform this Agreement, during the Term, the Operating Company shall provide Programmer with the benefits of any Contracts and Programmer shall perform the obligations of the Operating Company thereunder. Notwithstanding anything herein to the contrary, the Stations shall continue to broadcast



any programming required to be aired under the terms of the Contracts (as defined in the Purchase Agreement). Programmer shall have the right to enter into any contracts Programmer reasonably determines are necessary for the operation of the Stations, including contracts for advertising on the Stations and retransmission consent agreements with MVPDs; *provided, however*, that, except for contracts which have been entered into in the ordinary course of business, any such contract (including, for the avoidance of doubt, any contract with either Nielson Media Research, Inc. or TeleRep L.L.C., or any of their respective affiliates, regardless of whether or not it may be characterized as ordinary-course) must either (i) be terminable at the option of the Operating Company upon the termination of this Agreement (other than a termination at Closing under the Purchase Agreement) or (ii) require the prior consent of the Operating Company.

## **6. PRORATIONS; ACCOUNTS RECEIVABLE**

**6.1 Proration of Income and Expenses.** The parties acknowledge and agree that the Purchase Agreement includes provisions with respect to the proration of income and expenses attributable to the period prior to the LMA Commencement Date.

**6.2 Accounts Receivable.** The parties acknowledge and agree that the Purchase Agreement includes provisions with respect to collection by Programmer of Accounts Receivable attributable to the period prior to the LMA Commencement Date.

## **7. INDEMNIFICATION**

### **7.1 Indemnification.**

(a) From and after the LMA Commencement Date, Programmer shall indemnify, defend, protect and hold harmless Four Points, its Affiliates, and their respective employees, officers, directors, shareholders and agents, and the successors and assigns of any of them, from and against, and reimburse them for, all claims, damages, liabilities, costs and expenses, including reasonable attorneys' fees and expenses arising from (a) the Programming; (b) any claim for indecency, libel, slander, infringement of copyright or other intellectual property right, or violation of any right of privacy or proprietary right or violation of FCC rules or other applicable law, as a result of the broadcast on the Stations of the Programming; (c) Programmer's use of the Main Studios or the Studio Equipment; (d) any breach by Programmer of any representation, warranty, covenant or other agreement hereunder; (e) any action taken by such party or its employees or agents with respect to the Stations, or any failure by such party or its employees or agents to take any action with respect to the Stations, including but not limited to such party's payment and performance of obligations and liabilities, unless resulting from a failure by the other party to perform hereunder; or (f) any other claims of any nature, including any investigation initiated or fines or forfeitures imposed by the FCC, as a result of the broadcast on the Stations of the programming provided by such party.

(b) From and after the LMA Commencement Date, the Operating Company shall indemnify, defend, protect and hold harmless Programmer, its Affiliates, and their respective employees, officers, directors, shareholders and agents, and the

successors and assigns of any of them, from and against, and reimburse them for, all claims, damages, liabilities, costs and expenses, including reasonable attorneys' fees and expenses arising from (a) any programming provided by Four Points for broadcast on the Stations during the Term; (b) any claim for indecency, libel, slander, infringement of copyright or other intellectual property right, or violation of any right of privacy or proprietary right or violation of FCC rules or other applicable law, as a result of the broadcast on the Stations of any programming provided by Four Points during the Term; or (c) any breach by Four Points of any representation, warranty, covenant or other agreement hereunder; and (d) any action taken by such party or its employees or agents with respect to the Stations, or any failure by such party or its employees or agents to take any action with respect to the Stations, including but not limited to such party's payment and performance of obligations and liabilities, unless resulting from a failure by the other party to perform hereunder.

**7.2 Procedure for Indemnification.** If the indemnified party shall notify the indemnifying party of any claim or demand pursuant to **Section 7.1**, and if such claim or demand relates to a claim or demand asserted by a third party against the indemnified party that the indemnifying party acknowledges is a claim or demand for which it must indemnify or hold harmless the indemnified party under **Section 7.1**, the indemnifying party shall have the right to employ counsel reasonably acceptable to the indemnified party to defend any such claim or demand asserted against the indemnified party for so long as the indemnifying party shall continue in good faith to diligently defend against such action or claim. The indemnified party shall have the right to participate in the defense of any such claim or demand at its own expense. The indemnifying party shall notify the indemnified party in writing, as promptly as possible (but in any case five business days before the due date for the answer or response to a claim) after the date of the notice of claim given by the indemnified party to the indemnifying party of its election to defend in good faith any such third party claim or demand. So long as the indemnifying party is defending in good faith any such claim or demand asserted by a third party against the indemnified party, the indemnified party shall not settle or compromise such claim or demand without the consent of the indemnifying party, which consent shall not be unreasonably withheld, and the indemnified party shall make available to the indemnifying party or its agents all records and other material in the indemnified party's possession reasonably required by it for its use in contesting any third party claim or demand. Whether or not the indemnifying party elects to defend any such claim or demand, the indemnified party shall have no obligations to do so. In the event (x) the indemnifying party elects not to defend such claim or action, or (y) if the indemnifying party elects to defend such claim or action but fails to diligently defend such claim or action in good faith, the indemnified party shall have the right to conduct the defense thereof and to settle or compromise such claim or action without the consent of the indemnifying party, except that with respect to the settlement or compromise of such a claim, demand or action, the indemnified party shall not settle or compromise any such claim or demand or action without the consent of the indemnifying party (such consent not to be unreasonably withheld), unless the indemnifying party is given a full and completed release of any and all liability by all relevant parties relating thereto and has no obligation to pay any damages, except for the obligation to indemnify provided hereunder.

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

## **8. TERMINATION FOR ANY REASON OTHER THAN THE CLOSING**

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

(a) By either Four Points or Programmer, by written notice to the other party, if, subject to **Section 10.4**, this Agreement shall have been declared invalid or illegal in whole or in material part by an order or a decree of the FCC or any other administrative agency or court of competent jurisdiction, and such order or decree shall have become final and shall no longer be subject to further administrative or judicial review;

(b) (i) Automatically at 12:01 a.m. on the date of the consummation of the Closing pursuant to the Purchase Agreement, (ii) by Four Points by written notice to Programmer concurrent with or after the termination of the Purchase Agreement, effective as of 12:01 a.m. on the date on which such notice is delivered, and (iii) by Programmer by written notice to Four Points concurrent with or after termination of the Purchase Agreement, effective as of 12:01 a.m. on the date which is thirty (30) days after the date such notice is delivered (or such lesser period of time as may be agreed by Four Points, in its discretion);

(c) By the mutual consent of Four Points and Programmer;

(d) By Four Points, by written notice to Programmer if Programmer fails to timely make any payment required under this Agreement;

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

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

Notwithstanding the foregoing, any breach or default under **Section 8.1(d), (e) or (f)** will not be deemed to have occurred until 15 calendar days after the non-defaulting party has provided the defaulting party with written notice specifying the event of default and such event of default remains uncured. Upon the occurrence of an event of default, and in the absence of a timely cure pursuant to this **Section 8.1**, the non-defaulting party may terminate this Agreement, effective immediately upon written notice to the defaulting

party. Failure of Four Points to broadcast the Programming due to facility maintenance, repair or modification or due to any reason out of Four Points' reasonable control shall not constitute an event of default by Four Points hereunder.

**8.2 Effect of Termination.** If this Agreement expires or is terminated for any reason other than the occurrence of the Closing under the Purchase Agreement, the parties shall cooperate in good faith to restore the status quo ante. Without limiting the foregoing, Programmer shall immediately return to Four Points any equipment or property of the Stations used by Programmer, its employees or agents, in the same condition as such equipment existed on the date hereof, reasonable and ordinary wear and tear excepted and Four Points shall offer employment to Transferred Employees at a monetary compensation (consisting of base salary, commission rate and normal bonus opportunity) and on terms and conditions that are at least as favorable as those provided by Four Points immediately prior to the Employment Commencement Date. No expiration or termination of this Agreement shall terminate the indemnification obligations of Programmer or Four Points hereunder or relieve a party of any obligation or liability for breach or default prior to termination.

## **9. REQUIRED FCC CERTIFICATIONS**

**9.1 Licensee's Certification.** Licensee hereby certifies that it shall maintain ultimate control over the Stations' facilities, including specifically control over the Stations' finances, personnel and programming.

**9.2 Programmer's Certification.** Programmer hereby certifies that this Agreement complies with the provisions of the FCC's broadcast ownership rules as in effect as of the date of this Agreement.

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

## **10. MISCELLANEOUS**

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

**10.2 No Waiver.** No failure or delay on the part of the Operating Company, Licensee or Programmer in exercising any right or power under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or

power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power.

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

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

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

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

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

**10.8 Benefit and Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Neither Four Points nor Programmer may assign its rights under this Agreement without the prior written consent of Programmer or Four Points, respectively, which consent may not be unreasonably withheld or delayed; *provided, however*, that anything in this Agreement to the contrary notwithstanding, Four Points shall have the right (without the prior written consent of Programmer), at any time, and in its sole discretion, to assign for security interest purposes any or all of its rights under this Agreement to any lender providing financing to Four Points, or any of Four Points' permitted assigns, or any Affiliates of Four Points or Four Points' permitted assigns (Four Points, such assigns, and such Affiliates, collectively, the ("Four Points Parties")) and, upon the occurrence and during the continuance of any event of default under the financing agreements between any such lender and a Four Points Party, and only in such circumstances, such lender may exercise any or all of the rights, interests, and remedies of any of the Four Points Parties under this Agreement. No assignment shall relieve a party of any obligation or liability under this Agreement.

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

**10.10 Notices.** All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be deemed to have been duly delivered and received (a) on the date of personal delivery, (b) on the date of transmission, if sent by facsimile, or (c) one business day after having been dispatched via a nationally recognized overnight courier service to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this **Section 10.10**).

If to Four Points:

c/o Cerberus Capital Management, L.P.  
299 Park Avenue  
New York, New York 10171  
Attention: Robert G. Warden  
Facsimile: (212) 891-1540

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

Schulte Roth & Zabel LLP  
919 Third Avenue  
New York, New York 10022

Attention: Stuart D. Freedman  
Facsimile: (212) 593-5955

If to Programmer:

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

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

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

**10.11 No Third-Party Beneficiaries.** Except as provided in **Section 10.8**, this Agreement is for the sole benefit of the parties hereto and their permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

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

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Local Marketing Agreement as of the date first set forth above.

**PROGRAMMER**

**SINCLAIR TELEVISION GROUP, INC.**

By: 

Name: DAVID B ANY  
Title: EVp

**LICENSEE**

**WPB TV LICENSEE CORP.**

By: 

Name: MICHAEL SANFORD  
Title: PRESIDENT

**SLC TV LICENSEE CORP.**

By: 

Name: MICHAEL SANFORD  
Title: PRESIDENT

**PROVIDENCE TV LICENSEE CORP.**

By: 

Name: MICHAEL SANFORD  
Title: PRESIDENT

**AUSTIN TV LICENSEE CORP.**

By: 

Name: MICHAEL SANFORD  
Title: PRESIDENT



**FOUR POINTS MEDIA GROUP OF WEST  
PALM BEACH, INC.**

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

Name: MICHAEL SANFORD

Title: PRESIDENT

**FOUR POINTS MEDIA GROUP OF SALT  
LAKE CITY, INC.**

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

Name: MICHAEL SANFORD

Title: PRESIDENT

**FOUR POINTS MEDIA GROUP OF  
PROVIDENCE, INC.**

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

Name: MICHAEL SANFORD

Title: PRESIDENT


**FOUR POINTS MEDIA GROUP OF AUSTIN,  
INC.**

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

Name: MICHAEL SANFORD

Title: PRESIDENT

**FOUR POINTS MEDIA GROUP SERVICES,  
INC.**

By:   
Name: MICHAEL SANFORD  
Title: PRESIDENT

**SCHEDULE 1.1**

REDACTED

**SCHEDULE 1.5**

REDACTED

**SCHEDULE 3.1**

REDACTED

**SCHEDULE 3.2**

REDACTED

**SCHEDULE 3.6**  
REDACTED

**SCHEDULE 4.1**

REDACTED