

## CONTRIBUTION AGREEMENT

**THIS CONTRIBUTION AGREEMENT** (this "Agreement") is made as of September 10, 2013 and is intended to be effective two days after FCC consent to assignment (the "Effective Date") by and between Sinclair Bakersfield Licensee, LLC ("Sinclair Bakersfield") and Sinclair Television Media, Inc. ("STM").

### Recitals

**WHEREAS**, Sinclair Bakersfield is a wholly owned subsidiary of STM.

**WHEREAS**, the parties hereto desire and intend that any and all contributions made pursuant to this Agreement take place and become effective on the Effective Date.

**WHEREAS**, STM desires to contribute to Sinclair Bakersfield all FCC licenses as set forth on Exhibit A attached hereto ("FCC Licenses").

**WHEREAS**, STM desires to contribute the FCC Licenses to Sinclair Bakersfield, and Sinclair Bakersfield desires to accept the FCC Licenses.

**WHEREAS**, the effectuation of this Agreement is subject to prior consent of the FCC.

**NOW, THEREFORE**, in consideration of the foregoing promises and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Contributions**. Effective on the Effective Date and upon the terms and subject to the conditions set forth herein, the parties hereto agree as follows:

1.1. STM does hereby assign, transfer, set-over, and otherwise contribute to Sinclair Bakersfield, and Sinclair Bakersfield does hereby accept from STM, all of STM's right, title, and interest in and to the FCC Licenses in existence on the Effective Date.

2. **Authorization; Validity**. Each party hereto represents and warrants to the other parties hereto that such party has the full legal right, power, and authority to enter into this Agreement and the transactions contemplated hereby and that this Agreement is a legal, valid, and binding obligation of each party hereto, enforceable in accordance with the terms contained herein.

3. **No Conflicts**. The execution, delivery, and performance of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the terms hereof will not, (a) conflict with, or result in a default (or would constitute a default by for any requirement of notice or lapse of time or both) under any document, agreement, or other instrument to which any party hereto is a party or by which any party hereto is bound or (b) violate any law, order, judgment, rule, regulation, decree, or ordinance to which any party hereto is subject or by which any party hereto is bound.

4. **Further Assurances.** The parties hereto each hereby agree that each will on the Effective Date or such other date or dates as each such party, respectively, may request, without cost or expense to the other parties here, execute and deliver or cause to be executed and delivered to the other such further instruments and will take such other actions as such party, as the case may be, may reasonably request to carry out more effectively the transactions contemplated by this Agreement.

5. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Maryland, without giving effect to its conflicts of laws provisions.

6. **Headings.** The headings or captions used in this Agreement are for convenience of reference only and do not constitute a part of this Agreement, nor affect its meaning, construction, or effect.

7. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

*[signatures contained on the following pages]*

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

SINCLAIR BAKERSFIELD LICENSEE, LLC

By: Sinclair Television Media, Inc., its Sole Member

By:

Name: David Amy

Title: Secretary

SINCLAIR TELEVISION MEDIA, INC.

By:

Name: David Amy

Title: Secretary

**Exhibit A**

<b>Call Sign</b>	<b>Facility ID</b>	<b>License Type</b>	<b>Community of License</b>	<b>Expiration Dates</b>	<b>Affiliation</b>
KBAK	4148	DT	Bakersfield	12/1/2014	CBS
KBFX	51501	DC	Bakersfield	12/1/2014	Fox