

CONTRIBUTION AGREEMENT

(Equity)

THIS CONTRIBUTION AGREEMENT (this “Agreement”) is dated as of _____, 2003, by and between Sinclair Broadcast Group, Inc., a Maryland corporation (the “Contributor”), and Sinclair Television Group, Inc., a Maryland corporation (“STG”).

Recitals

WHEREAS, Contributor owns certain equity interests in certain of its subsidiaries as more fully described on Exhibit A hereto (collectively, the “Equity Interests”); and

WHEREAS, Contributor desires to contribute its Equity Interests to its wholly-owned subsidiary, STG.

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

ARTICLE I **CONTRIBUTION**

Section 1.1 **Agreement to Contribute**. Upon the terms and conditions hereinafter set forth, on the Effective Date (as defined in Section 1.2), the Contributor hereby agrees to contribute and assign to STG all of the Equity Interests listed on Exhibit A hereto. On the Effective Date, STG hereby agrees to accept from the Contributor such Equity Interests. The Equity Interests shall be contributed and assigned to the Company subject to all liens, claims, mortgages, charges, pledges, security interests, preemptive rights, impositions, covenants, conditions, rights of first refusal, encumbrances, and restrictions (collectively, “Liens”) existing on the Effective Date.

Section 1.2 **Effective Date**. The effective date of the transactions contemplated by this Agreement shall be _____, 2003 (the “Effective Date”).

Section 1.3 **Closing Deliveries**. Prior to or on the Effective Date, the Contributor will deliver to STG the certificates representing the Equity Interests.

Section 1.4 **Representation of Contributor**. The Contributor represents and warrants that the Equity Interests comprise all of the issued and outstanding stock or membership interests of Sinclair Communications, LLC and Sinclair Communications II, Inc., respectively, held by Contributor as of the Effective Date.

ARTICLE II
MISCELLANEOUS

Section 2.1 **Successors and Assigns**. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns. Neither this Agreement nor any of the rights, interests, or obligations hereunder may be assigned or delegated by any party without the prior written consent of the other parties hereto.

Section 2.2 **Entire Agreement; Amendment; Waiver**. This Agreement, together with all schedules and exhibits hereto, contains the entire understanding and agreement among the parties hereto with respect to the subject matter hereof, and supersedes all prior discussions and understandings (whether oral or written) between them with respect thereto. No amendment to, or modification or waiver of, any of the terms of this Agreement shall be valid unless in writing and signed by the party against whom enforcement of such amendment, modification, or waiver is sought. Each of the schedules and exhibits to this Agreement is incorporated herein by this reference and expressly made a part hereof.

Section 2.3 **Rules of Construction**. Unless the context clearly indicates to the contrary, the following rules apply to the construction of this Agreement: (i) references to the singular include the plural, and references to the plural include the singular; (ii) words of the masculine gender include correlative words of the feminine and neuter genders; and (iii) the headings or captions used in this Agreement are for convenience of reference and do not constitute a part of this Agreement, nor affect its meaning, construction, or effect.

Section 2.4 **Specific Performance; Remedies**. Each party hereto acknowledges that the other parties will be irreparably harmed and that there will be no adequate remedy at law for any violation by any of them of any of the covenants or agreements contained in this Agreement. It is accordingly agreed that, in addition to any other remedies which may be available upon the breach of any such covenants or agreements, each party hereto shall have the right to obtain injunctive relief to restrain a breach or threatened breach of, or otherwise to obtain specific performance of, the covenants and agreements contained in this Agreement.

Section 2.5 **Notices**. Any notice, request, claim, demand, waiver, consent, approval, or other communication which is required or permitted hereunder shall be in writing and shall be deemed given if delivered personally or sent by facsimile (with confirmation of receipt), by registered or certified mail, postage prepaid, or by recognized courier service, as follows:

- (a) If to Contributor to:

Sinclair Broadcast Group, Inc.
10706 Beaver Dam Road
Cockeysville, Maryland 21030
Attn: President

(b) If to STG to:

Sinclair Television Group, Inc.
10706 Beaver Dam Road
Cockeysville, Maryland 21030
Attn: President

or to such other address as the person to whom notice is to be given may have specified in a notice duly given to the sender as provided herein. Such notice, request, claim, demand, waiver, consent, approval, or other communication shall be deemed to have been given as of the date so delivered, sent via facsimile, mailed, or dispatched and, if given by any other means, shall be deemed given only when actually received by the addressees.

Section 2.6 **Governing Law**. This Agreement shall be governed by and construed, interpreted, and enforced in accordance with the internal laws of the State of Maryland, without giving effect to conflict of laws principles.

Section 2.7 **Severability**. In the event any provision (or any part of any provision) contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision (or remaining part of the affected provision) of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision (or part thereof) had never been contained herein, but only to the extent such provision (or part thereof) is invalid, illegal, or unenforceable.

Section 2.8 **Further Assurances**. Each of the parties hereto hereby covenants and agrees that at any time and from time to time after the date hereof, it shall, upon the written request of STG, promptly execute and deliver, or cause to be executed and delivered, to STG, all other and further instruments of contribution, sale, assignment, transfer or conveyance, and all such notices, releases, consents, bills of sale, endorsements, powers of attorney and other documents, and to do or cause to be done all such other acts and things as may be necessary in order to contribute and assign more fully to and vest in STG the Equity Interests.

Section 2.9 **Counterparts**. This Agreement may be executed in any number of counterparts and any party hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument.

[Signatures Begin On The Following Page]

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

Company:

SINCLAIR TELEVISION GROUP, INC.,
a Maryland corporation

By: _____ (SEAL)

Name: _____

Title: _____

Contributor:

SINCLAIR BROADCAST GROUP, INC.,
a Maryland corporation

By: _____ (SEAL)

Name: _____

Title: _____

EXHIBIT A

Sinclair Communications, LLC	100% of the Membership Interest
Sinclair Communications II, Inc.	100 Shares of Common Stock
Sinclair Programming, LLC	100% of the Membership Interests
Sinclair Television Company II, Inc.	100 Shares of Common Stock