

SUB-LOCAL MARKETING AND FACILITIES USE AGREEMENT

THIS SUB-LOCAL MARKETING AND FACILITIES USE AGREEMENT (this "Agreement") is made as of November 1, 2011, by and among Sinclair Television Group, Inc., a Maryland corporation ("Programmer"), and Freedom Broadcasting of New York, Inc., Freedom Broadcasting of Tennessee, Inc., Freedom Broadcasting of Michigan, Inc., Freedom Broadcasting of Texas, Inc., Freedom Broadcasting of Florida, Inc. and Freedom Broadcasting of Oregon, Inc. (all such Freedom Broadcasting entities referred to herein, collectively, as the "Operating Company").

RECITALS

The Freedom Communications Broadcast Trust (the "Broadcast Trust") controls various limited liability companies (the "FCC Licensees") which collectively hold the Federal Communications Commission (the "FCC") authorizations (the "FCC Licenses") for the following commercial television broadcast stations, and related television translator stations (collectively, the "Stations"):

WRGB-(TV), Schenectady, NY
WCWN(TV), Schenectady, NY
WTVC(TV), Chattanooga, TN
WPEC(TV), West Palm Beach, FL
WWMT(TV), Kalamazoo, MI
WLAJ(TV), Lansing, MI
KFDM-TV, Beaumont, TX
KTVL(TV), Medford, OR

The Operating Company programs and operates the Stations pursuant to the terms and conditions of a series of Local Marketing Agreements between the Operating Company and the Broadcast Trust on behalf of the FCC Licensees, each dated as of April 23, 2010 (collectively, the "Trust LMAs").

The Operating Company and Programmer are parties to an asset purchase agreement of even date herewith (the "Purchase Agreement"), pursuant to which the Programmer has agreed to purchase substantially all of the assets and assume certain of the liabilities, and the Operating Company and the FCC Licensees have agreed to sell, or cause to be sold, to Programmer substantially all of the assets and transfer certain of the liabilities, related to, used or held for use in the conduct of each Station on the terms and subject to the conditions set forth therein.

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").

In order to enable Programmer to acquire such time, the Operating Company desires to provide such time on the Stations to Programmer under a "sub-LMA" arrangement, pursuant to the terms and conditions hereof, under which Programmer will have the rights, and perform the obligations, of the Operating Company under the Trust LMAs.

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 ON STATIONS; SUB-LMA

1.1 Sub-LMA Arrangements. During the Term, the Operating Company shall delegate to, and provide Programmer with, all of the rights and benefits of the Operating Company under the Trust LMAs, including without limitation the right to broadcast Programmer's programming and advertising (the "Programming") on the Stations under Section 1 of the Trust LMAs and to receive all revenues of the Stations under Section 3(a) of the Trust LMAs, and the Programmer shall perform all of the obligations of the Operating Company under the Trust LMAs. The provisions of this Section 1.1 shall constitute a sub-LMA arrangement, and not an assignment of rights and obligations under the Trust LMAs, under which the Operating Company shall remain liable to the Broadcast Trust and the FCC Licensees; provided, however, that any breach by the Programmer of its performance of the Operating Company's obligations under the Trust LMAs shall constitute a breach of this Agreement by Programmer, and Operating Company and/or the Broadcast Trust shall have the right under this Agreement to enforce the provisions of the Trust LMAs against the Programmer. The Operating Company hereby represents and warrants that it has received all necessary consents from the Trustee to enter into the Agreement and to provide Programmer with the rights and benefits of the Operating Company under the Trust LMAs. The Operating Company covenants that during the Term it shall use its commercially reasonable efforts to enforce all of its rights under the Trust LMAs.

1.2 Advertising and Programming Revenues. The Operating Company shall retain all of the Accounts Receivable (as defined in the Purchase Agreement) existing prior to the LMA Commencement Date. Subject to the terms of the Trust LMAs, 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 the Operating Company or Programmer (collectively, "Force Majeure Events"), shall not constitute a breach of this Agreement, and neither the Operating Company nor Programmer, as the case may be, will be liable to the other party therefor; *provided, however*, that, subject to paragraph 4 of Schedule 1.5, 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 the Operating Company's 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, the Operating Company 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 the Operating Company. 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 the Operating Company's or its Affiliates' premises, Programmer's personnel shall be subject to the direction and control of the Operating Company's and the Broadcast Trust's 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 the Operating Company's or the Broadcast Trust's use of such premises. Nothing in this Agreement limits the Operating Company's 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 the Operating Company's 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 the Operating Company 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 the Operating Company's costs and provide the Operating Company 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 the first day of the first calendar month beginning at least three business days 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 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**.

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

Programmer acknowledges and agrees that the Broadcast Trust and the FCC Licensees are 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 FCC Licensees from retaining and exercising full and complete control over the Stations, including, but not limited to, control of the Stations' finances, personnel, and programming. Programmer acknowledges and agrees that the Broadcast Trust and the FCC Licensees shall have all rights given to them under the Trust LMAs, and in the event of any conflict between the Trust LMAs and this Agreement, the Trust LMAs shall control.

2.1 Main Studio. Subject to Section 4.2(c) hereof, the Operating Company shall continue to make available on behalf of the FCC Licensees, a main studio for each of the Stations as required under The Communications Act of 1934, as amended, and the rules, regulations and policies of the FCC (collectively, the "Communications Laws").

2.2 Compliance with Trust LMAs. The Operating Companies shall comply in all material respects with the terms of the Trust LMAs, and shall take no action to terminate the Trust LMAs without the prior written consent of Programmer, which consent Programmer may withhold in its sole and absolute discretion.

2.3 Operating Company Retransmission Consent Amount. The Operating Company, jointly and severally, represents and warrants to Programmer that the amounts set forth on Annex A-2 to Schedule 1.5 hereto represent the Operating Company's good faith estimate of the amounts that the Operating Company would have the right to receive for each of the periods shown under retransmission consent agreements currently in effect (or renewals thereof) assuming this Agreement was not in effect.

3. OBLIGATIONS AND RIGHTS OF PROGRAMMER

Programmer shall not knowingly take any action, or omit to take any action, inconsistent with the FCC 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 FCC Licensees' managerial employees. 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 will comply in all material respects with applicable law, including the Communications Laws, with respect to its performance hereunder, and without limiting the generality of the foregoing, Programmer has advised the Operating Company of the nature of the Programming and shall ensure that all Programming conforms to all applicable provisions of the Communications Laws, the terms of the Trust LMAs, 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 FCC Licensees.

(a) Programmer, on behalf of the FCC Licensees, shall furnish or insert within the Programming all Station identification announcements, the children's educational/informational programming, and programming designed to address the concerns, needs and interests of the Stations' viewers. Upon request by the Operating Company or the FCC Licensees, 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 the FCC Licensees 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 the FCC Licensees 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 the FCC Licensees, and to Operating Company, 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 the Operating Company and the Broadcast Trust, upon request, 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 FCC Licensees, and the Operating Company, to ensure compliance with the Rules regarding Emergency Alert System tests and alerts.

(b) Programmer shall provide the Operating Company such information and access as the Operating Company may reasonably request in order to satisfy its reporting obligations to its lenders.

3.3 Payola and Plugola. Programmer shall provide to the Operating Company and the Broadcast Trust 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 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 the Broadcast Trust, and Operating Company, with the original or a complete copy of any correspondence from a member of the public relating to the Programming to enable the FCC Licensees to comply with the requirements of the Communications Laws, including those regarding the maintenance of the public inspection file. 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. None of Operating Company, the Broadcast Trust or the FCC Licensees shall 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 the Operating Company, 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 Broadcast Trust's Responsibility for Employees and Expenses.

Under the Trust LMAs, the Broadcast Trust is required to employ at least one management level employee and one staff level employee at each Station, and the Operating Company is obligated to reimburse the Broadcast Trust for the costs and expenses of such employees, which obligation shall be assumed by the Programmer pursuant to **Section 1.1** of this Agreement.

4.2 Programmer's Responsibility for Employees and Expenses.

(a) Programmer shall employ and be responsible for the salaries, taxes, benefits, 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 the Broadcast Trust pursuant to the Trust LMAs. Without limiting the generality of the foregoing, Programmer shall also timely pay all maintenance and repair costs for the Main Studios and Studio Equipment, and shall use its commercially reasonable efforts, at its sole cost and expense, to maintain the Main Studios and Studio

Equipment in normal operating condition and in conformity in all material respects with all applicable FCC technical regulations, ordinary wear and tear excepted.

(d) Programmer shall use commercially reasonable efforts, at its sole cost and expense, to maintain the Stations' transmission equipment and facilities in normal operating condition and in conformity in all material respects with all applicable FCC technical regulations, ordinary wear and tear excepted.

(e) 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 (as defined in the Purchase Agreement) 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. 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, (a) any contract with any of the top-four television broadcast networks or TeleRep L.L.C., or any of their respective affiliates and (b) any contract (other than a renewal of an existing Contract not involving an increase in compensation of more than 10%) for personal services which provides for payments annually of \$200,000 or more or which cannot be terminated at least annually by the Station, regardless of whether or not any of such contracts 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, such consent not to be unreasonably withheld, conditioned or delayed.

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 the Operating Company and the Broadcast Trust, their respective 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 the Broadcast Trust 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 the Broadcast Trust during the Term; or (c) any breach by the Operating Company of any representation, warranty, covenant or other agreement hereunder; (d) any breach by the Broadcast Trust of any representation, warranty, covenant or other agreement under the Trust LMAs; and (e) any action taken by the Operating Company, the Broadcast Trust, any of the FCC Licensee or their respective 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.

(a) A party entitled to be indemnified pursuant to **Section 7.1** ("Indemnified Party") shall promptly notify the party liable for such indemnification (the "Indemnifying Party") in writing of any claim or demand that the Indemnified Party has determined has given or could give rise to a right of indemnification under this Agreement; provided, however, that a failure to give prompt notice or to include any specified information in any notice will not affect the rights or obligations of any party hereunder except and only to the extent that, as a result of such failure, any party that was entitled to receive such notice was damaged as a result of such failure. Subject to the Indemnifying Party's right to defend in good

faith third party claims as hereinafter provided, the Indemnifying Party shall satisfy its obligations under this **Section 7** within thirty (30) days after the receipt of written notice thereof from the Indemnified Party.

(b) If the Indemnified Party shall notify the Indemnifying Party of any claim or demand pursuant to **Section 7.2(a)**, 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 (5) 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 under **Section 7.2(a)** 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: (i) the Indemnifying Party elects not to defend such claim or action; or (ii) 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.

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 the Operating Company 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 the Operating Company 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 the Operating Company 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 the Operating Company, in its discretion);

(c) By the mutual consent of the Operating Company and Programmer;

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

(e) By the Operating Company, 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 the Operating Company if the Operating Company 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;

(g) By the Operating Company or Programmer in the event the Trust LMAs, or any of them, are terminated; provided, the Operating Company shall have no right to terminate this Agreement pursuant to this Section 8.1(g) as a result of the termination of any one or more of the Trust LMAs as a result of the transfer of the FCC Licensees or their assets to the Operating Company or the failure of the Operating Company to comply with Section 2.2 hereof; or

(h) By the Operating Company or Programmer by written notice to the other given no later than December 15, 2012, such termination to be effective as of December 31, 2012, in the event the parties have not agreed to the amount of the Minimum Monthly Payment Obligation or Operating Company Retransmission Consent Amount for periods after 2012.

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 the Stations to broadcast the Programming due to facility maintenance, repair or modification or due to any reason out of the reasonable control of the Operating Company shall not constitute an event of default by the Operating Company 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 the Operating Company 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 the Operating Company 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 the Operating Company immediately prior to the Employment Commencement Date. The parties shall also apply the proration provisions of the Purchase Agreement in Section 2.09 thereof, mutatis mutandis, to allocate between Buyer and Operating Company the assets and liabilities of the Stations as of the date of reconveyance of the Stations' operations to the Operating Company. No expiration or termination of this Agreement shall terminate the indemnification obligations of Programmer or the Operating Company hereunder or relieve a party of any obligation or liability for breach or default prior to termination.

9. REQUIRED FCC CERTIFICATIONS

9.1 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 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 the Operating Company nor Programmer may assign its rights under this Agreement without the prior written consent of Programmer or the Operating Company, respectively, which consent may not be unreasonably withheld or delayed; *provided, however*, that anything in this Agreement to the contrary notwithstanding, the Operating Company 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 the Operating Company, or any of the Operating Company's permitted assigns, or any Affiliates of the Operating Company or the Operating Company's permitted assigns (the Operating Company, such assigns, and such Affiliates, collectively, the ("Operating Company Parties")) and, upon the occurrence and during the continuance of any event of default under the financing agreements between any such lender and an Operating Company Party, and only in such circumstances, such lender may exercise any or all of the rights, interests, and remedies of any of an Operating

Company Party 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 the Operating Company:

Freedom Communications Holdings, Inc.
17666 Fitch
Irvine, CA 92614
Attn: President and CEO
Facsimile: (949) 798-3501

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

Latham & Watkins LLP
555 11th Street NW
Washington, DC 20004
Attn: John P. Janka
David D. Burns
Facsimile: (202) 637-2201

Skadden Arps Slate Meagher & Flom LLP
300 South Grand Ave, Suite 3400
Los Angeles, CA 90071
Attn: Brian J. McCarthy
Facsimile: (213) 687-5600

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 A. King*

Title: *CFO*

OPERATING COMPANY

**FREEDOM BROADCASTING OF
NEW YORK, INC.**

By: _____

Name: _____

Title: _____

FREEDOM BROADCASTING OF TENNESSEE, INC.

By: _____

Name: _____

Title: _____

FREEDOM BROADCASTING OF MICHIGAN, INC.

By: _____

Name: _____

Title: _____

FREEDOM BROADCASTING OF TEXAS, INC.

By: _____

Name: _____

Title: _____

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:
Title:

OPERATING COMPANY

**FREEDOM BROADCASTING OF
NEW YORK, INC.**

By: 
Name: Mitchell Stern
Title: President

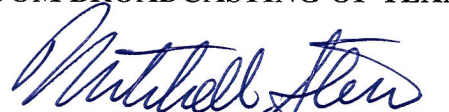
FREEDOM BROADCASTING OF TENNESSEE, INC.

By: 
Name: Mitchell Stern
Title: President

FREEDOM BROADCASTING OF MICHIGAN, INC.

By: 
Name: Mitchell Stern
Title: President

FREEDOM BROADCASTING OF TEXAS, INC.

By: 
Name: Mitchell Stern
Title: President

FREEDOM BROADCASTING OF FLORIDA, INC.

By: 
Name: Mitchell Stern
Title: President

FREEDOM BROADCASTING OF OREGON, INC.

By: 
Name: Mitchell Stern
Title: President

SCHEDULE 3.1

PROGRAM STANDARDS

Programmer agrees to cooperate with the Operating Company and Broadcast Trust in the broadcasting of programs of high quality and, for this purpose, to observe the following policies in the preparation, writing and production of Programming.

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

ELECTION PROCEDURES. At least ninety (90) days before the start of any primary or regular election campaign, Programmer will clear with the Broadcast Trust the rate Programmer will charge for the time to be sold to candidates for public office and/or their supporters to make certain that the rate charged is in conformance with the applicable law and the Broadcast Trust’s policy.

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

- (a) False Claims. False or unwarranted claims for any product or service.
- (b) Unfair Imitation. Infringements of another advertiser’s rights through plagiarism or unfair imitation of either program idea or copy, or any other unfair competition.
- (c) Commercial Disparagement. Any unlawful disparagement of competitors or competitive goods.
- (d) Obscenity/Indecency/Profanity. Any programs or announcements that are obscene or indecent, as those terms are interpreted and applied by the FCC, except that Programmer shall not be deemed to have violated this policy by broadcasting any program received from a national broadcasting network that Programmer did not have an opportunity to review in advance. Any programs or announcements that are slanderous, obscene, profane, vulgar, repulsive or offensive, either in theme or treatment.
- (e) Price Disclosure. Any price mentions except as permitted by the Broadcast Trust’s policies current at the time.
- (f) Unauthorized Testimonials. Any testimonials which cannot be authenticated.
- (g) Descriptions of Bodily Functions. Any continuity which describes in a repellent manner internal bodily functions or symptomatic results or internal disturbances, and no reference to matters which are not considered acceptable topics in social groups.
- (h) Conflict Advertising. Any advertising matter or announcement which may, in the reasonable opinion of the Broadcast Trust, be injurious or prejudicial to the interest

of the public, the Stations, or honest advertising and reputable business in general.

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

LOTTERIES. Announcements giving any information about lotteries or games prohibited by federal or state law or regulation are prohibited.

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

CREDIT TERMS ADVERTISING. Any advertising of credit terms shall be made over the Stations in accordance with all applicable federal and state laws or regulations.

NO ILLEGAL ANNOUNCEMENTS. No announcements or promotion prohibited by federal or state law or regulation shall be made over the Stations. At the Broadcast Trust's request, any game, contest, or promotion relating to or to be presented over the Stations must be fully stated and explained in advance to the Broadcast Trust, which reserves the right in its sole discretion to reject any game, contest, or promotion.

PROGRAMMING IN WHICH OPERATOR HAS A FINANCIAL INTEREST.

Programmer shall advise the Broadcast Trust with respect to any Programming concerning goods or services in which Programmer has a material financial interest. Any announcements for such goods and services for which Programmer charges less than its regular rate shall clearly identify Programmer's financial interest.

MISCELLANEOUS.

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

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

SCHEDULE 3.6
PROHIBITED ACTIONS

Until the expiration of the Term (or earlier termination), Programmer shall not, without the prior written consent of the Operating Company, such consent not to be unreasonably delayed or withheld: (a) terminate the employment of any individual who was employed by Operating Company as a general manager of any of the Stations prior to the LMA Commencement Date, or (b) combine the Main Studios or other facilities of any of the Stations with the facilities of any other broadcast station.