

LEASE AGREEMENT

THIS LEASE (this "Lease") is made and entered into as of this 12th day of November, 2004, by and among Meredith Corporation, an Iowa corporation ("Lessor"), KSMO Licensee, Inc., a Delaware corporation ("Licensee"), and KSMO, Inc., a Maryland corporation ("KSMO") and, collectively with Licensee, "Lessee").

STATEMENT OF FACTS

WHEREAS, Licensee is the licensee of television broadcast station KSMO(TV), Kansas City, Missouri (the "Station"), pursuant to authorizations issued by the Federal Communications Commission ("FCC");

WHEREAS, KSMO owns certain other assets of the Station;

WHEREAS, pursuant to an Asset Purchase Agreement dated as of November 12, 2004, by and among Lessee (as sellers) and Lessor (as buyer) (the "Purchase Agreement"), Lessor has purchased from KSMO certain tangible personal property and other assets of the Station; and

WHEREAS, to enable Lessee to continue to operate the Station in accordance with the rules and policies of the FCC, Lessor has agreed to lease to Lessee the property and assets Lessor purchased from Lessee and such other assets as are described on Exhibit A hereto (collectively, the "Leased Assets") in accordance with and on the terms and conditions set forth in this Lease.

NOW, THEREFORE, in consideration of the terms and conditions set forth in this Lease, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **TERM.** Lessor leases to Lessee, and Lessee leases from Lessor, subject to the terms of this Lease, the Leased Assets for a term commencing upon the First Closing, as defined in the Purchase Agreement, and expiring upon the earlier of (a) the consummation of the acquisition by Lessor from Lessee of the Licensee's Assets for the Station as contemplated by the Purchase Agreement, or (b) six (6) months after the termination of the Purchase Agreement for any reason other than the consummation of the transactions contemplated by the Purchase Agreement.

2. **CONSIDERATION.** Lessor's lease of the Leased Assets to Lessee on the terms and conditions set forth in this Lease is made in consideration of Lessee's agreement under the terms of the Joint Sales and Shared Services Agreement dated as of November 12, 2004, by and among Lessee and Lessor (the "JSA") to allow Lessor to sell advertising time on the Station and retain a portion of the revenue from such sales.

3. **USE AND MAINTENANCE OF ASSETS.**

(a) Lessee shall have the right to access and use the Leased Assets only for the purpose of television broadcasting on the Station and associated activities consistent with its responsibilities as the licensee of the Station.

(b) Lessee accepts the Leased Assets in their present condition and agrees that it will use the Leased Assets in a reasonable manner, subject to reasonable wear and tear, and that Lessee will return the Leased Assets to Lessor in the same condition as the Leased Assets were in at the time Lessee's use of the Leased Assets commenced hereunder, subject to reasonable wear and tear, and damage done by Lessor, if any.

(c) Lessor shall be solely responsible for all maintenance of and repairs to the Leased Assets. If the Leased Assets shall become obsolete or damaged in whole or in part by fire or other cause, Lessor shall proceed forthwith to replace or to repair the Leased Assets with reasonable diligence at the expense of Lessor. All assets acquired by Lessor to replace the Lease Assets shall be considered Leased Assets for all purposes under this Lease.

4. INSURANCE. Subject to Lessor's obligation to reimburse Lessee to the extent provided in Schedule 3.1 of the JSA, Lessee shall obtain and maintain during the term of this Lease public liability insurance against claims of injury to or death of persons, or damage to property arising out of or in connection with Lessee's use of the Leased Assets, naming Lessee and Lessor as insured persons.

5. ASSIGNMENT.

(a) Lessee's Right to Assign. Neither this Lease nor any of the rights, interests or obligations of Lessee hereunder shall be assigned, encumbered, hypothecated, subleased or otherwise transferred without the prior written consent of Lessor. Upon any such approved assignment, all references in this Lease to "Lessee" shall be deemed to be references to Lessee's assignee.

(b) Lessor's Right to Assign. Lessor shall have the unrestricted right to assign to any person or entity all or any part of its rights, interests and obligations hereunder without Lessee's consent.

(c) This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

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

7. MECHANICS' LIENS. Lessee shall not suffer or permit any mechanics' liens to be filed against the Leased Assets by reason of work, labor or materials supplied or claimed to have been supplied to Lessee that are not removed or for which adequate bond has not been provided within thirty (30) days of such filing. If any such lien at any time shall be filed against the Leased Assets, Lessee shall proceed with due diligence to cause the same to be discharged of record by payment, deposit, bond, order of court or otherwise.

8. QUIET ENJOYMENT. Lessor covenants that, upon the performance by Lessee of all obligations pursuant to this Lease, Lessee shall and may peaceably and quietly have and enjoy the Leased Assets for and during the term of this Lease, pursuant to the terms hereof, free from any hindrance from any person or persons whomsoever claiming by, through or under Lessor.

9. SURRENDER OF LEASED ASSETS. Lessee, upon the expiration of the term of this Lease or the earlier termination of this Lease, shall surrender to Lessor the Leased Assets in accordance with the terms and conditions provided for in Subsection 3(b) hereof.

10. NOTICES. All notices, demands and requests required or permitted to be given under the provisions of this Agreement shall be (i) in writing, (ii) sent by telecopy (with receipt personally confirmed by telephone), delivered by personal delivery, or sent by commercial delivery service or certified mail, return receipt requested, (iii) deemed to have been given on the date telecopied with receipt confirmed, the date of personal delivery, or the date set forth in the records of the delivery service or on the return receipt, and (iv) addressed as follows:

If to Lessee: c/o Sinclair Television Group
10706 Beaver Dam Road
Cockeysville, MD 21030
Attn: David D. Smith
Phone: 410-568-1507
Fax: 410-568-1533

With a copy (which shall not constitute notice) to:

Sinclair Broadcast Group, Inc.
10706 Beaver Dam Road
Cockeysville, MD 21030
Attn: General Counsel
Phone: 410-568-1524
Fax: 410-568-1537

-and-

Steven A. Thomas, Esquire
Thomas & Libowitz, P.A.
100 Light Street, Suite 1100
Baltimore, MD 21202
Phone: 410-752-2046
Fax: 410-752-2468

If to Lessor: Meredith Corporation
1716 Locust Street
Des Moines, IA 50309-3203
Attn: John S. Zieser, Esquire,
Vice President, General Counsel & Secretary
Phone: 515-284-2895
Fax: 515-284-3933

With copy to (which shall not constitute notice) to:

John R. Feore, Esquire
Dow, Lohnes & Albertson, PLLC
1200 New Hampshire Avenue, N.W.
Suite 800
Washington, DC 20036
Phone: 202-776-2768
Fax: 202-776-2222

or to any such other or additional persons and addresses as the parties may from time to time designate in a writing delivered in accordance with this Section 13.

11. PROPERTY INSURANCE.

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

(b) Lessee hereby releases Lessor from any and all claims that Lessee may hereafter have for loss, theft, disappearance, damage or destruction of the Leased Assets, regardless of the cause thereof.

12. TAXES. During the term hereof, Lessor shall pay all personal property taxes assessed against the Leased Assets.

13. CAPTIONS. The captions or headings of sections in this Lease are inserted for convenience only and shall not be considered in construing the provisions hereof.

14. SURVIVAL OF REPRESENTATIONS, WARRANTIES AND COVENANTS. Any and all representations, warranties and covenants contained in this Lease shall survive the execution of the Lease and shall continue in full force and effect during the term hereof.

15. COUNTERPARTS. More than one counterpart of this Lease may be executed by the parties hereto and each duly executed counterpart shall be deemed an original.

16. ATTORNEYS FEES. In the event an action is brought to enforce or construe any of the terms or conditions of this Lease, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

17. GOVERNING LAW. This Lease shall be governed by the laws of the State of Missouri and may be modified or amended only by a writing, signed by the party against whom the amendment or modification is sought to be enforced.

18. ENTIRE AGREEMENT. This Lease, including the exhibits hereto, sets forth the entire understanding of the parties hereto at the time of execution and delivery hereof with respect to the subject matter hereof.

19. DEFINED TERMS. Capitalized terms not defined herein shall have the same meaning as such terms are given in the Purchase Agreement.

[Signature Page Follows]

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

LESSOR: **MEREDITH CORPORATION**

By: _____
Name:
Title:

LESSEE: **KSMO, INC.**

By: _____
Name:
Title:

KSMO LICENSEE, INC.

By: _____
Name:
Title:

JOINT SALES AND SHARED SERVICES AGREEMENT

This **JOINT SALES AND SHARED SERVICES AGREEMENT** (this "Agreement") is dated as of November 12, 2004, by and among KSMO Licensee, Inc., a Delaware corporation ("Licensee"), KSMO, Inc., a Maryland corporation ("KSMO-Sub"), and Meredith Corporation, an Iowa corporation ("Sales Agent").

RECITALS

A. Licensee and KSMO-Sub (collectively, the "KSMO Parties") have entered into an Asset Purchase Agreement dated as of November 12, 2004, by and among the KSMO Parties (as sellers) and Sales Agent (as buyer) (the "Purchase Agreement") pursuant to which, subject to the consent of the Federal Communications Commission ("FCC") and the terms and conditions of the Purchase Agreement, Sales Agent intends to acquire the assets and licenses of, and to own and operate, Television Station KSMO(TV), Kansas City, Missouri, including the digital television facilities authorized for the operation of KSMO-DT (collectively referred to as the "Station");

B. Sales Agent owns and operates Television Station KCTV(TV), Kansas City, Missouri ("KCTV"), pursuant to licenses, permits, and authorizations issued by the FCC;

C. The KSMO Parties currently broadcast on the Station a combination of programming supplied by The WB Television Network ("The WB") and syndicated programming;

D. In order to support and promote the economic viability and development of the Station, the KSMO Parties desire to retain Sales Agent to sell advertising on the Station and to provide related sales and other services to the KSMO Parties with respect to the operation of the Station, to utilize certain facilities of Sales Agent and to provide to the KSMO Parties certain news and public interest programming for broadcast on the Station, in each case in conformity with all rules, regulations, and policies of the FCC; and

E. It is the parties' expectation that Sales Agent, with its experience and operating infrastructure, will improve the overall efficiency of the Station's sales and operating processes and reduce costs, thereby helping to ensure that the Station remains a viable alternative for both television viewers and advertisers.

AGREEMENTS

In consideration of the above recitals and of the mutual agreements and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, Licensee, KSMO-Sub and Sales Agent, intending to be bound legally, agree as follows:

SECTION 1. DEFINITIONS

1.1 Terms Defined in this Section. The following terms, as used in this Agreement, shall have the meanings set forth in this Section:

"Affiliate" means, with respect to any Person, (a) any other Person that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common

control with such Person, or (b) an officer or director of such Person or of an Affiliate of such Person within the meaning of clause (a) of this definition. For purposes of clause (a) of this definition, (i) a Person shall be deemed to control another Person if such Person (A) has sufficient power to enable such Person to elect a majority of the board of directors of such Person, or (B) owns a majority of the beneficial interests in income and capital of such Person, and (ii) a Person shall be deemed to control any partnership of which such Person is a general partner.

“Base Date” means November 12, 2004.

“Communications Act” means the Communications Act of 1934, as amended, together with the rules, regulations, and policies promulgated thereunder by the FCC, as in effect from time to time.

“Market” means the Kansas City, Missouri, Designated Market Area.

“Person” includes natural persons, corporations, business trusts, associations, companies, joint ventures, and partnerships.

“To the best of Sales Agent’s knowledge” or any similar formulation thereof means the actual knowledge of the Executive Vice President of the Meredith Broadcast Group or the General Counsel of Sales Agent, after reasonable inquiry by each such person within his area of responsibility.

“To the best of the KSMO Parties’ knowledge” or any similar formulation thereof means the actual knowledge of the President, the Chief Financial Officer or the General Counsel of Sinclair Broadcast Group, Inc., or the general manager or main engineer of the Station, after reasonable inquiry by each such person within his area of responsibility.

1.2 Additional Defined Terms. In addition to the defined terms in the preamble, recitals and Section 1.1 hereof, the following is a list of terms used in this Agreement and a reference to the section or schedule hereof in which such term is defined:

<u>Term</u>	<u>Section/Schedule</u>
Advertisements	Section 4.1
Automatic Increase	Schedule 3.1
Broadcast Material	Section 4.5
Cash Flow Payment Date	Schedule 3.1
Delivered Programming	Section 4.2
Disclosure Statement	Section 5.2(c)
Excluded Services	Section 4.4
Independent Accounting Firm	Schedule 3.1
Initial Term	Section 2.1(a)
JSA Fee	Schedule 3.1
Katz	Schedule 3.1
Katz Rep Agreement	Schedule 3.1
Licensee Accounts Receivable	Section 4.8
Licensee Revenue Share	Schedule 3.1
Licensee’s Expense Schedule	Schedule 3.1

<u>Term</u>	<u>Section/Schedule</u>
Lost Revenue	Schedule 3.1
Net Sales Revenue	Schedule 3.1
Objection Notice	Schedule 3.1
Performance Penalty	Section 2.3(a)
Policy Statement	Section 4.5
Premises	Section 5.4
PSAs	Section 4.6
Ratings Agencies	Section 5.1(l)
Reimbursable Station Expenses	Schedule 3.1
Sinclair	Section 5.1(g)
Station Broadcast Cash Flow	Schedule 3.1
Studio Building	Section 4.3(a)(i)
Trade Agreements	Section 4.7
Uncured Material Breach	Section 2.3(a)

SECTION 2. TERM

2.1 Term.

(a) Initial Term. The initial term of this Agreement shall be from the date hereof until the date that is five (5) years after the Base Date (the “Initial Term”), unless terminated in accordance with Section 2.2 below.

(b) Renewal Term. This Agreement shall be renewed automatically for an additional term of five (5) years commencing on the day following the expiration of the Initial Term if Sales Agent shall have paid to Licensee Three Million Three Hundred Fifty Thousand Dollars (\$3,350,000) in accordance with the proviso in Section 8.1 of the Purchase Agreement.

2.2 Termination.

(a) Mutual Agreement. This Agreement may be terminated at any time by mutual agreement of the parties. This Agreement shall terminate upon the consummation of any assignment or transfer of control of the FCC licenses for the Station to Sales Agent or any Affiliate of Sales Agent, subject to the payment by Sales Agent and the KSMO Parties of all payments owed to the other as of the consummation date of such assignment or transfer.

(b) Termination by Licensee or Sales Agent. This Agreement may be terminated by Licensee or Sales Agent, by written notice to the other, upon the occurrence of any of the following events:

(i) this Agreement has been declared invalid or illegal in whole or substantial part by an order or decree of an administrative agency or court of competent jurisdiction which is not subject to appeal or further administrative or judicial review, and the parties, acting in good faith, are unable to agree upon a reform of the Agreement so as to cause the Agreement to comply with applicable law; or

(ii) there has been a change in the Communications Act that causes this Agreement in its entirety to be in violation thereof and the applicability of such change is not subject to appeal or further administrative review; and the parties, acting in good faith, are unable to agree upon a reform of the Agreement so as to cause the Agreement to comply with applicable law.

(c) Termination by Sales Agent. This Agreement may be terminated by Sales Agent, by written notice to Licensee, upon the occurrence of any of the following events:

(i) if Sales Agent is not then in material breach and the KSMO Parties are in material breach under this Agreement and the KSMO Parties have failed to cure such breach within thirty (30) days after receiving written notice of breach from Sales Agent; or

(ii) if the KSMO Parties or any Affiliate of the KSMO Parties makes a general assignment for the benefit of creditors, files, or has filed against it a petition for bankruptcy, reorganization or an arrangement for the benefit of creditors, or for the appointment of a receiver, trustee, or similar creditor's representative for the property or assets of the KSMO Parties or any Affiliate of the KSMO Parties under any federal or state insolvency law which, if filed against KSMO Parties or any Affiliate of the KSMO Parties, has not been dismissed within thirty (30) days thereof.

(d) Termination by Licensee. This Agreement may be terminated by Licensee, by written notice to Sales Agent,

(i) if Sales Agent breaches its obligations hereunder and such breach reasonably could be expected to result in the revocation or non-renewal of the Station's FCC licenses; or

(ii) if Sales Agent or any Affiliate of Sales Agent makes a general assignment for the benefit of creditors, files, or has filed against it a petition for bankruptcy, reorganization or an arrangement for the benefit of creditors, or for the appointment of a receiver, trustee, or similar creditor's representative for the property or assets of Sales Agent or any Affiliate of Sales Agent under any federal or state insolvency law which, if filed against Sales Agent or any Affiliate of Sales Agent, has not been dismissed within thirty (30) days thereof.

2.3 Performance Penalty.

(a) If Sales Agent is in material breach of its obligations under either the Purchase Agreement or this Agreement and the KSMO Parties are not then in material default under the Purchase Agreement or this Agreement, and such default by Sales Agent shall not have been cured within twenty-five (25) days following written notice from the KSMO Parties of such default (or within such longer period as may reasonably be required to cure such default if not reasonably capable of being cured within twenty-five (25) days and Sales Agent shall have diligently begun working to cure such default within such twenty-five (25) day period) (an "Uncured Material Breach"), in lieu of any right by Licensee to terminate the Purchase Agreement or this Agreement as a result of an Uncured Material Breach, Sales Agent shall owe to the KSMO Parties a performance penalty calculated as follows (the "Performance Penalty"):

(i) If an Uncured Material Breach exists on a day Sales Agent is required to pay Licensee the Licensee Revenue Share as provided in Schedule 3.1, the Performance Penalty shall be the amount of the monthly JSA Fee (which shall be paid in addition to the Licensee Revenue Share).

(ii) If such Uncured Material Breach continues to exist on the next succeeding day Sales Agent is required to pay Licensee the Licensee Revenue Share as provided in Schedule 3.1, the Performance Penalty shall be two times the amount of the JSA Fee and the Performance Penalty shall be increased in such manner for each succeeding month that the Uncured Material Breach remains uncured as of the day Sales Agent is required to pay Licensee the Licensee Revenue Share as provided in Schedule 3.1.

(b) In the event that Sales Agent shall be obligated to pay any damages hereunder with respect to any indemnity claim by the KSMO Parties (other than with respect to a claim concerning a failure to pay the Licensee Revenue Share in accordance with Schedule 3.1) and Sales Agent shall be obligated to pay or shall have paid a Performance Penalty with respect to the events giving rise to such damages, then the amount of such damages payable by Sales Agent shall be reduced by, and to the extent of, the amount of the Performance Penalty paid to the KSMO Parties less any separate damages payable to the KSMO Parties with respect to such events pursuant to the Purchase Agreement.

2.4 Certain Matters Upon Termination. If this Agreement is terminated by either party under Section 2.2, no expiration or termination of this Agreement shall terminate the obligations of either party hereto, including, without limitation, to indemnify the other for claims of third parties under Section 8 of this Agreement, or limit or impair any party's rights to receive payments due and owing hereunder on or before the effective date of such termination.

SECTION 3. CONSIDERATION

As consideration for the right of Sales Agent to market and sell air time made available under this Agreement, Licensee shall be entitled to receive from the Station's revenue the amounts set forth in Schedule 3.1 hereto, and Sales Agent shall provide services to the KSMO Parties as set forth in this Agreement.

SECTION 4. SCOPE OF SERVICES

4.1 Sales and Related Services. Except as expressly provided to the contrary herein, the KSMO Parties retain Sales Agent on an exclusive basis for the Initial Term and each succeeding renewal term of this Agreement to market and sell all forms of regional, and local spot advertising, sponsorships, direct response advertising, paid programming, including infomercials, and all long-form advertising broadcast on the Station and all advertising on any Internet site maintained by or on behalf of the Station during the Initial Term and any renewal term (the "Advertisements"). Subject to the terms of Schedule 3.1, national spot advertising broadcast on the Station shall continue to be sold by the Station's existing national rep firm. The KSMO Parties shall promptly provide to Sales Agent and its employees such information as Sales Agent may request to support the marketing and sale of the Advertisements and the collection of accounts receivable with respect thereto. Sales Agent also shall be responsible for the promotion of the Station and for the

Station's traffic, billing and collection functions for the Advertisements. Sales Agent shall designate an adequate number of its personnel to perform such services for the Station. Sales Agent shall conduct the sales, traffic and promotion functions for the Station in accordance with standard practice in the industry. Sales Agent and the KSMO Parties shall periodically review the personnel needs and job functions of the persons designated by Sales Agent to perform its obligations under this Agreement and implement such changes as they mutually agree are appropriate. Revenues from the sale of the Advertisements shall be allocated between Sales Agent and Licensee as set forth in Schedule 3.1. Sales Agent may sell the Advertisements in combination with any other broadcast stations of its choosing, including KCTV; *provided, however*, that under no circumstances will advertisers be required to purchase time on the Station and KCTV together. Subject to Section 4.5, the placement, duration and rates of the Advertisements shall be determined by Sales Agent. The value of commercial time bartered in exchange for programming shall be excluded from the definition of Net Sales Revenue.

4.2 Delivered Programming. Commencing on the Base Date, Sales Agent shall provide to Licensee for broadcast, simulcast or rebroadcast on the Station, as applicable, local news and other programming as described more particularly in Schedule 4.2 hereof (the "Delivered Programming"). The total duration of all Delivered Programming supplied by Sales Agent for broadcast on the Station shall in no event exceed the lesser of 25 hours per week or 15% of the Station's broadcast hours for any week. Sales Agent shall be responsible for obtaining the rights to broadcast the Delivered Programming on the Station and for paying all costs incurred in obtaining such rights. To the extent permission is required to rebroadcast any Delivered Programming under Section 325 of the Communications Act, Sales Agent hereby grants Licensee such permission. The Delivered Programming shall be subject to Sales Agent's editorial judgment and the requirements of Section 4.5, including but not limited to the Licensee's right of rejection or preemption. All Delivered Programming shall be in conformity in all material respects with standards established by Licensee and consistent with similar programming broadcast on Sales Agent's own television broadcast stations. Apart from its obligation to provide the Delivered Programming as set forth herein, Sales Agent shall have no involvement with respect to the programming to be aired on the Station, the selection of which shall be entirely within the discretion of Licensee. Sales Agent shall retain all revenue from the sale of Advertisements that are adjacent to or in the Delivered Programming.

4.3 Shared Services. Sales Agent agrees to provide to the KSMO Parties the following additional facilities, equipment and services to support the operation of the Station, subject to the KSMO Parties' right to modify, upon reasonable prior notice to Sales Agent, any such service, *provided* that no such modification shall expand in any material respect the obligations of Sales Agent, or require Sales Agent to incur any material additional obligation or liability, hereunder:

(a) Office and Studio Space.

(i) If and to the extent Sales Agent elects, in its sole discretion, to provide some or all of the services to be provided by Sales Agent hereunder from the studio facility used by Sales Agent for KCTV (the "Studio Building"), Sales Agent shall provide to the KSMO Parties' employees and agents the right to access and use sufficient office space, including furnishings and office equipment for the Station's main studio operations, including sufficient space to permit Licensee to maintain and make available to the public the Station's public

inspection file in accordance with applicable requirements of the Communications Act, at such locations in or near the Studio Building, in each case as may be mutually acceptable to Licensee and Sales Agent and as Licensee reasonably requires for the conduct of the business of the Station as contemplated by the terms hereof and in accordance with applicable requirements of the FCC, so long as the provision of such space and the use of such equipment do not unreasonably interfere with the conduct of Sales Agent's business or operations.

(ii) Sales Agent shall give Licensee and its agents a nonexclusive and unrestricted right of access to the Studio Building at all times, subject only to Sales Agent's reasonable security procedures applicable to its own employees, for the purpose of fulfilling Licensee's obligations as an FCC licensee. The right granted under this Section shall include the incidental benefit and reasonable right of use of utilities (heat, water, electricity) provided for purposes of Sales Agent's own operations. Sales Agent shall provide separate, lockable office facilities for use by Licensee's general manager or other managerial employee(s) and shall permit Licensee to install appropriate signs on the inside and outside of the Studio Building (consistent with applicable local requirements or agreements, if any, governing such signage and with the overall appearance of the Studio Building) identifying Licensee as the owner and licensee of the Station.

(iii) If, at the time of termination of this Agreement, some or all of the Station's operations are co-located in the Studio Building as contemplated by Section 4.3(a)(i) hereof, Licensee shall be given a transition period of not less than six (6) months following such termination in which to relocate such operations. During such transition period, Licensee shall have access to the Studio Building in the same manner as during the term of this Agreement. Such transition period may be lengthened upon such terms and conditions as may be mutually agreeable to the parties.

(b) Technical Services.

(i) Beginning as soon as reasonably practicable following the Base Date, Sales Agent shall perform monitoring and maintenance of the Station's technical equipment and facilities and, upon Licensee's request, shall assist Licensee with the installation, repair, maintenance and replacement of the Station's equipment and facilities; *provided, however*, subject to reimbursement to the extent provided in Schedule 3.1, Licensee shall be responsible for all Station capital and equipment replacement expenditures.

(ii) Beginning as soon as reasonably practicable following the Base Date, Sales Agent shall make available to Licensee, on an independent contractor basis, a staff engineer employed by Sales Agent to assist the Licensee's Chief Operator for the Station in fulfilling his duties as specified by the rules and regulations of the FCC.

4.4 Excluded Services. (a) Licensee retains all rights with respect to the sale of supplementary or ancillary non-broadcast services on the Station not included within the definition of "Advertisements" in Section 4.1 hereof (collectively, "Excluded Services"), and (b) the commercial inventory and marketing and advertising rights with respect to Excluded Services are not conveyed to Sales Agent under this Agreement, *provided* that the Excluded Services shall not

reduce or limit the number or duration of the Advertisements made available to Sales Agent under this Agreement.

4.5 Content Policies. All material furnished by Sales Agent for broadcast on the Station ("Broadcast Material") shall comply with applicable federal, state and local regulations and policies, including commercial limits in children's programming. Licensee shall have the right to preempt any Broadcast Material to present program material of greater local or national importance. Licensee may reject any Broadcast Material if Licensee reasonably determines that the broadcast of such material would violate applicable laws or would otherwise be contrary to the public interest. Licensee shall promptly notify Sales Agent of any such rejection, preemption, or rescheduling and shall cooperate with Sales Agent in efforts to fulfill commitments to advertisers and syndicators. Licensee is familiar with the operating standards followed by Sales Agent in the operation of KCTV, which standards are consistent with those employed by Licensee in the operation of the Station. Schedule 4.5 sets forth Licensee's statement of policy (the "Policy Statement") with regard to the Delivered Programming and the Advertisements. Sales Agent shall ensure that the Advertisements and Delivered Programming are in accordance with this Agreement and Licensee's Policy Statement.

4.6 Public Service Announcements. Sales Agent acknowledges that Licensee has in the past provided time on the Station for the promotion of public service organizations in the form of public service announcements ("PSAs"), and agrees that it will release spot time to Licensee for the broadcast of PSAs at times and in amounts consistent with Licensee's past practices and consistent with Sales Agent's operating policies applicable to the broadcast of PSAs on KCTV. Licensee and Sales Agent shall cooperate in good faith concerning the placement of the PSAs to be broadcast on the Station; *provided, however*, that Licensee shall be ultimately responsible for selecting and obtaining PSAs for broadcast on the Station.

4.7 Trade and Barter Spots. To the best of the KSMO Parties' knowledge, Schedule 4.7 hereto is an accurate and complete list in all material respects as of November 8, 2004, of all Station contracts for the sale of advertising time on the Station for non-cash consideration that are in effect as of and will extend beyond the Base Date ("Trade Agreements"). Sales Agent shall comply with and honor all such Trade Agreements, if and to the extent that Trade Agreement spots may be broadcast on a preemptible basis. The dollar value of advertising time on the Station provided to advertisers pursuant to Trade Agreements shall not be included in the computation and determination of Net Sales Revenue for purposes of this Agreement. After the Base Date, Sales Agent and the KSMO Parties shall have the right to enter into new contracts for the sale of Advertisements for non-cash consideration, *provided* that both parties agree to each such Trade Agreement and *provided further* that the dollar value of such advertising time on the Station for such Trade Agreements is not included in the computation and determination of Net Sales Revenue for purposes of this Agreement. The parties shall mutually agree as to the use of the non-cash consideration received for each new Trade Agreement. For purposes of this Section 4.7, the term Trade Agreement applies only to the bartering of advertising in return for goods and services other than programming.

4.8 Accounts Receivable. The KSMO Parties or their agent shall retain all revenues from advertising broadcast by the Station prior to the Base Date ("Licensee Accounts Receivable"). All revenues from the Advertisements broadcast by the Station on or after the Base Date, including

revenues derived from advertising sold by the KSMO Parties or their agent prior to the Base Date that has not been aired as of the Base Date, shall be allocated between Sales Agent and Licensee as set forth in Schedule 3.1. Licensee shall use its best efforts to deliver to Sales Agent a schedule of Licensee Accounts Receivable, within seven (7) days of the Base Date. For a period of 120 days following the Base Date, Sales Agent shall issue invoices in accordance with the Station's standard billing procedures for time sold and provided by the Station prior to the Base Date and not invoiced prior to the Base Date and remit to Licensee all amounts collected during the period in respect of the Licensee Accounts Receivable as follows: (a) on or before the eighteenth (18th) day of the second complete calendar month after the Base Date, pay all amounts collected up to the end of the prior month; and (b) on or before the eighteenth (18th) day of each succeeding month, remit all amounts collected during the month prior thereto. With each remittance, Sales Agent shall furnish a statement of the amounts collected and the persons from whom such amounts were collected. Sales Agent shall, unless the remittance or an account receivable debtor specified otherwise, apply all amounts it receives from or for the benefit of any account receivable debtor first to pay the oldest undisputed Licensee Accounts Receivable of such debtor before applying any of such amounts to pay any obligation of such debtor to Sales Agent arising during, or otherwise attributable to, the period after the Base Date. Licensee Accounts Receivable shall not be included in Net Sales Revenue. Sales Agent shall collect Licensee Accounts Receivable using commercially reasonable efforts that are consistent in all material respects with the efforts Sales Agent uses to collect accounts receivable from the sale of advertising on KCTV; *provided, however*, Sales Agent shall not be required to refer any Licensee Accounts Receivable to an attorney for collection, institute legal proceedings or take other extraordinary measures to collect any Licensee Accounts Receivable.

4.9 Monthly Reports; Books and Records. The following obligations shall begin on the first day of the first full calendar month beginning after the Base Date:

(a) On or before the twentieth day of each calendar month during the Initial Term and any renewal term of this Agreement, Sales Agent shall furnish Licensee with a report regarding Sales Agent's sales by advertiser of the Advertisements, other than Advertisements in or adjacent to Delivered Programming, for the previous calendar month. Licensee shall have the right to review only those books and records of Sales Agent that pertain to the revenues from the sale of such Advertisements.

(b) On or before the twentieth day of each calendar month during the Initial Term and any renewal term of this Agreement, the KSMO Parties shall furnish Sales Agent with such financial statements and reports as the KSMO Parties prepare in the ordinary course of business as of the Base Date that reflect the costs and expenses incurred by the KSMO Parties in operating and maintaining the Station. Sales Agent shall have the right to review only those books and records of the KSMO Parties that pertain to the costs and expenses of the Station, including any administrative charges, fees, or other amounts payable to any Affiliate of the KSMO Parties.

4.10 Control. Notwithstanding anything to the contrary in this Agreement, the KSMO Parties and Sales Agent acknowledge and agree that during the Initial Term and any renewal term of this Agreement, Licensee will maintain ultimate control and authority over the facilities of the Station, including specifically control and authority over the Station's operations, including finances, personnel, and programming. Without limiting the generality of the foregoing, Licensee

shall retain sole responsibility for the selection, development, and acquisition of any and all programming to be broadcast over the Station, as well as the payment therefor, other than those payments associated with the Delivered Programming, subject to the KSMO Parties' right to reimbursement in accordance with the terms of Schedule 3.1. To that end, Licensee shall (a) have exclusive authority for the negotiation, preparation, execution and implementation of any and all programming agreements for the Station, and (b) retain and hire or utilize whatever employees Licensee reasonably deems appropriate or necessary to fulfill those programming functions. Sales Agent shall not represent, warrant or hold itself out as the Station's licensee, and all sales material prepared by Sales Agent for the sale of advertising time on the Station shall identify Licensee as the licensee of the Station using mutually agreeable wording and references. Sales Agent shall sell advertising time and enter into all agreements for the sale of time on the Station and for the Delivered Programming in its own name.

SECTION 5. OTHER OBLIGATIONS OF THE PARTIES

5.1 Responsibilities of the KSMO Parties. The KSMO Parties, at their expense and subject to reimbursement to the extent provided by Schedule 3.1, shall be responsible for and perform the following obligations with respect to the business and operations of the Station during the Initial Term and any renewal term of this Agreement, in accordance with and subject to the following:

(a) Licensee shall bear all responsibility for the Station's compliance with all applicable provisions of the Communications Act and all other applicable laws. Licensee shall file in a timely and complete manner all reports and applications required to be filed with the FCC or any other governmental body. All programming aired on the Station that is produced in whole or in part by the KSMO Parties or any Affiliate of the KSMO Parties shall comply in all material respects with Licensee's Policy Statement.

(b) The KSMO Parties shall maintain in effect policies of insurance insuring the assets and the business of the Station in accordance with good industry practices and, at the least consistent with the coverage provided under such policies as were in existence on the day prior to the Base Date.

(c) The KSMO Parties shall cause each Station transmitting facility to be maintained at all times in accordance with good engineering practice and with all engineering requirements set forth in the Station's FCC authorizations (except at such time where reduction of power is required for routine or emergency maintenance) and in accordance with the Communications Act. The KSMO Parties shall use, operate, and maintain all of the assets of the Station in a reasonable manner. If any loss, damage, impairment, confiscation or condemnation of any of such assets occurs, the KSMO Parties shall repair, replace, or restore the assets to their prior condition as soon thereafter as possible, and the KSMO Parties shall use the proceeds of any claim under any insurance policy to repair, replace or restore any of the assets that are lost, damaged, impaired or destroyed.

(d) The KSMO Parties shall be solely responsible for and shall pay in a timely manner all operating costs of the Station (excluding those costs to be borne by Sales Agent in accordance with Section 5.2 or in connection with these shared services to be provided by Sales

Agent to the KSMO Parties pursuant to Section 4.3), including the cost of electricity, other utilities and rental or other payments with respect to real property leased by the KSMO Parties, taxes, and the salaries, insurance, and other costs for all personnel employed by the KSMO Parties.

(e) The KSMO Parties shall promptly pay when due, all music rights payments (including, without limitation, music performance rights, synchronization rights, and master use rights), if any, in connection with the broadcast and/or transmission of all announcements, including the Advertisements, and programming on the Station, other than the Delivered Programming.

(f) The KSMO Parties shall, consistent with their past practice, make any and all capital expenditures necessary to (i) maintain the Station's current level of technical operation, which shall in no event be lower than generally accepted industry standards and (ii) complete the construction of the Station's digital television facilities in accordance with all FCC rules and policies concerning such construction

(g) The KSMO Parties shall be solely responsible for all costs and expenditures associated with the procuring of programming to be aired on the Station, other than those associated with the Delivered Programming. The KSMO Parties shall pay over to Sales Agent all funds received by the KSMO Parties each year from The WB and any other program syndicator or supplier for promotion of The WB and other programming on other stations or media, and Sales Agent shall use all such funds solely for their intended purposes; *provided, however*, that the KSMO Parties shall retain any network compensation paid to the KSMO Parties after the Base Date by The WB solely in return for the agreement entered into on July 4, 1997, by Sinclair Broadcast Group, Inc. ("Sinclair") and The WB pursuant to which Sinclair agreed to affiliate the Station and certain of Sinclair's other television broadcast stations with The WB. The KSMO Parties shall cooperate with Sales Agent in filing any necessary forms or reports required to obtain co-op reimbursement or other funds to which Sales Agent is entitled under this Section 5.1(g). For the purposes of Schedule 3.1 hereof, Sales Agent's receipt of promotional or co-op payments identified in this Section 5.1(g) shall not be considered a part of Net Sales Revenue and its expenditures of such promotional or co-op payments shall not be considered an expense for purposes of calculating Station Broadcast Cash Flow. To the extent that any network or program service agreement of the KSMO Parties provides that, in exchange for cash payment, additional spot time that otherwise would be used by such network or program service may be released for local sales by the Station, the KSMO Parties, upon request by the Sales Agent, will obtain the release of such commercial spot inventory for the placement of Advertisements by the Sales Agent, subject to Sales Agent paying to the KSMO Parties the cash amount required for such release.

(h) The KSMO Parties shall have the right to supplement the promotional efforts undertaken by Sales Agent, but subject to coordinating such efforts with Sales Agent in order to maintain image consistency with Sales Agent's promotional efforts.

(i) Subject to the provisions of any network affiliation or other programming agreement, Licensee shall consult and cooperate with Sales Agent in the negotiation, maintenance, and enforcement of retransmission consent agreements with cable, satellite and other multichannel video providers. Licensee, in consultation with Sales Agent, shall exercise Licensee's rights to

mandatory carriage and retransmission consent for cable television and other multichannel video providers in a manner that ensures the maximum possible distribution of the Station's signal on cable, direct-broadcast-satellite, and other multichannel video programming distributors serving communities located in the Market.

(j) Except as otherwise permitted by this Agreement, the KSMO Parties shall not take any action or unreasonably omit to take any action which results in or causes a (i) revocation, non-renewal or material impairment of the Station's FCC licenses, (ii) material adverse effect upon the Station's transmitter, antenna and other material assets included in the Station's transmission facility, (iii) material breach or default under the terms of the Lease Agreement dated as of July 5, 2001, between American Tower L.P. and Sinclair Communications, Inc.

(k) The KSMO Parties shall list Sales Agent as the exclusive sales representative for the Advertisements in all applicable trade listings and advertising and promotional material if and when such listings and material are published by the KSMO Parties.

(l) To the extent permitted under the terms of any applicable agreement, the KSMO Parties shall provide to Sales Agent such routine ratings information and ratings reports with respect to the Station as are customarily prepared or obtained by the KSMO Parties in the ordinary course of business. Except as otherwise agreed by the KSMO Parties and Sales Agent, the KSMO Parties shall maintain (including timely payment of all fees) any agreements with A.C. Nielsen Company or its affiliates or other ratings information providers customarily used by the KSMO Parties as a source of local station research information for the Station (collectively, the "Ratings Agencies"). At Sales Agent's request, the KSMO Parties shall use their commercially reasonable efforts to assist Sales Agent in obtaining from the Ratings Agencies permission to use the Station's ratings information and reports in connection with the sale of the Advertisements.

5.2 Responsibilities of Sales Agent. Sales Agent, at its expense and subject to the provisions of Schedule 3.1, shall be responsible for and perform the following obligations with respect to the marketing and sale of the Advertisements during the Initial Term and any renewal term of this Agreement in accordance with and subject to the following provisions:

(a) Sales Agent shall be solely responsible for (i) all commissions to employees, agencies or representatives and other expenses incurred in its marketing and sale of the Advertisements; (ii) all expenses incurred in its performance of traffic, billing, and collections functions with respect to the Advertisements; (iii) any publicity or promotional expenses and other fees it incurred in performing its obligations under this Agreement; and (iv) all fees related to the software used for sales, traffic, billing and similar functions including any fees charged by the provider to make Sales Agent's software interface in the most efficient manner with Licensee's master control equipment.

(b) Sales Agent shall be solely responsible for the salaries, taxes, and related costs for all personnel employed by Sales Agent who are used by Sales Agent in the sale of the Advertisements and the collection of accounts receivable (including salespeople, billing personnel and traffic personnel).

(c) Sales Agent shall cooperate with Licensee to assist Licensee in complying with the provisions of the Communications Act regarding political advertising, including compliance with Licensee's statement disclosing political advertising rates and practices for purchasers of political advertising consistent with applicable FCC rules and policies ("Disclosure Statement"). Sales Agent shall supply such information promptly to Licensee as may be necessary to comply with the public inspection file, lowest unit rate, equal opportunities, and reasonable access requirements of the Communications Act. If the Station fails to meet its political time obligations under the Communications Act based on the advertising sold by Sales Agent, then to the extent reasonably necessary to enable Licensee to cause the Station to comply with its political time obligations, Sales Agent shall release advertising availabilities to Licensee; *provided, however*, that all revenues realized by Licensee from the sale of such advertising time shall be immediately paid to Sales Agent and shall be considered a part of its Net Sales Revenue.

(d) Sales agent shall assist Licensee with the negotiation, maintenance, and enforcement of retransmission consent agreements with cable, satellite, and other multichannel video providers.

5.3 Delivery of Material for Broadcast. All Broadcast Material shall be delivered to the Station in a format to be agreed upon by Sales Agent and Licensee, in a form ready for broadcast on the Station's existing playback equipment, and with quality suitable for broadcast. The KSMO Parties shall not be required to provide production services or to copy, reformat, or otherwise manipulate material furnished by Sales Agent other than inserting tape cartridges or similar broadcast-ready media into machinery or computers for broadcast.

5.4 Provision of Office Space. The KSMO Parties shall provide to employees and agents of Sales Agent and its affiliates the right to access and use space designated by the KSMO Parties for Sales Agent's use in the KSMO Parties' studio building (the "Premises") as reasonably necessary for Sales Agent's performance of its obligations under this Agreement, so long as the provision of such space does not unreasonably interfere with the conduct of the KSMO Parties' business or operations. When on the Premises, Sales Agent's personnel shall be subject to the reasonable direction and control of Licensee's management personnel. The KSMO Parties shall make available to Sales Agent for use without fee or charge all facilities and equipment of the Station.

5.5 Access to Information. In order to ensure compliance with the Communications Act and other applicable laws, Licensee shall be entitled to review at its reasonable discretion from time to time any Advertisement or Delivered Programming that Licensee may reasonably request. Sales Agent also shall maintain and deliver to the Station such records and information required by the FCC to be placed in the public inspection file of each Station pertaining to the sale of political programming and advertisements, in accordance with the provisions of Sections 73.1940 and 73.3526 of the FCC's rules, and to the sale of sponsored programming addressing political issues or controversial issues of public importance, in accordance with the provisions of Section 73.1212 of the FCC's rules. Sales Agent shall furnish to Licensee upon request any other information that is reasonably necessary to enable Licensee to prepare any records or reports required by the FCC or other governmental entities. Nothing in this section shall entitle Licensee to review the internal corporate or financial records of Sales Agent. The KSMO Parties shall keep confidential any information obtained from Sales Agent in connection with this Agreement, except as and to the

extent required by law. If this Agreement is terminated, the KSMO Parties shall return to Sales Agent all information obtained by the KSMO Parties from Sales Agent in connection with this Agreement.

5.6 Noncompete. SBG covenants and agrees, on behalf of itself and its Affiliates, including the KSMO Parties, that during the Initial Term and any renewal term hereof, neither it nor any Affiliate will, without prior written consent of Sales Agent, directly or indirectly, own, manage, operate, control, or engage or participate in the ownership, management, operation, or control of, or be connected as a shareholder, partner, or joint venturer with, any business or organization which engages in the business of television broadcasting within the Grade B contour of the analog broadcast signal of the Station or the 42 dBu noise-limited contour of the DTV signal of the Station. Notwithstanding the foregoing, the ownership of an equity interest of five percent (5%) or less of a publicly traded company that does not otherwise constitute control over such company shall not be prohibited.

SECTION 6. REPRESENTATIONS AND WARRANTIES OF THE KSMO PARTIES

The KSMO Parties represent and warrant to Sales Agent as follows:

6.1 Authorization and Binding Obligation. The execution, delivery, and performance of this Agreement by the KSMO Parties have been duly authorized by all necessary corporate action on the part of the KSMO Parties. This Agreement has been duly executed and delivered by the KSMO Parties and constitutes the legal, valid, and binding obligation of the KSMO Parties, enforceable against the KSMO Parties in accordance with its terms except as the enforceability hereof may be affected by bankruptcy, insolvency, or similar laws affecting creditors' rights generally and by judicial discretion in the enforcement of equitable remedies.

6.2 Absence of Conflicting Agreements or Consents. The execution, delivery, and performance by the KSMO Parties of this Agreement and the documents contemplated hereby (with or without the giving of notice, the lapse of time, or both): (a) do not require the consent of any governmental or regulatory authority or any other Person; (b) will not conflict with the organizational documents of the KSMO Parties; (c) to the best of the KSMO Parties' knowledge, does not conflict with, result in a breach of, or constitute a default under any law, judgment, order, ordinance, injunction, decree, rule, regulation, or ruling of any court or governmental instrumentality applicable to the KSMO Parties; (d) does not conflict with, constitute grounds for termination of, result in a breach of, constitute a default under, or accelerate or permit the acceleration of any performance required by the terms of any agreement, instrument, license, or permit to which either Licensee or KSMO-Sub is a party or by which either of Licensee or KSMO-Sub is bound; and (e) will not create any claim, lien, charge, or encumbrance upon any of the assets of the Station.

6.3 Authorizations. On and after the Base Date, Licensee will hold all material licenses, permits, and other authorizations required by the FCC for the lawful operation of the Station and the conduct of the business of the Station in the manner and to the full extent it is currently conducted. All such licenses, permits, and other authorizations have been validly issued and are in full force and effect, and none of the licenses, permits, and other authorizations is subject to any restriction or condition that would limit the operations of the Station as they are currently

conducted. Except as set forth in Schedule 6.3, there is not now pending, or to the best of the KSMO Parties' knowledge, threatened, any action by the FCC or by any other Person to revoke, cancel, suspend, refuse to renew, or modify any of those licenses, permits, and other authorizations. Licensee is in compliance in all material respects with the FCC licenses and the Communications Act. Notwithstanding any other provision of this Agreement, Sales Agent acknowledges the obligation of Licensee to complete the construction of the digital facilities of the Station in accordance with the Communications Act and Licensee agrees, subject to reimbursement to the extent provided by Schedule 3.1, to complete such construction within the time periods provided by the FCC's rules.

SECTION 7. REPRESENTATIONS AND WARRANTIES OF SALES AGENT

Sales Agent represents and warrants to the KSMO Parties as follows:

7.1 Authorization and Binding Obligation. The execution, delivery, and performance of this Agreement by Sales Agent have been duly authorized by all necessary corporate action on the part of Sales Agent. This Agreement has been duly executed and delivered by Sales Agent and constitutes the legal, valid, and binding obligation of Sales Agent, enforceable against Sales Agent in accordance with its terms except as the enforceability hereof may be affected by bankruptcy, insolvency, or similar laws affecting creditors' rights generally and by judicial discretion in the enforcement of equitable remedies.

7.2 Absence of Conflicting Agreements and Required Consents. The execution, delivery, and performance by Sales Agent of this Agreement and the documents contemplated hereby (with or without the giving of notice, the lapse of time, or both): (a) do not require the consent of any governmental or regulatory authority or any other Person; (b) will not conflict with the Certificate of Incorporation or By-Laws of Sales Agent; (c) to the best of Sales Agent's knowledge, does not conflict with, result in a breach of, or constitute a default under, any law, judgment, order, ordinance, injunction, decree, rule, regulation, or ruling of any court or governmental instrumentality applicable to Sales Agent; and (d) does not conflict with, constitute grounds for termination of, result in a breach of, constitute a default under, or accelerate or permit the acceleration of any performance required by the terms of, any agreement, instrument, license or permit to which Sales Agent is a party or by which Sales Agent is bound.

SECTION 8. INDEMNIFICATION AND REMEDIES

8.1 Representations and Warranties. Any investigations by or on behalf of any party hereto shall not constitute a waiver as to enforcement of any representation, warranty, or covenant contained herein. No notice or information delivered by the KSMO Parties shall affect Sales Agent's right to rely on any representation or warranty made by the KSMO Parties or relieve the KSMO Parties of any obligations hereunder as the result of a breach of any of its representations and warranties.

8.2 By Sales Agent. Sales Agent shall indemnify and hold the KSMO Parties and their officers, directors, stockholders, agents and employees harmless against any and all liability for libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights

resulting from or relating to the Advertisements, the Delivered Programming, or other material furnished by Sales Agent for broadcast on the Station, along with any fine or forfeiture imposed by the FCC because of the content of such material, and for the actions of Sales Agent's employees and representatives in performing their duties under this Agreement.

8.3 By the KSMO Parties. The KSMO Parties shall indemnify and hold Sales Agent and its officers, directors, stockholders, agents and employees harmless against any and all liability for libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights resulting from or relating to all material broadcast on the Station that is produced in whole or in part by the KSMO Parties or any Affiliate of the KSMO Parties, along with any fine or forfeiture imposed by the FCC because of the content of such material, and for the actions of the KSMO Parties' employees and representatives in performing their duties under this Agreement. If Sales Agent incurs any liability as a result of programming broadcast on the Station that is not furnished by Sales Agent and for which Sales Agent does not have recourse against the KSMO Parties under this Section 8.3, the KSMO Parties shall cooperate with Sales Agent and take such actions as Sales Agent shall reasonably request to enable Sales Agent to pursue, at Sales Agent's sole expense, such claims as may be available to Sales Agent against the supplier of such programming; *provided, however*, that Sales Agent acknowledges that the KSMO Parties make no representation or warranty regarding the availability of any such claim.

8.4 General. Indemnification shall include all liability, costs and expenses, including counsel fees (at trial and on appeal). The indemnification obligations under this Section shall survive any termination of this Agreement. The obligation of each party to indemnify is conditioned on the receipt of notice from the party making the claim for indemnification in time to allow the defending party to timely defend against the claim and upon the reasonable cooperation of the claiming party in defending against the claim. The party responsible for indemnification shall select counsel and control the defense, subject to the indemnified party's reasonable approval; *provided, however*, that no claim may be settled by an indemnifying party without the consent of the indemnified party, and *provided further* that, if an indemnifying party and a claimant agree on a settlement and the indemnified party rejects the settlement unreasonably, the indemnifying party's liability will be limited to the amount the claimant agreed to accept in settlement.

8.5 Services and Facilities Unique. The parties hereto agree that the services to be provided by each party to the other under this Agreement are unique and that substitutes therefor cannot be purchased or acquired in the open market. For that reason, either party would be irreparably damaged in the event of a material breach of this Agreement by the other party. Accordingly, to the extent permitted by the Communications Act and the rules, regulations and policies of the FCC then in effect, either party may request that a decree of specific performance be issued by a court of competent jurisdiction, enjoining the other party to observe and to perform such other party's covenants, conditions, agreements and obligations hereunder, and each party hereby agrees neither to oppose nor to resist the issuance of such a decree on the grounds that there may exist an adequate remedy at law for any material breach of this Agreement.

8.6 Attorneys' Fees. In the event of a default by either party, which results in a lawsuit, or other proceeding for any remedy available under this Agreement, the prevailing party shall be entitled to reimbursement from the other party of its reasonable legal fees and expenses.

SECTION 9. MISCELLANEOUS

9.1 No Partnership or Joint Venture. This Agreement is not intended to be, and shall not be construed as, an agreement to form a partnership or a joint venture between the parties. Except as otherwise specifically provided in this Agreement, neither party shall be authorized to act as an agent of or otherwise to represent the other party.

9.2 Confidentiality. Each party hereto agrees that it will not at any time during or after the termination of this Agreement disclose to others or use, except as duly authorized in connection with the conduct of the business or the rendering of services hereunder, any secret or confidential information of the other party. To the extent required by the Communications Act, each party shall place a copy of this Agreement in its public inspection file and shall consult with and agree upon the confidential and proprietary information herein that shall be redacted from such copy.

9.3 Assignment; Benefit; Binding Effect. Neither party may assign this Agreement or delegate its obligations under this Agreement without the prior written consent of the other, except that Sales Agent may assign its rights and obligations under this Agreement to any successor in interest as the operator or licensee of television station KCTV(TV), Kansas City, Missouri, or to any party to whom Sales Agent assigns its rights and interests under the Purchase Agreement in accordance with Section 10.3 of the Purchase Agreement (a "Sales Agent Assignee"), upon written notice to Licensee. In the event that Sales Agent assigns its rights and interests under the Purchase Agreement to a Sales Agent Assignee, the KSMO Parties shall, at Sales Agent's request, assign their rights and interests under this Agreement to such Sales Agent Assignee, effective upon the consummation of the assignment of the FCC licenses for the Station to such Sales Agent Assignee, subject to the payment by Sales Agent of all payments owed to the KSMO Parties as of the consummation date of such assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

9.4 Force Majeure. Any delay or interruption in the broadcast operation of the Licensee Station, in whole or in part, due to Acts of God, strikes, lockouts, material or labor restrictions, governmental action, riots, natural disasters or any other cause not reasonably within the control of either party shall not constitute a breach of this Agreement, and neither party shall be liable to the other for any liability or obligation with respect thereto.

9.5 Further Assurances. The parties shall take any actions and execute any other documents that may be necessary or desirable to the implementation and consummation of this Agreement.

9.6 Press Release. Neither party shall publish any press release, make any other public announcement or otherwise communicate with any news media concerning this Agreement or the transactions contemplated hereby without the prior written consent of the other party; *provided, however*, that nothing contained herein shall prevent either party from promptly making all filings with governmental authorities as may, in its judgment, be required or advisable in connection with

the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby.

9.7 Unenforceability. If one or more provisions of this Agreement or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law, except that, if such invalidity or unenforceability should change the basic economic positions of the parties, they shall negotiate in good faith such changes in other terms as shall be practicable in order to restore them to their prior positions. In the event that the FCC alters or modifies its rules or policies in a fashion which would raise substantial and material questions as to the validity of any provision of this Agreement, the parties shall negotiate in good faith to revise any such provision of this Agreement in an effort to comply with all applicable FCC rules and policies while attempting to preserve the intent of the parties as embodied in the provisions of this Agreement. The parties hereto agree that, upon the request of either of them, they will join in requesting the view of the staff of the FCC, to the extent necessary, with respect to the revision of any provision of this Agreement in accordance with the foregoing.

9.8 Notices. All notices, demands, and requests required or permitted to be given under the provisions of this Agreement shall be (a) in writing, (b) delivered by personal delivery, or sent by commercial delivery service or registered or certified mail, return receipt requested, (c) deemed to have been given on the date of personal delivery or the date set forth in the records of the delivery service or on the return receipt, and (d) addressed as follows:

If to the KSMO Parties: c/o Sinclair Television Group
 10706 Beaver Dam Road
 Cockeysville, MD 21030
 Attn: David D. Smith
 Phone: 410-568-1507
 Fax: 410-568-1533

With a copy (which shall not constitute notice) to:

Sinclair Broadcast Group, Inc.
10706 Beaver Dam Road
Cockeysville, MD 21030
Attn: General Counsel
Phone: 410-568-1524
Fax: 410-568-1537

-and-

Steven A. Thomas, Esquire
Thomas & Libowitz, P.A.
100 Light Street, Suite 1100
Baltimore, MD 21202
Phone: 410-752-2046
Fax: 410-752-2468

If to Sales Agent: Meredith Corporation
1716 Locust Street
Des Moines, IA 50309-3203
Attn: John S. Zieser, Esquire,
Vice President, General Counsel & Secretary
Phone: 515-284-2895
Fax: 515-284-3933

With copy to (which shall not constitute notice) to:

John R. Feore, Esquire
Dow, Lohnes & Albertson, PLLC
1200 New Hampshire Avenue, N.W.
Suite 800
Washington, DC 20036
Phone: 202-776-2768
Fax: 202-776-2222

9.9 Governing Law. This Agreement shall be construed and governed in accordance with the laws of New York without reference to the conflict of laws principles thereof.

9.10 Captions. The captions in this Agreement are for convenience only and shall not be considered a part of, or effect the construction or interpretation of any provision of, this Agreement.

9.11 Gender and Number. Words used herein, regardless of the gender and number specifically used, shall be deemed and construed to include any other gender, masculine, feminine, or neuter, and any other number, singular or plural, as the context requires.

9.12 Counterparts and Facsimile Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement shall be legally binding and effective upon delivery of facsimile signatures.

9.13 Entire Agreement. This Agreement and the attachments and schedules hereto collectively represent the entire understanding and agreement among the parties hereto with respect to the subject matter hereof. No term or provisions hereof may be changed, modified, terminated or discharged (other than in accordance with its terms), in whole or in part, except by a writing which is dated and signed by all parties hereto. No waiver of any of the provisions or conditions of this Agreement or of any of the rights, powers or privileges of a party hereto shall be

effective or binding unless in writing and signed by the party claimed to have given or consented to such waiver.

9.14 Guaranty. By its execution hereof with respect to this Section 9.14, Sinclair irrevocably and unconditionally guarantees to Sales Agent the full, complete and timely performance by the KSMO Parties of any and all obligations of the KSMO Parties under this Agreement. This guaranty shall remain in full force and effect so long as the KSMO Parties shall have any obligations or liabilities hereunder. This guaranty shall be deemed a continuing guaranty, and the waivers of Sinclair herein shall remain in full force and effect until the satisfaction in full of all of the KSMO Parties' obligations hereunder. If any default shall occur by either Licensee or the KSMO-Sub in its performance or satisfaction of any of its obligations hereunder, then Sinclair will itself perform or satisfy, or cause to be performed or satisfied, such obligations immediately upon notice from Sales Agent specifying in summary form the default. This guaranty is an absolute, unconditional and continuing guaranty of payment and performance which shall remain in full force and effect without respect to future changes in conditions, including any change of law. Sinclair agrees that its obligations hereunder shall not be contingent upon the exercise or enforcement by Sales Agent of whatever remedies it may have against the KSMO Parties. To the maximum extent permitted by law, Sinclair hereby waives: (i) notice of acceptance hereof; (ii) notice of any adverse change in the financial condition of either Licensee or KSMO-Sub or of any other fact that might increase Sinclair's risk hereunder; and (iii) presentment, protest, demand, action or delinquency in respect of any of the KSMO Parties' obligations hereunder.

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IN WITNESS WHEREOF, this Agreement has been executed by Licensee, KSMO-Sub and Sales Agent effective as of the date first written above.

LICENSEE:

KSMO LICENSEE, INC.

By: _____
Name:
Title:

KSMO-SUB:

KSMO, INC.

By: _____
Name:
Title:

SALES AGENT:

MEREDITH CORPORATION

By: _____
Name:
Title:

**JOINDER AS A PARTY WITH
RESPECT TO SECTIONS 5.6 AND 9.14:**

SINCLAIR BROADCAST GROUP, INC.

By: _____
Name:
Title: