

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this "Agreement") is made and entered into this 24th day of February 1999, by and among Sinclair Properties, LLC and KETK Licensee, L.P. (collectively "Seller"), ComCorp Broadcasting, Inc., a Delaware corporation ("Buyer"), and FIRST UNION NATIONAL BANK, a national banking association, as Escrow Agent hereunder ("Escrow Agent").

WHEREAS, Buyer and Seller, contemporaneously herewith, are executing an agreement (the "Asset Purchase Agreement") pursuant to which Seller has agreed to sell to Buyer, and Buyer has agreed to purchase from Seller, substantially all of the assets used in the operation of KETK-TV (Tyler, Texas) and KLSB-TV (Nacogdoches, Texas) (collectively, the "Station"), other than the KLSB License Assets, subject to the terms and conditions set forth therein; and

WHEREAS, in order to secure its obligations under the Asset Purchase Agreement, Buyer proposes to deposit into escrow with Escrow Agent cash in the amount of Two Million Dollars (\$2,000,000) (the "Escrow Deposit") as provided in the Asset Purchase Agreement; and

WHEREAS, capitalized terms used but not defined in this Agreement shall have the meanings ascribed to them under the Asset Purchase Agreement;

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

1. Appointment of Escrow Agent. Buyer and Seller each irrevocably appoints First Union National Bank as Escrow Agent to receive, hold, administer and deliver the Escrow Deposit in accordance with this Agreement and the Asset Purchase Agreement, and Escrow Agent accepts such appointment, all subject to and upon the terms and conditions set forth in this Agreement.

2. Escrow Deposit. Buyer herewith delivers the Escrow Deposit to the Escrow Agent and the Escrow Agent acknowledges such delivery. Escrow Agent shall administer the Escrow Deposit in accordance with the express provisions of this Agreement and, except upon the terms and conditions of Section 3 of this Agreement, shall not make, be required to make or be liable in any manner for its failure to make, any determination under the Asset Purchase Agreement or any other agreement, including, without limitation, any determination of whether either Buyer or Seller has complied with the terms of the Asset Purchase Agreement or is entitled to delivery of the Escrow Deposit or to any other right or remedy thereunder. The Escrow Agent shall invest the Escrow Deposit in such interest-bearing bank deposits (which may include certificates of deposit with a maturity of not more than thirty (30) days) or money market funds as Buyer and Seller shall direct in writing and shall hold such earnings and interest in accordance with the terms hereof.

3. Release of Escrow Deposit. Escrow Agent shall release the Escrow Deposit and

all earnings and interest thereon to Buyer or Seller, as the case may be, (a) promptly upon the receipt of a joint written request of Buyer and Seller, or (b) upon the receipt of a written request of either Buyer or Seller consisting of a certification, signed by the President or Chief Executive Officer thereof, certifying that (i) such party is entitled to the Escrow Deposit in accordance with the terms of the Asset Purchase Agreement and directing that Escrow Agent release the Escrow Deposit to it. Upon receipt of such request, Escrow Agent shall promptly forward a copy of such request to the other party hereto in accordance with Section 6 hereof. Escrow Agent shall deliver the Escrow Deposit and the earnings and interest thereon to the requesting party if the other party has not objected in writing to such written request within ten (10) business days after the date Escrow Agent delivers a copy of such request to the other party. If the Escrow Agent does receive such a written objection within such time period, the Escrow Agent shall continue to hold the Escrow Deposit and the earnings and interest thereon in accordance with the terms hereof, unless deposited in accordance with Paragraph 4 hereof.

4. Disputes. If a controversy arises (or if Escrow Agent believes in good faith that there is a controversy) between the parties hereto with respect to the release of the Escrow Deposit, Escrow Agent shall not be required to resolve such controversy and determine which party is entitled to the Escrow Deposit but shall await final resolution of the controversy by joint written agreement of the parties or by appropriate legal proceedings. In such event, Escrow Agent may deposit the Escrow Deposit into a court of appropriate jurisdiction pursuant to an interpleader action, in which case Escrow Agent shall be released from all obligations and liabilities hereunder immediately upon making such deposit.

5. Escrow Agent. Escrow Agent shall not be liable under this Agreement except for its own gross negligence or willful misconduct. This Agreement expressly sets forth all of the duties of Escrow Agent with respect to any and all matters pertinent to this Agreement. In performing its duties hereunder, Escrow Agent shall be entitled to rely upon any order, judgment, certification, demand, notice, instrument or other writing delivered to it under this Agreement without being required to determine the authenticity or the correctness of any fact stated therein or the propriety or validity of the service thereof. Escrow Agent may act in reliance upon any instrument or signature reasonably believed by it to be genuine and may assume that any person signing such instrument or purporting to give any notice hereunder has been duly authorized to do so.

Escrow Agent may resign and be discharged from its duties or obligations hereunder by giving not less than thirty (30) days prior written notice to the parties hereto of such resignation, specifying a date when such resignation shall take effect. In such case, Buyer and Seller shall mutually agree to a successor Escrow Agent hereunder, but the failure to agree shall not extend the time Escrow Agent must wait before his resignation becomes effective.

6. Notices. All notices, requests, demands or other communications herein required or permitted to be given shall be in writing and may be personally served, telecopied (with telephone confirmation of receipt), delivered by Federal Express or other overnight courier service, or sent by United States mail, registered or certified, postage paid and properly addressed as follows:

To Buyer: ComCorp Broadcasting, Inc.
413 Travis Street, Suite 100
Lafayette, Louisiana 70503
Attention: D. Wayne Elmore
Telecopy: (318) 237-1373
Telephone: (318) 237-1142

Copy to: James S. Altenbach, Esquire
Minkin & Snyder, PC
3060 Peachtree Road, Suite 1100
Atlanta, Georgia 30305
Telecopy: (404) 261-5064
Telephone: (404) 261-8000

To Seller: Sinclair Properties, LLC and
KETK Licensee, L.P..
c/o Sinclair Communications, Inc.
2000 West 41st Street
Baltimore, MD 21211
Attention: President
Telecopy: (410) 467-5043
Telephone: (410) 662-1406

Copy to: Sinclair Communications, Inc.
2000 West 41st Street
Baltimore, MD 21211
Attention: General Counsel
Telecopy: (410) 662-4707
Telephone: (410) 662-1422

To Escrow Agent: First Union National Bank
800 East Main Street
Lower Mezzanine
Corporate Trust Department
Richmond, Virginia 23219
Attention: Gregory N. Jordan
Corporate Trust Officer
Telecopy: (804) 343-6699
Telephone: (804) 343-6058

7. Fees and Expenses of Escrow Agent. Buyer and Seller shall compensate Escrow

Agent for its services hereunder in accordance with Schedule A attached hereto and, in addition, shall reimburse Escrow Agent for all of its reasonable out-of-pocket expenses, including reasonable attorneys' fees, travel expenses, telephone and facsimile transmission costs, postage (including express mail and overnight delivery charges), copying charges and the like. All of the compensation and reimbursement obligations shall be payable by Buyer and Seller, jointly and severally, upon demand by Escrow Agent. The obligations of Buyer and Seller shall survive any termination of this Escrow Agreement and the resignation or removal of Escrow Agent.

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. No party hereto may voluntarily or involuntarily assign its interests under this Agreement without the prior written consent of the other parties hereto.

9. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York.

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

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

KETK LICENSEE, L.P..

By: _____
Title: _____

SINCLAIR PROPERTIES, LLC.

By: _____
Title: _____

COMCORP BROADCASTING, INC.

By: _____

FIRST UNION NATIONAL BANK

By: _____
Title: _____

CORPORATE TRUST OFFICER

Agent for its services hereunder in accordance with Schedule A attached hereto and, in addition, shall reimburse Escrow Agent for all of its reasonable out-of-pocket expenses, including reasonable attorneys' fees, travel expenses, telephone and facsimile transmission costs, postage (including express mail and overnight delivery charges), copying charges and the like. All of the compensation and reimbursement obligations shall be payable by Buyer and Seller, jointly and severally, upon demand by Escrow Agent. The obligations of Buyer and Seller shall survive any termination of this Escrow Agreement and the resignation or removal of Escrow Agent.

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. No party hereto may voluntarily or involuntarily assign its interests under this Agreement without the prior written consent of the other parties hereto.

9. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York.

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

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

KETK LICENSEE, L.P..

By: _____

Title: _____

SINCLAIR PROPERTIES, LLC

By: _____

Title: _____

COMCORP BROADCASTING, INC.

By: _____

FIRST UNION NATIONAL BANK

By: _____

Title: _____

Agent for its services hereunder in accordance with Schedule A-attached hereto and, in addition, shall reimburse Escrow Agent for all of its reasonable out-of-pocket expenses, including reasonable attorneys' fees, travel expenses, telephone and facsimile transmission costs, postage (including express mail and overnight delivery charges), copying charges and the like. All of the compensation and reimbursement obligations shall be payable by Buyer and Seller, jointly and severally, upon demand by Escrow Agent. The obligations of Buyer and Seller shall survive any termination of this Escrow Agreement and the resignation or removal of Escrow Agent.

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. No party hereto may voluntarily or involuntarily assign its interests under this Agreement without the prior written consent of the other parties hereto.

9. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York.

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

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

KETK LICENSEE, L.P..

By: _____
Title:

SINCLAIR PROPERTIES, LLC.

By: _____
Title:

COMCORP BROADCASTING, INC.

By: *D. Wayne Moore*

FIRST UNION NATIONAL BANK

By: _____
Title:

SCHEDULE A

Fees Payable to Escrow Agent

Escrow Agreement dated as of February , 1999 by and among SINCLAIR
PROPERTIES, LLC, KETK LICENSEE, LLC., COMCORP BROADCASTING, INC. and
FIRST UNION NATIONAL BANK.

The ESCROW Agent shall receive the following fees (in the aggregate) from the BUYER and
SELLER:

1. \$500.00 Set-up Fee
Includes the preparation and review of documents and establishment of the
escrow account.
2. \$1,500.00 Annual Advance Administration Fee
Invoiced by Escrow Agent at the time of execution of the Escrow
Agreement.
3. \$25.00* Investment Transactions
For purchases, sales & maturities of securities
**This fee does not apply to funds invested in Valiant U.S. Treasury Funds.*
4. Disbursement Charges:
\$25.00 per Wire Transfer
\$15.00 per Check
5. Recovery of out-of-pocket expenses will be billed at cost.

Exhibit B-1

**FORM OF
TIME BROKERAGE AGREEMENT**

This Time Brokerage Agreement (the "Agreement") is entered into as of the _____ day of _____, 1999, by and between KETK Licensee, L.P., a Delaware corporation, ("Owner") and ComCorp Broadcasting, Inc., a Delaware corporation ("Programmer").

RECITALS

WHEREAS, Owner is the licensee, pursuant to authorizations issued by the Federal Communications Commission ("FCC") of television Station KETK-TV, licensed to Tyler, Texas (the "Station"); and

WHEREAS, concurrently herewith Owner and Programmer, and an affiliate of Owner are entering into an Asset Purchase Agreement (the "Purchase Agreement") pursuant to which Owner and its affiliate have agreed to sell to Programmer and Programmer has agreed to purchase from Owner and its affiliate substantially all of the assets, including the licenses, associated with the operation of the Station; and

WHEREAS, Programmer is experienced in broadcast ownership and operation; and

WHEREAS, during the term of this Agreement, Owner wishes to retain Programmer to provide programming and related services for the Station, all in conformity with Station policies and procedures, FCC rules and policies for time brokerage arrangements, and the provisions hereof; and

WHEREAS, Programmer agrees to use the Station to broadcast such programming of its selection that is in conformity with all rules, regulations and policies of the FCC, subject to Owner's full authority to manage and control the operation of the Station; and

WHEREAS, Owner and Programmer agree to cooperate to make this Agreement work to the benefit of the public and both parties and as contemplated by the terms set forth herein.

NOW, THEREFORE, in consideration of the above recitals, and mutual promises and covenants contained herein, the parties intending to be legally bound, agree as follows:

AGREEMENT

Section I Use of Station Air Time.

1.1 Scope. During the term of this Agreement, Owner shall make available to Programmer broadcast time on the Station as set forth in this Agreement. Programmer shall deliver such programming, at its expense, to the Station's transmitters. Subject to the provisions of this Agreement, Programmer shall provide such programming of Programmer's selection, including commercial matter, news, public service announcements and other suitable programming, to each Station for at least one hundred and sixty-six (166) hours per week. Except as otherwise provided in this Agreement, Owner agrees to broadcast such programming in its entirety, including commercials at the times specified, on the facilities of the Station without interruption, deletion, or addition of any kind. Owner may use such time as it may require, which is not expected to exceed two (2) hours per week, for the broadcast of its own regularly-scheduled news, public affairs, and other non-entertainment programming on each Station to satisfy Owner's obligation to provide programming responsive to the community's needs and interests. Owner agrees that Programmer may sell, or engage a third party to sell, commercial time during the programming provided by Programmer to the Station for Programmer's account.

1.2 Term. This Agreement shall commence on the First Closing (as defined in the Purchase Agreement) (the "Effective Date"), and end on the eighth anniversary of the Effective Date, (the "Term"), unless earlier terminated pursuant to Section 5 herein.

1.3 Monthly Payment. In consideration for Owner's broadcasting of the programming provided by Programmer pursuant to this Agreement, Programmer agrees to pay Owner, during each calendar month of the term of this Agreement, the amount specified with respect to the relevant month on Schedule A hereto, ("Monthly Payment"), payable on the first day of each calendar month; provided, however, that the Monthly Payment shall be prorated on a daily basis for each partial calendar month, if any. In addition, on the 15th of each calendar month during the term hereof, Programmer shall reimburse Owner for all operating expenses (including, without

limitation, those set forth on Schedule A hereto) reasonably incurred during the immediately preceding month by Owner in connection with the operation of the Station. Notwithstanding any provision of this Agreement to the contrary, in the event of a preemption by Owner of Programmer's programming under Section 4 (other than any preemption with respect to which Programmer is entitled to advertising revenues), the Monthly Payment shall be reduced by an amount equal to (a) the amount of the Monthly Payment multiplied by (b) a fraction, the numerator of which is the number of hours of Programmer's programming preempted by Owner during such month and the denominator of which is one hundred sixty-six (166).

Section II Station Operations.

2.1 Owner Control Over Station Operations.

(a) Owner shall retain full authority, power and control over the management and operations of the Station during the term of this Agreement, including specifically control over its personnel, programming, engineering, and finances.

(b) Subject to Owner's ultimate and sole authority, power and control over the management and operations of the Station, Programmer agrees to provide programming, accounting and bookkeeping, and related services to the Station. Such related services shall include: (i) the sale of advertising time on the Station for Programmer's Account; (ii) coordination of traffic and billing functions; (iii) maintenance, repair and replacement of the Station's studio equipment and the other assets, and (iv) other administrative or operational functions as Owner may from time to time assign to Programmer consistent with FCC rules and policies relating to time brokerage agreements. Programmer shall provide and perform its obligations hereunder, including all related services, diligently and in a manner consistent with applicable law and broadcast industry practices.

(c) Subject to any change in applicable law, Owner shall employ at the Station's main studio location, at Owner's expense (subject to reimbursement pursuant to Section 1.3), at least two full-time employees, including a Station manager and a staff level employee, who will direct the day-to-day operations of the Station, and who will report to and be accountable to Owner. Such employees shall be paid reasonable compensation commensurate

with their job responsibilities, as determined by Owner after consultation with Programmer (or, in the case of existing employees, consistent with past practice).

(d) When on the Owner's premises, all employees of Programmer used to provide Programmer's programming or other services to the Station shall be subject to the overall supervision of Owner's management personnel.

2.2 Lease of Assets. Programmer agrees to lease, license or sublet to Owner, and Owner agrees to lease, license or sublet from Programmer all Assets used or useful in connection with the operation of the Station (other than the FCC License Assets) and acquired by Programmer at the First Closing, as defined in the Purchase Agreement. During the term of this Agreement, in consideration of entering into this Agreement (and without additional consideration), Owner shall have unfettered access to the Assets for the purpose of producing and airing programming for or on the Station in accordance with Sections 2, 4.1, 4.2 and 4.3 of this Agreement, provided that such access does not unreasonably interfere with Programmer's exercise of its rights under this Agreement.

Section III Station Public Interest Obligations.

3.1 Owner Authority. Owner shall be responsible for the Station's compliance with all applicable provisions of the Communications Act of 1934, as amended (the "Act"), the rules, regulations and policies of the FCC and all other applicable laws. Programmer shall cooperate with Owner, at Programmer's expense, in taking such actions as Owner may reasonably request to assist Owner in maintaining the Station's compliance with the Act, rules, regulations and policies of the FCC and all other applicable laws. Notwithstanding any other provision of this Agreement, Programmer recognizes that Owner has certain obligations to operate the Station in the public interest and to broadcast programming to meet the needs and interests of the Station's community of license and the Station's service area. From time to time Owner shall air, or if Owner requests, Programmer shall air, programming on issues responsive to the needs and interests of the local community and the service area. Nothing in this Agreement shall abrogate or limit the unrestricted authority of Owner to discharge its obligations to the public and to

comply with the Act and the rules, regulations and policies of the FCC, and Owner shall have no liability or obligation to Programmer for taking any action that Owner deems necessary or appropriate to discharge such obligations or comply with such laws, rules, regulations or policies.

3.2 Additional Owner Obligations. Although both Owner and Programmer shall cooperate in the broadcast of emergency information over the Station, Owner shall retain the right, without any liability or obligation to Programmer, to interrupt, preempt or cancel Programmer's programming in case of an emergency or to air programming which, in the good faith judgment of Owner, is of greater local or national public importance. Owner shall coordinate with Programmer the Station's hourly Station identification and any other announcements required to be aired by FCC rules or regulations. Owner shall, subject to applicable rules and policies of the FCC (and Programmer's obligation to reimburse Owner for the associated expenses), (i) continue to maintain and staff a main studio, as that term is defined by the FCC, for the Station within the Station's principal community contour, (ii) maintain, repair and replace the Station's transmitting equipment, (iii) maintain the Station's local public inspection file at the Station's main studio, and (iv) prepare and place in such inspection file in a timely manner all material required by Section 73.3526 of the FCC's rules, including without limitation the Station's quarterly issues and program lists and children's television programming reports (FCC form 398). Programmer shall, upon request by Owner, promptly provide Owner with such information concerning Programmer's programs and advertising as is necessary to assist Owner in the fulfillment of Owner's obligations under the Act or FCC policies and rules or to enable Owner to verify independently the Station's compliance with any and all laws, rules, regulations or policies applicable to the Station's operation. Owner shall also maintain the Station logs, receive and respond to telephone inquiries, and control and oversee any remote control point for the Station.

Section IV Station Programming & Operational Policies.

4.1 Broadcast Station Programming Policy Statement. Owner has adopted a Broadcast Station Programming Policy Statement (the "Policy Statement"), a copy of which

appears as Exhibit B hereto and which may be amended by Owner from time to time upon written notice to Programmer. Programmer agrees and covenants to comply in all material respects with the Policy Statement, with the Act, with all rules and regulations of the FCC, and with any and all other applicable laws, rules, and policies of any other governmental authority. Programmer shall furnish or cause to be furnished the artistic personnel and material for the programs as provided by this Agreement and all programs shall be prepared and presented in conformity with the Act and other applicable laws, the rules, regulations and policies of the FCC, and the Policy Statement. All advertising spots and promotional material or announcements shall comply with all applicable federal, state and local regulations and policies and the Policy Statement, and shall be produced in accordance with quality standards established by Programmer. If Owner determines that a program, commercial announcement or promotional material supplied by Programmer is for any reason, in the exercise of Owner's sole discretion, unsatisfactory or unsuitable or contrary to the public interest, or does not comply with the Policy Statement, Owner may, upon written notice to Programmer (to the extent time permits such notice), and without any liability or obligation to Programmer, suspend or cancel such program, commercial announcement or promotional material and substitute its own programming or, if Owner requests, Programmer shall promptly provide suitable substitute programming, commercial announcement or other announcement or promotional material.

4.2 Owner Control of Station Programming. Notwithstanding any contrary provision contained in this Agreement, and consistent with Owner's obligations pursuant to the Act and the rules and policies of the FCC, Owner shall have the right, without any liability or obligation to Programmer, to delete any material contained in any programming or commercial matter furnished by Programmer for broadcast over the Station that Owner determines is unsuitable for broadcast or the broadcast of which Owner believes would be contrary to the public interest. Owner shall have the right, without any liability or obligation to Programmer to broadcast Owner's own programming in place of such deleted material.

4.3 Political Advertising. Owner shall oversee and shall take ultimate responsibility for the Station's compliance with the political broadcasting rules of the FCC and Sections 312

and 315 of the Act, or any similar provision which may be enacted during the term hereof imposing a duty upon licensees with respect to broadcast of political advertising or programming, including but not limited to, the provision of equal opportunities, compliance with lowest unit charge requirements, and the provision of reasonable access to federal political candidates. Programmer shall cooperate with Owner, at Programmer's expense, to assist Owner in complying with the Act and the political broadcasting rules of the FCC. Programmer shall supply such information promptly to Owner as Owner reasonably deems necessary or useful to comply with the lowest unit charge and other applicable political broadcast requirements of federal law. To the extent that Owner deems it necessary or appropriate, Programmer shall release advertising availabilities to Owner to permit Owner to comply with the political broadcasting rules of the FCC and Sections 312 and 315 of the Act, or any similar provision which may be enacted during the term hereof imposing a duty upon licensees with regard to broadcast of political advertising or programming. Programmer shall be entitled to all revenues received by Owner for such advertising.

4.4 Advertising of Credit Terms. To the extent prohibited by the rules of the Federal Trade Commission, no advertising of credit terms shall be made over broadcast material supplied hereunder by Programmer beyond mention of the fact that credit terms are available.

4.5 Payola/Plugola. Neither Programmer nor its employees or designated agents shall accept any consideration, compensation, gift or gratuity of any kind, regardless of its value or form, including but not limited to a commission, discount, bonus, material supplies or other merchandise, services or labor, for the inclusion of any matter as a part of the programming or commercial matter to be supplied to Owner pursuant to this Agreement, whether or not pursuant to written contract or agreement between Programmer and merchants or advertisers, unless the payer is identified in the program in accordance with the Act and FCC rules and policies. Programmer shall provide Owner with an appropriate affidavit within 45 days of the Effective Date of this Agreement and thereafter on an annual basis, and more frequently if reasonably requested by Owner, attesting to its compliance with this Section.

4.6 Programmer Compliance with Copyright Act. Programmer represents and warrants that Programmer will have full authority to broadcast the programming on the Station; that Programmer shall not broadcast any material in violation of the Copyright Act; and that the performing rights to all music contained in broadcast material supplied hereunder by Programmer are licensed by BMI, ASCAP, or SESAC, are in the public domain, are controlled by Programmer, or are cleared at the source by Programmer.

4.7 Trade-Out Agreements. Programmer agrees to assume all obligations of Owner existing on the Effective Date under any agreements pursuant to which Owner has sold, traded or bartered commercial air time on the Station in consideration for any property or services in lieu of, or in addition to, cash.

Section V Termination.

5.1 Termination by Programmer.

This Agreement may be terminated by Programmer by written notice to Owner, if Programmer is not then in material default or breach hereof, upon the occurrence of the following:

(a) Owner is in material breach of its representations or its material obligations under the Purchase Agreement, and Programmer has terminated the Purchase Agreement in accordance with Section 9.2 thereof.

(b) Owner is in material breach of its representations or its material obligations hereunder, and has failed to cure such breach within thirty (30) days of written notice from Programmer.

5.2 Termination by Owner. This Agreement may be terminated by Owner by written notice to Programmer, if Owner is not then in material default or breach hereof, upon the occurrence of any of the following:

(a) Programmer is in material breach of its representations or its material obligations under the Purchase Agreement, and Owner has terminated the Purchase Agreement in accordance with Section 9.1 thereof.

(b) Programmer is in material breach of its representations or its material

obligations hereunder, and has failed to cure such breach within thirty (30) days (five (5) business days in the case of any obligation under Section 1.3 hereof) of written notice from Owner.

(c) Owner has terminated the Purchase Agreement pursuant to Section 9.3 thereof.

5.3 Termination due to invalidity or material change. Unless terminated pursuant to the provisions of Section 5.1 or 5.2, this Agreement will terminate upon the first to occur of any of the following:

(a) this Agreement is declared invalid or illegal in whole or substantial part by an order or decree of an administrative agency or court of competent jurisdiction and such order or decree has become final and no longer subject to further administrative or judicial review;

(b) there has been a material change in FCC rules or policies that would cause this Agreement to be in violation thereof, and such change is in effect and not the subject of an appeal or further administrative review; provided, that in such event the parties shall first negotiate in good faith and attempt to agree on an amendment to this Agreement that will provide the parties with a valid, binding and enforceable agreement that conforms to the new FCC rules, policies or precedent or obtain a waiver of such rules;

(c) the mutual, written consent of both parties; or

(d) at the License Closing of the sale of the Station as defined in the Purchase Agreement.

Section VI Severability.

6.1 It is the intent of the parties hereto that the transactions contemplated hereunder comply in all respects with applicable law, including but not limited to the Act and all applicable rules, regulations, and policies of the FCC. If any provision of this Agreement shall be declared void, illegal, or invalid by any governmental authority with jurisdiction thereof, the remainder of this Agreement shall remain in full force and effect without such offending provision so long as such remainder substantially reflects the original agreement of the parties hereunder. In such event, the parties shall use commercially reasonable efforts to reach agreement promptly on

lawful substitute provisions in place of said offending provision to effectuate as nearly as possible their intent as expressed hereunder.

Section VII Force Majeure. Any delay or interruption in the broadcast of programs, or failure at any time to furnish facilities, in whole or in part, for broadcast, or any failure to deliver programming or commercial matter, due to Acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods or any other cause not reasonably within the control of Programmer or Owner, as the case may be, shall not constitute a breach of this Agreement, and neither party will be liable to the other for any liability or obligation with respect thereto.

Section VIII Insurance. Each of Owner and Programmer will maintain in full force and effect throughout the term of this Agreement insurance (naming the other party hereto as an additional insured) with responsible and reputable insurance companies or associations covering such risks (including fire and other risks insured against by extended coverage, public liability insurance, insurance for claims against personal injury or death or property damage and such other insurance as may be required by law) and in such amounts and on such terms, and relating to the respective assets of the Station owned by such party, as conventionally carried by broadcasters operating television Station with facilities comparable to those of the Station. Any insurance proceeds received by Owner or Programmer in respect of damaged property will be used to repair or replace such property so that the operation of the Station conforms with this Agreement.

Section IX Indemnification.

9.1 **Indemnification by Programmer.** Programmer shall indemnify and hold harmless Owner from and against any and all claims, losses, costs, liabilities, damages, and expenses, including any FCC fines or forfeitures (including reasonable legal fees and other expenses incidental thereto), of every kind, nature and description (collectively "Damages") arising or resulting from or relating to (a) Programmer's breach of any representation, covenant, agreement or other obligation of Programmer contained in this Agreement, (b) any action taken by Programmer or its employees and agents with respect to the Station, or any failure by

Programmer or its employees and agents to take any action with respect to the Station, including, without limitation, Damages relating to violations of the Act, or any rule, regulation or policy of the FCC, slander, defamation or other claims relating to programming provided by Programmer or Programmer's broadcast and sale of advertising time on the Station, or (c) the business or operations of the Station (except where the Damages are caused by Owner's negligence, recklessness, willful misconduct, or breach of its representations or obligations under this Agreement) from and after the Effective Date of this Agreement.

9.2 Indemnification by Owner. Owner shall indemnify and hold harmless Programmer from and against any and all Damages arising or resulting from or relating to (a) Owner's breach of any representation, covenant, agreement or other obligation of Owner contained in this Agreement, (b) any action taken by Owner or its employees and agents with respect to the Station, or any failure by Owner or its employees and agents to take any action with respect to the Station, including, without limitation, Damages relating to violations of the Act, or any rule, regulation or policy of the FCC, slander, defamation or other claims relating to programming provided by Owner or Owner's broadcast and sale of advertising time on the Station, and (c) Owner's ownership of the Station (except where the Damages were incurred by Programmer's negligence, recklessness, willful misconduct, or breach of any representation, covenant, agreement or other obligation contained in this Agreement).

9.3 Indemnification Procedure. Neither Owner nor Programmer shall be entitled to indemnification pursuant to this Section unless such claim for indemnification is asserted in writing delivered to the other party, together with a statement as to the factual basis for the claim and the amount of the claim. The party making the claim (the "Claimant") shall make available to the other party (the "Indemnitor") the information relied upon by the Claimant to substantiate the claim. The Indemnitor under this Section 9.3 shall have the right to conduct and control through counsel of its own choosing the defense of any third party claim, action or suit (and the Claimant shall cooperate fully with the Indemnitor), but the Claimant may, at its election, participate in the defense of any such claim, action or suit at its sole cost and expense; provided, that, if the Indemnitor shall fail to defend any such claim, action or suit, then the Claimant may

defend through counsel of its own choosing such claim, action or suit, and (so long as it gives the Indemnitor at least fifteen (15) days' notice of the terms of the proposed settlement thereof and permits the Indemnitor to then undertake the defense thereof) settle such claim, action or suit, and recover from the Indemnitor the amount of such settlement or of any judgment and the costs and expenses of such defense. The Indemnitor shall not compromise or settle any third party claim, action or suit without the prior written consent of the Claimant, which consent will not be unreasonably withheld or delayed.

9.4 Damages; Specific Performance.

(a) In the event of a material breach by Owner of its obligations hereunder, Programmer shall be entitled to seek monetary damages against Owner. The parties recognize, however, that, given the unique nature of the Station and this Agreement, monetary damages alone will not be adequate to compensate Programmer for any injury resulting from Owner's breach. Programmer shall therefore be entitled, in addition to a right to seek and collect monetary damages, to obtain specific performance of the terms of this Agreement. If any action is brought by Programmer to enforce this Agreement, Owner shall waive the defense that there is an adequate remedy at law. In addition, in the event of a material breach by Owner of its obligations hereunder, Programmer shall be entitled to terminate this Agreement and exercise its rights pursuant to Section 9.2 hereof (except that Programmer may not assert consequential, special or punitive damages or any claim for lost profits).

(b) In the event of a material breach by Programmer of its obligations hereunder, Owner shall be entitled to (i) terminate this Agreement and exercise its rights pursuant to Section 9.1 hereof (except that Owner may not assert consequential, special or punitive damages or any claim for lost profits), and (ii) pursue whatever other remedies Owner may have under applicable law.

(c) In the event any party files a lawsuit or institutes other formal legal action to enforce its rights under this Agreement, the prevailing party shall be entitled to receive from

the other party hereto any and all out-of-pocket costs and expenses, including reasonable legal fees and expenses, incident to any such action.

Section X Representations, Warranties, and Covenants.

10.1 Representations, Warranties, and Covenants of Owner. Owner represents, warrants, and covenants that:

(a) Owner is now, and for so long as this Agreement shall be in effect, will be the holder of the FCC licenses necessary for the operation of the Station as then being operated;

(b) This Agreement constitutes the legal, valid and binding obligation of Owner, enforceable in accordance with its terms, except to the extent that the enforcement thereof may be limited by (1) bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting creditors' rights and remedies generally, and (2) general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).

10.2 Representations, Warranties and Covenants of Programmer. Programmer represents, warrants, and covenants (a) that this Agreement constitutes the legal, valid and binding obligation of Programmer, enforceable in accordance with its terms, except to the extent that the enforcement thereof may be limited by (i) bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights and remedies generally, and (ii) general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity); and (b) that Programmer is able to carry out its obligations and duties under this Agreement.

Section XI Miscellaneous.

11.1 Assignment. This Agreement shall not be assigned by any party hereto without the prior written consent of the other party; provided, such consent shall not be required in the event Programmer desires to assign its rights hereunder to a wholly-owned subsidiary of Programmer; provided further, no such assignment shall relieve Programmer of any of its obligations hereunder. This Agreement shall be binding on and inure to the benefit of the parties' respective successors and permitted assigns. Nothing contained herein shall prohibit either party

from pledging its interest herein to secure its obligations under any financing arrangement with a bank or financial institution.

11.2 Entire Agreement, Amendments. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all prior and contemporaneous agreements, broadcasting commitments, or any other understandings between Programmer and Owner with respect to such subject matter. No provision of this Agreement shall be changed or modified except by an agreement in writing signed by the party against whom the change or modification is claimed or sought to be enforced. No waiver of any of the conditions or provisions of this Agreement shall be effective and binding unless such waiver shall be in writing and signed by the party against whom the waiver is asserted, and no waiver of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision.

11.3 Further Assurances. Owner and Programmer shall use commercially reasonable best efforts in the performance and fulfillment of the terms and conditions of this Agreement in effectuating the intent of such parties as expressed under this Agreement. From time to time, without further consideration, Owner and Programmer shall execute and deliver such other documents and take such other actions as either party hereto reasonably may request to effectuate such intent.

11.4 Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures to each such counterpart were upon the same instrument.

11.5 Notices. All notices, demands and other communications which may or are required to be given hereunder or with respect hereto shall be in writing, shall be delivered personally or sent by nationally recognized overnight delivery service, charges prepaid, or by registered or certified mail, return-receipt requested, or by facsimile transmission, and shall be deemed to have been given or made when personally delivered, the next business day after delivery to such overnight delivery service, when dispatched by facsimile transmission (with

confirmation of receipt), the day deposited in the mail, first class postage prepaid, addressed as follows:

(a) If to Programmer:

ComCorp Broadcasting, Inc.
413 Travis Street, Suite 100
Lafayette, Louisiana 70503
Attention: D. Wayne Elmore
Telecopy No: (318) 237-1373

with a copy to: James S. Altenbach, Esquire
Minkin & Snyder, PC
3060 Peachtree Road, Suite 1100
Atlanta, Georgia 30305
Telecopy No: (404) 261-5064

or to such other address as Programmer may from time to time designate.

(b) If to Owner:
KETK Licensee, L.P.
c/o Sinclair Communications, Inc.
2000 West 41st Street
Baltimore, MD 21211-1420
Attention: President

Telecopy No: (410) 467 5043

with a copy to:
Sinclair Communications, Inc.
2000 West 41st Street
Baltimore, MD 21211-1420
Attention: General Counsel

Telecopy No: (410) 662 4707

with a copy to:

Fisher Wayland Cooper Leader & Zaragoza L.L.P.
2001 Pennsylvania Avenue, N.W.

Suite 400
Washington, D.C. 20006-1851
Attention: Martin R. Leader, Esq.

Telecopy: (202) 296-6518

or to such other address as Owner may from time to time designate.

11.6 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of New York, without regard to its choice of law rules.

11.7 Mandatory Carriage/Retransmission Consent. Owner shall consult with Programmer prior to making any election of mandatory carriage rights or retransmission consent pursuant to Section 76.64 of the FCC's rules and regulations and the provisions of the Cable Television Consumer Protection and Competition Act of 1992.

11.8 No Joint Venture or Partnership. Programmer shall act as an independent contractor in rendering its services hereunder. Programmer shall have no power or authority to act for or on behalf of Owner or to bind Owner in any manner whatsoever, and Owner shall have no power or authority to act for or on behalf of Programmer or to bind Programmer in any manner whatsoever, except as and to the extent expressly provided for in this Agreement. The parties hereto agree that nothing herein shall constitute a joint venture, partnership, or agency relationship between them.

11.9 Digital Spectrum. The FCC has authorized an additional 6 MHz of spectrum for digital television service ("DTV Spectrum") to Owner. Programmer shall have the right to utilize the DTV Spectrum in accordance with the rules and regulations of the FCC. In the event that the FCC assesses Owner with any spectrum fees or other charges for the use of the DTV Spectrum, Programmer agrees to reimburse Owner for such FCC spectrum fees or other charges.

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

[Signatures on following Page]

IN WITNESS thereof, the parties have executed this Agreement as of the date first above written.

KETK LICENSEE, L.P.:

By: _____
Name: _____
Title: _____

and

COMCORP BROADCASTING, INC.:

By: _____
Name: _____
Title: _____

SCHEDULE A

MONTHLY PAYMENT

| <u>Period</u> | <u>Monthly Payment</u> |
|---|------------------------|
| Effective Date – Second Anniversary | \$13,333 |
| Second Anniversary – Fourth Anniversary | \$12,500 |
| Fourth Anniversary – Sixth Anniversary | \$11,667 |
| Sixth Anniversary – Eighth Anniversary | \$10,000 |

EXPENSE REIMBURSEMENT

Operating expenses to be reimbursed by Owner include, without limitation, salaries, real property taxes and assessments, utilities, insurance and maintenance.

04/22/00 10:10 AM 100 012 0000

LEASE AGREEMENT

By and Between

COMCORP BROADCASTING, INC.

as Lessor

and

KETK LICENSEE, L.P.

as Lessee

_____, 1999

TABLE OF CONTENTS

| | <u>Page</u> |
|---|-------------|
| 1. Lease | 2 |
| 2. Term of Lease | 2 |
| 3. Lease Payments | 2 |
| 4. Maintenance and Use of Leased Assets | 3 |
| 5. Events of Default and Remedies | 4 |
| 6. Miscellaneous | 6 |

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement") made this ____ day of _____, 1999, by and between COMCORP BROADCASTING, INC., A DELAWARE CORPORATION ("Lessor") and KETK LICENSEE, A _____ LIMITED PARTNERSHIP ("Lessee").

WHEREAS, Lessee is the holder of the Federal Communications Commission ("FCC") authorizations and permits (the "Authorizations") for commercial television station KETK(TV), Jacksonville, Texas (the "Station"); and

WHEREAS, on _____, 1999, Lessor acquired certain of the assets (other than the Authorizations) used in the operation of the Station from Lessee; and

WHEREAS, the Lessor and the Lessee have entered into an Asset Purchase Agreement dated as of February __, 1999 (the "Purchase Agreement") pursuant to which Lessor has agreed to acquire the Authorizations and certain other assets used in the operation of the Station and anticipates filing an application (the "Assignment Application") with the FCC requesting the FCC's consent to the assignment of the Authorizations to Lessor; and

WHEREAS, Lessor and Lessee have also entered into a Time Brokerage Agreement dated as of _____, 1999 (the "Time Brokerage Agreement") pursuant to which Lessor will supply programming for the Station; and

WHEREAS, the parties now desire to set forth in further detail their respective rights and obligations with respect to the use of certain assets now owned by Lessor in connection with the operation of the Station.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee, desiring to be bound legally, hereby agree as follows:

1. Lease. Lessor agrees to lease, license or sublet to Lessee, and Lessee agrees to lease, license or sublet from Lessor, all antennae, transmitters, equipment, assets, studio space, rights under leases, and other property owned or held by Lessor and used and useful in connection with the operation of the Station (collectively, the "Leased Assets"), subject to and upon the terms and conditions of this Agreement.

2. Term of Lease. The term of this Agreement shall commence on the date hereof, and shall continue until the earlier of (a) the date upon which all of the Authorizations have been assigned to Lessor, and (b) the first anniversary of the termination or expiration of the Time Brokerage Agreement.

3. Lease Payments.

(a) As provided in Section 2.2 of the Time Brokerage Agreement, Lessor has made the Leased Assets available to Lessee as part of the consideration paid to Lessee under the Time Brokerage Agreement. Consequently, prior to the termination or expiration of the Time Brokerage Agreement, no additional rent shall be payable by Lessee for the use of the Leased Assets.

(b) Following termination or expiration of the Time Brokerage Agreement, and for a period of one year thereafter, Lessee shall have the option to lease such of the Leased Assets as it shall require in connection with the operation of the Station. Within 10 days after termination or expiration of the Time Brokerage Agreement, Lessee shall identify in writing those Leased Assets which it elects to continue to lease hereunder, and the Leased Assets so identified shall then constitute all of the Leased Assets under this Agreement. If Lessee does not identify any such Leased Assets, this lease shall immediately terminate without further action by or obligation of either party on such tenth (10th) day.

(c) Following the 10 day period after termination or expiration of the Time Brokerage Agreement, if there are any Leased Assets at that time, Lessee shall pay Lessor a fair market rent, as mutually agreed to by Lessor and Lessee, for the Leased Assets. If Lessor and Lessee are unable to agree upon the amount of such rent within 30 days after expiration or termination of the Time Brokerage Agreement, the rent shall be the arithmetic mean of two evaluations of the then fair market rent for the Leased Assets, each such evaluation to be made by a reputable independent consultant, one such consultant selected by Lessee and the other by Lessor, the costs of such consultants to be borne by the party selecting such consultant. Rent under this Section 3(c) shall be payable in advance on the first business day of each month commencing with the month following the month in which the amount of rent is determined, whether by agreement of the parties or by reference to the consultants' evaluations as set forth above. The first such rent payment shall also include rent in arrears for period between termination or expiration of the Time Brokerage Agreement and the date such first payment is due. Rent shall be prorated for any partial month.

(d) Personal property taxes and any other charges assessed on any of the Leased Assets during the term of this Agreement shall be paid by Lessor to the appropriate taxing authority, and Lessor shall file all required property tax returns and reports concerning the Leased Assets with all appropriate governmental agencies.

4. Maintenance and Use of Leased Assets.

(a) Prior to termination or expiration of the Time Brokerage Agreement, Lessee shall use the Leased Assets only to broadcast its own programming as provided in Sections 2, 4.1, 4.2 and 4.3 of the Time Brokerage Agreement, or to fulfill Lessee's obligations under Section 2 of the Time Brokerage Agreement.

(b) The Leased Assets will be used by Lessee throughout the term of this Agreement in all material respects in accordance with the Authorizations and all applicable FCC rules and policies. Lessee may not, without Lessor's prior written consent, make alterations in or modifications to the Leased Assets.

(c) Lessee shall not use or permit the Leased Assets to be used in any manner or for any purpose for which the Leased Assets are not designated or reasonably suitable. Lessee shall comply with all governmental laws, rules and regulations concerning the operation of the Leased Assets.

(d) Lessor shall perform at its expense all necessary maintenance and repair of the Leased Assets; provided however, that when such maintenance and repair is made necessary by or because of the fault or negligence of Lessee, Lessee shall reimburse Lessor for the cost thereof; and provided further, that the terms of this Agreement shall not be construed so as to relieve Lessee of its responsibilities under the FCC's rules and regulations. Lessor agrees to compensate Lessee for fines and forfeitures paid by Lessee to the FCC, or to any other governmental agency, because of Lessee being held liable for violations of FCC or FAA rules relating to Lessor's failure to maintain the Leased Assets, unless such violations are caused by Lessee or Lessee's misfeasance or malfeasance, in which case Lessee shall be liable for such costs.

5. Events of Default and Remedies.

(a) The occurrence of any one of the following shall constitute an Event of Default hereunder:

(1) Lessee fails to pay any installment of rent specified in Section 3 above on or before the tenth (10 h) day following the date when the same becomes due and payable;

(2) Lessor or Lessee fails to observe or perform any of their respective material obligations required to be observed or performed by Lessor or Lessee under this Agreement and such failure continues uncured for ten (10) days after notice thereof;

(3) Lessee or Lessor ceases doing business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay its debts as they become due, files a voluntary petition in bankruptcy, is adjudicated a bankrupt or an insolvent, files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar arrangement under any present or future statute, law or regulation or files an answer admitting the material allegations of a petition filed against it in any such proceeding, consents to or acquiesces in the appointment of a trustee, receiver, or liquidator of it or of any of any substantial part of its assets or properties, or if it or its shareholders or partners, as the case may be, shall take any action looking to its dissolution or liquidation; or

(4) Within thirty (30) days after the commencement of any proceedings against Lessee or Lessor seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceedings shall not have been dismissed, or if within thirty (30) days after the appointment, without consent or acquiescence, of any trustee, receiver or liquidator of Lessee or Lessor of all or any substantial part of either of their assets and properties, such appointment shall not be vacated.

(b) Upon occurrence and continuance of an Event of Default, the non-defaulting party may terminate this Agreement upon notice to the defaulting party and pursue all remedies available to it at law or in equity.

6. Miscellaneous.

(a) Neither this Agreement nor any consent or approval provided for herein shall be binding upon Lessor or Lessee, as the case may be, unless signed by the party against whom enforcement is sought. This Agreement shall be deemed to have been made in the State of New York and shall be governed in all respects by the laws of said state.

(b) All notices hereunder shall be in writing and shall be given in accordance with Section 11.5 of the Time Brokerage Agreement.

(c) This Agreement shall be binding upon and inure to the benefits of Lessor and Lessee and their respective successors and assigns.

(d) If any term or provision of this Agreement or the application thereof to any person is, to any extent, held to be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to the persons other than those to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

(e) No waiver of any of the terms and conditions hereof shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. Any waiver of the terms hereof shall be effective only in the specific instance and for the specific purpose given. The waiver by Lessor or Lessee of any breach of any obligation of Lessee or Lessor shall not be deemed a waiver of such obligation or of any subsequent breach of the same or any other obligation.

The subsequent acceptance of rent hereunder by Lessor shall not be deemed a waiver of any prior existing breach by Lessee regardless of Lessor's knowledge of such prior existing breach at the time of Lessor's acceptance of such rent. The rights afforded Lessor and Lessee hereunder shall not be deemed to be exclusive, but shall be in addition to any rights or remedies provided by law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

COMCORP BROADCASTING, INC.
("Lessor")

By: _____
Name: _____
Title: _____

KETK LICENSEE, L.P.
("Lessee")

By: _____
Name: _____
Title: _____

[Form of Opinion of Seller's FCC Counsel]

_____, 1999

Com Corp Broadcasting, Inc.
413 Travis Street, Suite 100
Lafayette, Louisiana 70503

Gentlemen:

We have acted as special communications counsel for Sinclair Properties, LLC, a Virginia limited liability company, and KETK Licensee L.P., a _____ limited partnership (collectively, the "Seller"), and have represented the Seller in connection with the Asset Purchase Agreement ("Agreement") dated as of February __, 1999, between the Seller and you, only as Federal Communications Commission ("FCC") counsel. This opinion is being delivered pursuant to Section 8.4(e) of the Agreement. In rendering this opinion, we are engaged and acting solely as special communications counsel for the Seller, and we are not engaged or acting as counsel of any type for you or any other person or entity. When used herein, "or" shall mean "and/or" unless the context otherwise requires.

This opinion is limited strictly to matters arising under the Communications Act of 1934, as amended, and the published rules, regulations, and policies promulgated thereunder by the FCC (collectively, "Communications Laws"), and we express no opinion on any other matter whatsoever. Furthermore, this opinion is limited to the opinions expressly stated herein. No implication shall be drawn from anything herein that has the effect of extending any such opinion beyond what is expressly stated in such opinion.

In rendering this opinion, we have assumed without investigation the genuineness of all signatures, the legal capacity of all natural persons, the authenticity of all documents examined by us, whether or not they are originals, the conformity of all copies or facsimile transmissions to the originals of the same, whether or not they are certified to be true copies, the conformity of all unexecuted documents presented to us as final versions thereof to the executed originals of the same, and the accuracy and completeness of all public records, including but not limited to those of the FCC.

Com Corp Broadcasting, Inc.

_____, 1999

Page 2

The opinions expressed in this letter are based upon the current law and facts presently known to us, and are not guarantees or assurances of any future fact, event, occurrence, omission, or condition or that any law, statute, rule, regulation, policy, order, case, or interpretation of the same will not change in the future. Moreover, this opinion addresses matters only as of the date of this opinion and we specifically disclaim all responsibility whatsoever for advising you of changes in matters addressed herein occurring after such date.

We have undertaken no on-site inspection or visual or aural monitoring whatsoever of the Seller, properties of the Seller, or television station KETK-TV, Jacksonville, Texas (the "Station"), and, except as otherwise specifically stated herein, we have undertaken no independent inquiry whatsoever of any of the matters addressed in this opinion. Furthermore, although we have no firsthand knowledge of the citizenship, attributable or non-attributable media interests, or character or other qualifications under the Communications Laws of the Seller, principals of the Seller, or any other person or entity having any present or proposed connection with the Seller, we are presently aware of no facts that lead us to believe that any of the opinions expressed below, as qualified and limited by this letter, are untrue in any material respect.

As used in this letter, the phrases "our knowledge," "known to us," or "we are presently aware" or similar phrases mean the current actual knowledge, that is, the conscious awareness of facts or other information, of lawyers currently affiliated with this firm who have given substantive legal attention to representation of the Seller in connection with the transactions contemplated under the Agreement, including but not limited to the preparation of this letter.

We express no opinion whatsoever in this letter as to your qualifications under the Communications Laws, or such qualifications of your assigns, if any, to have an ownership interest in or to control, directly or indirectly, any license or other authorization issued by the FCC or any person or entity holding such license or authorization.

As to questions of fact relevant to this opinion, we have relied solely upon the publicly available files in the public reference room of the FCC in Washington, D.C. as of [_____, 1999] at the times inspected that related to the Station (such FCC information, the "FCC Review Materials"). You should be aware that certain records of the FCC are public as a matter of law (for example, under the federal Freedom of Information Act). Such records, however, may not have been included in the FCC Review Materials at the time that we examined those materials in connection with this opinion. Accordingly, we express no opinion regarding the completeness of the FCC Review Materials at the time we reviewed them. Furthermore, there may be records of matters pending at the FCC that were not available for inspection by the public as a matter of law that we did not examine. We have not examined any technical aspects or the actual day-to-day operations of the Station and, accordingly, we express no opinion with respect to such matters.

Com Corp Broadcasting, Inc.

1999

Page 3

Based upon the foregoing, and subject in all respects to the qualifications and limitations set forth in this letter, we are of the opinion that:

1. KETK Licensee L.P. holds all FCC licenses, permits, and authorizations necessary for it to operate a television broadcast station on channel 56 in Jacksonville, Texas. Such FCC licenses, permits and authorizations (collectively the "FCC Licenses") are in full force and effect.

2. The FCC has granted its consent to the assignment to you of the FCC Licenses for the Station. The time within which any party in interest other than the FCC may seek administrative or judicial reconsideration or review of such consent has expired and, to our knowledge, no petition for such reconsideration or review was timely filed with the FCC or with a court of competent jurisdiction. The normal time within which the FCC may review such consent on its own motion has expired and, to our knowledge, the FCC has not undertaken such review.

3. Except for rulemaking proceedings or similar proceedings of general applicability to entities such as the Seller or to facilities such as the Station, to our knowledge, there is not now pending any action or proceeding before the FCC with respect to the Station against the Seller that would reasonably be expected to cause a revocation of termination of, or result in any other material impairment of, the FCC Licenses.

This opinion is (i) solely for your information in connection with the transactions contemplated under the Agreement, (ii) not to be relied upon by any other person or entity for any reason whatsoever except for lenders providing financing to you in connection with the transactions contemplated by the Agreement, (iii) not to be quoted in whole or in part or otherwise referred to in any document except as directly a part of and related to such transactions, and (iv), except as otherwise required by applicable law, not to be filed with or provided to any government agency or any other entity or person whatsoever.

Very truly yours,

FISHER WAYLAND COOPER LEADER
& ZARAGOZA L.L.P.

J:\DATA\CLIENT\30307030700FN.KET

EXHIBIT "D"

BUYER'S OPINION OF COUNSEL

[DATE]

Gentlemen:

We have acted as counsel to ComCorp Broadcasting, Inc., a Delaware corporation ("Buyer"), in connection with the negotiation, preparation, execution and delivery of the Asset Purchase Agreement dated _____, 1999 (the "Purchase Agreement") by and among Buyer, Sinclair Properties, LLC and KETK Licensee, L.P. (collectively, "Seller"). We are furnishing this opinion to you pursuant to Section 8.3(f) of the Purchase Agreement. Except as to proper nouns and as otherwise defined herein, capitalized terms have the same meaning as defined in or used in the Purchase Agreement.

We have examined the originals or copies of (i) the Purchase Agreement and the other documents and instruments executed and delivered by Buyer pursuant to the terms of the Purchase Agreement, including, without limitation the LMA (collectively, the "Accompanying Documents"); (ii) Certificate of Incorporation and Bylaws of Buyer; (iii) corporate proceedings of the Board of Directors of Buyer authorizing and approving any and all actions taken or contemplated by Buyer in connection with the Purchase Agreement; (iv) certificates executed by certain officers of Buyer pursuant to the Purchase Agreement; (v) representations of Buyer given pursuant to the Purchase Agreement; and (vi) certificates of good standing relating to Buyer. In addition, we have also examined such other documents of or relating to Buyer and related matters of law as we have deemed necessary in connection with this opinion.

In our examination, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals and the conformity to the appropriate authentic original documents of all documents submitted to us as certified, conformed or photostatic copies. We have further assumed the due authorization, execution and delivery of each of such documents by, or on behalf of, all parties thereto, other than Buyer. As to factual matters, we have relied upon the certification of officers of Buyer. Whenever in this Opinion we refer to matters "to the best of our knowledge," such reference means facts within the actual knowledge of attorneys in this firm based on the certification of officers of Buyer.

We are members of the Bar of the state of Georgia, and this opinion letter is limited to the laws of the state of Georgia, the Delaware General Corporation Law and the federal law of the United States (except the Communications Act of 1934, as amended, and all rules, regulations and policy statements of the Federal Communications Commission thereunder), and we express no opinion with respect to the laws of any other state or jurisdiction. For purposes of the enforceability opinions set forth in Paragraph 2 hereof, we have assumed with your consent and without independent inquiry that the laws and regulations of the State of New York are identical to the laws and regulations of the State of Georgia.

We express no opinion as to the truth or completeness of any representations or warranties made by Buyer in the Purchase Agreement or any of the Accompanying Documents.

Based upon and subject to the foregoing and to the further qualifications set forth below, we are of the opinion that:

1. Buyer has been duly incorporated and is validly existing as corporation in good standing under the laws of the state of Delaware, with the requisite corporate power and authority, subject to requisite governmental approvals, consents and licenses, to own and lease its properties and to conduct its business as it is currently being carried on. Buyer has been duly authorized to transact business in, and is in good standing under the laws of the State of Texas.

2. Buyer has the requisite corporate power to execute and perform the Purchase Agreement, and the execution and delivery of the Purchase Agreement and the Accompanying Documents have been duly authorized by all requisite corporate action of Buyer. Buyer has duly and validly executed and delivered the Purchase Agreement and the Accompanying Documents. The Purchase Agreement and the Accompanying Documents constitute the valid and binding agreements of Buyer, enforceable against Buyer in accordance with their terms, except as the enforcement thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws (now or hereafter in effect) generally affecting the rights of creditors, subject to general equity principles and requisite governmental approvals, consents and licenses.

3. The execution, delivery and performance of the Purchase Agreement by Buyer will not conflict with or constitute a breach of, or default under, (i) the Certificate of Incorporation or the Bylaws; ~~(ii) or~~, to the best of our knowledge, other governing documents of Buyer; ~~(iii) or~~ any material agreement, indenture or other instrument to which Buyer is a party of which we have knowledge or (iv) any material federal, state or local law, rule or regulation or court or administrative order.

4. To our knowledge, there is no decree, judgment, order, investigation or litigation, at law or in equity, or proceeding pending to which Buyer is a party that would prohibit Buyer from performing its obligations under the Purchase Agreement.

The opinions contained herein are being rendered to you in connection with the execution and delivery of the Purchase Agreement and the transactions contemplated thereby and may not be used or relied upon by any other party.

Very truly yours,

LAW OFFICES
THOMAS & LIBOWITZ, P.A.

A PROFESSIONAL ASSOCIATION
SUITE 1100
100 LIGHT STREET
BALTIMORE, MARYLAND 21202-1033
(410) 752-2468

FAX (410) 752-2048
FAX (410) 752-2049
FAX (410) 752-0979

www.thomasandlibowitz.com

COUNSEL
BASIL A. THOMAS
SUSAN M. RITTENHOUSE

STEVEN ANAGYROS THOMAS+*
MICHAEL S. LIBOWITZ
ROBERT J. LYNOTT+
JOHN R. WISE
CLINTON R. BLACK, IV
C. WAYNE DAVIS
PETER W. TALLAFERRO
THOMAS C. SWISS
MICHAEL J. COLLINS
DAVID P. CHAISSON
JAMES B. MYERS
C. VICTORIA WOODWARD++
CHARLES B. JONES

+ ALSO MEMBER OF D.C. BAR
* ALSO MEMBER OF VA BAR
++ ALSO MEMBER OF GA BAR

[Closing Date]

Communications Corporation of America
413 Travis Street, Suite 100
Lafayette, Louisiana 70503

Attn: D. Wayne Elmore

**Re: Asset Purchase Agreement, dated as of _____, 1999
by and among Sinclair Properties LLC ("SPL"), KETK Licensee, L.P.
("Licensee"), and Communications Corporation of America ("Buyer")**

Ladies and Gentlemen:

We have acted as counsel to SPL and Licensee in connection with the transactions contemplated by that certain Asset Purchase Agreement, dated as of _____, 1999 (the "Agreement"), by and between SPL, Licensee, and Buyer and Time Brokerage Agreement and other agreements executed pursuant thereto (the "Accompanying Documents"). This opinion is being delivered to you pursuant to Section 8.2(f) of the Agreement. All capitalized terms used herein, but not otherwise defined, in this opinion shall have the meanings ascribed thereto in the Agreement.

We have reviewed the Agreement and such other organizational and partnership records of SPL and Licensee, certificates of public officials, certificates of managers of SPL and partners of Licensee and other documents and have made such examinations of law and fact as we have deemed necessary or relevant in connection with the opinions set forth below. In rendering the following opinions, we have assumed, without investigation, the authenticity of any document or other instrument submitted to us as an original, the conformity to the originals of any document or other instruments submitted to us as a copy,

Attn: Mr. D. Wayne Elmore

the legal capacity of natural persons, and the genuineness of all signatures on such originals or copies. We have also assumed, but have not independently verified, all documents executed by a party other than managers of SPL or partners of Licensee were duly and validly executed and delivered by such party and are legal, valid and binding obligations of such party enforceable against the party in accordance with their respective terms.

With respect to questions of fact, we have relied, without independent inquiry or verification by us, solely upon (a) the representations and warranties set forth in Agreement, (b) written and oral certificates and representations of members and managers of SPL and general partners of Licensee, and (c) certificates of public officials, and we do not opine in any respect as to the accuracy of any such facts. We have conducted no independent investigation whatsoever of any factual matter. Certain of the opinions given herein are qualified by the phrases "best of our knowledge," "to our knowledge," "known to us" or similar phrases. In each such case, such knowledge refers only to the actual existing knowledge of attorneys in our firm involved in representing SPL and Licensee in the preparation of this opinion with only such investigation as is specifically referred to in this opinion, without any further investigation or inquiry. Such terms do not include any knowledge of other attorneys within our firm or any constructive or imputed notice of any matters or items of information. When a statement in this opinion is made "to our knowledge," it means that none of the attorneys in our firm involved in representing SPL and Licensee in the preparation of this opinion has actual existing knowledge that the statement is false; it does not mean that any of such attorneys necessarily has actual existing knowledge of facts that would suggest the statement as true.

This opinion is limited to the laws of the State of Maryland, the Commonwealth of Virginia, and the federal law of the United States of America (collectively, "Applicable Law"), except that Applicable Law includes only laws and regulations that a lawyer exercising customary professional diligence would reasonably recognize as being directly applicable to the transactions contemplated by the Agreement and excludes those set forth in Section 19 of the Legal Opinion Accord of the American Bar Association Section of Business Law (1991). We note that the Agreement is governed by the laws of the State of New York. We are not admitted to practice in the State of New York, and we have assumed, with your consent, without independent investigation, that the relevant laws of the State of New York are identical in all respects to the laws of the State of Maryland. We express no opinion as to choice of law or conflicts of law rules or the laws of any states or jurisdictions other than as specified above.

Attn: Mr. D. Wayne Elmore

Statements in this opinion as to the enforceability of the Agreement are subject to limitations imposed by bankruptcy, insolvency, reorganization, moratorium or similar laws and related court decisions of general applicability relating to or affecting creditors' rights generally and to the application of general equitable principles.

In addition, without limitation of any of the foregoing, we express no opinion herein as to (i) any provision of the Agreement that provides for indemnification to the extent such provision may be limited by applicable law, (ii) any consents of third parties that may be required in connection with the transfer and assignment of any of the Assets or the effects of the failure to have obtained any such consents that may be required, (iii) federal or state securities or "Blue Sky" laws, (iv) bulk transfer or sales laws, (v) matters arising under the Communications Act of 1934, as amended, or the laws, rules, regulations or policies of the Federal Communications Commission, (vi) antitrust laws; (vii) the application of equitable principles in any proceeding, whether at law or in equity; (viii) choice of law provisions; (ix) forum selection clauses and consent to jurisdiction clauses (both as to personal jurisdiction and subject matter jurisdiction) or any waiver of rights with respect thereto; (x) generally applicable rules of law that limit the enforceability of provisions releasing, exculpating or exempting a party from, or requiring indemnification of a party for, liability for its own action or inaction, to the extent the action or inaction involves gross negligence, recklessness, willful misconduct or unlawful conduct; (xi) provisions that attempt to change or waive rules of evidence or fix the method or quantum of proof to be applied in litigation, arbitration or similar proceedings; (xii) any federal or statute statutes, regulations, orders and restrictions relating to environmental, occupational health or safety laws and any rules or regulations in respect thereto; (xiii) any matters relating to title or the state of title to any real or personal property; and (xiv) provisions that purport to prevent oral modification or waivers.

Based upon the foregoing, subject to the assumptions, limitations and exceptions contained herein, we are of the opinion that:

1. SPL is a limited liability company duly organized and validly existing under the laws of the Commonwealth of Virginia. SPL has the requisite power and authority to execute, deliver and perform the Agreement.
2. Licensee is a limited partnership duly organized and validly existing under the laws of the Commonwealth of Virginia. Licensee has the requisite power and authority to execute, deliver and perform the Agreement.
3. The execution, delivery and performance by SPL and Licensee of the Agreement and the Accompanying Documents and the consummation by SPL and Licensee of the transactions contemplated thereby have been duly

Attn: Mr. D. Wayne Elmore

and validly authorized by all necessary action on the part of SPL and Licensee.

4. The Agreement and the Accompanying Documents have been duly and validly executed and delivered by SPL and Licensee, and the Agreement and the Accompanying Documents constitute a legal, valid and binding agreement of SPL and Licensee enforceable against SPL and Licensee in accordance with its terms.

5. The execution, delivery and performance by SPL and Licensee of the Agreement and the Accompanying Documents and the transactions contemplated thereby do not and will not (i) conflict with or result in a breach of the Articles of Organization of SPL or the Agreement of Limited Partnership, as amended, of Licensee, as in effect immediately prior to the Closing; or (ii) conflict with or result in a breach of or default under any material agreement to which SPL or Licensee is a party of which we have knowledge or any material federal state or local law, rule, or regulation or court or administrative order.

6. To our knowledge, there is no decree judgment, order, investigation or litigation, at law or in equity, or proceeding, pending to which SPL or Licensee is a party relating to the Stations or the Stations' Assets.

We express no opinion as to the effect of the violation of any law or regulation that may be applicable to SPL and Licensee as a result of the involvement of parties other than SPL and Licensee in the transactions contemplated by the Agreement because of the legal or regulatory status of such other parties or because of any other facts specifically pertaining to any of them.

The information set forth herein is as of the date hereof. We assume no obligation to advise you of changes that may thereafter be brought to our attention. Our opinions are based on statutory provisions and judicial decisions in effect at the date hereof, and we do not opine with respect to any law, regulation, rule or governmental policy that may be enacted or adopted after the date hereof nor assume any responsibility to advise you of future changes in our opinions.

This letter is solely for your information in connection with the consummation of the transactions contemplated by the Agreement and is not to be reproduced, quoted, in whole or in part, or otherwise referred to in any of your financial statements or public releases, nor is it to be filed with any governmental agency or relied upon by any other

Communications Corporation of America
[Closing Date]
Page 5 of 5

Attn: Mr. D. Wayne Elmore

person or for any purposes whatsoever without the prior written consent of a member of this firm other than lenders providing financing to you in connection with the transactions contemplated by the Agreement.

Very truly yours,

THOMAS & LIBOWITZ, P.A.

CRB/jrh

F:\COMMON\CLIENTS\Open\010415\0821Agris\Purchasers Opinion 002 Clean.doc