

SERVICING AGREEMENT

Sinclair Television of Nashville, Inc. ("STN"), Nashville License Holdings, LLC, a Delaware limited liability company ("License Holdings"), and Nashville Broadcasting Limited Partnership, a Tennessee limited partnership ("NBLP" and, collectively with License Holdings, referred to herein as "Lambert"), hereby enter into this Servicing Agreement (this "Agreement") dated as of May 1, 2002. License Holdings, NBLP and STN are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, STN operates, pursuant to certain asset use and operating agreements with the holders of the authorizations issued by the Federal Communications Commission (the "FCC"), Television Stations WZTV and WUXP (the "STN Stations") licensed in the Nashville, Tennessee market, and is experienced in the management and operation of commercial television stations;

WHEREAS, Lambert is the licensee and owner, pursuant to authorizations issued by the FCC, of Television Station WNAB (the "Licensee Station") licensed in the Nashville, Tennessee market;

WHEREAS, over the last several years, the Licensee Station has experienced severe and substantial economic difficulties resulting in continuing economic losses and is in need of assistance with regard to certain aspects of its business operations;

WHEREAS, the STN Stations and Licensee Station are sometimes referred to herein collectively as the "Stations";

WHEREAS, during the Term of this Agreement, Lambert wishes to retain STN to provide certain non-programming related operational services on its behalf for the Licensee Station subject to the terms and conditions of this Agreement and all in conformity with the policies and procedures of Lambert (as they relate specifically to the Licensee Station) and the rules, regulations, and policies of the FCC;

WHEREAS, none of the services to be provided by STN to the Licensee Station hereunder are intended to abrogate Lambert's exclusive authority and duty, as the owner and FCC licensee of the Licensee Station, to manage and control programming on the Licensee Station and manage and control the day-to-day operations of the Licensee Station;

WHEREAS, STN agrees to provide the services to Lambert in conformity with the terms and conditions of this Agreement, the policies and procedures of Lambert (as they relate specifically to the Licensee Station) and all rules, regulations, and policies of the FCC; and

WHEREAS, it is the Parties' expectation that by entering into this Agreement the operational efficiencies of the Licensee Station will improve and economies of scale will be achieved, resulting in an increase in the operating income to the Licensee Station and in the preservation of the Licensee Station as a viable business enterprise serving the Nashville, Tennessee market.

NOW, THEREFORE, IN CONSIDERATION OF the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

1. **Provision of Services.**

a. **Services.** Consistent with the Communications Act of 1934, as amended (the "Act") and the rules, regulations, and policies of the FCC, STN shall, during the Term (as hereinafter defined in Section 4 of this Agreement), provide to Lambert the following services for the Licensee Station (the "Services"):

- (i) sale of advertising time on the Licensee Station;
- (ii) the performance of administrative, operational and business functions as requested by Lambert (other than with respect to programming, but including the coordination of traffic and billing functions) or as specifically provided in this Agreement;
- (iii) consultation services regarding programming, including, where applicable, news and public affairs programming;
- (iv) the supplying of accounting, bookkeeping and related services;
- (v) assistance in the monitoring, maintenance, repair, and replacement of the Licensee Station's technical equipment and facilities;
- (vi) assistance with the negotiation of retransmission consent agreements with cable, satellite, and other multi-channel video providers;
- (vii) consultation services and assistance in the construction of the Licensee Station's digital television ("DTV") facilities as authorized by the DTV Permit (as hereinafter defined);
- (viii) consultation services and assistance in the construction of the Licensee Station's analog facilities authorized by the Analog Permit (as hereinafter defined); and
- (ix) provision of sufficient office and studio space at the facilities of STN to permit Lambert to comply with the FCC's main studio rule and to perform its obligations under this Agreement.

b. **Station Assets.** In order to accommodate the provision of the Services by STN, Lambert agrees to make available to STN (subject to any lease and/or financing agreements applicable thereto) for use without fee or charge all facilities and equipment of the Licensee Station, other than facilities and equipment reserved for use by the employees of Lambert described in Section 5.a.(ii). All facilities and equipment of the Licensee Station shall be appropriately tagged to indicate Lambert's ownership thereof.

c. **Lambert Authority and Control.** STN shall provide the Services subject to (i) Lambert's absolute right and duty to control and manage the Licensee Station's programming

and Lambert's own personnel and finances, and (ii) the Act and the rules, regulations and policies of the FCC. STN recognizes that Lambert is, and at all times shall be, responsible for the Licensee Station's programming and Lambert's own personnel and finances, and nothing in this Agreement is intended to detract from that responsibility.

d. **Acquisition of Assets After the Effective Date.** In the event STN acquires equipment, facilities, or other assets (collectively, the "After Acquired Assets") in order to provide the Services to the Licensee Station as provided by this Agreement, such After Acquired Assets shall be the property of STN and shall be appropriately tagged to indicate STN's ownership thereof. STN agrees to make such After Acquired Assets available to Lambert for its use without fee or charge to the extent necessary for the operation of the Licensee Station.

2. **Payments.**

a. **Payments to Licensee Station.**

(i) **Initial Fee.** In consideration for the execution, delivery, and performance by Lambert of this Agreement and the right to sell all advertising time on the Licensee Station during the Initial Term, STN shall pay to NBLP during the Initial Term (as defined in Section 3 of this Agreement) a fee (the "Initial Fee") for each calendar month equal to

The current financing facilities of the Licensee Station in effect as of the date of this Agreement are described on Schedule 2.a.(i).

(ii) **Extension Fee.** During any Extension Term (as defined in Section 3 of this Agreement), in consideration of the right to sell all advertising time on the Licensee Station during the Extension Term, STN shall pay Lambert a fee (the "Extension Fee") for each calendar month

(iii) **Payment of Fees and Expenses.** On or before the first day of each calendar month during the Term, STN shall pay Lambert the estimated amount of the Initial Fee or Extension Fee, as applicable,

Lambert shall send to STN any documentation concerning the amounts shown on the such bill that STN reasonably requests. If the estimated Initial Fee or Extension Fee paid to Lambert at the beginning of any calendar month was greater than the actual Initial Fee or Extension Fee for such calendar month, then the amount of the excess shall be offset against the amount of the estimated Initial Fee or Extension Fee to be paid by STN for the calendar month immediately following the calendar month during which the excess was determined. If the estimated Initial Fee or Extension Fee paid to Lambert at the beginning of any calendar month was less than the actual Initial Fee or Extension Fee for such calendar month, then the amount of the shortfall shall be paid by STN to Lambert along with the estimated Initial Fee or Extension Fee for the calendar month immediately following the calendar month during which the shortfall was determined.

(iv) **Broadcast Cash Flow.** Within seventy-five (75) days following the end of each calendar month during any Extension Term, STN will prepare and deliver to Lambert a report (the "BCF Report") setting forth STN's calculation of the Broadcast Cash Flow of the Licensee Station for such calendar month. For purposes of this Agreement, the term "Broadcast Cash Flow" is defined as broadcast operating income of the Licensee Station, determined in accordance with generally accepted accounting principles consistently applied, adjusted as follows:

(v) **Rights of Audit, Review and Inspection.** At all times during the Term and for six (6) months following the termination of this Agreement, each Party shall have the right, upon prior written request to the other, to review and audit all of the books and records of such Party relating to the BCF Report and the applicable Extension Fee. Any such review must take place during normal business hours Monday through Friday.

(vi) **Rights of Objection to Broadcast Cash Flow Calculation.** On or prior to the 30th day after Lambert's receipt of any BCF Report, Lambert may give STN a written notice (an "Objection Notice") indicating its objections to the applicable BCF Report. If Lambert fails to deliver an Objection Notice within such thirty (30) day period, then the applicable BCF Report will be conclusive and binding upon the Parties hereto. If Lambert gives a timely Objection Notice, then Lambert and STN will negotiate in good faith to resolve their disputes regarding such BCF Report. If the Parties are unable to resolve all disputes regarding such BCF Report on or prior to the thirtieth (30th) day after an Objection Notice is given, then the Parties shall retain a qualified accounting firm (either by mutual agreement or by random choice after eliminating any such firm which is conflicted or otherwise unable to participate) (the "Independent Accounting Firm") to resolve the dispute as soon as practicable, and in any event within thirty (30) days. The Broadcast Cash Flow for the applicable period determined by the Independent Accounting Firm will be conclusive and binding upon the Parties hereto and will constitute the Broadcast Cash Flow for such applicable period for all purposes of this Section 2. The fees and expenses of the Independent Accounting Firm in connection with its review of any BCF Report shall be paid one-half (1/2) by STN and one-half (1/2) by Lambert.

(vii) **Payment for Program Rights.** Notwithstanding anything to the contrary contained herein, cash payments for program content rights relating to the Licensee Station which were contractually due prior to the Effective Date shall for all purposes be treated as relating to the period following the Effective Date if, and only if, such payments were ninety (90) days or less past due as of the Effective Date.

(viii) **Adjustments to Fees.** Payments by STN of the Initial Fee or Extension Fee pursuant to this Section 2.a may be reduced by the amount of any Lost Revenue in accordance with Section 5.a.(i), by any Excess Trade Liabilities in accordance with Section 9.a, and by any Vendor Debt paid by STN on Lambert's behalf in accordance with Section 2.c.

b. **STN's Right to Revenues.**

(i) **Revenues During the Initial Term.** In consideration of the payment of the Initial Fee, the provision of Services, and the other undertakings of STN under this Agreement, STN shall be entitled to collect and retain all of the operating revenues of the Licensee Station during the Initial Term.

(ii) **Revenues During the Extension Term.** In consideration of the payment of the Extension Fee, the provision of Services, and the other undertakings of STN under this Agreement, STN shall be entitled to collect and retain all of the operating revenues of the Licensee Station during the Extension Term.

c. **Direct Payment of Obligations.** STN may undertake to pay on Lambert's behalf any liabilities to be incurred by Lambert under existing contracts relating to the Licensee Station and other contracts entered into by Lambert in performing its obligations hereunder and in operating the Licensee Station (other than the contracts listed on Annex A to Schedule 2.a and other programming agreements, network affiliation agreements, and transmitter site leases). Any such liabilities paid directly by STN on Lambert's behalf shall not constitute Out-of-Pocket Expenses for purposes of calculating the Initial Fee or Extension Fee or any estimate thereof. If

STN pays directly on Lambert's behalf any liability that relates to the period prior to the Effective Date, including any such liability that was required to have been paid by Lambert as of the Effective Date pursuant to Section 9.h but was not paid (the "Vendor Debt"), and Lambert does not dispute the amount of such liability, then STN may offset the amount of such liability paid by it against the amount of the Initial Fee or Extension Fee to be paid by STN.

3. **Material Considerations.** Except to the extent inconsistent with law or the rules and regulations of any governmental agency, during the Term each of the following undertakings by STN shall require the prior consent of, and prior consultation with, Lambert:

a. STN's assistance in the setting of annual budgets for Lambert's operation of the Licensee Station (as more specifically addressed in Section 10 of this Agreement); and

b. determining the necessity for, and amount of, any single capital expenditure for the Licensee Station; provided, Lambert's consent shall not be required by STN to make capital expenditures in any calendar year which were provided for in a budget previously approved by Lambert or that do not exceed,

4. **Term.**

(a) The initial term (the "Initial Term") of this Agreement shall be for sixty three (63) consecutive calendar months from May 1, 2002 (the "Effective Date"). The Initial Term may be extended for two (2) additional terms of five (5) years each at the option of STN on sixty (60) days prior written notice to Lambert. Any period during which this Agreement is in effect following the expiration of the Initial Term is referred to herein as the "Extension Term." The Initial Term and any Extension Term are sometimes collectively referred to herein as the "Term."

(b) Notwithstanding the foregoing,

(i) if on the date on which the Initial Term or either Extension Term would otherwise expire in accordance with the immediately preceding paragraph, an Exercise Notice, as defined in the Option Agreement for the Purchase of Non-License Assets of even date herewith (the "Option Agreement"), or a Put Notice, as defined in the Put Agreement for the Purchase of Non-License Assets of even date herewith (the "Put Agreement"), shall have been delivered and the closing under the Option Agreement or the Put Agreement, as applicable, shall not have occurred or been abandoned and the Exercise Notice or Put Notice has not been withdrawn, then the Initial Term or the Extension Term, as applicable, shall be automatically extended until closing has occurred (in which event paragraph (ii) below shall apply) or been abandoned or the Exercise Notice or the Put Notice has been withdrawn; and

(ii) if at any time during which this Agreement is in effect the closing under the Option Agreement or the Put Agreement occurs, then the Term of this Agreement shall be extended until twenty years following the last day of the calendar month during which such closing occurs; if such closing occurs during the Initial Term, then the Initial Term shall be extended until the last day of the calendar month during which such closing occurs and the Extension Term shall commence on the first day of the subsequent calendar month.

5. **Licensee Station Operations.**

a. **Licensee Station Operations.**

(i) During the Term, notwithstanding the Services rendered by STN, Lambert shall retain exclusive authority, power and control over the Licensee Station's programming and Lambert's own personnel and finances. If, however, Lambert elects to preempt any previously scheduled commercial programming during the Term in favor of replacement commercial programming from which Lambert will receive revenue or economic benefit, then, to the extent that STN suffers a loss of revenue ("Lost Revenue") from its inability to broadcast advertising spots that were sold for broadcast on such preempted programming, deduct from the payment of any Initial Fee or Extension Fee the amount of such Lost Revenue. This provision shall not apply to Lambert's preemption of commercial programming in favor of non-commercial programming that Lambert deems appropriate to meet the needs and interests of the Licensee Station's community of license and service area or to the exercise by Lambert of its rights under Section 5.(c).(ii) to suspend or cancel any commercial announcement or promotional material that it deems to be unsatisfactory or unsuitable or contrary to the public interest.

(ii) During the Term, Lambert shall employ at the Licensee Station's main studio location, at least two (2) full-time employees (or such greater number of employees as may be required by any change in applicable law), including a station manager and a staff level employee who will report and be accountable to Lambert. The names of the employees anticipated to fulfill these functions at the commencement of the Term are set forth on Schedule 5.a(ii) hereto.

(iii) During the Term, Lambert shall retain sole responsibility for the selection, development, and acquisition of any and all programming to be broadcast over the Licensee Station, as well as the payment therefor, subject to Lambert's right to reimbursement for Out-of-Pocket Expenses in accordance with Section 2. To that end, Lambert shall (a) have exclusive authority for the negotiation, preparation, execution and implementation of any and all programming agreements for the Licensee Station, and (b) retain and hire or utilize whatever employees Lambert reasonably deems appropriate or necessary to fulfill those programming functions. STN shall have no involvement in the determination of such programming decisions and activities (except to the extent of providing commercial matter to be broadcast over Licensee Station and such other functions described in this Agreement).

(iv) When engaged in providing the Services, any employees of STN shall be subject to the supervision of the Licensee Station's management personnel.

(v) Lambert shall be solely responsible for and shall pay in a timely manner (subject to Section 2.c) all operating costs of the Licensee Station, including, but not limited to, program film payments, the cost of electricity and other utilities, rental payments, taxes, and the salaries, taxes, insurance and related costs for all personnel employed by Lambert, subject to Lambert's right to reimbursement for Out-of-Pocket Expenses in accordance with Section 2.

b. **Lambert's Responsibilities.**

(i) **Overall Compliance.** During the Term, Lambert shall take all necessary actions to maintain and preserve the FCC Licenses (as defined in Section 7.a.). Lambert shall be responsible for Licensee Station's compliance with all applicable provisions of the Act, the rules, regulations and policies of the FCC, and all other applicable laws. STN shall take such actions as Lambert may reasonably request to assist Lambert in maintaining the Licensee Station's compliance with the Act, the rules, regulations and policies of the FCC, and all other applicable laws. Notwithstanding any other provision of this Agreement to the contrary, STN recognizes that Lambert has certain obligations to operate the Licensee Station in the public interest and to broadcast programming to meet the needs and interests of the Licensee Station's community of license and service area. Nothing in this Agreement shall abrogate or limit the unrestricted authority of Lambert to discharge its obligations to the public and to comply with the Act and the rules, regulations and policies of the FCC, and Lambert shall have no liability or obligation to STN for taking any action that Lambert deems necessary or appropriate to discharge such obligations or comply with the Act and such laws, rules, regulations, or policies. Lambert shall undertake, to the extent practicable, to consult with STN before preempting any previously scheduled commercial programming.

(ii) **Political Advertising.** Lambert shall oversee and shall have ultimate responsibility for the Licensee Station's compliance with the political broadcasting rules, regulations and policies of the FCC and Sections 312 and 315 of the Act or any similar provision that may be enacted during the Term imposing a duty upon a broadcast station licensee with respect to the 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. At Lambert's request, STN shall cooperate and consult with Lambert, at STN's expense, to assist Lambert in complying with the Act and the political broadcasting rules, regulations and policies of the FCC. STN shall supply such information promptly to Lambert as Lambert reasonably deems necessary or useful to comply with the lowest unit charge and other applicable political broadcast requirements. To the extent that Lambert deems it necessary or appropriate, STN shall release advertising availabilities to Lambert to permit the Licensee Station to comply with the political broadcasting rules, regulations and policies of the FCC and Sections 312 and 315 of the Act or any similar provision which may be enacted during the Term imposing a duty upon broadcast station licensees with regard to the broadcast of political advertising or programming.

c. **STN's Responsibilities.**

(i) **Provision of Advertising Information.** STN shall, upon request by Lambert, promptly provide Lambert with such information concerning advertising aired on the Licensee Station as is necessary to enable Lambert to fulfill its obligations under the Act or FCC rules, regulations and policies or to enable Lambert to verify independently Licensee Station's compliance with any and all laws, rules, regulations, or policies applicable to the Licensee Station's operations.

(ii) **Suitability of Commercial Matter.** All advertising spots and promotional material or announcements produced by STN and broadcast on the Licensee Station shall comply with all applicable federal, state, and local laws, regulations and policies and shall be produced in accordance with quality standards established by STN. If Lambert determines

that commercial announcement or promotional material supplied by STN to Licensee Station is for any reason, in the exercise of Lambert's sole discretion, unsatisfactory or unsuitable or contrary to the public interest, Lambert may suspend or cancel such commercial announcement or promotional material or delete any material contained in such commercial matter or promotional materials upon written notice to STN, provided that, if written notice is impossible or impractical, Lambert shall promptly notify STN of its determination. STN shall not represent, warrant or hold itself out as the owner or licensee of the Licensee Station and shall sell all of the advertising time on the Licensee Station and enter into all related agreements in its own name.

6. **Representations and Warranties.**

a. **STN's Representations and Warranties.** STN makes to Lambert the representations and warranties set forth on Schedule 6.a to this Agreement, as of the date of this Agreement.

b. **Lambert's Representations and Warranties.** Lambert makes to STN the representations and warranties set forth on Schedule 6.b to this Agreement, as of the date of this Agreement.

7. **Lambert Covenants.**

Lambert covenants that at all times during the Term:

a. **Licenses, Permits, and Authorizations.** Lambert shall hold and maintain all licenses and other permits and authorizations material to the operation of the Licensee Station, including, but not limited to, the Licensee Station's FCC authorizations, licenses and permits (the "FCC Licenses"), and the FCC Licenses, or suitable replacements therefor, are and will be in full force and effect throughout the Term.

b. **Actions.** Except as otherwise permitted by this Agreement, Lambert shall not take any action or unreasonably omit to take any action which would have a material adverse effect upon the assets, business or operations of the Licensee Station.

c. **Reports/Renewals.** Lambert shall file all reports and applications, including any renewal applications, required to be filed by Licensee Station with the FCC or any other governmental body in a timely and complete manner and pay any filing or regulatory fees in connection therewith.

d. **Facilities.** Lambert shall be responsible for ensuring that the facilities of the Licensee Station are operated and maintained in accordance with good engineering practice and comply in all material respects with the engineering requirements set forth in the FCC Licenses, the Act and the rules, regulations and policies of the FCC.

e. **Title.** Lambert shall maintain good title to all of the tangible assets and properties owned by Lambert and used in the operation of the Licensee Station, except (i) assets that are no longer used in the operations of the Licensee Station, and (ii) assets that are replaced with assets of equivalent utility that are acquired after the Effective Date.

f. **Insurance.** Lambert shall maintain replacement cost casualty and liability insurance and property insurance on all of its tangible assets and properties used in the operation of the Licensee Station, general liability insurance, and workers compensation insurance in such amounts and on such terms and conditions that are ordinary and customary in the broadcast industry.

g. **Licensee Station Operation.** Lambert shall use all reasonable efforts to operate the Licensee Station at its maximum authorized power with its antenna center of radiation at its full-authorized height above ground and above average terrain.

h. **Proprietary Information.** Except as may be required by law or administrative regulation, Lambert shall not disclose to any third party any sales or other proprietary information of STN of which it becomes aware.

i. **Budget.** Lambert shall cause the management of the Licensee Station to consult with STN's management on at least a monthly basis (or at such longer intervals as Lambert may elect) to review the performance of the Licensee Station and to discuss any necessary modifications to the Licensee Station's current operating budget as may become necessary due to changing market conditions or otherwise.

j. **Employees.** Except as provided otherwise in this Agreement, during the Term Lambert shall pay, discharge, and be responsible for (i) all salary and wages arising out of or relating to the employment of its employees at the Licensee Station, and (ii) any employee benefits arising under the benefit plans of Lambert, subject to Lambert's right to reimbursement for Out-of-Pocket Expenses in accordance with Section 2.

k. **Adverse Developments.** Lambert shall promptly notify STN of any unusual or material adverse developments that occur during the Term hereof with respect to Lambert's ownership and operation of the Licensee Station; provided, however, that Lambert shall not be in breach of this Section 7.k. for failure to notify STN of developments known to STN.

8. **STN Covenants.**

STN covenants that at all times during the Term:

a. **Actions.** Except as otherwise permitted by this Agreement, STN shall not take any action or unreasonably omit to take any action which would have an adverse effect upon the Licensee Station or upon any Party's ability to perform this Agreement.

b. **Reports.** STN shall assist Lambert in filing all reports and applications required to be filed by Licensee Station with the FCC or any other governmental body in a timely and complete manner.

c. **Facilities.** STN shall take all actions reasonably requested by Lambert to maintain the facilities of the Licensee Station in accordance with good engineering practice and in compliance in all material respects with the engineering requirements set forth in the FCC Licenses, the Act and the rules, regulations and policies of the FCC.

d. **Insurance.** STN shall maintain replacement cost casualty and liability insurance and property insurance on all of its assets and properties used in providing the Services, general liability insurance and workers' compensation insurance in such amounts and on such terms and conditions that are ordinary and customary in the broadcast industry.

e. **Maintenance and Operations.** STN shall take all actions reasonably requested by Lambert to maintain the operation of the Licensee Station at its maximum authorized power, with its antenna center of radiation at its full-authorized height above ground and above average terrain.

f. **Proprietary Information.** Except as may be required by law or administrative regulation, STN shall not disclose to any third party any sales or other proprietary information of Lambert or Licensee Station.

g. **Budget.** STN shall cause the management of STN to meet with Lambert's management on at least a monthly basis (or such longer intervals as Lambert may elect) to review the performance of the Licensee Station and to discuss any necessary modifications to the Licensee Station's current operating budget or operations as may become necessary due to changing market conditions or otherwise.

h. **Employees.** During the Term, STN shall pay, discharge, and be responsible for (i) all salary and wages arising out of or relating to its employment of any of its employees providing the Services (including any Transferred Employees), and (ii) any employee benefits arising under the benefit plans of STN.

9. **Additional Covenants.**

a. **Prior Contract Commitments.** Schedule 9.a contains a list and amount of all existing contractual commitments for commercial advertising time to be aired on the Licensee Station (other than cash commitments for commercial advertising time) that will be continuing obligations of the Licensee Station during the Term. In providing the Services and selling advertising time on the Licensee Station, STN shall honor all such commitments as well as all other commitments for commercial advertising time to be aired on the Licensee Station during the Term (for cash or trade) (collectively "Advertising Contracts"). Notwithstanding anything herein to the contrary, in the event that STN honors trade liabilities of Lambert

it may set off the amount of such Excess Trade Liabilities so honored, dollar for dollar, against payment of the Initial Fee or Extension Fee in accordance with Section 2.a.(viii).

b. **Sale Forces.** In providing the Services, except upon written notice to, and after consultation with Lambert, STN shall, at all times, maintain a separate sales force employed by STN for the Licensee Station.

c. **Employees.**

(i) On the Effective Date, STN shall offer employment to those employees of the Licensee Station listed on Schedule 9.c hereto, at a comparable salary and position as held by

each such employee immediately prior to the Effective Date (such employees who are given and accept such offers of employment are referred to herein as the "Transferred Employees").

(ii) STN shall cause all Transferred Employees as of the Effective Date to be eligible to participate in any "employee welfare benefit plans" and "employee pension benefit plans" (as defined in Section 3(1) and 3(2) of ERISA, respectively) of STN in which similarly situated employees of STN are generally eligible to participate; provided, however, that, subject to length of service requirements, waiting periods, vesting periods or similar requirements, all Transferred Employees and their spouses and dependents shall be eligible for coverage immediately after the Effective Date (and shall not be excluded from coverage on account of any preexisting condition) under such plans.

(iii) For purposes of any length of service requirements, waiting periods, vesting periods, or differential benefits based on length of service in any such plan for which a Transferred Employee may be eligible after the Effective Date, STN shall insure that, to the extent permitted by law, service by such Transferred Employee with Lambert or any prior owner of the Licensee Station shall be deemed to have been service with STN. In addition, STN shall insure that each Transferred Employee receives credit under any welfare benefit plan of STN for any deductibles or co-payments paid by such Transferred Employee and his/her dependents for the current plan year under a plan maintained by Lambert. STN shall grant credit to each Transferred Employee for all sick leave in accordance with the policies of STN applicable generally to its employees after giving effect to service for Lambert as service for STN.

(iv) From and after the Effective Date, STN shall pay, discharge, and be responsible for all salary, wages, and benefits arising out of or relating to the employment of the Transferred Employees by STN on and after the Effective Date.

d. **Accounts Receivable.**

(i) As soon as practicable after the Effective Date, Lambert shall deliver to STN a complete and detailed list of all the rights of Lambert as of the Effective Date to payment for the sale of advertising time and other goods and services by the Licensee Station prior to the Effective Date (the "Accounts Receivable"). During the Collection Period (as hereinafter defined), STN shall use commercially reasonable efforts as Lambert's agent to collect the Accounts Receivable in the usual and ordinary course of business, using credit, sales and other appropriate personnel in accordance with customary practices, which are not required to include referral to a collection agency. Notwithstanding the foregoing, STN shall not be required to institute legal proceedings on Lambert's behalf to enforce the collection of any Accounts Receivable and, except to the extent resulting from STN's material breach of the terms of this Section 8.d., STN shall not have any liability whatsoever under this Section 9.d. as a result of STN's failure to collect any Accounts Receivable during the period beginning on the Effective Date and ending August 31, 2002 (the "Collection Period"). STN shall not adjust any Accounts Receivable or grant credit with respect thereto without Lambert's written consent, and STN shall not pledge, secure, or otherwise encumber such Accounts Receivable or the proceeds therefrom. Within twenty (20) days following the end of each calendar month during the Collection Period, STN shall furnish Lambert with a report of all amounts collected, together with its check for payment thereof, with respect to the Accounts Receivable during the applicable period.

(ii) Any payments received by STN during the Collection Period from any Person that is an account debtor with respect to any account disclosed in the list of Accounts Receivable delivered by Lambert to STN shall be applied first against the invoice, if any, as specified by the account debtor and second against an account disclosed in such list unless and to the extent that the account is disputed by the account debtor. During the Collection Period, neither Lambert nor any other agent of Lambert shall make any direct solicitation of the account debtors for payment without STN's written consent.

(iii) At the conclusion of the Collection Period, STN shall have no further obligation with respect to the collection of any Accounts Receivable.

e. **Proration.** For purposes of this Agreement, Out-of-Pocket Expenses incurred by Lambert will be allocated between particular calendar months or to periods before or after the Term of this Agreement, as applicable and in accordance with generally accepted accounting principles; provided, however, that (i) film costs relating to the period prior to the Effective Date shall be allocated to the period after the Effective Date to the extent such obligations were less than ninety (90) days past due as of the Effective Date, and (ii) film costs relating to the period after the Effective Date shall be allocated to the period ending after the termination of this Agreement to the extent such obligations were less than ninety (90) days past due as of the date of termination of this Agreement.

f. **Assumption of Liabilities and Obligations.** On the Effective Date, STN shall assume and undertake to pay, discharge, and perform on Lambert's behalf all obligations and liabilities of Lambert under the Advertising Contracts to the extent that the obligations and liabilities relate to the time on and after the Effective Date with respect to the Licensee Station. Except to the extent provided to the contrary herein, STN shall not be required to pay, discharge or perform any other obligations or liabilities of Lambert, including, without limitation, (i) any obligations or liabilities under the Contracts relating to the period prior to the Effective Date, (ii) any claims (whether asserted or not) or pending litigation or proceedings relating to the operation of the Licensee Station prior to the Effective Date, (iii) any obligations or liabilities of Lambert under any management incentive, employee pension, retirement, or other benefit plans, (iv) any obligations or liabilities of Lambert under any collective bargaining agreements, (v) except as provided in Section 9.c. or Section 10.b., any obligation to any employee of the Licensee Station for severance benefits, retention payments, or sick leave accrued prior to the Effective Date, (vi) any credit agreements, note purchase agreements, indentures, capital leases, or other financing arrangements, or (vii) any non-ordinary course of business obligations or liabilities caused by, arising out of, or resulting from any action or omission of Lambert, and all such obligations and liabilities shall continue to be paid, discharged, and performed by Lambert.

g. **Technical Assistance and Consultation.** All technical assistance and consultation services provided by STN pursuant to Section 1.a.(v), Section 1.a.(vii) and Section 1.a.(viii) shall be conducted under the supervision and authority of Lambert as follows: STN shall specify for purchase or lease by STN of the equipment, supplies and materials necessary or appropriate for the construction and installation of the facilities authorized by the Analog Permit and the DTV Permit. STN shall construct and/or install such facilities as promptly as practicable in compliance with the terms and conditions of the Analog Permit and the DTV Permit and all other laws, rules and regulations including without limitation any construction deadlines

specified in the Analog Permit or the DTV Permit, as the case may be. STN shall oversee the completion of such construction and installation using its best skill and attention and ensure that all such work complies with all applicable laws, including without limitation, the Act and the rules, regulations and policies of the FCC and the Federal Aviation Administration. Upon completion of such construction and installation, STN shall make available to Lambert for use without fee or charge the equipment purchased by STN and necessary for the operation of the facilities authorized by the DTV Permit and the Analog Permit. For purposes of this Agreement, "DTV Permit" shall mean that certain Digital Television Broadcast Station Construction Permit issued by the FCC to License Holdings on February 2, 2001, FCC File No. BPCDT-19991014ABF. For purposes of this Agreement, "Analog Permit" shall mean that certain Television Broadcast Station Construction Permit issued by the FCC to License Holdings on April 4, 2002, FCC File No. BPCT- 20020215ABA.

h. **Pay-Off of Liabilities and Obligations.** Lambert shall, as of the Effective Date, have paid all the liabilities and performed all of the obligations to be performed under (i) all film and programming agreements to the extent such liabilities and obligations were less than ninety (90) days past due as of the Effective Date, and (ii) all other agreements relating to the License Station to the extent such liabilities and obligations were due as of the Effective Date. In this regard, the due date of all payments and performances required under this Section 9.h. shall be determined in accordance with the original terms and conditions of the applicable contract.

10. **Mutual Covenants.**

a. **Budget.** The expense budget for the costs and expenses that Lambert expects to incur in operating the Licensee Station for the period beginning on the Effective Date and ending on December 31, 2002 is attached hereto as Schedule 10.a. Not later than November 30 of each calendar year during the Term of this Agreement, Lambert shall prepare (with assistance from STN pursuant to Section 8.g, subject to Section 3.a.) an expense budget for the Licensee Station for the following calendar year, setting forth in reasonable detail the costs and expenses that Lambert expects to incur in performing its obligations hereunder and in operating the Licensee Station during the upcoming calendar year, including, without limitation, the costs of all Lambert's personnel (including salaries, incentives, bonuses, benefits, and payroll services), property, equipment (including repairs and maintenance), utilities, and programming costs.

b. **Employees.** All severance liabilities and all COBRA liabilities for any employees of the Licensee Station who are not Transferred Employees and are not employees described in Section 5.a.(ii) shall be paid one-half (1/2) by STN and one-half (1/2) by Lambert.

c. **Confidentiality.** Each of the Parties shall during and after the Term continue to be bound by the provisions of the Confidentiality Letter Agreement dated July 23, 2001 and, without the prior written consent of the other Parties, shall not issue any public statement or press release or speak with any members of the press regarding this Agreement or the relationship contemplated hereby.

11. **Transmitter Changes.** In the event that Lambert, at any time, intends to file an application with the FCC to change the Licensee Station's transmitter location, antenna height, power, or to change the frequency or hours of operation of the Licensee Station, Lambert agrees to give ten (10) days prior written notice to STN of such proposed filing.

12. **Assignment.** STN may assign this Agreement without the consent of Lambert provided that such assignment does not relieve STN of any of its obligations or liabilities hereunder. Lambert shall not assign its rights or obligations under this Agreement to a third party without the express written consent of STN.

13. **Entire Agreement.** This Agreement constitutes the entire agreement among the Parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements, commitments, or any other understandings among License Holdings, NBLP and STN with respect to such subject matter. No provision of this Agreement shall be changed or modified, nor shall this Agreement be discharged in whole or in part except by an agreement in writing signed by the Party against whom the change, modification, or discharge is claimed or sought to be enforced, nor shall any waiver of any of the conditions or provisions of this Agreement 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.

14. **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.

15. **Notices.** All notices, requests, consents, payments, demands, and other communications required or contemplated under this Agreement shall be in writing and (a) personally delivered or sent via telecopy (receipt confirmed and followed promptly by delivery of the original), or (b) sent by Federal Express or other reputable overnight delivery service (for next business day delivery), shipping prepaid, as follows:

If to STN:

Mr. David D. Smith
c/o Sinclair Broadcast Group, Inc.
10706 Beaver Dam Road
Cockeysville, Maryland 21030
Telephone: (410) 568-1524
Fax: (410) 568-1537

Copy to:

General Counsel
Sinclair Communications, Inc.
10706 Beaver Dam Road
Cockeysville, Maryland 21030
Telephone: (410) 568-1524
Fax: (410) 568-1537

If to License Holdings or NBLP:

Nashville Broadcasting Limited Partnership
Nashville License Holdings, LLC
100 North Crescent Drive, Suite 200
Beverly Hills, California 91210
Attn: Mr. Michael Lambert
Telephone: (310) 385-4433
Fax: (310) 385-4004

Copy to:

John T. Byrnes, Esquire
Dow, Lohnes & Albertson, PLLC
1200 New Hampshire Avenue, N.W.
Washington, DC 20036-6802
Telephone: (202) 776-2000
Fax: (202) 776-2222

Either Party hereto may specify for itself a different address for the giving of notice hereunder by giving written notice to the other Party of such address change pursuant to this paragraph. Notices shall be deemed given and received at the time of receipt or completed telecopying.

16. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of Tennessee without regard to its choice of law rules.

17. **No Partnership or Joint Venture.** This Agreement is not intended to be and shall not be construed as a partnership or joint venture agreement among the Parties. Except as otherwise specifically provided in this Agreement with regard to the Services, no Party to this Agreement shall be authorized to act as agent of or otherwise represent any other Party to this Agreement.

18. **Cooperation and Further Assurances.** The Parties shall use their commercially reasonable 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, the Parties shall execute and deliver such other documents and take such other actions as any other Party hereto reasonably may request to effectuate such intent.

19. **Arbitration.** The Parties shall attempt in good faith to resolve all claims, disputes, and other disagreements arising out of or related to this Agreement. In the event that a dispute between the Parties cannot be resolved within thirty (30) days of written notice from one Party to the other Party, such dispute shall, at the request of any Party, after providing written notice to the other Party, be determined and settled by arbitration in Baltimore, Maryland in accordance with the Commercial Rules of the American Arbitration Association then in effect, the Federal Arbitration Act, 9 U.S.C. 1 *et seq.*, and the Maryland Uniform Arbitration Act, and judgment upon the award rendered by the arbitrator shall be entered in any court of competent jurisdiction. The notice of arbitration shall specifically describe the claims, disputes, or other

matters in issue to be submitted to arbitration. The Parties shall jointly select a single arbitrator who shall have the authority to hold hearings and to render a decision in accordance with the Arbitration Rules of the American Arbitration Association. If the Parties are unable to agree within ten (10) days, the American Arbitration Association shall select the arbitrator. The written decision of the arbitrator so appointed shall be conclusive and binding on the Parties and enforceable by a court of competent jurisdiction. The expenses of the arbitration shall be borne by the non-prevailing Party to the arbitration, including, but not limited to, the reasonable cost of experts, evidence, and legal counsel; such Party to be determined by the arbitrator deciding the matter. Notwithstanding the foregoing, the Parties agree to use their reasonable efforts to minimize the costs and frequency of arbitration hereunder. In addition, both Parties agree to use their reasonable efforts to cause a final decision to be rendered with respect to the matters submitted to arbitration within sixty (60) days after its submission.

20. **Severability.** It is the intent of the Parties that the transactions contemplated hereunder comply in all respects to 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 void, illegal, or invalid because of a decision or other action by any governmental or judicial 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 in all material respects the original agreement of the Parties. 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 by this Agreement.

21. **Certifications.** Lambert hereby certifies that it maintains, and shall maintain at all times during the Term, ultimate control over the Licensee Station's facilities, including specifically control over the Licensee Station's programming and Lambert's own personnel and finances.

22. **Termination.**

a. **Termination by STN.** This Agreement may be terminated by STN by written notice to Lambert if STN is not then in material default or breach hereof and either (i) any representation or warranty made by Lambert was false in any material respect when made or (ii) Lambert is in material breach of its obligations or covenants hereunder and has failed to cure such breach within thirty (30) days after Lambert receives written notice thereof from STN.

b. **Termination by Lambert.** This Agreement may be terminated by Lambert by written notice to STN if Lambert is not then in material default or breach hereof and either (i) any representation or warranty made by STN was false in any material respect when made or (ii) STN is in material breach of its obligations or covenants hereunder and has failed to cure such breach within thirty (30) days after STN receives written notice thereof from Lambert.

c. **Termination Due to Invalidity or Material Change.** Unless terminated pursuant to another provision of this Agreement, this Agreement will terminate upon the first to occur of any of the following:

(i) 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, such order or decree has not been stayed or has become final and no longer subject to further administrative or judicial review, and, if this Agreement is declared invalid or illegal in part, the Parties are unable to reform this Agreement in accordance with Section 20;

(ii) there has been a material change in FCC rules or policies, or the interpretation by the FCC thereof, that would cause this Agreement to be in violation thereof, such change is in effect and not the subject of an appeal or further administrative or judicial 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;

(iii) the mutual, written consent of both Parties; or

(iv) the closing occurs under either the Option Agreement For Purchase Of License Assets, dated as of the date hereof, between NBLP and STN, or the Put Agreement For Purchase Of License Assets, dated as of the date hereof, between NBLP and STN.

d. **STN's Additional Termination Rights.** Notwithstanding anything herein to the contrary and in addition to STN's termination rights in Section 22.a. above, STN shall have the right to terminate this Agreement in the event that Lambert 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 Lambert under any federal or state insolvency law which, if filed against Lambert, has not been dismissed within thirty (30) days thereof.

e. **Lambert's Additional Termination Rights.** Notwithstanding anything herein to the contrary and in addition to Lambert's termination rights in Section 22.b. above, Lambert shall have the right to terminate this Agreement in the event that STN 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 creditors' representative for the property or assets of STN under any federal or state insolvency law which, if filed against STN, has not been dismissed within thirty (30) days thereof.

f. **Lambert's Rights and Obligations following Termination or Expiration.** If this Agreement is terminated for any reason, other than pursuant to Section 22.c.(iv), or expires in accordance with its terms:

(i) Lambert may continue to use STN's facilities and assets (to the extent of, and consistent with, the use thereof in providing the Services immediately prior to the termination) for a period of six (6) months following the date of actual termination without regard to any continuation which occurs as a result of the immediately succeeding sentence (the "Continuation Period"). Except where this Agreement has been terminated pursuant to Section 22.c.(i) or Section 22.c.(ii), the Parties may agree that STN will continue to provide the Services

during the Continuation Period, in which event STN shall continue to provide the Services and pay the amount specified in Section 2.a.(ii) of this Agreement during the Continuation Period. If the Parties do not agree that STN will continue to provide the Services during the Continuation Period, then Lambert shall pay to STN a commercially reasonable rent (on a monthly basis in advance) for the use and occupancy of STN's facilities and assets. Lambert shall make all payments due to STN hereunder within ten (10) days following receipt of an invoice from STN for the payment of such rent.

(ii) Except for those employees of STN designated by STN upon termination of this Agreement, which employees shall be subject to the last sentence of this Section 22.f.(ii), Lambert shall have the obligation to offer employment to the employees of STN solely providing Services to the Licensee Station, including, without limitation, all of the account executives of STN exclusively selling time on the Licensee Station. The parties shall negotiate in good faith with respect to any rights of Lambert to hire any other employees of STN who are providing Services to Licensee Station. Except as provided herein, for a period of one (1) year from the termination of this Agreement, no Party hereto (or any Affiliate) will directly or indirectly solicit to employ or employ any of the employees of another Party hereto if such employees were employed by the Licensee Station at any time during the six (6) month period immediately preceding the termination of this Agreement.

(iii) Lambert shall have the obligation to purchase at the then fair market value, any equipment (including without limitation, DTV transmission equipment and any After Acquired Assets) purchased by STN for the purposes of providing the Services hereunder. Lambert and STN shall use their good faith efforts to determine mutually the fair market value of such equipment. If the Parties are unable to resolve and agree to the fair market value of the equipment within thirty (30) days following the termination or expiration of this Agreement, then Lambert and STN shall jointly designate an independent appraising firm knowledgeable and experienced in appraising and valuing equipment used in the operation of television broadcasting stations. Such appraisal firm's resolution of the fair market value shall be final and binding on the Parties. Any fees of the appraisal firm shall be paid one-half by Lambert and one-half by STN.

23. Indemnification.

a. By STN. From and after the Effective Date, STN shall indemnify and hold Lambert harmless 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 (i) STN's breach of any representation, covenant, agreement or other obligation of STN contained in this Agreement, or (ii) STN's provision of the Services to the Licensee Station (except where the Damages are caused by Lambert's negligence, recklessness, willful misconduct, or breach of its representations or obligations under this Agreement).

b. By Lambert. From and after the Effective Date, Lambert shall indemnify and hold STN harmless from and against any and all Damages arising or resulting from or relating to (i) Lambert's breach of any representation, covenant, agreement or other obligation of Lambert

contained in this Agreement, or (ii) Lambert's ownership or operation of the Licensee Station (except where the Damages were caused by STN's negligence, recklessness, willful misconduct, or breach of any representation, covenant, agreement, or other obligation contained in this Agreement).

c. **Indemnification Procedure.** Neither Lambert nor STN shall be entitled to indemnification pursuant to this Section unless such claim for indemnification is asserted in a written notice delivered to the other Party, together with a statement as to the factual basis for the claim and the amount of the claim. Together with such notice or promptly following the delivery thereof, 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. Such notice shall be given promptly following Claimant knowing or having reason to know about such claim; provided, the Indemnitor shall be relieved of a liability for Claimant's delay in providing notice only if, and to the extent, Indemnitor is adversely impacted by such failure. The Indemnitor 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' written notice of the terms of the proposed settlement thereof and permits the Indemnitor to then undertake the defense thereof), Claimant may settle such claim, action, or suit; and if Claimant is entitled to be indemnified by Indemnitor hereunder, Claimant may 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.

24. **Specific Performance; Expenses.**

a. **Specific Performance.** The Parties recognize that, given the unique nature of the Licensee Station and this Agreement, monetary damages alone may not be adequate to compensate a Party for any injury resulting from the other Party's breach. Except to the extent such action would not be permitted by the Act and the rules, regulations and policies of the FCC, each Party shall therefore be entitled, in addition to a right to seek indemnification pursuant to Section, to obtain specific performance of the terms of this Agreement. If any action for specific performance is brought by a Party to enforce this Agreement, each other Party hereby waives the defense that there is an adequate remedy at law.

b. **Expenses.** 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 reimbursed by the other Party for all reasonable expenses incurred thereby, including reasonable attorney's fees.

c. **Limitations.** Notwithstanding any of the provisions of this Agreement to the contrary, in no event shall a party be entitled to indemnification hereunder for any incidental, consequential, or punitive damages, regardless of the theory of recovery. STN and Lambert hereby agree to use reasonable efforts to mitigate any Damages which form the basis for any claim for indemnification hereunder.

**THIS AGREEMENT CONTAINS THE BINDING ARBITRATION
PROVISION THAT MAY BE ENFORCED BY THE PARTIES.**

[Signatures on Following Page]

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

SINCLAIR TELEVISION OF NASHVILLE, INC.

By: 

Name: David D. Smith

Title: President

NASHVILLE LICENSE HOLDINGS, LLC

By: Nashville Broadcasting Limited Partnership,
its sole member

By: Lambert Broadcasting of Nashville, LLC,
its general partner

By: _____

Name: _____

Title: _____

NASHVILLE BROADCASTING LIMITED
PARTNERSHIP

By Lambert Broadcasting of Nashville, LLC, its
general partner

By: _____

Name: _____

Title: _____

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

SINCLAIR TELEVISION OF NASHVILLE, INC.

By: _____


Name: _____

Title: _____

NASHVILLE LICENSE HOLDINGS, LLC

By: Nashville Broadcasting Limited Partnership,
its sole member

By: Lambert Broadcasting of Nashville, LLC,
its general partner

By:  _____

Name: Michael Lambert _____

Title: Manager _____

NASHVILLE BROADCASTING LIMITED
PARTNERSHIP

By Lambert Broadcasting of Nashville, LLC, its
general partner

By:  _____

Name: Michael Lambert _____

Title: Manager _____