

Third Modification Agreement

THIS THIRD MODIFICATION AGREEMENT (the "Modification Agreement") is dated as of October 17, 2007, and is by and among Nashville Broadcasting Limited Partnership, a Tennessee limited partnership ("Nashville, L.P."), Nashville License Holdings, LLC, a Delaware limited liability company, ("License Holdings" and together with Nashville, L.P., the "Lambert Entities") and Sinclair Television of Nashville, Inc., a Tennessee corporation ("Sinclair").

WHEREAS, the parties to this Modification Agreement are parties to the Servicing Agreement, dated May 1, 2002 (as twice previously amended, the "Servicing Agreement"); and

WHEREAS, the parties desire to amend the Servicing Agreement,

NOW, THEREFORE, IN CONSIDERATION OF the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Effective with the month beginning October 1, 2007, Section 2(a)(ii) of the Servicing Agreement shall be deleted and replaced in its entirety as follows:

"(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 equal to (A) the greater of either: (1) [REDACTED] of the Licensee Station's Broadcast Cash Flow (as defined in Section 2.a(iv) of this Agreement) during the calendar month; or (2) [REDACTED], plus (B) the amount of any Out-of-Pocket Expenses incurred by Lambert during the calendar month; provided, if in any calendar year the aggregate payments pursuant to clause (A) of this Section 2(a)(ii) are in excess of the greater of (Y) [REDACTED] (pro-rated for partial years) and (Z) [REDACTED] of the Licensee Station's Broadcast Cash Flow during such calendar year, STN shall reduce future payments hereunder to Lambert until STN has recouped such excess."

2. The Lambert Entities shall use their commercially reasonable best efforts to enter into a tolling agreement with the Federal Communication Commission (the "FCC") as soon as possible, but in no event later than [REDACTED] in order to allow the FCC to grant the license renewal of WNAB-TV without eliminating the right of the FCC to take action with respect to alleged violations of FCC rules and regulations which occurred more than one year prior to the date such license renewal occurs. To the extent as may be required by the FCC, Sinclair shall cooperate with the Lambert Entities and the FCC to obtain such tolling agreement for WNAB-TV, including if necessary joining as a party to such tolling agreement.

