# SEVENTH AMENDMENT TO TIME BROKERAGE AGREEMENT

THIS SEVENTH AMENDMENT TO TIME BROKERAGE AGREEMENT (this "Seventh Amendment") is made as of the <u>30</u><sup>th</sup> day of January, 2014, by and between by and among Sinclair Television Group, Inc. ("Sinclair"), and Deerfield Media (Reno), Inc. and Deerfield Media (Reno) Licensee, LLC (collectively "Deerfield").

# RECITALS

WHEREAS, that certain Time Brokerage Agreement dated as of August 31, 1995, as amended on December 6, 1996, June 20, 2006, May 4, 2012, June 29, 2012, November 5, 2012 and February 25, 2013 and as assigned to Sinclair and Deerfield (as amended and assigned, the "TBA") expires on December 31, 2018;

WHEREAS, Sinclair and Deerfield desire to amend the TBA to extend its Term; and

WHEREAS, Sinclair and Deerfield Media (Reno), Inc. entered into an Option Agreement dated as of May 1, 2013;

NOW, THEREFORE, in consideration of the above recitals and of the mutual agreements and covenants contained in this Seventh Amendment, Sinclair and Deerfield, intending to be bound legally, agree as follows:

#### **AGREEMENTS**

## 1. Amendment.

Section 4.1 of the TBA is hereby amended and restated in its entirety as follows:

"4.1 <u>Term.</u> Subject to the provisions for early termination contained herein, the Term of this Agreement shall commence on May 5, 1997 (the "Commencement Date"), and shall expire upon the termination of the Option Agreement dated May 1, 2013 between Sinclair Television Group, Inc. and Deerfield Media (Reno), Inc."

## Miscellaneous.

- (a) Other Provisions; Effectiveness. Except as modified by the express terms of this Seventh Amendment, all provisions of the TBA shall remain in full force and effect. This Seventh Amendment shall be a legally valid and binding agreement enforceable in accordance with its terms upon its execution by Sinclair and Deerfield.
- (b) Reference to Agreement; Capitalized Terms. It shall not be necessary to refer to this Seventh Amendment in any reference to the TBA. Any reference to the TBA shall be deemed to be a reference to the TBA as amended in accordance herewith. All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the TBA.

(c) Execution in Counterparts. This Seventh Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Facsimile or other electronic delivery of signature pages to this Seventh Amendment shall be treated as original signatures for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this agreement under seal as of the date first written above.

SINCLAIR TELEVISION GROUP, INC.

By:

David B. Amy, CFO/EVP

(SEAL)

DEERFIELD MEDIA (RENO), INC.

Ву:

Name: Stephen P. Mumblow

Title: President

DEERFIELD MEDIA (RENO) LICENSEE, LLC By Its Sole Member, DEERFIELD MEDIA (RENO), INC.

By:

Name: Stephen P. Mumblow

Title: President