

AMENDED AND RESTATED
OUTSOURCING AGREEMENT

Sinclair Acquisition IV, Inc. ("SCI") and Second Generation of Iowa, Ltd., an Ohio limited liability company ("Second Generation"), hereby enter into this Amended and Restated Outsourcing Agreement (this "Agreement") dated February 1, 2008. SCI and Second Generation are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, SCI is the parent of the licensee, pursuant to authorizations issued by the Federal Communications Commission (the "FCC"), of Television Station KGAN (the "Provider Station") licensed in the Cedar Rapids-Ames Iowa market and is experienced as an FCC Licensee in the management and operation of commercial television stations; and

WHEREAS, Second Generation is the licensee, pursuant to authorizations issued by the FCC, of Television Station KFXA (the "Licensee Station" and together with the Provider Station, the "Stations") licensed in the Cedar Rapids-Waterloo-Dubuque Iowa market and is experienced as an FCC Licensee in the management and operation of commercial television stations; and

WHEREAS, SCI and Second Generation are currently parties to an Outsourcing Agreement, dated July 9, 2002 (the "2002 Agreement"), which the parties wish to modify, amend and replace by entering into this Agreement; and

WHEREAS, during the term of this Agreement, Second Generation (sometimes referred to herein as "Licensee") wishes to retain SCI (sometimes referred to herein as the "Provider") to provide certain non-programming related operational and managerial services on its behalf, subject to the terms and conditions of this Agreement and all in conformity with the policies and procedures of Licensee (as they relate specifically to the Licensee Station) and the rules, regulations, and policies of the FCC; and

WHEREAS, none of the services to be provided by Provider to Licensee hereunder are intended to abrogate Licensee's exclusive authority and duty, as the FCC Licensee of Licensee Station, to manage and control programming on the Licensee Station; and

WHEREAS, Provider agrees to provide the services to Licensee in conformity with the policies and procedures of Licensee (as they relate specifically to the Licensee Station) and all rules, regulations, and policies of the FCC.

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) Consistent with the rules, regulations, and policies of the FCC, the Provider shall, during the Term (as hereinafter defined), provide to Licensee Station all services relating to the operations of the Licensee Station other than services related to programming the Licensee Station, oversight of the Licensee's personnel or finances or any other services which the Provider is not legally permitted to provide to the Licensee Station (such provided services referred to herein as (the "Services"). The Services will include, without limitation, the following:

(i) sale of advertising time on the Licensee Station;

(ii) the performance of certain administrative, operational and business functions other than with respect to programming but including the coordination of traffic and billing functions);

(iii) the supplying of certain accounting, bookkeeping and related services;

(iv) under the supervision of Licensee's chief engineer, the monitoring, maintenance, repair, and replacement of Licensee's technical equipment and facilities, including capital equipment replacement expenditures, in order to ensure that the technical facilities of Licensee Station are in compliance with the rules and regulations of the FCC;

(v) the negotiation of contracts (other than those relating to programming or the oversight of Licensee's personnel or finances) necessary or advisable for the operation of the Station including, without limitations retransmission consent agreements with cable, satellite and other multi-channel video program distributors ("MVPDs"); and

(vi) the utilization, in compliance with any applicable FCC rules and regulations, of any digital spectrum authorized for use by the Station which is not

being used by the Station for the broadcast of its primary broadcast channel (the "Excess Digital Spectrum").

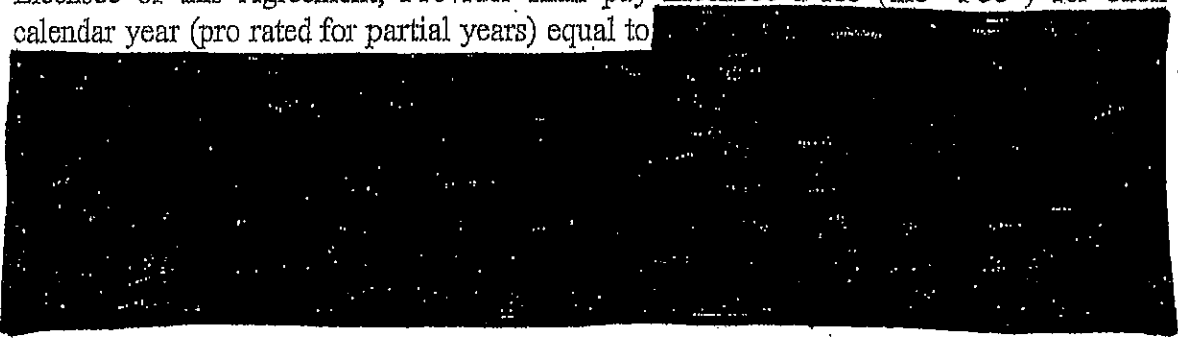
(b) In order to accommodate the provision of the Services by Provider, Licensee agrees to make available to Provider (subject to any lease and/or financing agreements applicable thereto) for use without fee or charge any and all equipment or facilities owned or used by Licensee in connection with the operations of the Licensee Station (the "Equipment"). Under the supervision of Licensee's Chief Engineer, Provider shall maintain the Equipment in good order and repair in accordance with industry standards. Provider shall bear the cost of maintaining and repairing the Equipment.

(c) In order to accommodate the provision of the Services by Provider, Licensee shall make available to Provider the use, subject to payment of the fees pursuant to Section 2(b) of this Agreement, of certain of Licensee's employees at the Licensee Station.

(d) Provider's use of the Equipment and Licensee's employees to provide the functions required by this Agreement shall at times be subject to (i) each Party's absolute right and duty to control and manage its own programming, personnel and finances, (ii) the other provisions of this Agreement, and (iii) the rules, regulations and policies of the FCC. Notwithstanding anything to the contrary contained herein, the parties recognize that Licensee is, and at all times shall be, responsible for programming the Licensee Station and nothing in this Agreement is intended to detract from that responsibility.

2. Payments. (a) In consideration for the execution, delivery and performance by Provider of this Agreement, Licensee agrees that as payment for the services provided hereunder, except for the right of the Licensee to receive a portion of the Station's BCF (as defined below) pursuant to clause (b) of this Section 2, Provider shall be entitled to retain any and all revenues of the Station, including (without limitation) revenues from the sale of advertising time on the Station and the revenues related to the use of the Excess Digital Spectrum.

(b) In consideration for the execution, delivery and performance by Licensee of this Agreement, Provider shall pay Licensee a fee (the "Fee") for each calendar year (pro rated for partial years) equal to



[REDACTED] Within fifteen days following the end of each month, Provider will pay to Licensee an amount equal to one-twelfth of the Guaranteed Amount as an advance against the annual Fee due to Licensee

(c) During the Term, Provider shall calculate the BCF of the Station (the "BCF Report") as of the last day of each calendar month. Each such date is referred to herein as an "End Date". During the Term, the Provider shall, within thirty (30) days of each End Date deliver to Licensee Station the BCF Report for the month immediately preceding the End Date for which such BCF Report is applicable. Within ninety (90) days following each calendar year during the Term, Provider shall notify Licensee of the BCF for such year (with respect to such year, the "Final BCF Report") and (subject to clause (h) below) within thirty (30) days after such notification Provider shall make a payment to Licensee equal to the excess of the Fee due hereunder with respect to such year based on the final determination of the BCF for the entire year over the amount of the monthly advance payments made to Licensee with respect to such year.

(d) In addition to the payment of the Section 2(a) Amount, Provider agrees to pay Licensee, within 30 days following each calendar month of the Term, the amount set forth on Exhibit A hereto with respect to the immediately preceding month.

(e) For purposes of this Agreement, the term "BCF" is defined as the excess of (i) net revenue of the Licensee Station (including fees from retransmission consent agreements that is specific to the Licensee Station) over (ii) cash payments for program contract rights (including fees paid to a television network) relating to the Licensee Station.

(f) At all times during the Term and for six (6) months following the termination of this Agreement, Licensee shall have the right, upon prior written request to Provider, to review all of the books and records of Provider relating to the BCF Report and the Distributions. Any such review must take place during normal business hours between Monday through Friday.

(g) The parties agree that, to the extent permitted by law and by the rules, regulations and policies of the FCC, the Licensee Station shall be operated in a manner consistent with industry standards for commercial broadcast television stations providing general entertainment programming and with a view toward maximizing the BCF of the Station.

(h) On or prior to the 60th day after Licensee's receipt of the Final BCF Report for any year, Licensee may give Provider a written notice (an "Objection Notice") indicating its objections to such Final BCF Report. If Licensee does not give Provider an Objection Notice within such 60-day period, then such Final BCF Report will be

conclusive and binding upon the parties hereto. If Licensee gives a timely Objection Notice, then Provider and Licensee will negotiate in good faith to resolve their disputes regarding such Final BCF Report. If Provider and Licensee are unable to resolve all disputes regarding such Final BCF Report on or prior to the 30th day after the Objection Notice is given, then Provider and Licensee will retain a top 50 accounting firm (either by mutual agreement or by random choice after eliminating any such firm, which is conflicted based on services currently being provided or having been provided within the past three years 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 BCF for the applicable year as determined by the Independent Accounting Firm will be conclusive and binding upon the parties hereto and will constitute the BCF for such year for all purposes of this Section 2. The fees and expenses of the Independent Accounting Firm in connection with its review of such Final BCF Report shall be paid one-half by Provider and one-half by Licensee.

(i) Notwithstanding anything to the contrary contained herein, cash payments for program content rights relating to the Stations which were contractually due prior to the Effective Date shall for all purposes be treated as relating to the period prior to the Effective Date notwithstanding that such payments are not paid by Licensee until up to ninety days after the date due contractually.

3. Term. The term of this Agreement (the "Term") shall commence at 12:01 a.m. on February 1, 2008 (the "Effective Date"). Unless earlier terminated in accordance with the terms hereof, the term of this Agreement shall end on the tenth anniversary of the Effective Date; provided, however, unless at least 6 months prior to the end of the then Term Provider has given Licensee written notice that Provider does not want the Term to be extended, the Term will automatically be extended for up to ten (10) additional, successive one year periods.

4. Station Operations.

a. Licensee Station Operations.

(i) During the Term, notwithstanding the Services rendered by the Provider, Licensee shall retain exclusive authority, power and control over Licensee Station's programming, personnel, and finances.

(ii) During the Term and subject to any change in applicable law, Licensee shall continue to employ at Licensee Station's main studio location, its own employees, consisting of at least two full-time employees, including a station manager and a staff level employee who will report and be accountable to Licensee. The names of the two employees anticipated to fulfill these functions at the commencement of the Term are set forth on Exhibit B hereto. In the event that one of Licensee's employees is not an

engineer, Licensee shall have the right on a contract basis, but without charge, to the services of Provider's engineering staff in fulfilling all necessary and appropriate engineering functions for the Licensee Station.

(iii) During the Term, Licensee shall retain responsibility for the selection, development, acquisition, and broadcast of any and all programming to be broadcast over Licensee Station, as well as the payment thereof. To that end, Licensee 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 Licensee deems appropriate or necessary to fulfill those programming functions. In fulfillment of this authority, Licensee shall have the right to require Provider to provide consulting services to Licensee with regard to programming and to require Provider to use commercially reasonable efforts to obtain preferred pricing and other beneficial terms, based on the bulk purchasing power of Provider and its affiliates, for programming which Licensee wishes to acquire for broadcast on the Station. Provider and Licensee both agree to use commercially reasonable efforts to acquire the right to broadcast any programming they acquire for broadcast on their respective television station on the other party's television station as well or as an alternative. Provider 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 administrative support functions and consulting requested by Licensee, as described in this Agreement). Notwithstanding anything herein to the contrary, except to the extent prohibited by applicable law or regulations of the FCC (including the rules generally referred to as the "right to reject"), the Provider shall have the right to program up to fifteen percent (15%) of the Licensee Station's programming at such times as are determined by Provider after consulting with Licensee.

(iv) When at the Licensee's premises, any employees of Provider shall be subject to the supervision of Licensee Station's management personnel.

b. Licensee's Responsibilities.

(i) **Licensee Authority.** During the term, the Licensee shall take all necessary actions to maintain and preserve the license for the Station. By way of example and not limitation, Licensee shall be responsible for Licensee 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. Provider shall cooperate with Licensee in taking such actions as Licensee may reasonably request to assist Licensee in maintaining the 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, Provider recognizes that Licensee 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 service area. Nothing in this Agreement shall abrogate or limit the unrestricted responsibility of Licensee to discharge its obligations to the public and to comply with the Act and the rules, regulations and policies of the FCC, and Licensee shall have no liability or obligation to Provider for taking any action that Licensee deems necessary or appropriate to discharge such obligations or comply with such laws, rules, regulations or policies.

(ii) **Provision of Advertising Information.** Provider shall, upon request by Licensee, promptly provide Licensee with such information concerning advertising as is necessary to assist Licensee in the fulfillment of Licensee's obligations under the Act or FCC rules, regulations and policies and rules or to enable Licensee to verify independently Licensee Station's compliance with any and all laws, rules, regulations or policies applicable to the Licensee Station's operations.

(iii) **Suitability of Commercial Matter.** All advertising spots and promotional material or announcements produced by Provider and utilized at Licensee Station shall comply with all applicable federal, state and local regulations and policies and shall be produced in accordance with quality standards established by Provider. If Licensee determines that commercial announcement or promotional material supplied by Provider to Licensee Station is for any reason, in the exercise of Licensee's sole discretion, unsatisfactory or unsuitable or contrary to the public interest, Licensee may, upon written notice to Provider, suspend or cancel such commercial announcement or promotional material or delete any material contained in such commercial matter or promotional materials, and if Licensee requests, Provider shall promptly provide suitable substitute commercial announcements or other announcements or promotional materials.

(iv) **Political Advertising.** Licensee shall oversee and shall take ultimate responsibility for the Licensee 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 broadcast station Licensees with respect to broadcast of political advertising, 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. Provider shall cooperate and consult with Licensee, at Provider's expense, to assist Licensee in complying with the Act and the political broadcasting rules of the FCC. Provider shall supply such information promptly to Licensee, as Licensee 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 Licensee deems it necessary or appropriate, Provider shall release advertising availabilities to Licensee to permit Licensee 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 broadcast station licensees with regard to the broadcast of political advertising or programming.

5. Licensee Covenants.

Licensee covenants that after the Effective Date and at all times during the Term:

a. **Licenses, Permits, and Authorizations.** Licensee shall hold and maintain all licenses and other permits and authorizations necessary for the operation of the Licensee Station, including, but not limited to the Licensee Station's FCC authorizations and licenses, and such licenses, permits, and authorizations are and will be in full force and effect throughout the Term.

b. **Actions.** Except as otherwise permitted by this Agreement, Licensee shall not take any action or omit to take any action which would have an adverse effect upon either of the Parties, their assets, their respective Stations, or upon either Party's ability to perform this Agreement.

c. **Reports.** Licensee shall file all reports and applications required to be filed by Licensee with the FCC or any other governmental body in a timely and complete manner.

d. **Facilities.** The facilities of the Licensee Station will be maintained in accordance with good engineering practice and will comply in all material respects with the engineering requirements set forth in the FCC authorizations, permits, and licenses for the Licensee Station, and Licensee will insure that the Licensee Station broadcasts a high quality signal to its service area (except at such time of reduction of power as required for routine or emergency maintenance).

e. **Title.** Licensee shall maintain good and marketable title to all of the assets and properties used and useful prior to the date hereof (together with replacements, thereof) in the operation of the Licensee Station other than those assets being sold to Provider at the First Closing pursuant to the Asset Purchase Agreement between Licensee and Provider of even date herewith (the "APA").

f. **FCC License Holder.** Licensee shall remain as the holder of the FCC licenses necessary for the operation of the Licensee Station.

g. **Licensee Station Operation.** Licensee 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. Licensee shall operate the station in a manner consistent in all material respects with the historical operations of Station and will use best efforts to maintain its existing relationship with

program distributors, including the FOX Television Network, and will continue to make retransmission consent, rather than "must carry," elections with respect to all MVPDs.

h. **Proprietary Information.** Licensee shall not disclose any sales or other proprietary information of Provider to any third party.

i. **Employees.** Except as provided otherwise in this Agreement, Licensee shall pay, discharge, and be responsible for (i) all salary and wages arising out of or relating to the employment of the employees of the Licensee Station prior to and after the Effective Date, and (ii) any employee benefits arising under the benefit plans of Licensee during the period prior to and after the Effective Date.

6. **Provider Covenants.**

Provider covenants that after the Effective Date and at all times during the Term:

a. **Actions.** Except as otherwise permitted by this Agreement, Provider shall not take any action or omit to take any action which would have an adverse effect upon either of the Parties, their assets, their respective Stations, or upon either Party's ability to perform this Agreement.

b. **Proprietary Information.** Provider shall not disclose any sales or other proprietary information of Licensee to any third party

7. **Confidentiality.** Each of the parties shall during and after the Term continue to be bound by the provisions of the Confidentiality Letter Agreement dated as of October 25, 2001 and, except as required by law, the rules and regulations of any governmental agency or of any stock exchange, without the prior, written consent of the other party, shall not issue any public statement/press release or speak with any members of the press regarding this Agreement or the relationship contemplated hereby.

8. **Mutual Agreement.** Notwithstanding anything to the contrary contained herein, the Parties agree that notwithstanding the termination of the 2002 Agreement, all payments required under the 2002 with respect to any period prior to the termination thereof shall be made in accordance with the terms of the 2002 Agreement as if it had not terminated, which termination the parties agree will occur immediately prior to the Effective Date. The parties further agree that no obligations or rights shall exist for either Party pursuant to the provisions of clauses (f), (g) and (h) of Section 25 of the 2002 Agreement.

9. **Assignment.** Each party shall have the right to assign its rights and obligations hereunder to any third party with the consent of the other party which shall not be unreasonably withheld or delayed, provided that such assignee agrees in writing

to assume all of assigning party's right and obligations hereunder following such assignment. Notwithstanding the foregoing, either party may assign its rights and obligations under this Agreement to an affiliate thereof which agrees in writing to assume the assigning party's obligations hereunder without the consent of the other party

10. Entire Agreement. This Agreement (together with the APA) constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements, commitments, or any other understandings between Licensee and the Provider with respect to such subject matter (including, without limitation, the 2002 Agreement which will terminate and, except to the extent otherwise provided herein, be of no further force and effective immediately prior to the Effective Date). 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.

11. 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.

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

If to SCI:

Mr. David D. Smith
c/o Sinclair Broadcast Group, Inc.
10706 Beaver Dam Road
Cockeysville, Maryland 21030
Email: DaveSmith@SBGnet.com

Copy to:

General Counsel

Sinclair Broadcast Group, Inc.
10706 Beaver Dam Road
Cockeysville, Maryland 21030
Email: BFaber@SBGnet.com

If to Second Generation of Iowa, Ltd:
Thomas Embrescia
President
Second Generation Place
3029 Prospect Avenue
Cleveland, OH 44115
Email: tje@secondgen.net

Copy to:
David Tillotson, Esq.
4606 Charleston Terrace, NW
Washington, DC 20007
Email: dtlaw@starpower.net

Either Party hereto may specify for itself a different address for the giving of notice hereunder by giving ten (10) days prior written notice to the other Party of such address change pursuant to this paragraph.

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

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

15. **Cooperation.** The Parties shall use their 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, the Parties shall execute and deliver such other documents and take such other actions as either Party hereto reasonably may request to effectuate such intent.

16. **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 either Party, after providing written notice to the other Party, be determined and settled in accordance with the Dispute Resolution procedures set out in Article 11 of the APA, the provisions of which article are incorporated herein by reference.

17. 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 Communications Act of 1934, and all applicable rules, regulations, and policies of the FCC. If any provision of this Agreement shall become 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.

18. Certifications. Licensee hereby certifies that it maintains ultimate control over the Licensee Station's facilities, including specifically control over the Station's finances, personnel and programming.

19. Further Assurances. Licensee and Provider shall use 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, Licensee and Provider shall execute and deliver such other documents and take such other actions as either Party hereto reasonably may request to effectuate such intent.

20. Termination.

a. Termination by Provider. This Agreement may be terminated by Provider by written notice to Licensee if Provider is not then in material default or breach hereof, and Licensee is in material breach of any of its material representations or its material obligations hereunder, and has failed to cure such breach within thirty (30) days of written notice from Provider.

b. Termination by Licensee. This Agreement may be terminated by Licensee by written notice to Provider if Licensee is not then in material default or breach hereof and if the Provider is in material breach of any of its material representations or its material obligations hereunder, and has failed to cure such breach within ninety (90) days of written notice from Licensee.

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 and such order or decree has not been stayed or has become final and no longer subject to further administrative or judicial review;

(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, and 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; or

(iii) the mutual, written consent of both Parties.

d. **Provider's Additional Termination Rights.** Notwithstanding anything herein to the contrary and in addition to Provider's termination rights in Section 19.a. above, Provider shall have the right to terminate this Agreement upon the event that Licensee 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 Licensee under any federal or state insolvency law, which if filed against Licensee, has not been dismissed within thirty (30) days thereof.

21. Indemnification.

a. **by Provider.** Provider shall indemnify and hold harmless Licensee 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) Provider's breach of any representation, covenant, agreement or other obligation of Provider contained in this Agreement and (ii) any action, which constitutes gross negligence, recklessness or willful misconduct taken by Provider or its employees and agents with respect to the Licensee Station, or any failure by Provider or its employees and agents to take any action with respect to Licensee 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 the sale of advertising time on the Station or programming provided by Provider (except where the

Damages are caused by Licensee's negligence, recklessness, willful misconduct, or breach of its representations or obligations under this Agreement), from and after the Effective Date of this Agreement.

b. **by Licensee.** Licensee shall indemnify and hold harmless Provider from and against any and all Damages arising or resulting from or relating to (i) Licensee's breach of any representation, covenant, agreement or other obligation of Licensee contained in this Agreement and (ii) any action taken, which constitutes gross negligence, recklessness or willful misconduct by Licensee or its employees and agents with respect to the Provider Station, or any failure by Licensee or its employees and agents to take any action with respect to the Provider 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 Licensee or Licensee's broadcast and sale of advertising time on the Provider Station (except where the Damages were incurred by Provider's negligence, recklessness, willful misconduct, or breach of any representation, covenant, agreement or other obligation contained in this Agreement), from and after the Effective Date of this Agreement.

c. **Indemnification Procedure.** Neither Licensee nor Provider shall be entitled to indemnification pursuant to this Section 20 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 failure to provide notice only if, and to the extent, adversely impacted by such failure. The Indemnitor under this Section 20(c) 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.

22. Damages.

a. In the event of a material breach by Licensee of its obligations hereunder, Provider shall be entitled to seek monetary damages against Licensee. In addition, in the event of a material breach by Licensee of its obligations hereunder, Provider shall be entitled to terminate this Agreement and exercise its rights pursuant to Section 19(a) hereof (except that Provider may not assert consequential, special or punitive damages or any claim for lost profits).

b. In the event of a material breach by Provider of its obligations hereunder, Licensee shall be entitled to seek monetary damages against Provider. In addition, in the event of a material breach by Provider of its obligations hereunder, Licensee shall be entitled to terminate this Agreement and exercise its rights pursuant to Section 19(b) hereof (except that Licensee may not assert consequential, special or punitive damages or any claim for lost profits).

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

23. Accounts Receivable.

a. As soon as practicable after the Effective Date hereof, Licensee shall deliver to Provider a complete and detailed list of all the rights of Licensee as of the Effective Date hereof to payment for the sale of advertising time and other goods and services by the Licensee Station and the Provider Station prior to the Effective Date hereof (the "Accounts Receivable"). During the period following the Effective Date, Provider shall use commercially reasonable efforts to collect the Accounts Receivable in the usual and ordinary course of business, using the Provider's 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, Provider shall not be required to institute legal proceedings on Licensee's behalf to enforce the collection of any Accounts Receivable and Provider shall not have any liability whatsoever under this Section 9(d) as a result of Provider's failure to collect any Accounts Receivable after the period ending with the 150th day following the Effective Date (the "Collection Period"). Provider shall not adjust any Accounts Receivable or grant credit with respect thereto without Licensee's written consent (which consent shall not be unreasonably withheld or delayed), and Provider shall not pledge, secure or otherwise encumber such Accounts Receivable or the proceeds therefrom. Within ten (10) business days following the each of the 15th day and the end of each full calendar month during the Collection Period, Provider shall furnish Licensee with a report of all amounts collected, together with its check for payment thereof, with respect to the Accounts Receivable during the applicable

period; provided, that Provider shall be entitled to retain [REDACTED] collected with respect to the Accounts Receivable in satisfaction of Licensee's obligation to Provider pursuant to the last proviso to Section 10(d)(i) of the 2002 Agreement.

b. Any payments received by Provider 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 Licensee to Provider 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. Except to the extent resulting from Provider's willful breach of the terms of this Section 23, Provider shall incur no liability to Licensee for any uncollected account.

**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.

Second Generation of Iowa, Ltd.

By: _____
Name: _____
Title: _____

Sinclair Acquisition IV, Inc.

By: _____
Name: _____
Title: _____

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

Second Generation of Iowa, Ltd.

By: _____
Name: _____
Title: _____

Sinclair Acquisition IV, Inc.

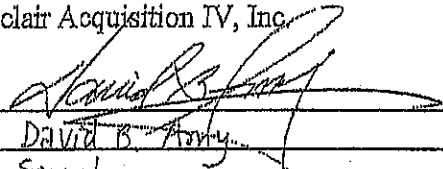
By:  _____
Name: David B. Army
Title: Secretary

EXHIBIT A

EXHIBIT B

[Licensee Employees]

Greg Stuart
Eric Rand