

EXECUTION COPY

FOX BROADCASTING COMPANY

STATION AFFILIATION AGREEMENT

May 14, 2012

Second Generation of Iowa, Ltd.  
KFXA-TV  
3029 Prospect Ave.  
Cleveland, OH 44115

Attention: Thomas Embrescia

This Station Affiliation Agreement ("Agreement") between Fox Broadcasting Company ("Fox") and Fox News Network, L.L.C., on the one hand, and the holder of the license from the Federal Communications Commission ("FCC"), Second Generation of Iowa, Ltd. ("Licensee"), for broadcast television station KFXA-TV ("Station"), on the other hand, sets forth the terms and conditions for the carriage of Fox programming over the facilities of Station. This Agreement shall supersede and replace the following agreements between Licensee and Fox, to the extent that such agreements remain in effect: the NFL Supplemental Agreement and the Prime-Time-Inventory-Purchase Supplemental Agreement, as each may be amended or extended (collectively, the "Supplemental Agreements"), which are hereby terminated and of no further force or effect, except that any payment obligations outstanding under the Supplemental Agreements as of the date of this Agreement, shall survive and no breach hereunder shall be caused by Licensee's compliance with the terms of any retransmission consent agreements entered into prior to the date hereof in accordance with the Supplemental Agreements. This Agreement shall not supersede or replace the Letter Agreement between Fox, Sinclair Broadcast Group, Inc. ("Sinclair") (on behalf of each of its subsidiaries which is the licensee of a television station affiliated with Fox), Cunningham Broadcasting Company (on behalf of each of its subsidiaries which is the licensee of a television station affiliated with Fox) and Second Generation of Iowa, Ltd., of even date herewith (the "Letter Agreement").

1. Programming:

(a) Subject to the terms and conditions contained in this Agreement, Fox will deliver to Station programming which Fox broadcasts as part of the Fox television network for broadcasting solely by means of Standard Television (defined below) in the Cedar Rapids-Waterloo-Iowa City & Dubuque designated market area (as defined by Nielsen Media Research the "DMA"), in which Cedar Rapids, IA, the community to which Station is presently licensed by

the FCC (the "Station's Community"), is located. As used in this Agreement, the terms "program", "programming" and "Fox programming" and any derivations thereof shall mean, unless specifically indicated otherwise, the programming of Fox.

For purposes of this Agreement, and as a material term hereof, "Standard Television" means a free, over-the-air, linear broadcast television signal intended for reception by the general public and transmitted on spectrum assigned by the FCC, including the retransmission of such signal in its entirety by cable systems; satellite systems; telco wireline video providers; and other multichannel video programming distributors as defined by the FCC (each, an "MVPD" and collectively, "MVPDs") pursuant to the terms of Section 17 of this Agreement. For avoidance of doubt, "Standard Television" shall not include, without limitation, any of the following services or distribution platforms; unless and until the FCC revises its rules to include such service or distribution platform in its definition of MVPD and subject to the limitations of Sections 2(b) and 19(i) hereof: (i) video-on-demand ("VOD"), pay-per-view, subscription, time-shifted transmission or other service in which any portion of a Standard Television program or signal is provided to viewers for payment or in a manner that is not simultaneous with its free, over-the-air, linear broadcast; (ii) wireless or broadcast distribution to mobile phones or other portable or mobile devices, whether inside or outside the home and without regard to whether simultaneous with its free, over-the-air linear broadcast; (iii) interactive or internet/broadband distribution, including without limitation, Sycnbak, or distribution through any other systems network, and "Smart-TV" protocols integrating the Internet/broadband into television sets and/or set-top boxes; or (iv) any other non-television protocol or platform. Notwithstanding the foregoing, the parties acknowledge that certain mobile devices may be capable of receiving Station's over-the-air broadcast signal without the consent of Station or Licensee, and the parties agree that such passive reception by mobile devices without the consent of Licensee or Station will not be considered a breach of this Agreement. Licensee acknowledges that Fox may not possess sufficient content rights to authorize the retransmission of its Programming by the services or distribution platforms described in (i) through (iv) enumerated above and agrees that if, during the Term, the FCC alters, interprets or expands its definition of MVPD to include any such services or distribution platforms, Licensee will not authorize the retransmission of Fox Programming by such services or distribution platforms without Fox's prior written consent, which shall only be withheld if Fox does not possess sufficient rights to authorize such retransmission or if the retransmission would result in a breach of the terms of this Agreement. Fox may terminate this Agreement on 30 days' prior written notice to Licensee if Licensee breaches the provisions of the foregoing sentence, unless such breach is cured during the 30-day period.

(b) During the Term, the Programming delivered pursuant to Section 1(a) above will also include the Fox Sports National Football League NFC Package (the "NFL Sports Package"), which will consist of (i) those National Football League ("NFL") games that Fox has the rights from the NFL to make available in Station's Community and DMA; and (ii) additional seasonal, sports-related programming, presently contemplated to consist of a one-hour pre-game show

(generally to commence at 12:00 P.M., Eastern Time, on Sundays) and two one-hour NFL-produced specials during each football season. Without limiting any of Fox's rights, Licensee acknowledges that Station's rights to the NFL Sports Package are subject to and must be exercised consistent with the rights conveyed to Fox by the NFL, as those rights may be conditioned, limited or restricted from time to time by the NFL in its discretion.

(c) Subject to 1(a) and 1(b) above, the selection, scheduling, modification, substitution and withdrawal of any Program delivered pursuant to this Section 1 (including any Programming of the NFL Sports Package), or any portion thereof, shall at all times remain within Fox's sole discretion and control. Licensee shall not and shall not authorize others to broadcast or otherwise use any Program (or part thereof), any Programming of the NFL Sports Package, or other material delivered by Fox except as specified in this Agreement, and without limiting the foregoing, Station may broadcast Fox Programming only: (i) as scheduled by Fox, (ii) over Station's facilities in Station's Community, and (iii) by Standard Television. Fox may terminate this Agreement on 30 days' prior written notice to Licensee if Licensee breaches the provisions of this Section 1(c), unless such breach is cured during the 30-day period.

(d) Fox will transmit the programming hereunder at Fox's cost. Any and all costs of whatever kind that Station incurs to pick up the programming transmitted by Fox and rebroadcast it shall be the sole responsibility of Licensee.

## 2. Carriage, Preemption:

(a) (1) Licensee agrees to broadcast the Fox Programming, NFL Sports Package and Program-Related Material (as defined below) over Station's facilities, on the dates and at the times scheduled by Fox, in their entirety and in the form transmitted by Fox, during the Programmed Time Periods and New Programmed Time Periods (if Station has agreed to carriage of programming in the New Programmed Time Periods) as scheduled by Fox in accordance with this Agreement (including without limitation, all commercial announcements, Fox identifications, Fox promos and credits). Licensee agrees to broadcast such Programming and Program-Related Material without interruption, deletion, compression, addition, squeezing, alteration or other changes, except for adding Licensee's commercial and public service announcements to the extent permitted by this Agreement. Station must not, in retransmitting the Programming or other content, degrade or otherwise alter the Program's or content's video, audio and other components.

(2) Station will broadcast the digital feed of Fox Programming on Station's primary digital television over-the-air broadcast signal ("DTV channel"), as and in the technical format provided by Fox consistent with the ATSC standards and all Program-Related Material (collectively, the "Network Digital Feed").

As used herein, "Program-Related Material" shall mean the following content, data or information which is transmitted concurrently or substantially concurrently with the Programming and which does not require Station to devote more than two Mbps of digital bandwidth to transmissions thereof: (i) closed-captioning information; (ii) program identification codes; (iii) the FCC Redistribution Control Descriptor and other such protection systems; (iv) program ratings information; (v) alternative language feeds related to the programming, including video description if and to the extent required by the FCC; (vi) Nielsen data; (vii) programming, data and other enhancements related to the programming and network advertisements provided in the Network Digital Feed; (viii) information and/or material agreed upon by a majority (calculated by Nielsen Media Research-defined designated market area percentage) of Fox-affiliated television stations (excluding stations owned and operated by Fox's corporate affiliates); (ix) information and/or material that Fox reasonably deems necessary to provide the Network Digital Feed; (x) information and/or material directly associated with specific network commercial advertisements contained in the network programs included in the Network Digital Feed; and (xi) information and/or material designed to promote network programming. In the event that Fox proposes that any Station or Stations carry network ancillary data that is not Program-Related Material, Station agrees to negotiate in good faith with Fox regarding the terms pursuant to which such ancillary data may be carried.

(3) Without limiting the foregoing provisions of this subsection 2(a), each time, if any, that Station uses Fox's ATSC feed of Fox Programming or Program-Related Material for Station's DTV Channel, Station must turn on the FCC Redistribution Control Descriptor unless Fox directs otherwise.

(b) Except as noted hereafter, Fox commits to deliver Programming to Station throughout the Term of this Agreement for the "Programmed Time Periods", which are as follows (subject to the Time Zone variations listed below):

Daytime:	9-10 a.m. 10 a.m.-12 p.m.	Sunday Saturday
Prime Time:	7-10 p.m. 8-10 p.m.	Sunday Monday through Saturday
Late Night:	11 p.m.-12 a.m. 12-12:30 a.m.	Saturday Sunday
Weekend, All-Star & Post Season Sports		As scheduled for Station by Fox and the sports provider/League

(including pre-game  
and post-game shows):

For Daytime Programming, the specified times above apply to all Time Zones, unless Fox agrees otherwise. For Programmed Time Periods other than Daytime Programming, the specified times above apply for the Eastern or Pacific Time Zones, and the Mountain and Central Time Zones are one hour earlier.

(c) Licensee shall cause Station to broadcast all Programming in the Programmed Time Periods as specified by Fox; provided, however, that Licensee shall be entitled to preempt Fox Programming in the following limited circumstances (each, an "Authorized Preemption"): (i) due to a "force majeure" event in accordance with Paragraph 7 below; (ii) as permitted by Paragraph 11 below; and (iii) in the event of a permitted Programming conflict pursuant to, and within the specific limits of, a commitment expressly set forth on Exhibit A (for non-sports programming) or Exhibit B (for sports programming) to this Agreement to the extent that the program preempted pursuant to the commitment set forth on Exhibit A or Exhibit B, as applicable, is "made good" in the time period specified therein.

Any other preemption or failure to broadcast any Fox Programming is an "Unauthorized Preemption" and without limiting any other rights of Fox under this Agreement or otherwise, if within any 12-month period during the Term of this Agreement, Station makes three or more Unauthorized Preemptions, Fox may, upon 30 days' prior written notice to Licensee, elect to either: (1) terminate Station's right to broadcast any one or more series or other Fox programs, and thereafter license the broadcast rights to the applicable series or other Fox programs to any other television station or stations located in Station's DMA, at Fox's election and to the extent and for the period(s) that Fox elects, or (2) terminate this Agreement.

(d) Without limiting subparagraphs (b) or (c) above, each time that Licensee for any reason (other than Licensee deeming such Programming unsatisfactory, unsuitable or contrary to the public interest as permitted in Paragraph 11 below) fails to or advises Fox it will not telecast any Fox Programming as provided for in this Agreement (whether deemed an Authorized Preemption or Unauthorized Preemption under subparagraph (c) above), then upon Fox's request, Licensee shall telecast that Programming (or replacement programming selected by Fox) and the commercial announcements contained in it, in a substitute time period that is within the same Nielsen Media Research broadcast ratings week as, and that is of a quality and rating value as nearly as possible equal to that of, the originally scheduled time period. Licensee shall notify Fox at least 72 hours advance (or as soon thereafter as possible, including an explanation of the cause for any lesser notice) that it intends not to broadcast any Fox Programming and in such notice shall identify the substitute time period that Licensee selects, which time period shall be subject to Fox's prior approval. Notwithstanding anything to the contrary in this Agreement, if

Licensee does not fully comply with the foregoing, then, without limitation to any other rights Fox may have under this Agreement or otherwise, Fox shall have the right to license the broadcast rights to the applicable omitted programming (or replacement programming) to another television station located in Station's DMA and shall advise Licensee in writing of any such action.

(e) In the event that during the Term, Fox offers Station Fox programming in time periods not specified in subparagraph 2(b) above as a Programmed Time Period ("New Programmed Time Periods"), Licensee shall negotiate in good faith regarding whether or not Station will carry such programming; provided, notwithstanding anything to the contrary herein, Licensee shall determine whether or not to broadcast Fox Programming during New Programmed Time Periods in Licensee's sole discretion.

(f) Commencing seven days from each request by Fox to Licensee for such negotiation, Licensee and Fox will negotiate in good faith for a period of 60 days in connection with Licensee's transmission or retransmission of Fox Programming or other data, information or content (or any combination of the foregoing) using Station's digital broadcast spectrum or signal capacity other than as provided for under subparagraph 2(a) above (the "New Plan"), which use, if a mutually acceptable agreement is reached between the parties, will not commence earlier than six months from the date of such request.

3. Marketing and Promotion:

(a) Fox will provide Licensee with on-air and off-air marketing materials, marketing priorities and media recommendations (collectively, the "Fox Marketing Deliverables"), which shall be determined by Fox in its sole discretion and which shall include on-air promotional announcements ("Fox Promos") for any programming, including for broadcast in Station's non-Fox Programming. Licensee shall use its good faith, best efforts to comply with the priorities and recommendations contained in the Fox Marketing Deliverables and provide an on-air promotional schedule consistent with Fox's recommendations and in coordination with Fox. Licensee agrees to maintain complete and accurate records of all Fox Promos broadcast as provided herein and, within two weeks following Fox's request, to submit copies of all such records to Fox. Notwithstanding anything to the contrary in (and without limitation to the above provisions of) this subparagraph 3(a), and as a material term of this Agreement, Licensee shall, in coordination with Fox, cause Station to broadcast in the one-half hour immediately preceding prime-time, not less than 30 seconds of Fox Promos provided to Licensee by Fox hereunder.

(b) In addition to providing the Fox Marketing Deliverables, Fox shall make available to Licensee, such other promotional and sales materials containing Fox's branding as Fox and Licensee may mutually agree. Licensee agrees to work in good faith to co-brand with Fox in order to link Station with the Fox identity, including but not limited to inclusion of the Fox

corporate logo in the stations' local identification, on-air (e.g., graphics, voice over) and, where appropriate, off-air (e.g., website, print, radio, outdoor, etc...) promotion; provided, however, that Fox acknowledges that Station may in its discretion from time to time brand certain local events or local content with Station branding only. Licensee shall not delete or alter any copyright, trademark, logo or other notice, or any credit, included in any materials delivered pursuant to this subparagraph or otherwise, and Licensee shall not exhibit, display, distribute or otherwise use any trademark, logo or other material or item delivered pursuant to this paragraph or otherwise, except as instructed by Fox at the time.

(c) Licensee shall use its good faith efforts to budget Station's annual advertising funds so as to enable Station to make annually, in accordance with each Nielsen Media Research "Sweeps" co-op plan determined by Fox during the Term of this Agreement (each, a "Co-Op Plan"), not less than an amount determined by Fox in its reasonable discretion (the "Co-Op Commitment") in local cash expenditures for off-air promotion of Fox; provided, however, that on occasion, Licensee may in its reasonable discretion spend less than the amounts designated by Fox due to Licensee's corporate financial considerations, and provided, further that in no event shall Fox require Licensee to promote more than a total of 60 nights (not more than a total of 20 nights for each of the November, February and May Sweeps) for any Fox network television season. Subject to the foregoing, Licensee and Fox further agree to comply with Fox's Co-Op Guidelines, as in effect from time to time during the Term of this Agreement, including guidelines with respect to Co-Op reimbursement therein (which shall be consistent with such guidelines and reimbursement in effect during the 2011/2012 broadcast season).

4. Commercial Announcements; Prime-Time-Inventory Purchase:

(a) Subject to Sections 4(d), 4(f) and 4(h) below, in each individual Fox Program, Fox will have the right in its sole discretion to determine: (1) the number and length of commercial announcement units (including station breaks) that will be available to Fox television broadcast station affiliates ("Fox Affiliates") for insertion of affiliate commercial announcements; and (2) the terms and conditions applicable to the availability and use of the commercial announcement units. Subject to Sections 4(d), 4(f) and 4(h), Fox will make available to Licensee for Station's use in each individual Fox Program the same number and length of commercial announcements (including station breaks) as Fox makes available generally in that Program to Fox Affiliates on a national basis, on the terms and conditions that Fox generally applies to Fox Affiliates on a national basis. Licensee agrees to be bound by Fox's decisions as provided in this Paragraph 4.

(b) Subject to the rules and regulation of the FCC relating to the broadcast of commercial matter in children's programming, Fox shall determine the placement, timing and format of Fox's and Licensee's commercial announcements. Fox shall have the right to include commercial announcements in all of the commercial time available in each hour of the

Programming other than that expressly allocated to Licensee in this Agreement.

(c) Licensee's broadcast over the Station of all commercial announcements included by Fox in Fox Programming is of the essence of this Agreement, and nothing contained in Paragraph 2 above or elsewhere in this Agreement (other than Paragraph 11 below) shall limit Fox's rights or remedies at law or otherwise relating to failure to broadcast the commercial announcements. Licensee agrees to maintain complete and accurate records of all commercial announcements broadcast as provided in this Agreement. Within two weeks following each request by Fox, Licensee will submit copies of all such records to Fox.

(d) Notwithstanding anything herein to the contrary, Fox grants Licensee a total of 105 30-second local commercial announcement units (each 30-second local commercial unit, a "Unit") each week in Fox Prime Time during the Term (the "Prime Time Local Units"). Notwithstanding the foregoing, Fox will retain as Fox commercial announcement time 35 of the 105 Prime Time Local Units, and will sell such Prime Time Local Units to Licensee, and Licensee hereby agrees to purchase such Prime Time Local Units, during the Term for purchase fees set forth in the Letter Agreement (the "Prime Time Inventory Purchase"). Fox agrees to allocate through Fox Prime Time 15 of the 35 Prime Time Local Units purchased by Licensee in the Prime Time Inventory Purchase (the "Guaranteed Units") on a basis that approximates, as reasonably determined by Fox, the average value of the Fox Prime Time schedule and that is substantially consistent with the method used historically by Fox to make such allocation. The remaining 90 Prime Time Local Units shall be scheduled by Fox generally consistently with the manner in which such Prime Time Local units were scheduled during the 2011-12 broadcast season.

(e) Notwithstanding the foregoing, Fox may, consistent with past practice, preempt Licensee's Prime Time Local Units (including the Guaranteed Units) due to Fox sports programming or other infrequent special programming not regularly scheduled. Fox will "make good" any preempted Guaranteed Units in Fox Prime Time within seven days after the end of that week; provided, however, that Fox will have 14 days following the end of that week to make good any Guaranteed Units preempted due to post-season baseball. The Guaranteed Units "made good" by Fox will be placed by Fox to approximate, as reasonably determined by Fox, the value of the positions from which the Local Units were preempted.

(f) Licensee may include in each program in the NFL Sports Package only the same number and length of commercial announcements (including station breaks) as Fox provides generally in that program to Fox affiliates on a national basis, which, with respect to NFL games, will currently be the customary 11 in-game Units plus, during each NFL pre-season and regular season game, two additional in-game Units. Notwithstanding the preceding sentence, Fox grants Licensee the following (the "NFL-Spot Floor") during the Term: (i) 13 Units in each pre-season and regular season NFL game; (ii) 11 Units in each post-season game, (iii) six Units in each one-



half hour pre-game show and nine Units in each one-hour pre-game show, and (iv) four Units in each scheduled, one-half hour post-game show. During the Term, the in-game Units will be placed as follows:

Between 1st & 2nd Quarters:	2 Units
Beginning of Half-Time:	4 Units
End of Half-Time:	4 Units
End of Third Quarter:	3 Units

(g) Fox agrees that for the Term, Fox's regional or sectional network advertising will cover a minimum of five markets and that Fox will not circumvent the spirit of this provision by allowing an advertiser to combine one large to medium market with several small markets.

(h) With respect to NASCAR and MLB Games, and all other Programming not specifically addressed in this Section 4, during the Term Fox will provide Station with the same number and length of local commercial announcements (including station breaks) as Fox currently provides to Station, with the placement of such announcements to be consistent to the extent practicable with the placement of such announcements during the 2011-12 broadcast season.

With respect to Programming from 12:00 a.m. to 12:30 a.m. Sunday, Fox will provide Station with a total of four minutes of commercial announcement time, with the placement of such announcements to be consistent with the placement of such announcements during the 2011-12 broadcast season.

5. Exclusivity:

(a) Other than as provided in this Section 5, the following "Program Holdback" will apply to each Fox Program that has its initial Fox exhibition after February 2006, if Station broadcasts that initial exhibition in accordance with the terms and conditions of this Agreement:

(1) Fox will not, for the "Applicable Holdback Period" specified below, broadcast that Program on or distribute that Program to (or grant permission for the broadcast on or distribution to) any video delivery system other than Station (including any over-the-air television station, cable system, Internet provider, direct-to-home satellite provider or other multichannel video programming distributors or telephone system (collectively, "Video Delivery System") but excluding any exhibition in movie theaters or distribution of videocassette, videodisc or similar devices for use in connection with home-type monitor devices), for either digital or analog television exhibition within Station's DMA. The "Applicable Holdback Period" will be until the end of the applicable "Maximum Period", as follows:

<u>Program Type</u>	<u>Maximum Period</u>
NFL Games	The Term
Award & Talk Shows	During Initial Broadcast Only
Sports (other than NFL games)	Consistent with Fox's past practice, but in no event less than 4 hours
Topical Programs (e.g., News Magazines and America's Most Wanted (" <u>AMW</u> "))	6 Months
Non-Topical Programs	1 Year

(2) For purposes of this Section 5, a "Program" is each individual broadcast unit (e.g., each episode of a series, each night of a mini-series or each game), and the foregoing Applicable Holdback Period will commence on the initial Fox network exhibition of each Program.

(3) The foregoing provisions of this Section 5 will apply to each Fox Program only to the extent permissible under Fox's agreement with the supplier of that Program and to the extent not in conflict with Fox's rights or obligations under that agreement; provided, however, that Fox will, consistent with its customary business practices and requirements, use commercially reasonable efforts to acquire the rights needed to comply with the provisions of subparagraph (a)(1) above. In addition, the foregoing provisions of this Section 5 are subject to and limited by any applicable geographical and other restrictions under the presently effective FCC rules and regulations or those that may be in effect at any time during the Term.

(b) Notwithstanding the foregoing provisions of Section 5(a), the Program Holdback will not apply to distribution by Fox of excerpts comprising up to 25% of any topical or sports program; provided, that any program made up primarily of excerpts that are from topical or sports programs that share the same title (e.g., made up primarily of excerpts from different episodes of AMW) and are then subject to the Program Holdback, must use a different title than the regular title of the programs from which those excerpts are taken (but the regular title may be used as part of the different title),

(c) Notwithstanding the foregoing provisions of Section 5(a), the Program Holdback will not apply to distribution by Fox of programming to the homes served by a MVPD with whom Licensee has not executed a retransmission consent agreement for the retransmission of any Fox Programming.

(d) Notwithstanding the foregoing provisions of Section 5(a), the Program Holdback will not apply to (i) any Fox Program promo or (ii) any episodes of a cancelled series (if Fox does

not broadcast the series on the Fox Network within 12 months from its last broadcast thereon, it is deemed cancelled as of that last broadcast).

(e) (1) Notwithstanding the foregoing provisions of Section 5(a), the Program Holdback will not apply to “linear repurposing” (as defined below) in accordance with this Section 5(e)(1). With respect to linear repurposing, Fox will have the right: (1) in each broadcast week (i.e., Monday –Sunday), to select programs totaling up to six hours of Fox’s primetime schedule and to exhibit each program selected on, or otherwise repurpose each selected program to, any Video Delivery Systems for linear repurposing, and (2) up to six times per each Contribution Year, to repurpose any programs of an individual Fox series in a marathon format (not to exceed 12 consecutive hours) on any Video Delivery Systems for linear repurposing (each Fox program so repurposed under (1) or (2) immediately above is a “Linear Excluded Program”).

(2) The term “linear repurposing” as used herein means the exhibition of programs that initially aired on Station, on a scheduled basis by a cable, satellite or telephone video delivery system, an over-the-air television station or other multichannel video delivery system. (By way of illustration, exhibition of programs by FX Network, A&E Network, USA Network, etc. would constitute exhibition on a linear repurposing basis.) Notwithstanding anything to the contrary herein, Fox agrees not to linear repurpose Fox primetime programs on a local broadcast television station other than Station or to linear repurpose such programs by means of Internet streaming; provided, however, that Fox will have the right, one time in each broadcast season, to linear repurpose on any over-the-air-television station one program per day from a non-first-year primetime serialized series during the five days immediately preceding the Fox exhibition of the season premier of that non-first-year serialized series.

(3) Notwithstanding the foregoing, a Linear Excluded Program may not be exhibited on any Video Delivery System other than Station earlier than 12:01 A.M. Pacific Time following the first Fox exhibition of that Linear Excluded Program, or, if the Linear Excluded Program is part of an on-going series, in the same time period as such series is being regularly scheduled by Fox for Fox exhibition (e.g., if the Linear Excluded Program is part of a series then being regularly scheduled by Fox for 8:00 to 9:00 P.M., the Linear Excluded Program may not then be exhibited on any Video Delivery System other than Station during the 8:00 to 9:00 P.M. time period); provided, however, that the foregoing restriction will not apply to any Linear Excluded Program for longer (or to any greater extent) than the Program Holdback would have applied if the program were not a Linear Excluded Program (e.g., in no event longer than one year from initial Fox exhibition if the Excluded Program is a “Non-Topical Program”).

(f) (1) Notwithstanding the foregoing provisions of Section 5(a), the Program Holdback will not apply to “non-linear repurposing” (as defined below) in accordance with this Section 5(f)(1). With respect to non-linear repurposing, Fox will have the right to repurpose any and all Fox programs on any Video Delivery System whatsoever (each Fox program repurposed pursuant to this subparagraph 5(d) is a “Non-Linear Excluded Program”). Non-linear

repurposing will be for revenue-generating purposes only; provided, however, that notwithstanding anything to the contrary herein or otherwise, Fox will have the right to repurpose any Fox Prime Time programs as free promotional exhibitions on a limited basis (i.e., Fox will have the right to select programs totaling: (i) up to one hour of Fox's non-first-year Prime Time programming scheduled from each broadcast week (i.e., Monday –Sunday), and to non-linear repurpose each such program selected as free promotional exhibitions at anytime for not more than 14 consecutive days, and/or (ii) up to two hours of Fox's first-year Prime Time programs scheduled from each broadcast week (i.e., Monday –Sunday), and to non-linear repurpose each such program selected as free promotional exhibitions at anytime for not more than 14 consecutive days). Notwithstanding anything to the contrary in the immediately foregoing sentence, Fox shall not select more than two hours of first-year and non-first year programs combined from any single broadcast week. The foregoing promotional exhibitions will be used solely to promote Fox Prime Time programming.

(2) The term “non-linear repurposing” as used herein means the exhibition of programs on any Video Delivery System by any means other than exhibition on a linear repurposing basis. (By way of illustration, the exhibition of a program by a cable, satellite or telephone Video Delivery System on a viewer demand basis or by the downloading of a program from the Internet, rather than exhibition on a pre-determined, scheduled basis, would constitute exhibition on a non-linear basis.)

(3) Notwithstanding the foregoing, a Non-Linear Excluded Program may not be exhibited on any Video Delivery System other than Station earlier than 12:01 A.M. Pacific Time following the first Fox exhibition of that Non-Linear Program; provided, however, that the foregoing restriction will not apply to any Non-Linear Excluded Program for longer (or to any greater extent) than the Program Holdback would have applied if the program were not a Non-Linear Excluded Program. In addition, notwithstanding anything to the contrary herein or otherwise, Fox will have the right to non-linear repurpose: (1) the following applicable programs during each Contribution Year, prior to the initial Fox exhibition of such programs (“pre-airs”): (x) any programs from each and every first-year Prime Time series for that Contribution Year, and (y) any programs from each of two non-first-year Prime Time series from that Contribution Year, and (2) any alternate version of any Fox Prime Time programs at any time without restriction. “Alternate version” shall mean a version of a series or program whose title is the same or substantially the same as the original, respective series or program (the “Original Program”) that aired on Station, and that comprises at least 75% to 100% (but not including 100%) of the minutes (excluding commercials) of the Original Program; provided, however, that a version of any said series or program that comprises less than 75% of the total minutes (excluding commercials) of the Original Program is not an alternate version and not subject to the Program Holdback.

(g) With respect to the provisions of Section 5(e) (“linear repurposing”) and 5(f)

("non-linear repurposing") above, the parties agree that the following distribution controls shall apply:

(1) Fox shall have complete, exclusive and unqualified discretion and control as to the time, manner, and terms of its distribution, exhibition and exploitation of each Fox program, subject to the terms of this Agreement, and each individual broadcast unit thereof (e.g., each episode of a series, each night of a mini-series or each game) (collectively, "Fox Programs") and all ancillary, allied, subsidiary and otherwise related rights (collectively, the "Rights"), separately or in connection with other programs, in accordance with such policies, terms and conditions and through such parties as Fox in its business judgment may in good faith determine are consistent with business policy and proper or expedient and the decision of Fox in all such matters shall be binding and conclusive upon Licensee. Fox makes no express or implied warranty or representation as to the manner or extent of any distribution or exploitation of the Rights or any of them, nor the amount of money to be derived from the distribution, exhibition and exploitation of the Rights or any of them, nor as to any maximum or minimum amount of such monies to be expended in connection therewith. Fox does not guarantee the performance by any Subdistributor, licensee or exhibitor, of any contract regarding the distribution and exploitation of any of the Rights.

(2) Licensee acknowledges that Fox is part of a diversified, multi-faceted, international company, whose affiliates include, or may in the future include, among others, exhibitors, television "platforms", networks, stations and programming services, production and production consultancy companies, video device distributors, record companies, internet companies, so called "E.Commerce companies", publishers (literary and electronic) and wholesale and retail outlets (individually or collectively, "Affiliated Company or Companies"). Licensee further acknowledges that Fox has informed Licensee that Fox intends to make use of Affiliated Companies in connection with its distribution and exploitation of the Rights, as, when and where Fox deems it appropriate to do so. Licensee expressly waives any right to object to such distribution and exploitation of any of the Rights (or aspects thereof) or assert any claim that Fox should have offered the applicable distribution / exploitation rights to unaffiliated third parties (in lieu of, or in addition to, offering the same to Affiliated Companies). In consideration thereof, Fox agrees that Fox's transactions with Affiliated Companies will be on monetary terms comparable to the terms on which the Affiliated Company enters into similar transactions with unrelated third party distributors for comparable programs. Without affecting, or in any way limiting, any remedy under the Letter Agreement or Affiliation Agreement, or otherwise, Licensee agrees that Licensee's sole remedy against Fox for any alleged failure by Fox to comply with the terms of this paragraph shall be actual damages, and Licensee hereby waives any right to seek or obtain preliminary or permanent equitable relief or punitive relief in connection with any such alleged failure.

(3) Any dispute arising under the above Section 5(g) shall be arbitrated by, and

under the rules of, JAMS in binding arbitration in Los Angeles, California and before a mutually selected arbitrator experienced in the United States television industry, subject to the terms of Attachment 1, which is incorporated herein by this reference. Although each side shall advance one-half of the fee of the arbitrator and for JAMS' services, the prevailing party in such arbitration shall be entitled to recover all costs of arbitration, including reasonable outside attorneys' fees and costs.

6. [INTENTIONALLY OMITTED]

7. Force Majeure: Fox shall not be liable to Licensee for failure to supply any Programming or any part thereof, nor shall Licensee be liable to Fox for failure to broadcast any such Programming or any part thereof, by reason of any act of God, labor dispute, non-delivery by program suppliers or others, failure or breakdown of satellite or other facilities, legal enactment, governmental order or regulation or any other similar or dissimilar cause beyond their respective control ("force majeure event"). If, due to any force majeure event(s), Fox substantially fails to provide the Programming to be delivered to Licensee under Paragraph 1 above, or Licensee substantially fails to broadcast such programming as scheduled by Fox, for four consecutive weeks, or for six weeks in the aggregate during any 12-month period, then the other party hereto (the "unaffected party") may terminate this Agreement upon 30 days' prior written notice to the party so failing, which notice may be given at any time prior to the expiration of seven days after the unaffected party's receipt of actual notice that the force majeure event(s) has ended.

8. Assignment: This Agreement shall not be assigned by Licensee without the prior written consent of Fox, which consent shall not be unreasonably withheld, and any permitted assignment shall not relieve Licensee of its obligations under this Agreement incurred prior to the date of such assignment. Any purported assignment by Licensee without such consent shall be null and void and not enforceable against Fox. Licensee shall immediately notify Fox in writing if any application is made to the FCC pertaining to an assignment or a transfer of control of Licensee's license for the Station, or any interest therein. Except as to "short form" assignments or transfers of control made pursuant to Section 73.3540(f) of the Rules and Regulations of the FCC, Fox shall have the right to terminate this Agreement, effective upon 30 days' prior written notice to Licensee and the transferee or assignee, which notice may be given at any time within 90 days after the later occurring of: (a) the date on which Fox learns that such unauthorized assignment or transfer has become effective; or (b) the date on which Fox receives written notice of such unauthorized assignment or transfer. Licensee agrees, that upon Fox's request, Licensee shall procure and deliver to Fox, in form reasonably satisfactory to Fox, the agreement of the proposed assignee or transferee that, upon consummation of the assignment or transfer of control of the Station's authorization, the assignee or transferee will assume and perform this Agreement in its entirety without limitation of any kind and Fox agrees that Licensee shall be relieved of all obligations under this Agreement arising after that date of such assignment, with the exception of obligations accrued prior the date of such assignment and not assumed by the assignee. If Licensee fails to notify Fox of the proposed assignment or transfer of control of said Station's

authorization, or fails to procure the agreement of the proposed assignee or transferee in accordance with this Paragraph, then such failure shall be deemed a material breach of this Agreement. Without limitation to any other provision of this Agreement or to any of Fox's rights or remedies, if, without Fox's prior written consent (such consent not to be unreasonably withheld), Licensee enters into any "Local Management Agreement", "Time Brokerage Agreement" or similar arrangement or agreement pertaining to Station operations, or for the use (by lease or otherwise) by any party other than Licensee of any Programmed Time Period or New Programmed Time Period or any significant portion of Station's broadcast time outside of those Fox Time Periods, Fox will have the right within 120 days of Fox first becoming aware of such agreement or arrangement to terminate this Agreement on 30 days' prior written notice to Licensee, unless such agreement or arrangement is terminated prior to the end of such 30-day notice period.

9. Unauthorized Copying: Licensee shall not, and shall not authorize others to, record, copy or duplicate any programming or other material furnished by Fox hereunder, in whole or in part, and shall take all reasonable precautions to prevent any such recordings, copying or duplicating. Notwithstanding the foregoing, if Station is located in the Mountain Time Zone, Licensee may pre-record programming from the satellite feed for later telecast at the times scheduled by Fox. Licensee shall erase all such pre-recorded programming promptly after its scheduled telecast.

10. Term; Termination:

(a) The term of this Agreement shall commence on January 1, 2013, and shall continue through December 31, 2017 (the "Term").

(b) Notwithstanding the foregoing, and in addition to Fox's other rights in law or equity and subject to any cure rights of Licensee provided herein, Fox may terminate this Agreement on written notice to Licensee in accordance with the provisions of Sections 1(a), 1(c), 2(c), 7, 8, 13, 17 or 18 hereof.

(c) Upon the termination or expiration of the Term of this Agreement, all of Licensee's and Station's rights to broadcast or otherwise use any Fox Programming or any trademark, logo or other material or item hereunder shall immediately cease and neither Licensee nor Station shall have any further rights whatsoever with respect to any such Fox Programming, material or item.

11. Applicable Law: The obligations of Licensee and Fox under this Agreement are subject to all applicable federal, state, and local laws, rules and regulations (including, but not limited to, the Communications Act of 1934, as amended ("Communications Act"), and the rules and regulations of the FCC) and this Agreement shall be deemed to have been negotiated and entered into, and this Agreement and all matters or issues collateral thereto shall be governed by, the law of the

State of California applicable to contracts negotiated, executed and performed entirely within that state. With respect to programs offered or already contracted for pursuant to this Agreement, nothing in any other Paragraph hereof shall be construed to prevent or hinder Licensee from (a) rejecting or refusing Fox Programming which Licensee reasonably believes to be unsatisfactory, unsuitable or contrary to the public interest, or (b) substituting a program which, in Licensee's opinion, is of greater local or national importance; provided, however, Licensee shall give Fox written notice of each such rejection or substitution, and the justification therefor, at least 72 hours in advance of the scheduled broadcast, or as soon thereafter as possible (including an explanation of the cause for any lesser notice). Notwithstanding anything to the contrary expressed or implied herein, the parties acknowledge that Station has the ultimate responsibility to determine the suitability of the subject matter of program content, including commercial, promotional or public service announcements, and to determine which programming is of greater local or national importance, consistent with 47 C.F.R. Section 73.658(e).

12. [INTENTIONALLY OMITTED]

13. Change in Operations: If at any time Station's transmitter location, power, frequency, programming format, hours of operation, technical quality of transmissions or any other material aspect of Station's operations is materially changed such that Fox determines in its reasonable judgment that Station is of materially less value to Fox as a broadcaster of Fox Programming than at the date of this Agreement, then Fox shall have the right to terminate this Agreement upon 60 days' prior written notice to Licensee unless Licensee cures such change in Station's operations to Fox's reasonable satisfaction during said 60-day period.

14. Non-Liability of Board Members: To the extent the Fox Broadcasting Company Affiliates' Association Board of Governors (the "Board") and its members are acting in good faith in their capacity as such, then the Board and each such member so acting shall not have any obligation or legal or other liability whatsoever to Licensee in connection with this Agreement, including without limitation, with respect to the Board's or such member's approval or non-approval of any matter, exercise or non-exercise of any right or taking of or failing to take any other action in connection therewith.

15. Warranties and Indemnities:

(a) Fox represents and warrants that Station's broadcast, in accordance with this Agreement, of any Fox Programming, including Fox's commercial announcements, provided by Fox to Station shall not violate any applicable rules, regulations or written policies of the FCC or violate or infringe upon the trade name, trademark, copyright, literary or dramatic right, or right of privacy or publicity of any party, or constitute a libel or slander of any party; provided, however, that the foregoing representations and warranties shall not apply: (1) to public performance rights in music, (2) to any material furnished or added by any party other than Fox



after delivery of the programming to Station or (3) to the extent such programming is changed or otherwise affected by deletion of any material by any party other than Fox after delivery of the programming to Station. Fox agrees to indemnify and hold harmless Station and its parents, affiliates, subsidiaries, successors and assigns, and the respective owners, officers, directors, agents and employees of each, from and against all liability, actions, claims, demands, losses, damages or expenses (including reasonable attorneys' fees, but excluding Licensee's or Station's lost profits or consequential damages, if any) caused by or arising out of Fox's breach of the representations and warranties set forth in the foregoing sentence or a breach of any of Licensee's representations, warranties or agreements hereunder; provided, however that Fox's liability to Station for indemnification with respect to FCC matters pursuant to this subparagraph (a) shall not exceed \$32,500.00 per incident. Fox makes no representations, warranties or indemnities, express or implied, except as expressly set forth in this subparagraph (a).

(b) Without limitation to any of Licensee's other obligations and agreements under this Agreement, Licensee agrees to indemnify and hold harmless Fox and its parents, affiliates, subsidiaries, successors and assigns, and the respective owners, officers, directors, agents and employees of each, from and against all liability, actions, claims, demands, losses, damages or expenses (including reasonable attorneys' fees, but excluding Fox's lost profits or Fox's consequential damages, if any) caused by or arising out of any matters excluded from Fox's representations and warranties by subparagraphs (a)(1), (2) or (3) above, or any breach of any of Licensee's representations, warranties or agreements hereunder or any programming broadcast by Station other than that provided by Fox hereunder.

(c) The indemnitor may assume, and if the indemnitee requests in writing shall assume, the defense of any claim, demand or action covered by indemnity hereunder, and shall be entitled to select counsel for, and to direct, such defense. The indemnitee agrees to cooperate fully in the defense at the indemnitor's sole cost and expense. The indemnitee shall give the indemnitor prompt written notice of any claim, demand or action covered by indemnity hereunder. If the indemnitee settles any claim, demand or action without the prior written consent of the indemnitor, the indemnitor shall be released from the indemnity in that instance.

16. Notices: All notices to each party required or permitted hereunder to be in writing shall be deemed given when personally delivered (including, without limitation, upon delivery by overnight courier or other messenger or upon receipt of facsimile copy), upon the date of mailing postage prepaid, addressed as specified below, or addressed to such other address as such party may hereafter specify in a written notice given as provided herein. Such notices to Licensee shall be to the address set forth for Licensee on page 1 of this Agreement, attention President, with a copy to the same address, attention General Counsel. Such notices to Fox shall be to: Fox Broadcasting Company, 10201 West Pico Boulevard, Los Angeles, CA 90035, Attn: Network Distribution; with a copy to: Fox Broadcasting Company, 10201 West Pico Boulevard, Los Angeles, CA 90035, attention Legal Affairs.

17. Retransmission Consent:

(a) Fox acknowledges that Licensee may from time to time grant its consent to the transmission or retransmission by MVPDs of Station's signal in its entirety, including Fox Programming. Fox acknowledges that the rights granted under this Agreement include Licensee's right to authorize retransmission of Fox Programming by MVPDs pursuant to the mandatory carriage provisions or retransmission consent provisions of the Communications Act, as such may be amended from time to time; provided that (i) Licensee grants retransmission consent to such Station's signal in its entirety for simultaneous retransmission on Standard Television without alteration, and (ii) except as otherwise provided in the Letter Agreement, after the date hereof, Licensee shall not grant retransmission consent to any MVPD whose subscribers are located outside of the DMA in which the Station Community is located. Fox shall have the right to terminate this Agreement upon written notice to Licensee upon a breach of the provisions of this Section 17, unless such breach is cured within 30 days following such notice.

(b) Neither this Agreement nor any grant by Licensee of retransmission consent conveys any license or sublicense in or to the copyrights of Fox Programming and Fox shall in no way be a party to or incur any duty or other obligation in connection with any retransmission consent granted by Licensee.

18. Change In Fox Operations and/or Terms of Doing Business: Notwithstanding anything to the contrary in this Agreement and without limitation to any of Fox's rights, Fox reserves the right to make changes in its operations and/or terms of doing business that conflict with (or do not conform to) the terms of this Agreement and that will be applicable to Fox affiliates generally; provided that no such change will be permitted which would cause a material adverse effect on Licensee's rights hereunder (or under the Letter Agreement), including (without limitation) that no change shall be permitted to: (i) Sections 1(a), 1(b), 2(c), 2(e), 3(c) or 11 above, (ii) any rights of Licensee to receive a specified amount of commercial inventory pursuant to Section 4 above, (iii) any financial obligation owed by Licensee to Fox pursuant to this Agreement, (iv) any use of Licensee's spectrum pursuant to this Agreement, or (v) any rights relating to Program Holdback of any Fox Programming in Section 5 above. Fox shall notify Licensee in writing that Fox has made such change and the effective date thereof, and as of said effective date, this Agreement will be deemed amended to reflect such change, unless within 20 days of Fox's notification to Licensee of such change, Licensee notifies Fox in writing that Licensee rejects such change. If Licensee does so reject said change, then Fox shall have the right for a period of four months from Fox's receipt of Licensee's rejection notice to terminate this Agreement by providing not less than 90 days' written notice to Licensee.

19. Miscellaneous:

(a) Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between Fox and Licensee.

(b) No waiver of any failure of any condition or of the breach of any obligation hereunder shall be deemed to be a waiver of any preceding or succeeding failure of the same or any other condition, or a waiver of any preceding or succeeding breach of the same or any other obligation.

(c) In connection with Fox Programming, Station shall at all times permit Fox, without charge, to place, maintain and use on Station's premises such reasonable amounts of devices and equipment as Fox shall require, in such location and manner, as to allow Fox to economically, efficiently and accurately achieve the purposes of such equipment. Station shall operate such equipment for Fox, to the extent Fox reasonably requests, and no fee shall be charged by Station therefor. In addition, the parties agree that that certain Equipment Usage Agreement between FBC and Licensee with respect to the Station dated as of October 1, 2008, a copy of which is attached as Exhibit C hereto, is hereby amended and extended to expire concurrent with the Term of this Agreement.

(d) This Agreement, together with its exhibits and attachments and the Letter Agreement, constitutes the entire understanding between Fox and Licensee concerning the subject matter hereof and shall not be amended, modified, changed, renewed, extended or discharged except by an instrument in writing signed by Fox and Licensee or as otherwise expressly provided herein or therein, and this Agreement, together with its exhibits and attachments and the Letter Agreement, replaces any and all prior and contemporaneous agreements, whether oral or written, pertaining to the subject matter hereof. Fox and Licensee each hereby acknowledges that neither is entering into this Agreement in reliance upon any term, condition, representation or warranty not stated herein or in the Letter Agreement. All actions, proceedings or litigation brought against Fox by Licensee shall be instituted and prosecuted solely within the County of Los Angeles, California. Licensee hereby consents to the jurisdiction of the state courts of California and the federal courts located in the Central District of California as to any matter arising out of, or related to this Agreement.

(e) Without limitation to Paragraph 1 above, for purposes of this Agreement, the term "Programs" (and the derivations thereof including, without limitation, "Programming") will include, without limitation, to the extent Fox reasonably elects, television specials, made-for-television movies, television series and all other forms of television motion pictures and programs, as well as any other Program-Related Material, transmitted or otherwise communicated by Fox with the intent that it be perceived or otherwise received, visually or visually and aurally, by television receiver, television monitor or any other device or equipment whatsoever now known or hereafter devised.

(f) Each and all of the several rights and remedies of each party hereto under or contained in or by reason of this Agreement shall be cumulative, and the exercise of one or more of said rights or remedies shall not preclude the exercise of any other right or remedy under this Agreement, at law, or in equity. Notwithstanding anything to the contrary contained in this Agreement, in no event shall either party hereto be entitled to or recover any lost profits or consequential damages because of a breach or failure by the other party, and except as expressly provided in this Agreement to the contrary, neither Fox nor Licensee shall have any right against the other with respect to claims by any third person or other third entity.

(g) If any provision of this Agreement (the "Void Provision"), as applied to either Fox or Licensee or any circumstances, is found to be against public policy or otherwise void or unenforceable, or in conflict with any applicable federal, state or local law, rule or regulation (including without limitation any rule or regulation of the FCC), then commencing within 10 days following such finding, Fox and Licensee must negotiate in good faith for a period of 30 days regarding a provision to replace the Void Provision, which provision shall materially meet the intent of the parties as set forth in the Void Provision and essentially preserve the benefits provided by this Agreement to both parties. If the parties are unable to agree on such a replacement provision for any reason whatsoever, including without limitation due to any constraints imposed by any law, rule or regulation, then either party will have the right to terminate this Agreement at any time on six months prior notice.

(h) Paragraph headings are inserted for convenience only and shall not be used to interpret this Agreement or any of the provisions hereof or given any legal or other effect whatsoever.

(i) Licensee acknowledges that Station's rights contained in this Agreement are subject to and must be exercised consistent with the rights conveyed to Fox by the NFL, MLB, NASCAR or any other licensor of programming delivered under this Agreement as those rights may be conditioned, limited or restricted.

(j) The following provisions shall survive the expiration or termination of this Agreement: Sections 9, 11, 15, 19(d), 19(f), 19(j) and any other provision expressly stating the same.

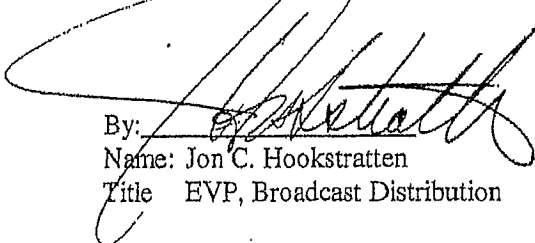
20. News Agreement:

(a) If Station broadcasts an on-air, regularly-scheduled local newscast program ("Local Newscast") at any time during the Term, Licensee agrees to participate in the FNN News Edge Service in accordance with the terms and conditions of the FNN News Service Agreement dated as of the date reflected on the attached Exhibit D between Licensee and FNN, as it may be supplemented or amended ("News Agreement"). The News Agreement is incorporated herein by

this reference as Exhibit E, and this Agreement is now deemed the "Station Affiliation Agreement" referenced in the News Agreement. Any breach by Licensee of the News Agreement will be a breach by Licensee of this Agreement of equivalent materiality (e.g., a material breach of the News Agreement by Licensee will be a material breach of this Agreement by Licensee).

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

**FOX BROADCASTING COMPANY**

By:   
Name: Jon C. Hookstratten  
Title EVP, Broadcast Distribution

**SECOND GENERATION OF IOWA, LTD.**

By: \_\_\_\_\_  
Name: Thomas Embrescia  
Title: Chairman

this reference as Exhibit E, and this Agreement is now deemed the "Station Affiliation Agreement" referenced in the News Agreement. Any breach by Licensee of the News Agreement will be a breach by Licensee of this Agreement of equivalent materiality (e.g., a material breach of the News Agreement by Licensee will be a material breach of this Agreement by Licensee).

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

**FOX BROADCASTING COMPANY**

By: \_\_\_\_\_  
Name: Jon C. Hookstratten  
Title EVP, Broadcast Distribution

**SECOND GENERATION OF IOWA, LTD.**

By: \_\_\_\_\_  
Name: Thomas Embrescia  
Title: Chairman

EXHIBIT A

No pre-emptions due to non-sports local programming.

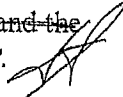
EXHIBIT C  
EQUIPMENT USAGE AGREEMENT





EXHIBIT B

Station has right to carry:

- a. Up to six (6) High School State Championships in Football, Wrestling and Basketball (boys and girls)
- b. Up to three (3) primetime Chicago Bears Pre-Season NFL games

~~The High School State Championship games in Football, Wrestling and Basketball, and the Chicago Bears Pre-Season games will not preempt any live Fox Sports programming.~~ 

~~Station will not preempt network programming during Nielsen designated sweep periods November, February or May, or on premiere, finale, Sunday or any other special event nights of programming. Station will make good preempted FOX prime time programming in its entirety immediately following late local news. Station will make best efforts to advise viewers of preemptions and the time period make good.~~ 

~~Without limitation to the restrictions provided in this Exhibit above,~~  station may renew its agreement for the above programming throughout the term of the current affiliation agreement.


~~KFYA will adhere to promotional guidelines provided by Affiliate Marketing for all programs preempted.~~ 

EXHIBIT D  
NEWS AGREEMENT

ATTACHMENT 1

ARBITRATION PROVISIONS

- (a) Either Licensee or Fox may commence arbitration proceedings by giving to the other a written letter stating that it desires to submit a dispute to arbitration and designating one arbitrator.
- (b) Within 20 days after receiving such letter, the other party shall designate in writing a second arbitrator. If the other party fails or refuses for whatever reason, to select a second arbitrator within 20 days, then the first arbitrator appointed shall serve as the sole arbitrator and shall promptly determine the controversy.
- (c) The two arbitrators shall promptly select a third arbitrator, and if they cannot agree on a third arbitrator within 10 days after the appointment of the second arbitrator, either party may secure appointment of the third arbitrator by application to the American Arbitration Association.
- (d) Each of the arbitrators shall be a person experienced and knowledgeable with regard to the sale by television stations of advertising time in network programs.
- (e) The arbitration shall be conducted in the County of Los Angeles, State of California, and except as otherwise expressly provided in this Agreement, the arbitration shall be governed by and subject to the laws of the State of California and the then prevailing rules of the American Arbitration Association.
- (f) If either party fails to appear at the hearing on the date designated in accordance with the rules of the American Arbitration Association, or otherwise fails to participate in the arbitration proceeding, the arbitrators or arbitrator, as the case may be, are empowered to proceed ex parte.
- (g) The arbitrator or arbitrators, as applicable, when appointed, shall promptly decide the controversy by majority vote and such decision shall be final, and Licensee and Fox shall be bound by the arbitrators' majority decision.
- (h) The arbitrators' decision shall be controlled by the terms of this Affiliation Agreement.

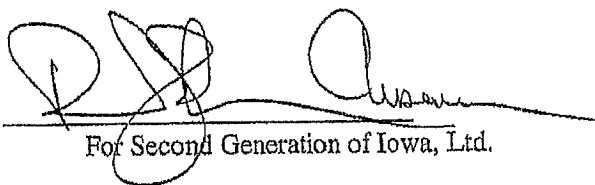
AMENDMENT TO FOX BROADCASTING COMPANY ("FOX")  
STATION AFFILIATION AGREEMENT REGARDING  
NETWORK NONDUPLICATION PROTECTION

For and in consideration of their mutual undertakings, the undersigned parties hereby agree to amend their Station Affiliation Agreement as follows to accommodate the Federal Communication Commission's ("FCC") revised network nonduplication rules:

Licensee shall by the terms of this Amendment be entitled to invoke protection within the geographic zone described herein against the duplication of FOX programming by any other analog or digital television signal carried by a Multichannel Video Programming Distributor against which and to the extent Licensee is entitled to assert nonduplication protection under the Communications Act, the Satellite Home Viewer Extension and Reauthorization Act of 2004, including any amendments thereto, and any successor or replacement law or statute ("SHVERA") and the rules and regulations of the FCC. Such right shall apply to all FOX programming for the duration of the FOX Station Affiliation Agreement for Station KFXA-TV ("Station"), the term of which commences on January 1, 2013. For the duration of said Affiliation Agreement, Licensee's rights shall apply to both simultaneous and non-simultaneous duplication. Licensee shall be entitled to invoke nonduplication protection in the area within 35 miles of the FCC's reference point for Cedar Rapids, IA and, if Station is in a Hyphenated Market for purposes of FCC nonduplication rules, in the area within 35 miles of the FCC's reference point for each other Designated Community within such Hyphenated Market; provided, however, that Licensee shall not invoke said nonduplication protection beyond the boundaries designated as the Cedar Rapids-Waterloo-Iowa City & Dubuque Designated Market Area ("DMA") as defined by Nielsen.

Date:

5.10.12



For Second Generation of Iowa, Ltd.

Date:

\_\_\_\_\_

For Fox Broadcasting Company

AMENDMENT TO FOX BROADCASTING COMPANY ("FOX")  
STATION AFFILIATION AGREEMENT REGARDING  
NETWORK NONDUPLICATION PROTECTION

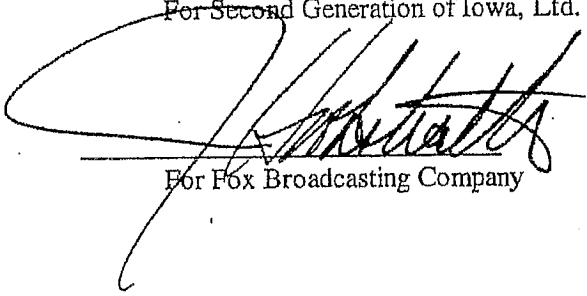
For and in consideration of their mutual undertakings, the undersigned parties hereby agree to amend their Station Affiliation Agreement as follows to accommodate the Federal Communication Commission's ("FCC") revised network nonduplication rules:

Licensee shall by the terms of this Amendment be entitled to invoke protection within the geographic zone described herein against the duplication of FOX programming by any other analog or digital television signal carried by a Multichannel Video Programming Distributor against which and to the extent Licensee is entitled to assert nonduplication protection under the Communications Act, the Satellite Home Viewer Extension and Reauthorization Act of 2004, including any amendments thereto, and any successor or replacement law or statute ("SHVERA") and the rules and regulations of the FCC. Such right shall apply to all FOX programming for the duration of the FOX Station Affiliation Agreement for Station KFXA-TV ("Station"), the term of which commences on January 1, 2013. For the duration of said Affiliation Agreement, Licensee's rights shall apply to both simultaneous and non-simultaneous duplication. Licensee shall be entitled to invoke nonduplication protection in the area within 35 miles of the FCC's reference point for Cedar Rapids, IA and, if Station is in a Hyphenated Market for purposes of FCC nonduplication rules, in the area within 35 miles of the FCC's reference point for each other Designated Community within such Hyphenated Market; provided, however, that Licensee shall not invoke said nonduplication protection beyond the boundaries designated as the Cedar Rapids-Waterloo-Iowa City & Dubuque Designated Market Area ("DMA") as defined by Nielsen.

Date: \_\_\_\_\_

\_\_\_\_\_  
For Second Generation of Iowa, Ltd.

Date: \_\_\_\_\_

  
\_\_\_\_\_  
For Fox Broadcasting Company

May 4, 2012

Mr. David Amy  
Executive Vice President & Chief Financial Officer  
Sinclair Broadcast Group, Inc.  
10706 Beaver Dam Road  
Cockeysville, MD 21030

Dear David:

Reference is made to that certain Letter Agreement ("Letter Agreement") dated as of December 21, 2010 between Fox Broadcasting Company ("Fox") and the Licensee for each station ("Station" and collectively, the "Stations") listed on Exhibit A hereto (such Licensee is: (i) for all Stations other than WTTE, WRGT, WVAH, WTAT and KFXA, a subsidiary of the Sinclair Broadcast Group, Inc. ("Sinclair"), (ii) for Stations WTTE, WRGT, WVAH and WTAT (which are being programmed by Sinclair), a subsidiary of Cunningham Broadcasting Corporation ("Cunningham") and (iii) for Station KFXA (which is receiving certain management services from Sinclair), Second Generation of Iowa, Ltd. ("Second Generation")). This amendment (this "Amendment") amends and supplements the Letter Agreement, effective as of the date above, as set forth below. Capitalized terms used but not defined in this Amendment shall have the meanings set forth in the Station Affiliation Agreement between Fox and the Licensee for each Station, dated as of the date hereof (the "2012 Affiliation Agreement").

WHEREAS, Fox and Licensee mutually desire to amend and supplement the Letter Agreement as provided herein.

NOW, THEREFORE, in consideration of the foregoing, the covenants contained herein and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Fox and Licensee, intending to be legally bound, agree as follows:

- A. All references to the "Affiliation Agreement" herein shall refer to the 2012 Affiliation Agreement, unless the context clearly dictates otherwise.
- B. Sections 1 through 9 of the Letter Agreement shall be amended and restated in their entirety to read as follows:

1. Payment: Programming Fee.

In consideration of the Affiliation Agreement, this Letter Agreement, the covenants contained in each, and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties agree as follows:

(a) 

(b) Licensee will pay the following programming fee (the "Programming Fee") in consideration of, and in connection with, the Fox Programming to be supplied to MVPD subscribers in Station's DMA during the period from January 1, 2011 through and including December 31, 2017 (the "Term") as follows:

Table 1 Programming Fee (per MVPD, per subscriber, per month)						
Calendar Year 2011	Calendar Year 2012	Calendar Year 2013	Calendar Year 2014	Calendar Year 2015	Calendar Year 2016	Calendar Year 2017
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Notwithstanding the foregoing, the parties agree that, with respect to [REDACTED] the Programming Fee shall be as follows: [REDACTED] (2013), [REDACTED] (2014), [REDACTED] (2015), [REDACTED] (2016) and [REDACTED] (2017).

For the period January 1, 2011 through December 31, 2012, the Programming Fees in the above Table 1 will be paid: [REDACTED]

For the period January 1, 2013 through December 31, 2017, the Programming Fees in the above Table 1 will be paid with respect to [REDACTED] except with respect to subscribers of [REDACTED]

[REDACTED] (b) the rates in the above Table 1 effective [REDACTED] through the remainder of the Term.

With respect to any RTC Agreement that Licensee has entered into with any MVPD that becomes effective from January 1, 2011 through December 31, 2012, Fox approves Licensee's grant of its consent to the retransmission by such MVPD of the Fox programming broadcast by the Stations:

- (i) solely within each Station's DMA ("DMA-1"); and
- (ii) within a different DMA ("DMA-2") in which that Station is currently carried by an MVPD; provided, however, within forty-five days following Fox's written request, Licensee shall discontinue carriage by said MVPD of such Station within DMA-2: (A) except with respect to counties in DMA-2 where such Station currently has "significant viewership" status as designated by the FCC ("Significantly Viewed Counties"), or B) unless said MVPD's system serves subscribers located both outside such Station's DMA other than Significantly Viewed Counties and within such Station's DMA-1 and/or in Significantly Viewed Counties and it is not technically possible for that MVPD to divide its signal with its current equipment, such that said MVPD transmits such Station only into DMA-1 and/or the Significantly Viewed Counties, and does not transmit such Station into areas of DMA-2 that are not Significantly Viewed Counties (a "Straddle System"); provided, that Licensee shall discontinue carriage by said MVPD of such Station within areas of DMA-2 that are not Significantly Viewed Counties if and when it becomes possible to so divide said signal with its current equipment.

With respect to any RTC Agreement that Licensee enters into with any MVPD that becomes effective from January 1, 2013 through the remainder of the Term, Fox

approves Licensee's grant during the Term or its consent to the retransmission by such MVPD of the Fox Programming broadcast by the Stations:

- (i) solely within each Station's DMA-1; and
- (ii) within a DMA-2 (A) in which a Station currently has Significantly Viewed Counties to the subscribers in such Significantly Viewed Counties only, or (B) if an MVPD's system serves subscribers in DMA-2 solely because it is a Straddle System; provided, that Licensee shall discontinue carriage by said MVPD of such Station within areas of DMA-2 that are not Significantly Viewed Counties if and when it becomes possible to divide the signal with its current equipment.

Any such retransmission consent grant by Licensee after the date hereof to an MVPD within DMA-2 must require the MVPD to black out the Fox Programming in DMA-2 immediately upon receipt of notice from Licensee that it has received a Revocation Notice (defined below) from Fox as long as such action would not cause the Station's programming to be blacked out in the Station's DMA. Notwithstanding anything contained herein to the contrary, Fox shall have the right at any time to revoke its consent to Licensee to grant consent to an MVPD with which Licensee entered into a retransmission consent agreement after the date hereof to retransmit the Fox Programming within DMA-2 immediately upon giving notice to Licensee that the broadcast station affiliated with Fox in DMA-2 (the "In-Market Affiliate") does not have an RTC Agreement with that MVPD, as determined by Fox (such notice, a "Revocation Notice"). Upon receipt of a Revocation Notice, unless taking the following action would cause Station's programming to be blacked out in Station's DMA, Licensee agrees to cause the MVPD to black out the Fox Programming it retransmits in DMA-2 as promptly as practicable, but in no event later than 24 hours following Licensee's receipt of Fox's Revocation Notice until such time as Fox advises Licensee that Station may resume supplying Fox Programming to the MVPD. The parties agree that, in the event of a breach by Licensee of the obligations in this paragraph, Fox shall have the right to terminate this Letter Agreement and/or the Affiliation Agreement with respect to the Station or Stations involved upon 10 business days' prior written notice to Licensee unless such breach is cured during such notice period.

Fox agrees to cause any grants of retransmission consent with respect to stations affiliated with the Fox broadcast network and owned and operated by Fox or its affiliates that include areas located in a Station's DMA to include the same black-out requirements as described above and Fox agrees to cause all affiliation agreements entered into after the date hereof with respect to stations located in markets adjoining the DMA of any of the Stations to include the same restrictions and black-out provisions as described above.

Licensee agrees to pay to Fox a programming fee for all subscribers located in a DMA-2 ("Distant Fees") for each applicable Station during the Term. Distant Fees per subscriber will be equal to [REDACTED] the applicable Programming Fee from Table 1.

The Programming Fee and Distant Fees (together, the "Fees") will be payable by Licensee for each Station on a monthly basis, in full when due in accordance with the applicable Fox Payment Terms set forth on Exhibit B attached hereto.

If, in any given month during the Term, Licensee is unable to provide Fox with subscriber numbers for all MVPDs in the aggregate necessary to calculate the total Fees



for each Station as set forth herein, Fox shall be entitled to use: (i) as Station's total subscriber count for the Programming Fees for such month, the subscriber count for the DMA reported in the most recent Universe Household Estimate Report issued by Nielsen Media Research ("Nielsen") and (ii) as Station's total subscriber count for the Distant Fees for such month, the subscriber count for the applicable counties in the most recent cable Focus Report issued by Nielsen (or, if such report(s) are not available, Fox shall be entitled to use such third party research service estimate of the DMAs' subscriber universe as is then generally accepted in the industry, as determined by Fox in its reasonable discretion).

In addition, notwithstanding the provisions of Section 5(c) of the Affiliation Agreement, in the event that Fox distributes programming to the homes served by a MVPD with whom Licensee has not executed a retransmission consent agreement for the retransmission of any Fox Programming, the parties agree that such distribution by Fox may occur (i) only if Fox

[REDACTED] for the avoidance of doubt, [REDACTED] in accordance with (i) [REDACTED] hereof shall not constitute a grant of retransmission consent to the MVPD and Station shall nonetheless be treated as having required such MVPD to have ceased carriage of the Station.

2. Prime Time Inventory Purchase Fees. During the Term, Licensee agrees to pay Fox annual Prime Time Inventory Purchase Fees, in accordance with the schedule attached hereto as Exhibit C. All Prime Time Inventory Purchase Fees must be paid in full when due in accordance with the applicable Fox Payment Terms, as provided on Exhibit B attached hereto. The Prime Time Inventory Purchase Fees shall be allocated among the Stations based on the percentage of total television households in all of the Stations' DMAs represented by the number of total television households in each such Station's DMA.

3. Credits.

(a) Programming Fee Credit. If, during the Term, Licensee requires a MVPD to cease carriage of a Station during RTC negotiations for that Station: (i)

[REDACTED]

(b) Prime Time Inventory Purchase Fee Credit. If, during the Term, Licensee requires a MVPD to cease carriage of a Station during RTC negotiations for that Station, the annual Prime Time Inventory Purchase Fee set forth in Section 2 above

[REDACTED]

- [REDACTED]
- [REDACTED]
4. Books and Records. Licensee and the Stations must maintain complete, detailed and accurate books of account and records concerning all information necessary to calculate the Fees (the "Books"). Fox and its agents will be entitled at any time to cause the Books to be audited in order to verify the accuracy of the transactions or items of information as reflected in any Statements that may accompany any payments made to Fox hereunder. Such audit will be performed by an independent, nationally-recognized firm of certified public accountants selected by Fox (the "Auditor"), and will be subject to the terms set forth on Exhibit D, attached hereto. Licensee will cooperate fully with Fox and its agents in connection with any audit by Fox and its agents conducted in accordance with this Letter Agreement.
5. Non-Linear Repurposing Revenue Share. Fox agrees to pay a percentage of all monies actually received and earned by Fox from Non-Linear Repurposing as provided in the Affiliation Agreement, net of the direct, out-of-pocket cost for distribution and of the applicable union residuals payout of the applicable program(s) ("Fox Net Revenue"), as follows: (i) [REDACTED] of Fox Net Revenue for [REDACTED] and (ii) [REDACTED] of Fox Net Revenue for [REDACTED], in accordance with the terms and conditions set forth in the Affiliation Agreement. The percentages of Fox Net Revenue above will be divided proportionately among Fox-affiliated stations (including Fox's owned and operated stations) based upon the number of households served, and payment will be made within 60 days following the close of the first calendar quarter in which the applicable monies have been both earned and actually received by Fox. In no event will Fox become obligated to pay any amounts to Licensee hereunder for [REDACTED] that occurs after the [REDACTED] as provided in the Affiliation Agreement. Upon request, Fox will provide an account of the Fox Net Revenue to the Board of Governors of the Fox Broadcasting Company Television Affiliates' Association on an annual basis. The parties agree to the terms and conditions with respect to audit rights set forth on Exhibit E attached hereto.
6. Termination. In addition to its other rights in law or equity, Fox may terminate this Letter Agreement with respect to a particular Station or Stations, as applicable, upon notice to Licensee (i) if Licensee breaches any other material term of this Letter Agreement applicable to such Station or Stations, provided that Licensee shall have 30 days following such notice of breach to cure such breach (limited to 10 days in the case of a payment breach); or (ii) if Fox has the right to terminate the Affiliation Agreement with respect to any Station or Stations, provided that any cure period set forth therein has expired. Fox and Licensee further agree that a breach of any material term of this Letter Agreement, including Section 1 hereof, with respect to any Station will be deemed a material breach giving rise to a termination right under the Affiliation Agreement for that Station. The approvals and agreements in this Letter Agreement shall terminate immediately upon the termination of this Letter Agreement or the termination or expiration of the Affiliation Agreement.
7. Confidentiality. The parties understand that it is imperative that all of the terms in this Letter Agreement, as well as any information provided pursuant to this Letter Agreement (including subscriber counts), remain confidential. Accordingly, in consideration of the parties' agreements hereunder, each party agrees, as a material term of this Letter Agreement, to not disclose any portion of this Letter Agreement or any information provided pursuant to this Letter Agreement (including subscriber counts) to any others, except to their representative(s) on a need-to-know basis, to any potential purchaser of a

Station or Stations, who is subject to a confidentiality agreement, or if either party becomes legally compelled to disclose the terms of this Letter Agreement. Any party legally compelled to make disclosure agrees to use reasonable efforts to disclose only that portion which is legally required. The parties hereto further agree that Fox and Licensee only have the right to disclose that Fox and Licensee have entered into an agreement regarding carriage of Fox Programming. Fox, Licensee and Stations shall not disclose any specific fees to be paid pursuant to this Letter Agreement. Without limiting the foregoing, the parties agree that, in the event that Licensee determines to file this Letter Agreement with the FCC, the parties will cooperate to redact all confidential information from this Letter Agreement (including subscriber counts and fees) prior to filing it in accordance with FCC Rule Section 0.459.

8. Accrued Obligations. Termination or expiration of this Letter Agreement in accordance with its terms will not relieve the other party from payment obligations (on the terms set forth on Exhibit E or otherwise) for amounts accrued before or accruing after the date of such termination, including any amounts owed by Licensee for any fees hereunder, or interest thereon.

9. [INTENTIONALLY OMITTED]

10. Entire Understanding. This Letter Agreement, including its exhibits and attachments, and the Affiliation Agreement (the "Agreements") constitute the entire understanding between Fox and Licensee concerning the subject matter hereof. The Agreements supersede any and all other prior and contemporaneous agreements, whether oral or written, pertaining to the subject matter of the Agreements. Fox and Licensee hereby acknowledge that neither is entering into this Letter Agreement in reliance upon any term, condition, representation or warranty not stated in the Agreements.

11. Waiver and Amendment. This Letter Agreement may not be modified or amended, and no provision of this Agreement may be waived, except in writing executed by each of the parties. No failure to exercise or delay in the exercise of, a party's rights under this Letter Agreement will constitute a waiver of such rights. No waiver of a provision of this Letter Agreement will constitute a waiver of the same or any other provision of this Letter Agreement other than as specifically set forth in such waiver. Fox and Licensee hereby acknowledge that neither is entering into this Letter Agreement in reliance upon any term, condition, representation or warranty not stated in the Agreements. This Letter Agreement will not operate as a waiver of any provision of the Affiliation Agreement.

12. Survival. The following provisions shall survive the expiration or termination of this Letter Agreement: Sections 4, 7, 8, 9, 12, 13, and any other provision expressly stating the same.

13. Choice of Law. This Letter Agreement, the rights and obligations of the Parties relating hereto and any claims or disputes arising hereunder shall be governed by and construed and enforced in accordance with the laws of the State of California without giving effect to the conflicts of law principles thereof.

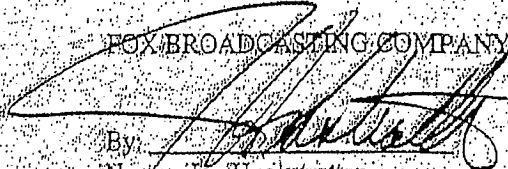
C. Attachments 1 and 2 of the Letter Agreement shall be replaced in their entirety by Exhibits A, B, C, D, E and Attachment 1 attached to this Amendment.

D. Counterparts. This Amendment may be executed in separate counterparts, each of which when executed and delivered (including without limitation via facsimile) shall be deemed an original and all of which together shall constitute the same agreement and shall be binding on the parties.

*Signature page follows*

Very truly yours,

FOX BROADCASTING COMPANY

By:   
Name: Jon Hookstratten  
Title: Executive Vice President  
Broadcast Distribution

ACCEPTED AND AGREED:

SINCLAIR BROADCAST GROUP, INC.

(for the appropriate licensee of each of its Fox-affiliated subsidiary Stations)

By: \_\_\_\_\_  
Name: David Amy  
Title: EVP & Chief Financial Officer

CUNNINGHAM BROADCASTING CORPORATION  
(for Stations WTIE, WRGT, WVAH and WTAT)

By: \_\_\_\_\_  
Name:  
Title:

SECOND GENERATION OF IOWA, LTD.  
(for Station KFXA)

By: \_\_\_\_\_  
Name:  
Title:

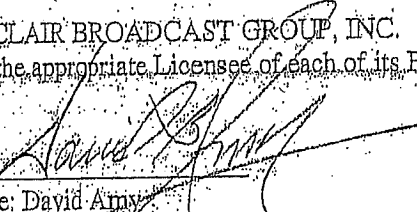
Very truly yours,

FOX BROADCASTING COMPANY

By: \_\_\_\_\_  
Name: Jon Hookstratten  
Title: Executive Vice President  
Broadcast Distribution

ACCEPTED AND AGREED:

SINCLAIR BROADCAST GROUP, INC.  
(for the appropriate Licensee of each of its Fox-affiliated subsidiary Stations)

By:   
Name: David Amy  
Title: EVP. & Chief Financial Officer

CUNNINGHAM BROADCASTING CORPORATION  
(for Stations WITE, WRGT, WVAH and WTAT)

By: \_\_\_\_\_  
Name:  
Title:

SECOND GENERATION OF IOWA, LTD.  
(for Station KFXA)

By: \_\_\_\_\_  
Name:  
Title:

Very truly yours,

FOX BROADCASTING COMPANY

By: \_\_\_\_\_  
Name: Tom Hookstratten  
Title: Executive Vice President  
Broadcast Distribution

ACCEPTED AND AGREED:

SINCLAIR BROADCAST GROUP, INC.  
(for the appropriate Licensee of each of its Fox-affiliated subsidiary Stations)

By: \_\_\_\_\_  
Name: David Amy  
Title: EVP & Chief Financial Officer

CUNNINGHAM BROADCASTING CORPORATION  
(for Stations WITF, WRGT, WVAH and WTAT)

By: M. E. Anderson  
Name: Michael E. Anderson  
Title: President

SECOND GENERATION OF IOWA, LTD.  
(for Station KFXA)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Very truly yours,

FOX BROADCASTING COMPANY

By: \_\_\_\_\_  
Name: Tom Hookstratten  
Title: Executive Vice President  
Broadcast Distribution

ACCEPTED AND AGREED:

SINCLAIR BROADCAST GROUP, INC.  
(for the appropriate Licensee of each of its Fox-affiliated subsidiary Stations)

By: \_\_\_\_\_  
Name: David Arny  
Title: EVP & Chief Financial Officer

CUNNINGHAM BROADCASTING CORPORATION  
(for Stations WTTE, WRGT, WYAF and WIAT)

By: \_\_\_\_\_  
Name:  
Title:

SECOND GENERATION OF IOWA, LTD.  
(for Station KEFX)

By: \_\_\_\_\_  
Name: Thomas J. Ambrosini  
Title: *Chairman*



EXHIBIT A  
STATIONS

CALL LETTERS	DMA	CITY OF LICENSE
WBFF	Baltimore	Baltimore, MD
WUTV	Buffalo	Buffalo, NY
KXFA	Cedar Rapids-Waterloo-Iowa City & Dubuque	Cedar Rapids, IA
WJAT	Charleston	Charleston, SC
WVAH	Charleston-Huntington	Charleston, WV
WITE	Columbus	Columbus, OH
WRGT	Dayton	Dayton, OH
KDSM	Des Moines-Ames	Des Moines, IA
WSMH	Flint-Saginaw-Bay City	Flint, MI
WDKY	Lexington	Lexington, KY
WMSN	Madison	Madison, WI
WZTV	Nashville	Nashville, TN
KOKH	Oklahoma City	Oklahoma City, OK
KBSI	Paducah-Cape Girardeau-Harrisburg	Paducah, KY
WYZZ	Peoria-Bloomington	Peoria, IL
WPGH	Pittsburgh	Pittsburgh, PA
WRLH	Richmond-Petersburg	Richmond, VA
WUHF	Rochester	Rochester, NY
KABB	San Antonio	San Antonio, TX
WSYT	Syracuse	Syracuse, NY

EXHIBIT B  
FOX PAYMENT TERMS

1. Payment. As a material term of the Affiliation Agreement and the Letter Agreement to which this Exhibit B is attached, Licensee shall pay to Fox, within 60 days following the end of each quarter during and after the Term, as follows:

A. Programming Fee and Distant Fee: On a quarterly basis, Licensee shall pay all Programming Fees and Distant Fees accrued for each Station with respect to each month during such quarter, based upon the sum of the aggregate number of subscribers to each MVPD for such month. Payment shall be made to a "lock-box" which will be established and administered by Fox. The number of a MVPD's subscribers upon which Licensee shall pay Fox shall be the total number of subscribers reported to Licensee by such MVPD for each calendar month, and confirmed to be true and accurate by Licensee.

B. Prime Time Inventory Purchase Fee: On a quarterly basis, Licensee shall pay 25% of the applicable annual Prime Time Inventory Purchase Fee as invoiced by Fox and set forth on the schedule in the Letter Agreement to which this Exhibit B is attached. Payment shall be made to a "lock-box", which will be established and administered by Fox.

2. Statement. Each Fee payment will be accompanied by a statement (the "Statement") in a form to be reasonably designated by Fox, which shall include all information necessary for Fox to compute the Programming Fees and Distant Fees due for such month, including, without limitation: (i) the total amount due to Fox for that calendar month with respect to all MVPDs; (ii) the name of each MVPD in each Station's DMA (and DMA-2, if applicable); (iii) the name of each MVPD party to an RTC Agreement entered into with Licensee for each Station during such month and (iv) with respect to all MVPDs, the aggregate number of subscribers for which payment was both due and made to Licensee for each Station.

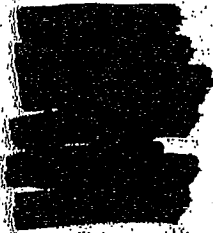
3. Certification. As part of each Statement, the Chief Financial Officer, Chief Accounting Officer (or person occupying a substantially similar position) for Licensee must certify in writing the truth, accuracy and completeness of the payments made to Fox and of the other information contained in the Statement.

EXHIBIT C

PRIME TIME INVENTORY PURCHASE FEES

WBHE, WUPV, WDAT, WVAH, WITE, WRGT, KDSM, WSMH, WDKY, WMSN,  
WZTV, KOKH, KBSI, WYZZ, WPGH, WRBH, WUHF, KABE, WSYT

Year 14 (7/1/12-6/30/13)  
Year 15 (7/1/2013-6/30/14)  
Year 16 (7/1/2014-6/30/2015)  
Year 17 (7/1/2015-6/30/2016)  
Year 18 (7/1/2016-6/30/2017)  
Year 19 (7/1/2017-6/30/2018)\*



KFXA (Second Generation)

Year 14 (7/1/12-6/30/13)  
Year 15 (7/1/2013-6/30/14)  
Year 16 (7/1/2014-6/30/2015)  
Year 17 (7/1/2015-6/30/2016)  
Year 18 (7/1/2016-6/30/2017)  
Year 19 (7/1/2017-6/30/2018)\*



\*

\*Prime Time Inventory Purchase Fees for Year 19 will be pro-rated to reflect the expiration of the Term in accordance with the terms of the Affiliation Agreement.

EXHIBIT D  
FOX AUDIT PROVISIONS

1. Each time, if any, that Fox elects to cause the Books to be audited (which may not occur more than once in any 12-month period unless such Station fails to cooperate fully with such Audit), Station must, to the extent reasonably necessary in the Auditor's good-faith judgment to determine whether payments are being properly made to Fox hereunder give the Auditor access to all of the Books and promptly provide the Auditor with copies of the portions of Books that the Auditor directs. Without limitation to the foregoing, the Auditor will have the right (i) to verify MVPD subscriber counts (but the Auditor will not contact the MVPD) and (ii) to inspect historical data back through the beginning of the second calendar year preceding the year in which the audit is being conducted. Notwithstanding anything herein or in the Letter Agreement to the contrary, Auditor shall have access only to information relating to the number of subscribers in a Station's DMA to which a Station's signal is carried by an MVPD. Furthermore, Licensee may redact from any document reviewed by the Auditor the name of any specific MVPD or any other information that would identify or could be used to identify any MVPD.

2. The Auditor may make copies of, or excerpts from, only such part of the Books which relate to matters subject to examination as herein provided. Such examination shall be made only at the location where the applicable Books are maintained, and shall be conducted in a manner that does not interfere with the Station's normal business activities, during reasonable business hours. The examination shall continue for no longer than 10 consecutive business days and for such additional time as is reasonably necessary for the Auditor to complete the examination of those Books. Fox will cause the Auditor to sign a Confidentiality Agreement with Licensee in a commercially reasonable form.

3. In each audit, to the extent Fox requests, the Auditor will determine whether Licensee has fully paid to Fox all sums due in accordance with the Letter Agreement, and will advise Fox and Licensee of that determination. If the Auditor determines that Licensee has underpaid Fox, Fox will be entitled to obtain from the Auditor all information necessary to substantiate the underpayment, as determined by the Auditor in its good-faith judgment.

4. If it is disclosed through an audit that there has been any underpayment to Fox, Licensee must immediately pay to Fox: An amount equal to the total underpayment, plus the interest thereon at [REDACTED] per month or the highest lawful rate, whichever is less, from the due date until Fox receives payment. Licensee will be liable to Fox for all reasonable costs and expenses (including without limitation, fines, forfeitures, attorneys' fees, disbursements and administrative and court costs) in connection with the collection of any overdue amounts. At its election, Fox may deduct any amounts (plus any applicable interest thereon), not paid to Fox when due, from any amounts that Fox owes to Licensee in connection with the Affiliation Agreement or otherwise.

5. All Fox audits will be conducted at its sole cost and expense, except that if the audit reveals any significant underpayment to Fox of the payments that were due for the period covered by the audit (other than as a result of underreporting of subscribers by an MVPD), then Licensee must immediately reimburse Fox for all of Fox's cost in connection with the audit.

6. If Licensee significantly fails to timely and accurately make any Fee payments to Fox (other than as a result of underreporting of subscribers by an MVPD), then following at least 10 days written notice and the failure of Licensee to cure such payment failure during such notice period, Fox may elect to, effective on the date Fox designates: (1) terminate Station's

right to broadcast any one or more series of other Fox programs (including without limitation the NFL or other sports programming on Fox); or (2) terminate the Affiliation Agreement.

7. Notwithstanding anything to the contrary, and without limitation to any terms herein, if as a result of an audit that Licensee conducts at its sole cost and expense, it is determined that any underreporting of subscribers by MVPDs results in Licensee making an underpayment or failing to timely or accurately make any payments to Fox due under this Letter Agreement, Licensee agrees to pay to Fox the total Fee amounts due to Fox that were not paid as a result of said underreporting upon Station's receipt of payment from such MVPD.

8. Any dispute between Licensee and Fox regarding whether there has been an underpayment to Fox under the terms herein as the result of any audit may only be submitted to binding arbitration in accordance with Attachment 1 hereto. The arbitration decision will be final and will be enforceable under the provisions of California Code of Civil Procedure Section 1287.4.

~~EXHIBIT E~~  
NON-LINEAR REPURPOSING  
AUDIT PROVISIONS

1. If the Board of Governors of the Fox Broadcasting Company Television Affiliates Association (the "Affiliate Board") request in writing, Fox shall permit, at the sole cost and expense of the Affiliate Board, an independent, nationally-recognized, reputable firm of Certified Public Accountants ("Auditor"), designated by the Affiliate Board in such written notice, the designation of which shall be subject to the reasonable approval of Fox, to examine the Fox Broadcasting Company books of account which relate solely to Non-Linear Excluded Programs (the "FBC Books"), in order to verify the accuracy of the transactions or items of information as first reflected in any revenue statements that may accompany any payments made to Fox Affiliates resulting from the distribution of Non-Linear Excluded Programs.

2. The Auditor may only make copies of, or make excerpts from the part of the FBC Books which relate to matters and time frame subject to examination as provided herein. Such examination shall be made only at the location where the applicable Books are maintained, and shall be conducted in a manner that does not interfere with normal business activities, during reasonable business hours, and not more frequently than once during any consecutive 12-month period. Such examination shall continue for no longer than 30 calendar days, and for such additional time as is reasonably necessary for the Auditor to complete the examination as provided herein. Once reviewed, all records supporting the transactions or items of information reflected in the particular revenue-sharing statements shall not be examined again.

3. A true copy of all reports made by the Auditor pursuant to the foregoing provisions shall be delivered to Fox at such time as written objection is delivered to Fox with respect to any transaction or items of information contained therein.

4. The foregoing right to examine is limited to the Non-Linear Excluded Programs and under no circumstances shall the Affiliate Board, Fox Affiliates or Auditor have the right to examine records relating to Fox's business generally or with respect to any other series, program or any other entity or matter whatsoever, for comparison or otherwise.

5. Any dispute arising under the audit provisions in this Exhibit E shall be submitted to binding arbitration by, and according to the rules of, J.A.M.S. ("JAMS") in Los Angeles, California. Although each side shall advance one-half of the fee of the arbitrator and for JAMS' services, the prevailing party in such arbitration shall be entitled to recover all costs of arbitration, including reasonable outside attorneys' fees and costs, subject to the terms of Attachment 1 hereto. The arbitration decision will be final and will be enforceable under the provisions of California Code of Civil Procedure Section 1287.4.

ATTACHMENT 1  
ARBITRATION PROCEDURES

1. Either Licensee or Fox, as applicable, may commence arbitration proceedings by giving to the other a written letter stating that it desires to submit a dispute to arbitration and designating one arbitrator.
2. Within 20 days after receiving such letter, the other party shall designate in writing a second arbitrator. If the other party fails or refuses for whatever reason, to select a second arbitrator within 20 days, then the first arbitrator appointed shall serve as the sole arbitrator and shall promptly determine the controversy.
3. The two arbitrators shall promptly select a third arbitrator, and if they cannot agree on a third arbitrator within 10 days after the appointment of the second arbitrator, either party may secure appointment of the third arbitrator by application to the American Arbitration Association.
4. Each of the arbitrators shall be a person experienced and knowledgeable with regard to the television industry, and if applicable, to the sale by television stations of advertising time in network programs.
5. The arbitration shall be conducted in the County of Los Angeles, State of California, and except as otherwise expressly provided in the Letter Agreement or the Affiliation Agreement, the arbitration shall be governed by and subject to the laws of the State of California and the then prevailing rules of the American Arbitration Association.
6. If either party fails to appear at the hearing on the date designated in accordance with the rules of the American Arbitration Association, or otherwise fails to participate in the arbitration proceeding, the arbitrators or arbitrator, as the case may be, are empowered to proceed ex parte.
7. The arbitrator or arbitrators, as applicable, when appointed, shall promptly decide the controversy by majority vote and such decision shall be final, and Licensee and Fox shall be bound by the arbitrators' majority decision.
8. The arbitrators' decision shall be controlled by the terms of this Letter Agreement and the Affiliation Agreement.