

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (this "Agreement") is made as of October 31, 2014, effective November 1, 2014 (the "Effective Date"), by and between Sinclair Television Group, Inc. ("Programmer") and New Age Media of Pennsylvania, LLC ("Company") and New Age Media of Pennsylvania License, LLC ("Licensee," and together with the Company, collectively, "Operating Company").

RECITALS

Licensee is the licensee of, and Operating Company operates, the television broadcast stations WOLF-TV and WQMY-TV and related low power television stations in the Wilkes-Barre/Scranton, Pennsylvania designated market area (collectively, the "Station").

Operating Company and Programmer are parties to an asset purchase agreement dated September 25, 2013, as amended (the "Purchase Agreement"), pursuant to which Operating Company has agreed to sell and Programmer has agreed to purchase certain assets of the Station on the terms and conditions set forth therein, but not the FCC license (and the digital antenna and transmitter and certain related assets) relating to the Station. Capitalized terms used but not defined in this Agreement shall have the meanings set forth in the Purchase Agreement.

Programmer desires to acquire time on the Station for its programming and advertising, subject to the limitations set forth herein and in accordance with the rules, regulations and policies of the Federal Communications Commission (the "FCC").

Therefore, for and in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. SALE OF TIME

1.1 **Broadcast of Programming.** During the Term (as defined below), Operating Company shall make available broadcast time on the Station for the broadcast of Programmer's programs (the "Programming") for up to twenty four (24) hours per day, seven days per week, except for: (a) downtime occasioned by routine maintenance consistent with prior practice; (b) the times set forth on Schedule 1.1 hereto and at other times mutually agreeable to Operating Company and Programmer during which time Operating Company may broadcast programming designed to address the concerns, needs and interests of the Station's viewers, children's educational/informational programming, or locally produced programming; (c) times when Programmer's programs are not accepted or are preempted by Operating Company in accordance with this Agreement; and (d) times when the Station is not broadcasting because of Force Majeure Events (as defined below). During the Term, Programmer shall purchase such airtime on the Station for the price and on the terms set forth in this Agreement and shall transmit the Programming to the Station's facilities at Programmer's expense in a manner that ensures that the Programming meets technical and quality standards at least equal to those of the Station's broadcasts prior to the Effective Date. Notwithstanding anything herein to the contrary, during

the Term, the Station shall continue to broadcast any programming required to be aired under the terms of the Station's programming contracts.

1.2 Advertising and Programming Revenues. The Operating Company shall retain all of the Accounts Receivable (as defined in and pursuant to the Purchase Agreement) existing on or prior to the Effective Date. During the broadcast time on the Station made available to Programmer pursuant to the terms of this Agreement, Programmer shall have full authority to sell for its own account commercial time on the Station. Programmer shall retain all revenues from the Programming and from the broadcast or sale of all advertising or other time on the Station to the extent arising on or after the Effective Date. All contracts for advertising or programming on the Station which may be entered into by Programmer, other than such contracts which have been entered into in the ordinary course of business, shall either (i) allow for the termination of such contract upon the termination of this Agreement (other than a termination at FCC Closing under the Purchase Agreement) or (ii) require the prior consent of the Operating Company.

1.3 Force Majeure. Any failure or impairment of facilities, any delay or interruption in broadcasting the Programming, or any failure at any time to furnish the facilities, in whole or in part, for broadcasting, due to (i) acts of God, strikes or threats thereof, war, acts of terrorism, civil disturbance, force majeure, or any other causes beyond the reasonable control of Operating Company or Programmer; or (ii) any loss of use or failure of the Main Studio or any Studio Equipment or Transmission Equipment (as each such term is defined below), caused by ordinary wear and tear (collectively, "Force Majeure Events"), shall not constitute a breach of this Agreement, and neither Operating Company nor Programmer, as the case may be, will be liable to the other party therefor; *provided, however*, that failure to make any payment due under this Agreement shall not be excused for a Force Majeure Event.

1.4 Main Studio, Studio Equipment, Transmission Equipment. Programmer may originate the Programming from the Station's office and studio facilities for the Station (the "Main Studio"), purchased by Programmer pursuant to the Purchase Agreement, using the Equipment located in the Main Studio (the "Studio Equipment"), also purchased by Programmer pursuant to the Purchase Agreement. To enable Programmer to fulfill its obligations hereunder, during the Term, Operating Company shall make the digital antenna and transmitter of the Station (the "Transmission Equipment") available, for no additional consideration, to Programmer solely for its use to fulfill its obligations hereunder. Programmer shall make available a portion of the Main Studio and Studio Equipment to Operating Company to fulfill its obligations under the Communications Laws for the consideration set forth in Schedule 1.4 hereof. Operating Company shall not provide access for any persons other than its employees, advisors, consultants or representatives to enter the Main Studio without the express prior permission of Programmer. Operating Company agrees to take good care of the Main Studio and the Studio Equipment, subject to ordinary wear and tear, and to comply with any rules and regulations enacted by any landlord for the buildings housing the Main Studio. When on Programmer's premises, Operating Company's personnel shall be subject to the direction and control of Programmer's management personnel (except as may be required to allow Operating Company's personnel to fulfill Operating Company's obligations under Communications Laws), and Operating Company shall not cause its personnel to (i) act contrary to the terms of any lease for the premises, (ii) cause any lien, claim or encumbrance on the premises or (iii) interfere with

the business and operation of Programmer or its use of such premises. This Section is subject and subordinate to Programmer's lease for such Main Studio and does not constitute a grant of any real property interest. Subject to and in accordance with the provisions set forth in **Section 7** below, Operating Company agrees to indemnify and hold harmless Programmer and its Affiliates from any and all third party claims for damages for injuries to or death of persons and for damages to property arising out of Operating Company's use and/or occupancy of the Main Studio or the Studio Equipment in violation of this Agreement. Subject to and in accordance with the provisions set forth in **Section 7** below, Programmer agrees to indemnify and hold harmless Operating Company and its Affiliates from any and all third party claims for damages for injuries to or death of persons and for damages to property arising out of Programmer's use of the Main Studio, the Studio Equipment, or Operating Company's Transmission Equipment.

1.5 Payments. In consideration of the rights granted under this Agreement, Programmer shall pay the Operating Company the fees and reimburse certain of Operating Company's costs and provide Operating Company with the information and other rights as provided in Schedule 1.5 hereto.

1.6 Term. The term of this Agreement (the "Term") shall commence on the Effective Date at 12:01 a.m., local Station time (the "MSA Effective Time"), and shall terminate on the eighth anniversary of the Effective Date; provided, the termination date shall be extended for five additional eight year terms, unless the Programmer gives Operating Company nine (9) months prior written notice prior to the end of the applicable term and unless this Agreement is terminated in accordance with its terms pursuant to **Section 8**.

1.7 License to Use Call Sign and Trademarks. Operating Company hereby grants Programmer a license to use the Station's call letters, trademarks and names included in the FCC Assets (the "Marks") in connection with the broadcast and promotion of the Programming during the Term. Programmer agrees that the nature and quality of all services rendered by it in connection with the Marks shall conform to reasonable quality standards set by and under the control of Operating Company. If Operating Company becomes aware of any fact which in its opinion indicates that Programmer is using the Marks in connection with programming that does not conform with Operating Company's reasonable quality standards, Operating Company may notify Programmer in writing of such facts and request that Programmer conform its use of the Marks to Operating Company's reasonable quality standards. If Programmer does not promptly conform its use of the Marks, Operating Company may terminate the license granted hereby upon written notice to Programmer. Programmer agrees to cooperate with Operating Company, to supply Operating Company with video tapes and uses of the Marks upon Operating Company's reasonable request, and to use the Marks only in connection with its providing programming on the Station hereunder consistent with past practice. Programmer further agrees to notify Operating Company in writing of any legal action commenced against Programmer which relates to the Marks or to the quality of the Programming within 10 days of notice to Programmer of such action.

2. OBLIGATIONS AND RIGHTS OF THE OPERATING COMPANY

Programmer acknowledges and agrees that Operating Company is and shall remain responsible for operating the Station in the public interest and controlling the day-to-day

operations of the Station in conformance with its FCC licenses, permits and authorizations, and nothing in this Agreement shall be construed to prevent or hinder the Operating Company from retaining and exercising full and complete control over the Station, including, but not limited to, control of the Station's finances, personnel, and programming. Without limiting the generality of the foregoing, Operating Company and Programmer agree as follows:

2.1 Operating Company's Absolute Right to Reject Programming. Operating Company shall have the absolute right to suspend, cancel or reject any Programming, including advertising announcements or other material, which Operating Company in its sole discretion deems contrary to the public interest, the Communications Act of 1934, as amended (the "Communications Act"), or the FCC's rules, regulations and policies (the "Rules," and together with the Communications Act, the "Communications Laws"). Without limiting the foregoing, Operating Company reserves the right to refuse to broadcast any Programming containing any matter Operating Company in its sole discretion believes is, or may be determined by the FCC or any court or other regulatory body with authority over Operating Company or the Station to be, violative of any third party intellectual property rights, defamatory, indecent, obscene, profane or otherwise in violation of law. Operating Company may take any other actions necessary to ensure the Station's operations comply with the laws of the United States, the Communications Laws (including the prohibition on unauthorized transfers of control), the rules, regulations and policies of other federal government authorities, including the Federal Trade Commission and the Department of Justice, and all other Federal, state and local laws, rules and regulations. Operating Company may suspend, cancel or refuse to broadcast any portion of the Programming pursuant to this Section 2.1 without reduction or offset in the payments due Operating Company under this Agreement.

2.2 Operating Company's Right to Preempt Programming for Special Events and Public Interest Programming. Operating Company shall have the absolute right to preempt Programming in order to broadcast a program deemed by Operating Company, in its sole discretion, to be of greater national, regional or local public interest or significance, or to provide public service programming, and to use part or all of the hours of operation of the Station for the broadcast of events of special importance. In all such cases, Operating Company will use commercially reasonable efforts to give Programmer reasonable advance notice of its intention to preempt the Programming.

2.3 Operating Company's Public Service Programming. Operating Company shall have the right to preempt Programming in order to broadcast public service programming at the times set forth in Schedule 1.1 hereof.

2.4 Compliance with Communications Laws. The parties acknowledge that Operating Company is ultimately responsible for complying with the Communications Laws, including with respect to (a) the carriage of political advertisements and programming (including, without limitation, the rights of candidates and, as appropriate, others to "equal opportunities," lowest unit charge and reasonable access); (b) the broadcast and nature of public service programming and children's educational/informational programming; (c) the maintenance of political and public inspection files and the Station's logs; (d) the ascertainment of issues of community concern, (e) the preparation of all quarterly issues/programs lists; (f) the

preparation of all quarterly Children's Television Programming Reports (Form 398); (g) and the broadcast of locally produced programming.

2.5 Maintenance and Repair of Transmission Facilities. Subject to Schedule 1.5 and Section 4.2 of this Agreement, Operating Company shall use commercially reasonable efforts to maintain the Station's transmission equipment and facilities in normal operating condition.

2.6 Main Studio. Operating Company shall maintain a main studio for the Station as required under the Communications Laws.

3. OBLIGATIONS AND RIGHTS OF PROGRAMMER

Programmer shall not take any action, or omit to take any action, inconsistent with Operating Company's obligations under the Communications Laws to retain ultimate responsibility for the programming and technical operations of the Station. Whenever at the Main Studio or otherwise on the Station's premises, all of Programmer's personnel shall be subject to the supervision and the direction of the General Manager(s) (as defined below) and/or the Station's Chief Operator(s) (as that term is defined in the Communications Laws). Without limiting the generality of the foregoing, Programmer agrees as follows:

3.1 Compliance with Laws and Station Policies. Programmer will not make any changes in any Station's format or call signs during the Term. Programmer has advised Operating Company of the nature of the Programming and shall ensure that all Programming conforms to all applicable provisions of the Communications Laws, all other laws or regulations applicable to the broadcast of programming by the Station, and the programming regulations prescribed in Schedule 3.1 hereto. At no time during the Term shall Programmer or its employees or agents represent, hold out, describe or portray Programmer as the licensee or owner of the Station.

3.2 Cooperation with Operating Company.

(a) Programmer, on behalf of Operating Company, shall furnish or insert within the Programming all Station identification announcements, the children's educational/informational programming, programming designed to address the concerns, needs and interests of the Station's viewers, and, the locally produced programming, required by the Communications Laws. Upon request by Operating Company, Programmer shall provide (a) information about Programming that is responsive to the public needs and interests of the area served by the Station, so as to assist Operating Company in the preparation of any required programming reports, (b) information about the children's educational/informational programming and the amount of commercial matter in the children's educational/informational programming, and (c) other reasonably requested information to enable Operating Company to prepare other records, reports and logs required by the FCC or other local, state or federal governmental agencies, and all other requested information (to the extent Programmer has or can readily obtain such information) reasonably necessary for Operating Company to fulfill its responsibilities hereunder and under applicable FCC requirements. Programmer shall maintain and promptly deliver to Operating Company all records and information required by the FCC to

be placed in the public inspection files of the Station, including all records and information pertaining to the broadcast of political programming and advertisements, in accordance with the provisions of Sections 73.1943 and 73.3526 of the Rules and The Bipartisan Campaign Reform Act of 2002. Programmer additionally agrees that the Programming shall include closed captioning to the extent required by Part 79 of the Rules and that broadcasts of sponsored programming addressing political issues or controversial subjects of public importance will comply with the provisions of Section 73.1212 of the Rules. Programmer shall consult with Operating Company and adhere strictly to all applicable provisions of the Communications Laws, including with respect to the carriage of political advertisements and political programming (including, without limitation, the rights of candidates and, as appropriate, other parties, to "equal opportunities," lowest unit charge and reasonable access) and the charges permitted for such programming or announcements. Programmer shall cooperate with Operating Company to ensure compliance with the Rules regarding Emergency Alert System tests and alerts.

3.3 Payola and Plugola. Programmer shall provide to Operating Company in advance any information known to Programmer regarding any money or other consideration which has been paid or accepted, or has been promised to be paid or to be accepted, for the inclusion of any matter as a part of any programming or commercial material to be supplied to Operating Company by Programmer for broadcast on the Station, unless the party making or accepting such payment is identified in the program as having paid for or furnished such consideration in accordance with the Communications Laws. Commercial matter with obvious sponsorship identification will not require disclosure beyond the sponsorship identification contained in the commercial copy. Programmer shall at all times endeavor to proceed in good faith to comply with the requirements of Sections 317 and 507 of the Communications Act and the related Rules.

3.4 Handling of Communications. Programmer shall promptly provide Operating Company with the original or a complete copy of any correspondence from a member of the public relating to the Programming to enable Operating Company to comply with the requirements of the Communications Laws, including those regarding the maintenance of the public inspection file. Operating Company shall not be required to receive or handle mail, facsimiles, e-mails or telephone calls in connection with the Programming unless Operating Company has agreed to do so in writing. Operating Company shall promptly forward to Programmer all correspondence, payments, communications or other information and/or documents which it receives and which relate to the Programming, including without limitation, invoices, billing inquiries, checks, money orders, wire transfers or other payments for services or advertising.

3.5 Compliance with Copyright Act. Programmer shall not broadcast any material on the Station in violation of the Copyright Act or the rights of any Person. All music supplied by Programmer shall be (a) licensed by a music licensing agent such as ASCAP, BMI, or SESAC, (b) in the public domain or (c) cleared at the source by Programmer. Operating Company shall not be obligated to pay any music or other licensing fees or other similar expenses required in connection with the material broadcast by Programmer on the Station.

3.6 Prohibited Actions. Until the expiration of the Term (or earlier termination), Programmer shall not, without the prior written consent of Operating Company, such consent not to be unreasonably delayed or withheld, take any of the actions set forth on Schedule 3.6 hereto.

4. RESPONSIBILITY FOR EMPLOYEES AND EXPENSES

4.1 The Operating Company's Responsibility for Employees and Expenses.

(a) During the Term, the Operating Company directly, or indirectly through an affiliated entity, will employ or provide a full-time management-level employee for the Station (the "General Manager"), who shall report and be solely accountable to the Operating Company and shall be responsible for overseeing the operations of the applicable Station, and one staff-level employee for the Station, who shall report to and assist the applicable General Manager in the performance of his or her duties. As of the Effective Date, the Operating Company's General Managers and staff-level employees for the Station shall be those employees identified on Schedule 4.1 hereto.

(b) Subject to Schedule 1.5 hereto, the Operating Company shall be responsible for timely paying: (i) the salaries, taxes, insurance and related costs for the Operating Company's personnel for the Station in accordance with **Section 4.1(a)** and (ii) all FCC regulatory or filing fees.

4.2 Programmer's Responsibility for Employees and Expenses.

(a) Programmer shall provide any transmitter duty operators required for the operation of the Station during any period when the Programming is being broadcast. Programmer shall employ and be responsible for the salaries, taxes, insurance and related costs for all of its personnel and facilities used in fulfillment of its rights and obligations under this Agreement.

(b) Programmer shall be responsible for timely paying all costs, including fees to ASCAP, BMI and SESAC, attributable to the Programming. The parties acknowledge and agree that Programmer shall obtain its own ASCAP, BMI and SESAC licenses as of the Effective Date.

(c) Programmer shall be responsible for timely paying all costs associated with the Station not payable by Operating Company under **Section 4.1(b)** hereof. Without limiting the generality of the foregoing, Programmer shall also timely pay (i) all maintenance and repair costs for the Main Studio and Studio Equipment, (ii) all lease payments under the Real Property Leases, including all lease payments for the Station's studio and transmitter sites, and all taxes and other costs incident thereto, including insurance costs, (iii) all utility costs (telephone, electricity, etc.) relating to the studio and transmitter sites, (iv) all maintenance and repair costs for the transmitting equipment, (v) all costs, including utilities, taxes, insurance and maintenance, relating to the ownership of the Owned Real Property.

(d) Programmer shall maintain at its expense and with reputable insurance companies commercially reasonable coverage for broadcaster's liability insurance, worker's

compensation insurance and commercial general liability insurance, consistent with industry practice and shall cause Operating Company to be covered as a named insured thereunder.

5. CONTRACTS

To the extent reasonably necessary to perform this Agreement, during the Term, Operating Company shall provide Programmer with the benefits of any contracts relating to the Station, if any, that were not Assumed Contracts under the Purchase Agreement, and Programmer shall perform the obligations of the Operating Company thereunder. Notwithstanding anything herein to the contrary, the Station shall continue to broadcast any programming required to be aired under the terms of the Assumed Contracts (as defined in the Purchase Agreement). Programmer shall have the right to enter into any contracts Programmer reasonably determines are necessary for the operation of the Station, including contracts for advertising on the Station and retransmission consent agreements with MVPDs and Operating Company shall take the other actions set forth in Schedule 5 hereto.

6. PRORATIONS; ACCOUNTS RECEIVABLE

6.1 Proration of Income and Expenses. The parties acknowledge and agree that the Purchase Agreement includes provisions with respect to the proration of income and expenses attributable to the period prior to the Effective Date.

6.2 Accounts Receivable. The parties acknowledge and agree that the Purchase Agreement includes provisions with respect to collection by Programmer of Accounts Receivable attributable to the period prior to the Effective Date.

7. INDEMNIFICATION

7.1 Indemnification.

(a) From and after the Effective Date, Programmer shall indemnify, defend, protect and hold harmless Operating Company, its Affiliates, and their respective employees, officers, directors, shareholders and agents, and the successors and assigns of any of them, from and against, and reimburse them for, all claims, damages, liabilities, costs and expenses, including reasonable attorneys' fees and expenses arising from (a) the Programming; (b) any claim for indecency, libel, slander, infringement of copyright or other intellectual property right, or violation of any right of privacy or proprietary right or violation of FCC rules or other applicable law, as a result of the broadcast on the Station of the Programming; (c) Programmer's direct or indirect use of the Main Studio, the Studio Equipment, the Transmission Equipment or Operating Company's Marks; (d) any breach by Programmer of any representation, warranty, covenant or other agreement hereunder; (e) any action taken by Programmer, its employees or agents or any person under Programmer's direction or control with respect to the Station, or any failure by Programmer, its employees or agents, or any person under Programmer's direction or control to take any action with respect to the Station, including but not limited to Programmer's payment and performance of its obligations and liabilities unless such failure by Programmer resulted from a failure by the Operating Company to perform hereunder; (f) any other claims of any nature, including any investigation initiated or fines or forfeitures imposed by the FCC, as a result of the broadcast on the Station of the programming provided by such party; or (g) any

claims of any nature arising due to Programmer's performance, or lack of performance, under any contracts referred to in **Section 5** above relating to the Station.

(b) From and after the Effective Date, Operating Company shall indemnify, defend, protect and hold harmless Programmer, its Affiliates, and their respective employees, officers, directors, shareholders and agents, and the successors and assigns of any of them, from and against, and reimburse them for, all claims, damages, liabilities, costs and expenses, including reasonable attorneys' fees and expenses arising from (a) any programming provided by Operating Company for broadcast on the Station during the Term; (b) any claim for indecency, libel, slander, infringement of copyright or other intellectual property right, or violation of any right of privacy or proprietary right or violation of FCC rules or other applicable law, as a result of the broadcast on the Station of any programming provided by Operating Company during the Term; (c) any breach by Operating Company of any representation or warranty hereunder, or any intentional breach of any covenant or other agreement hereunder; (d) Operating Company's use of the Main Studio and Studio Equipment; and (d) any action taken by such party or its employees or agents with respect to the Station, or any failure by such party or its employees or agents to take any action with respect to the Station, including but not limited to such party's payment and performance of obligations and liabilities, unless resulting from a failure by the other party to perform hereunder or resulting from the actions or omissions of its employees under the direction and control of Programmer.

7.2 Procedure for Indemnification. If the indemnified party shall notify the indemnifying party of any claim or demand pursuant to **Section 7.1**, and if such claim or demand relates to a claim or demand asserted by a third party against the indemnified party, the indemnifying party shall have the right to employ counsel reasonably acceptable to the indemnified party to defend any such claim or demand asserted against the indemnified party for so long as the indemnifying party shall continue in good faith to diligently defend against such action or claim. The indemnified party shall have the right to participate in the defense of any such claim or demand at its own expense. The indemnifying party shall notify the indemnified party in writing, as promptly as possible (but in any case five business days before the due date for the answer or response to a claim) after the date of the notice of claim given by the indemnified party to the indemnifying party of its election to defend in good faith any such third party claim or demand. So long as the indemnifying party is defending in good faith any such claim or demand asserted by a third party against the indemnified party, the indemnified party shall not settle or compromise such claim or demand without the consent of the indemnifying party, which consent shall not be unreasonably withheld, and the indemnified party shall make available to the indemnifying party or its agents all records and other material in the indemnified party's possession reasonably required by it for its use in contesting any third party claim or demand. Whether or not the indemnifying party elects to defend any such claim or demand, the indemnified party shall have no obligations to do so. In the event (x) the indemnifying party elects not to defend such claim or action, or (y) if the indemnifying party elects to defend such claim or action but fails to diligently defend such claim or action in good faith, the indemnified party shall have the right to conduct the defense thereof and to settle or compromise such claim or action without the consent of the indemnifying party, except that with respect to the settlement or compromise of such a claim, demand or action, the indemnified party shall not settle or compromise any such claim or demand or action without the consent of the indemnifying party (such consent not to be unreasonably withheld), unless the indemnifying party is given a full and

completed release of any and all liability by all relevant parties relating thereto and has no obligation to pay any damages, except for the obligation to indemnify provided hereunder.

7.3 Limitations on Liability. Notwithstanding any other provision of this Agreement, except as a result of fraud, (i) the indemnification provisions of this Section 7 shall be the sole and exclusive monetary remedy of Programmer (other than with respect to Programmer's rights to the lease payments set forth in Schedule 1.4 hereto) and Operating Company for breach or non-performance of any representations, warranties, obligations, covenants and agreements of Programmer and Operating Company contained in this Agreement (and this provision shall not adversely affect any party's right to specific performance or injunctive relief), and (ii) neither party shall have any liability to the other party under any circumstances for special, indirect, consequential, punitive or exemplary damages, or lost profits, diminution in value or any damages based on any type of multiple of any indemnified party. The provisions of Sections 7.1, 7.2 and 7.3 shall survive any termination of this Agreement.

8. TERMINATION FOR ANY REASON OTHER THAN THE CLOSING

8.1 Termination. This Agreement may be terminated prior to the expiration of the Term as follows:

(a) By either Operating Company or Programmer, by written notice to the other party, if, subject to Section 10.4, this Agreement shall have been declared invalid or illegal in whole or in material part by an order or a decree of the FCC or any other administrative agency or court of competent jurisdiction, and such order or decree shall have become final and shall no longer be subject to further administrative or judicial review;

(b) Automatically upon acquisition of the FCC Assets by Programmer pursuant to Programmer's exercise of its rights under the Option Agreement between Operating Company and Programmer of even date herewith (the "Option Agreement");

(c) By the mutual consent of Operating Company and Programmer;

(d) By either Operating Company or Programmer, by written notice to the other party, if the Purchase Agreement is terminated pursuant to the terms thereof;

(e) By Operating Company, by written notice to Programmer if Programmer fails to timely make any payment required under this Agreement;

(f) By Operating Company, by written notice to Programmer if Programmer fails to observe or perform any other obligation contained in this Agreement in any material respect or breaches any representation, warranty or covenant made by it under this Agreement in any material respect; or

(g) By Programmer, by written notice to Operating Company if Operating Company fails to observe or perform any obligation contained in this Agreement in any material respect or breaches any representation, warranty or covenant made by it under this Agreement in any material respect.

Notwithstanding the foregoing, any breach or default under **Section 8.1(e), (f) or (g)** will not be deemed to have occurred until 15 calendar days after the non-defaulting party has provided the defaulting party with written notice specifying the event of default and such event of default remains uncured. Upon the occurrence of an event of default, and in the absence of a timely cure pursuant to this **Section 8.1**, the non-defaulting party may terminate this Agreement, effective immediately upon written notice to the defaulting party. Failure of Operating Company to broadcast the Programming due to facility maintenance, repair or modification or due to any reason out of Operating Company's reasonable control shall not constitute a breach or an event of default by Operating Company hereunder.

8.2 Effect of Termination. If this Agreement expires or is terminated for any reason, other than the acquisition of the FCC Assets by Programmer pursuant to the exercise of the Option Agreement, Operating Company may surrender its FCC License to the FCC, or in Operating Company's discretion, seek to restore the status quo with respect to the operation of the Station as of the time immediately following the Closing under the Purchase Agreement but as if this Agreement had not been entered into. If Operating Company shall notify Programmer of its election to seek to restore said status quo, the parties shall cooperate in good faith in attempting to do so. No expiration or termination of this Agreement shall terminate the indemnification obligations of Programmer or Operating Company hereunder or relieve a party of any obligation or liability for breach or default prior to termination.

9. REQUIRED FCC CERTIFICATIONS

9.1 Operating Company's Certification. Operating Company hereby certifies that it shall maintain ultimate control over the Station's facilities, including specifically control over the Station's finances, personnel and programming.

9.2 Programmer's Certification. Programmer hereby certifies that this Agreement complies with the provisions of the FCC's broadcast ownership rules as in effect as of the date of this Agreement.

9.3 Nondiscrimination. In accordance with the Communications Laws, Programmer shall not discriminate in any contract for advertising on the Station on the basis of race or gender, and all such contracts shall be evaluated, negotiated and completed without regard to race or gender. Programmer shall include a clause to such effect in all contracts for advertising on the Station, and if requested shall provide written confirmation of compliance with such requirement.

10. MISCELLANEOUS

10.1 Amendment, Modification or Waiver. No amendment, modification or waiver of any provision of this Agreement shall be effective unless made in writing and signed by the party adversely affected, and any such waiver and consent shall be effective only in the specific instance and for the purpose for which such consent was given.

10.2 No Waiver. No failure or delay on the part of the Operating Company or Programmer in exercising any right or power under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment

or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power.

10.3 Governing Law; Waiver of Jury Trial. The construction and performance of this Agreement shall be governed by, and construed in accordance with, the law of the State of Delaware without regard to its principles of conflict of law. The exclusive forum for the resolution of any disputes arising hereunder shall be the Delaware Chancery Court and each party hereto irrevocably submits to the exclusive jurisdiction of such courts in any such action or proceeding and irrevocably waives the defense of an inconvenient forum to the maintenance of any such action or proceeding. Each party agrees not to bring any action or proceeding arising out of or relating to this Agreement in any other court. EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. The parties hereto hereby acknowledge that they have each been represented by counsel in the negotiation, execution and delivery of this Agreement and that their lawyers have fully explained the meaning of the Agreement, including in particular the jury-trial waiver.

10.4 Change in FCC Rules or Policies; Severability. In the event that the FCC determines that this Agreement does not comply with the Communications Laws, the parties shall negotiate in good faith and attempt to agree to an amendment to this Agreement that will provide the parties with a valid and enforceable agreement that conforms to the Communications Laws and that preserves in all material respects the parties' rights, benefits and obligations under this Agreement. Subject to the foregoing, in the event that any of the provisions of this Agreement shall be held unenforceable, then so long as no party is deprived of the benefits of this Agreement in any material respect, the remaining provisions shall be construed as if such unenforceable provisions were not contained herein (provided, however, that Programmer shall otherwise make Operating Company financially whole for any material loss resulting therefrom). Any provision of this Agreement that is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof, and any such unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction. To the extent permitted by applicable law, the parties hereto hereby waive any provision of law now or hereafter in effect that renders any provision hereof unenforceable in any respect.

10.5 Construction. Any question of doubtful interpretation shall not be resolved by any rule providing for interpretation against the party who causes the uncertainty to exist or against the drafter of this Agreement.

10.6 No Partnership or Joint Venture. This Agreement is not intended to be and shall not be construed as a partnership or joint venture agreement between the parties. No party to this Agreement shall be authorized to act as agent of or otherwise represent any other party to this Agreement.

10.7 Entire Agreement. This Agreement and the Purchase Agreement, and the exhibits and schedules hereto and thereto, embody the entire agreement and understanding of the

parties hereto and supersede any and all prior agreements, arrangements and understandings relating to the matters provided for herein.

10.8 Benefit and Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Neither Operating Company nor Programmer may assign its rights under this Agreement without the prior written consent of Programmer or Operating Company, respectively, which consent may not be unreasonably withheld or delayed. No assignment shall relieve a party of any obligation or liability under this Agreement.

10.9 Headings. The headings set forth in this Agreement are for convenience only and will not control or affect the meaning or construction of the provisions of this Agreement.

10.10 Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be deemed to have been duly delivered and received (a) on the date of personal delivery, (b) on the date of transmission, if sent by facsimile, or (c) one business day after having been dispatched via a nationally recognized overnight courier service to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 10.10).

If to Programmer:

Sinclair Television Group, Inc.
10706 Beaver Dam Road
Cockeysville, Maryland 21030
Attention: President
Facsimile: (410) 568-1533

With a copy, which shall not constitute notice, to:

Sinclair Broadcast Group, Inc.
10706 Beaver Dam Road
Cockeysville, Maryland 21030
Attention: General Counsel
Facsimile: (410) 568-1537

If to Operating Company:

c/o New Age Media Management, LLC
46 Public Square
Suite 500
Wilkes-Barre, PA 18701
Attention: John Parente
E-mail: jparente@newagemediatv.com
Facsimile: (570) 824-7897

With a copy, which shall not constitute notice, to:

Cozen O'Connor
1900 Market Street
Philadelphia, PA 19103
Attention: John J. Cunningham, III
E-mail: jcunningham@cozen.com
Facsimile: (215) 665-2013

10.11 No Third-Party Beneficiaries. Except as provided in Section 10.8, this Agreement is for the sole benefit of the parties hereto and their permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement

10.12 Set Off. Each party shall have the right to set off any amount due to it under this Agreement by the other party that is not paid within fifteen (15) days that such payment is due, and at such time to accelerate and make due immediately all additional amounts due hereunder, against any amounts previously owed, currently owed, or to be owed at any time in the future by such party or any of its affiliates to the other party or any of its affiliates under this Agreement or any other agreement to which Operating Company and Programmer or any of their affiliates are parties.

10.13 Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery by facsimile, PDF or other electronic means of a counterpart of a signature page to this Agreement as signed by a party, shall be effective as such party's delivery of its manually executed counterpart of this Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Master Services Agreement as of the date first set forth above.

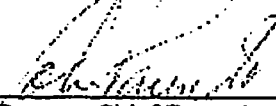
PROGRAMMER

SINCLAIR TELEVISION GROUP, INC.

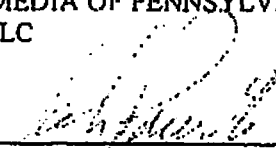
By: _____
Name:
Title:

OPERATING COMPANY

NEW AGE MEDIA OF PENNSYLVANIA, LLC

By: 
John Parente, Chief Executive Officer

**NEW AGE MEDIA OF PENNSYLVANIA
LICENSE, LLC**

By: 
John Parente, Chief Executive Officer

IN WITNESS WHEREOF, the parties have executed this Master Services Agreement as of the date first set forth above.

PROGRAMMER

SINCLAIR TELEVISION GROUP, INC.

By: 

Name: David B. Army
Title: Secretary

OPERATING COMPANY

NEW AGE MEDIA OF PENNSYLVANIA, LLC

By: _____

John Parente, Chief Executive Officer

**NEW AGE MEDIA OF PENNSYLVANIA
LICENSE, LLC**

By: _____

John Parente, Chief Executive Officer