

TOWER, STUDIO AND SERVICES AGREEMENT

This Tower and Studio License Agreement ("*License Agreement*") is made and entered into as of Nov 12th, 2015, by and between Sinclair Communications, LLC, a Maryland limited liability company ("*Sinclair*"), and Howard Stier Holdings ("*HSH*").

WHEREAS, Sinclair and HSH are parties to that certain Assignment of Option, dated as of January 14, 2015, as amended, pursuant to which HSH acquired the certain of the assets and licenses of commercial television station WLYH-TV, Harrisburg, PA ("*Station*") from Sinclair;

WHEREAS, Sinclair is the owner of a tower and broadcast and office facilities and equipment located in the Harrisburg, PA market (the "*Sinclair Facilities*"), a portion of which Sinclair housed its operation of Station;

WHEREAS, Sinclair desires to grant to HSH a license to use space on its tower discrete studio and broadcast equipment, set forth on Exhibit A hereto (the "*Licensed Premises and Equipment*") within the Sinclair Facilities for the operation of Station;

WHEREAS, Sinclair and HSH desire that Sinclair provide certain services to HSH so that HSH can efficiently operate the Station; and

NOW, THEREFORE, in consideration of the mutual promises set forth herein, Sinclair and HSH hereby agree as follows:

1. **License.** Subject to any third party consents required for such licenses (as determined by Sinclair), Sinclair, in consideration of the fees and covenants herein stipulated to be paid or performed by HSH, hereby licenses to HSH and HSH hereby licenses from Sinclair upon and subject to the terms, covenants and conditions hereinafter set forth, the Licensed Premises and Equipment

2. **Term.** The term of this License Agreement shall be from the date hereof for eight years or such earlier time as agreed upon by the parties. After the initial term, this Agreement shall continue until the date that is one eighty (180) days after the day either party gives the other party written notice of termination (the "*License Term*").

3. **Fee.** 

4. **Use of Licensed Premises and Equipment.** HSH agrees to take reasonable care of the Licensed Premises and Equipment, subject to reasonable and normal wear and tear. HSH shall reimburse Sinclair for all costs and expenses incurred

by Sinclair in connection with any repairs associated with any and all damage to the Sinclair Facilities caused by HSH, its employees, agents or invitees. HSH shall return the Licensed Premises and Equipment to Sinclair in as good condition as said Licensed Premises and Equipment are in on the date hereof, reasonable and normal wear and tear excepted.

5. Alterations. HSH shall make no alterations, additions, changes or improvements to the Sinclair Facilities without the prior written consent of Sinclair, which consent may be withheld in the sole and absolute discretion of Sinclair.

6. Services. Sinclair shall perform for HSH all engineering and technical services relating to the Station's equipment and the Leased Premises and Equipment, including the maintenance and repair of such equipment. Sinclair shall not provide any sales or programming related services. At the option of the parties, Sinclair may provide news and other local programming for the Station, provided such programming is not more than 15% of programming of the Station. HSH shall bear responsibility for all third party costs that Sinclair incurs to provide such services under this section.

7. Indemnity. HSH agrees to indemnify, defend and hold harmless Sinclair from any loss, attorney's fees, court and other costs or claims for damages arising out of use and/or occupancy of the Sinclair Facilities by HSH or its agents, employees or invitees, unless caused solely by Sinclair's intentional acts or gross negligence.

8. Assignment; Sublicensing; Mechanics' Liens. HSH may not assign this License Agreement nor sublicense all or any part of the Licensed Premises and Equipment at anytime to any other party. HSH shall not suffer or permit any mechanics' liens to be filed against the Licensed Premises and Equipment.

9. Default. If HSH defaults in fulfilling any of its covenants or obligations hereunder, Sinclair at its option may terminate and end this License Agreement and all rights of the HSH hereunder. Any waiver, express or implied, by either party of any breach of this License Agreement or any terms, conditions or promises herein contained shall not be or construed to be a waiver of any subsequent breach of the same or any other term, condition or promise herein and the payment by the HSH and acceptance by the Sinclair of the fee hereunder shall not be construed to be a waiver of any breach of terms or conditions herein except as to the particular installment of the fee so paid and accepted. Each party shall have the right to set off any amount due to it under this License 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 HSH and Sinclair or any of their affiliates are parties. Sinclair shall have the right to setoff any amount due hereunder by HSH to Sinclair that is not paid to Sinclair within fifteen (15) days that such payment is due against any amounts previously owed, currently owed, or to be owed at any time in the future by HSH or any of its affiliates to Sinclair or any of its

affiliates under this License Agreement or any other agreement to which Sinclair and HSH or any of their affiliates are parties

10. Surrender of Licensed Premises and Equipment. HSH, upon the expiration of the License Term or the earlier termination of this License Agreement, shall surrender to Sinclair all of its rights to use the Licensed Premises and Equipment in accordance with the terms and conditions provided for in Section 4 hereof.

11. Notices or Demands. Any notice, demand or request required or permitted to be given under the provisions of this License Agreement shall be in writing, addressed to the following addresses, or to such other address as any party may request in writing.

If to Sinclair:

President
Sinclair Television Group, Inc.



With a copy to:

Sinclair Television Group, Inc.



If to HSH:



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

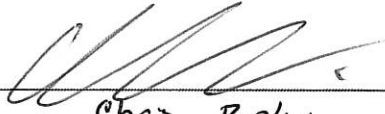
Any such notice, demand or request shall be deemed to have been duly delivered and received (i) on the date of personal delivery, or (ii) on the date of transmission, if sent by facsimile and received prior to 5:00 p.m. in the place of receipt (but only if a hard copy is also sent by overnight courier), or (iii) on the date of receipt, if mailed by registered or certified mail, postage prepaid and return receipt requested, or (iv) on the date of a signed receipt, if sent by an overnight delivery service, but only if sent in the same manner to all persons entitled to receive notice or a copy.

12. Covenants to Bind and Benefit Respective Parties. This License Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of Sinclair and HSH.

(signatures on the following page)

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

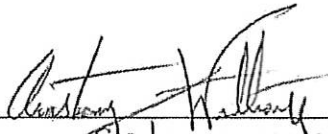
SINCLAIR COMMUNICATIONS, LLC

By: 

Chris Ripley

CFO

HSH

By: 

Anthony Hallmark

Sole owner - Managing Member

Exhibit A

Non-exclusive use of the Sinclair's tower and studio to be used by the Station to continue broadcasting how it broadcasts as of the date hereof, as determined by the parties, or other similar accommodations as determined by the parties.