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February 5, 2009

*By Hand Delivery*

Marlene H. Dortch, Secretary  
Federal Communications Commission  
445 Twelfth Street, S.W.  
Washington, DC 20554

**FILED/ACCEPTED**

**FEB - 5 2009**

Federal Communications Commission  
Office of the Secretary

**Attention: Ownership Section, Media Bureau**

**Re: KPLR, Inc.**  
**(FRN: 00000133426)**  
**KPLR-TV, St. Louis, Missouri, Facility ID No. 35417**  
**Section 73.3613(b) Filing**

Dear Ms. Dortch:

On behalf of KPLR, Inc., the licensee of KPLR-TV, St. Louis, Missouri, Facility ID No. 35417, enclosed for filing pursuant to Section 73.3613(b) of the Commission's Rules is a copy of relevant portions of a Local Marketing Agreement (the "LMA") entered into as of February 3, 2009, among Community Television of Missouri, LLC, Community Television of Colorado Missouri, LLC and KPLR, Inc. (with non-relevant and confidential/proprietary terms redacted). Section 10 of the LMA sets forth agreements potentially impacting the future ownership of KPLR-TV. Consequently, Section 10 of the LMA, as well as the LMA recitals and those portions of the LMA containing definitions of defined terms referenced in Section 10 are being submitted pursuant to Section 73.3613(b). (Note that a copy of the entire LMA, except for confidential/proprietary terms, is being placed in the public inspection file of KPLR-TV, pursuant to Section 73.3526(e)(14) of the Commission's Rules.)

Respectfully submitted,

HOGAN & HARTSON L.L.P.

By: 

Marissa G. Repp  
Attorneys for KPLR, Inc.

Enclosure

## LOCAL MARKETING AGREEMENT

**THIS LOCAL MARKETING AGREEMENT** (this “**Agreement**”) is entered into as of the 3<sup>rd</sup> day of February, 2009, by and among COMMUNITY TELEVISION OF MISSOURI, LLC, a Delaware limited liability company, COMMUNITY TELEVISION OF MISSOURI LICENSE, LLC, a Delaware limited liability company, and KPLR, INC., a Missouri corporation.

### RECITALS:

WHEREAS, KPLR, Inc. (“**Licensee**”) is the owner and operator of television station KPLR-TV, St. Louis, Missouri, Facility ID No. 35417 (the “**Station**”) pursuant to authorization(s) issued by the Federal Communications Commission (the “**FCC**”);

WHEREAS, Community Television of Missouri, LLC and Community Television of Missouri License, LLC, are the owners and operators of television station KTVI(TV), St. Louis, Missouri, Facility ID No. 35693 (“**Programmer’s Station**”) pursuant to authorization(s) issued by the FCC (Community Television of Missouri, LLC, together with Community Television of Missouri License, LLC, “**Programmer**”);

WHEREAS, the Station is not ranked among the top four stations in the St. Louis Designated Market Area (“DMA”) based on the most recent all day (9:00 a.m.-midnight) audience share, as measured by Nielsen Media Research, and, as determined by Nielsen Media Research, at least eight independently owned and operating, full-power commercial and noncommercial TV stations would remain following this Agreement in the St. Louis DMA; and

WHEREAS, Licensee and Programmer desire for Programmer, acting as an independent contractor, to provide programming to be transmitted on the Station and to provide related operational and programming services with respect to the Station; and

WHEREAS, Licensee desires to transmit programming supplied by Programmer on the Station while maintaining ultimate control over Licensee’s finances, personnel matters, and programming.

NOW, THEREFORE, in consideration of the above recitals, and mutual promises and covenants contained herein, the parties intending to be legally bound, agree as follows:

### **SECTION 1 USE OF STATION AIR TIME.**

1.1 Scope. During the Term (as defined in Section 1.2), Licensee shall make available to Programmer broadcast time on the Station (including the Station’s applicable digital spectrum for digital television service) for up to one hundred sixty-six (166) hours per week and as otherwise set forth in this Agreement. Programmer shall deliver such programming, at its expense, to the Station’s transmitters or other authorized remote control points designated by Licensee. Programmer shall provide such programming of Programmer’s selection complete with commercial matter, news, public service announcements, and other suitable programming

to the Station. Except as otherwise provided in this Agreement, Licensee agrees to broadcast such programming in its entirety, including commercials at the times specified, on the facilities of the Station without interruption, deletion, or addition of any kind. Licensee may, at its election and in its sole discretion, use such time as Licensee may require up to two (2) hours per week, for the broadcast of its own regularly-scheduled news, public affairs, and other programming on the Station, to be scheduled at mutually agreeable times. Licensee may elect to set aside additional air time (up to two (2) hours per week) (the “**Additional Time**”) to be scheduled at a mutually agreeable time, for the broadcast of specific programming on issues of importance to the local community. Licensee shall provide Programmer with as much notice as possible of its intention to set aside such Additional Time. All air time not reserved by or designated for Licensee shall be available for use by Programmer. Licensee agrees that Programmer may sell, or engage a third party to sell, commercial time during the programming provided by Programmer to the Station.

1.2 Term. Subject to the provisions for early termination contained herein, the initial term of this Agreement (the “**Initial Term**”) shall commence on 12:01 a.m. local Station time on February 3, 2009 (the “**Commencement Date**”) and shall expire upon the earlier to occur of (a) the closing of the transactions contemplated under Section 10.1; (b) the closing of the transactions contemplated under Section 10.5 if either party hereto exercises its right of first offer identified therein and consummates the acquisition of the other party’s station; or (c) October 6, 2018, provided that upon mutual consent of the parties in writing the Initial Term may be extended for an additional 10-year term (the Initial Term, together with the renewal term, if any, shall be referred to herein as the “**Term**”).

For purposes of this Agreement, except for Section 10.2, "Affiliate" means, as applied to any person or entity, any other person or entity directly or indirectly controlling, controlled by or under common control with, that person or entity and for the purposes of this definition, "control" (including with correlative meanings, the terms "controlling", "controlled by", and "under common control with") as applied to any entity, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of that entity, whether through ownership of voting securities, by contract or otherwise.

6.5

DMA (as defined by Nielsen Media Research (the “St. Louis Market”)) in the St. Louis

**SECTION 10 PUT/CALL RIGHT; COVENANT NOT TO SELL OR ENCUMBER; MARKET ACQUISITIONS; SALE OF ENTIRE COMPANY; RIGHT OF FIRST OFFER.**

10.1 Put/Call Right.

(a) Subject to the provisions of this Section 10 and Schedule 10.1(a), at any time following January 31, 2013 until the end of the Term (the "**Put/Call Right Period**"), (i) Programmer shall have the right to request that Licensee purchase Programmer's Station, and (ii) Licensee shall have the right to request that Programmer purchase the Station or that Programmer purchase from Tribune Broadcasting Company ("**TBC**") one hundred percent (100%) of the outstanding stock of Licensee (the "**Stock**"), in each case in accordance with the procedures set forth on Schedule 10.1(a) (the "**Put Right**").

(b) Subject to the provisions of this Section 10 and Schedule 10.1(b), at any time during the Put/Call Right Period, (i) Programmer shall have the right to offer to purchase the Station (or at Licensee's request following receipt of such an offer from Programmer, the Stock) and (ii) Licensee shall have the right to offer to purchase Programmer's Station, in each case in accordance with the procedures set forth in Schedule 10.1(b) (the "**Call Right**").

## 10.2 Covenant Not to Sell.

(a) During the Term, Programmer shall not sell or enter into any agreement to sell Programmer's Station (the "**Programmer Sale Agreement**"), other than to an Affiliate of Programmer, without the prior written consent of Licensee; provided, however, that, such consent shall not be unreasonably withheld, conditioned, or delayed if (i) the third party purchaser of Programmer's Station (A) assumes in writing all rights and obligations of Programmer under this Agreement, including, but not limited to, Section 10, pursuant to an assumption agreement reasonably acceptable to Licensee; (B) is financially capable of performing Programmer's obligations in this Agreement; and (C) is acceptable to the FCC. Programmer shall give Licensee written notice twenty (20) days prior to the initiation of any discussions with any third party regarding the sale of Programmer's Station or of Programmer's intent to sell or transfer Programmer's Station to an Affiliate, and thereafter, Licensee may not exercise its rights under Section 10.1 for a period commencing on the date of execution and delivery by Programmer and the other parties thereto of a Programmer Sale Agreement until the earlier of (A) three hundred and sixty-five (365) days after the date of the Programmer Sale Agreement (the "**Programmer Upset Date**"), (B) the date that the Programmer Sale Agreement has been terminated in accordance with its terms or (C) the date the transactions contemplated by the Programmer Sale Agreement are consummated. Programmer agrees that any Programmer Sale Agreement will contain a provision entitling Programmer to terminate such agreement on or after the Programmer Upset Date if a closing has not occurred thereunder. If, following the Programmer Upset Date, Licensee exercises its rights under Section 10.1, Programmer agrees to immediately terminate the Programmer Sale Agreement. Notwithstanding Section 10.2(d), Programmer may transfer Programmer's Station to an entity controlled by a successor investment entity or entities to Oak Hill Capital Partners II, L.P. or Oak Hill Capital Partners III, L.P. (collectively, the "**Oak Hill Funds**") provided that a majority of the individuals who control the Oak Hill Funds control such successor entity(ies). The transferee in any transfer to an Affiliate of Programmer or as set forth in the immediately preceding sentence must assume in writing all rights and obligations of Programmer under this Agreement, including, but not limited to, Section 10, pursuant to an assumption agreement reasonably acceptable to Licensee. To the extent that any sale or transfer by Programmer of Programmer's Station to a third party is first subject to Section 10.5, then this Section 10.2(a) shall not apply.

(b) During the Term, Licensee shall not sell or enter into any agreement to sell the Station (the "**Licensee Sale Agreement**"), other than to an Affiliate of Licensee, without the prior written consent of Programmer; provided, however, that such consent shall not be unreasonably withheld, conditioned, or delayed if (i) the third-party purchaser of the Station (A) assumes in writing all rights and obligations of Licensee under this Agreement, including, but not limited to, Section 10, pursuant to an assumption agreement reasonably acceptable to Programmer; (B) is financially capable of performing Licensee's obligations in this Agreement; and (C) is acceptable to the FCC. Licensee shall give Programmer written notice twenty (20) days prior to the initiation of any discussions with any third party regarding the sale of the Station or of Licensee's intent to sell or transfer the Station to an Affiliate, and thereafter, Programmer may not exercise its rights under Section 10.1 for a period commencing on the date of execution and delivery by Licensee and the other parties thereto of a Licensee Sale Agreement

until the earlier of (A) three hundred and sixty-five (365) days after the date of the Licensee Sale Agreement (the “**Licensee Upset Date**”), (B) the date that the Licensee Sale Agreement has been terminated in accordance with its terms or (C) the date the transactions contemplated by the Licensee Sale Agreement are consummated. Licensee agrees that any Licensee Sale Agreement will contain a provision entitling Licensee to terminate such agreement on or after the Licensee Upset Date if a closing has not occurred thereunder. If, following the Licensee Upset Date, Programmer exercises its rights under Section 10.1, Licensee agrees to immediately terminate the Licensee Sale Agreement. The transferee in any transfer to an Affiliate of Licensee must assume in writing all rights and obligations of Licensee under this Agreement, including, but not limited to, Section 10, pursuant to an assumption agreement reasonably acceptable to Programmer. To the extent that any sale or transfer by Licensee of the Station to a third party is first subject to Section 10.5, then this Section 10.2(b) shall not apply.

(c) Notwithstanding anything in this Agreement to the contrary, if, at any time during the Term, either party (or their successors) is required for regulatory purposes (as determined by the respective party in its sole discretion) to divest a station in the St. Louis Market in connection with a transaction by either party or their respective Affiliates, either party shall have the right to sell the Station or Programmer’s Station, as applicable, to a third-party purchaser, without needing the consent of the other party, provided that (i) such third party purchaser (A) assumes in writing all rights and obligations of the selling party under this Agreement, including, but not limited to, Section 10.1, pursuant to an assumption agreement reasonably acceptable to the other party; (B) is financially capable of performing Licensee’s or Programmer’s obligations in this Agreement; and (C) is acceptable to the FCC and (ii) such selling party shall provide the other party hereto with prior written notice of such divestiture.

(d) For purposes of this Section 10.2, “**Affiliate**” means, as applied to any person or entity, any other person or entity directly or indirectly controlling, controlled by or under common control with, that person or entity and for the purposes of this definition, “control” (including with correlative meanings, the terms “controlling”, “controlled by”, and “under common control with”) as applied to any entity, means the ownership, directly or indirectly, of more than 50 percent of the equity interests, the holders of which are ordinarily, in the absence of contingencies, entitled to elect the corporate directors (or persons performing a similar function) , or of more than 50 percent of the economic interests in such person or entity..

10.3 Market Acquisitions. During the Term, neither party shall, and each party shall cause its Affiliates not to, purchase or program, or enter into an agreement to purchase or program, another television station in the St. Louis Market, or enter into any other similar arrangement with respect to any such station (including, but not limited to, a joint sales agreement, a joint operating agreement, or a local marketing agreement or time brokerage agreement), without first obtaining the prior written consent of the other party, such consent not to be unreasonably withheld, conditioned, or delayed; provided, however, that either party or any of its Affiliates may purchase another television station in the St. Louis Market without the other party’s prior written consent, provided that such acquisition is in connection with a multi-station

acquisition by such party or its Affiliates and such acquisition would not cause such party to be in violation of the Communications Laws.

10.4 Sale of Entire Company. Notwithstanding anything in this Agreement to the contrary, if at any time during the Term, the direct or indirect parent company of a party hereto (or their successors) shall have the right to engage in a transaction (or series of transactions) without prior advance notice to the other party hereto and without the prior written consent of the other party hereto if such transaction (or series of transactions) results in the sale of the entire parent company and its subsidiaries, including the respective party hereto, whether by merger, consolidation, reorganization or similar corporate transaction of the parent company with or into a third party, by a sale or other disposition of substantially all the assets of or substantially all the outstanding voting equity securities of the parent company, or upon a complete liquidation or dissolution of the parent company; provided, that such party shall provide the other party hereto written notice of such transaction (or series of transactions) after the execution of a definitive agreement with respect to such transaction (or series of transactions) and if such transaction (or series of transactions) would result in the assignment of this Agreement, this Agreement shall be assumed by the acquiring entity.

10.5 Right of First Offer.

(a) For the period of time commencing on the Commencement Date and continuing until December 6, 2009, in the event that either party (the "**Selling Party**") desires to sell its respective station (*i.e.*, the Station or the Stock with respect to Licensee or TBC, respectively, as the Selling Party and Programmer's Station with respect to Programmer as the Selling Party) (in each case, the "**Subject Station**"), other than to an Affiliate, whether pursuant to a sale of all or substantially all of the assets of such station or a sale of all or substantially all of the outstanding stock or other equity of Licensee or Programmer, then the Selling Party shall first comply with the procedures in this Section 10.5. For the purposes of this Section 10.5 "Affiliate" shall have the meaning as provided for in Section 10.2(d) above; provided, however, notwithstanding Section 10.2(d), Programmer may transfer Programmer's Station to an entity controlled by a successor investment entity or entities to Oak Hill Funds provided that a majority of the individuals who control the Oak Hill Funds control such successor entity(ies). The transferee in any transfer to an Affiliate (which shall include with respect to Programmer any entity described in the immediately preceding sentence) must assume in writing all rights and obligations of Programmer or Licensee, respectively, under this Agreement, including, but not limited to, Section 10, pursuant to an assumption agreement reasonably acceptable to the other party.

(b) The Selling Party shall deliver to the other party hereto (the "**Recipient Party**") a written notice of its intent to sell the Subject Station (the "**Notice of Sale**"). For a period of thirty (30) days following the date of Recipient Party's receipt of the Notice of Sale (the "**Exercise Period**"), the Recipient Party shall be entitled to conduct due diligence on the Subject Station and deliver a written notice (a "**Responding Notice**") to the Selling Party of either Recipient Party's binding election to acquire the Subject Station, or the election of a third-party purchaser satisfactory to the Recipient Party (a "**Designated Buyer**") to acquire the

Subject Station, at a specified price (which shall be payable solely in cash) and upon the other terms and conditions of such acquisition as outlined in the Responding Notice, which Responding Notice shall include material terms and conditions. If the Recipient Party fails to send a Responding Notice within the Exercise Period it shall be deemed to have elected not to purchase the Subject Station. If the Recipient Party sends a Responding Notice in accordance with this Section 10.5(b), the Recipient Party or the Designated Buyer, as the case may be, and the Selling Party shall have another thirty (30) days (such additional thirty (30) day period to be referred to herein as the “**ROFO Negotiating Period**”) within which to negotiate and execute a mutually acceptable acquisition agreement for the Subject Station.

(c) If the Recipient Party fails to respond or exercise its right, or the right of a Designated Buyer, as the case may be, to purchase the Subject Station during the Exercise Period, or if the Recipient Party, or a Designated Buyer, as the case may be, exercises its right to purchase but, through no fault of the Selling Party, subsequently fails to enter into an acquisition agreement for the Subject Station during the ROFO Negotiating Period, or if the Recipient Party, or a Designated Buyer, as the case may be, enters into an acquisition agreement for the Subject Station during the ROFO Negotiating Period but, through no fault of the Selling Party, the closing of the transactions contemplated by such acquisition agreement does not occur, then the Selling Party shall have the right, for one hundred eighty (180) days thereafter, to enter into a binding acquisition agreement with a third party for the sale of the Subject Station, provided that (i) such third party purchaser (A) assumes in writing all rights and obligations of Selling Party under this Agreement; (B) is financially capable of performing Selling Party’s obligations in this Agreement; and (C) is acceptable to the FCC; (ii) the terms and conditions of the sale to such third-party purchaser are no less favorable in the aggregate to the Selling Party than the terms in the Responding Notice, provided, that, in the event that the Station is the Subject Station, the purchase price paid by such third party purchaser may be [REDACTED] less than the purchase price in the Responding Notice and in the event that Programmer’s Station is the Subject Station, the purchase price paid by such third party purchaser may be [REDACTED] less than the purchase price in the Responding Notice; and (iii) such transaction is consummated within two hundred seventy (270) days following the execution of the acquisition agreement which contemplates such sale.

(d) If the Selling Party has not succeeded in (i) obtaining a binding contract with a third party with respect to the Subject Station within a period of one hundred eighty (180) days following (A) the expiration of the Exercise Period, if Recipient Party failed to respond to the Notice of Sale during the Exercise Period, or (B) the expiration of the ROFO Negotiating Period, if the Recipient Party delivered a Responding Notice, as applicable, or (ii) consummating the sale of the Subject Station to a third party within a period of two hundred seventy (270) days following the date of the acquisition agreement entered into with such third party for the sale of the Subject Station, then Selling Party will again be obligated to comply with all of the provisions of this Section 10.5 prior to any sale of the Subject Station.

10.6 Sale/Change of Control. For all purposes of this Section 10, any reference to a sale of any station shall be deemed to include a sale of all or substantially all of the assets of any such station, a sale of all or substantially all of the outstanding stock or other equity of either

Licensee or Programmer, or a merger, consolidation, reorganization or similar corporate transaction of either Licensee or Programmer with or into a third party.

## **SECTION 11 MISCELLANEOUS.**

11.1 Force Majeure. Notwithstanding anything contained in this Agreement to the contrary, no party shall be liable to the other party for failure to perform any obligation under this Agreement to the extent prevented from doing so by reason of fires, acts of terrorism, strikes, labor unrest, embargoes, civil commotion, rationing or other orders or requirements, acts of civil or military authorities, acts of God or other contingencies, including equipment failures, beyond the reasonable control of the parties, and all requirements as to notice and other performance required hereunder within a specified period shall be automatically extended to accommodate the period of pendency of such contingency which shall interfere with such performance.

### 11.2 Confidentiality and Press Releases.

(a) Each party acknowledges that in the course of performing the services or satisfying its obligations hereunder, it may be exposed to or acquire information that is identified as "confidential" or "proprietary" by the other party or which a reasonable person would conclude is of a confidential nature based on the manner and means of disclosure or the type of information disclosed (the "**Confidential Information**"). Accordingly, when a party (the "**Receiving Party**") receives Confidential Information from another party (the "**Owning Party**") the Receiving Party shall, and shall obligate its employees and agents to: (i) maintain the Confidential Information received from the Owning Party in strict confidence; (ii) not disclose the Confidential Information received from the Owning Party to a third party without the Owning Party's prior written approval (except as required by law); and (iii) not, directly or indirectly, use the Confidential Information received from the Owning Party for any purpose other than for the purposes permitted by this Agreement. Upon the expiration or termination of this Agreement, each party shall promptly return all information, documents, and other materials belonging to the Owning Party to such party.

(b) No press release or public disclosure, either written or oral, of the existence or terms of this Agreement or the transactions contemplated hereby shall be made by either party to this Agreement without the consent of the other, and each party shall furnish to the other advance copies of any release which it proposes to make public concerning this Agreement or the transactions contemplated hereby and the date upon which such party proposes to make public such press release.

(c) Notwithstanding anything contained herein to the contrary, no party shall be prohibited from (i) making any disclosures to any governmental authority that it is required to make by law, including the filing of this Agreement with the FCC and placing a copy of this Agreement in each station's public inspection files (*i.e.*, the public inspection file of the Station with respect to Licensee and the public inspection file of Programmer's Station with respect to Programmer); (ii) disclosing this Agreement or its terms to its attorneys, accountants, agents or advisors; or (iii) filing this Agreement with, or disclosing the terms of this Agreement to, any

institutional lender to such party and as to any other third party as required by either party's credit agreement(s) and similar financing agreements and arrangements.

11.3 Notices. All notices and other communication hereunder shall be in writing and shall be deemed given (a) if delivered personally, when received; (b) if by facsimile transmission, upon the generation by the transmitting facsimile machine of a confirmation that the entire document has been successfully transmitted; (c) if mailed by registered or certified mail (postage prepaid, return receipt requested), on the third business day following the date of deposit in the United States mail; or (d) if sent by a nationally recognized courier service, on the business day following the date of deposit with such courier service. All such notices shall be addressed to a party at the following address (or at such other address for a party as shall be specified by like notice):

If to Programmer:

Community Television of Missouri, LLC  
Community Television of Missouri License, LLC  
c/o Local TV, LLC  
Lookout Corporate Center  
1717 Dixie Highway, Suite 650  
Fort Wright, Kentucky 41011  
Attention: Mr. Robert Lawrence  
Facsimile: (859) 331-6014  
Confirmation: (859) 331-9100  
with copies (which shall not constitute notice) to:

Keystone Group, L.P.  
201 Main Street, Suite 3100  
Fort Worth, Texas 76102  
Attention: Kevin G. Levy, Esq.  
Facsimile: (817) 820-1623  
Confirmation: (817) 390-8503

with a copy (which shall not constitute notice) to:

Graydon Head & Ritchey LLP  
1900 Fifth Third Center  
Cincinnati, OH 45202  
Attention: John J. Kropp, Esq.  
Facsimile: (513) 651-3836  
Confirmation: (513) 629-2820

If to Licensee:

KPLR, Inc.  
c/o Tribune Company  
435 North Michigan Avenue  
6<sup>th</sup> Floor  
Chicago, IL 60611  
Attention: Chief Operating Officer  
Facsimile: (312) 222-3203  
Confirmation: (312) 222-4122

and

Tribune Company  
435 North Michigan Avenue  
6<sup>th</sup> Floor  
Chicago, IL 60611  
Attention: General Counsel  
Facsimile: (312) 222-4206  
Confirmation: (312) 222- 3651

with a copy (which shall not constitute notice) to:

Hogan & Hartson LLP  
555 Thirteenth Street, NW  
Washington, DC 20004-1109  
Attention: Marissa G. Repp, Esq.

Facsimile: (202) 637-5910  
Confirmation: (202) 637-5600

or to such other address as either party shall have designated by notice in the foregoing manner to the other parties.

11.4 Severability. If any covenant or provision hereof is determined to be void or unenforceable in whole or in part, it shall not be deemed to affect or impair the validity of any other covenant or provision, each of which is hereby declared to be separate and distinct. If any provision of this Agreement is so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable. If any provision of this Agreement is declared invalid or unenforceable for any reason other than overbreadth, the offending provision will be modified so as to maintain the essential benefits of the bargain among the parties hereto to the maximum extent possible, consistent with law and public policy.

11.5 Payment of Expenses. Except as otherwise provided herein, Licensee and Programmer shall pay their own expenses incident to the preparation and carrying out of this Agreement, including all fees and expenses of their respective counsel.

11.6 Further Assurances. The parties shall take any actions and execute any other documents that may be necessary or desirable to the implementation and consummation of this Agreement or that may be reasonably requested by any party hereto. Each party will cooperate with the other party and provide any assistance reasonably requested by the other party to effectuate the terms of this Agreement.

11.7 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Each party hereto will receive by delivery or facsimile transmission a duplicate original of the Agreement executed by each party, and each party agrees that the delivery of the Agreement by facsimile transmission will be deemed to be an original of the Agreement so transmitted.

11.8 Headings. The headings in this Agreement are for the sole purpose of convenience of reference and shall not in any way limit or affect the meaning or interpretation of any of the terms or provisions of this Agreement.

11.9 Relationship, Dealings with Third Parties, No Partnership and No Joint Venture. Each party hereto is an independent contractor, and no party is, or shall be considered to be, the agent of another party for any purpose whatsoever. No party has any authorization to enter into any contracts or assume any obligations for another party nor make any warranties or representations on behalf of the other party, other than as expressly authorized herein. Nothing in this Agreement shall be construed as establishing an agency, partnership, fiduciary relationship or joint venture relationship between the parties hereto. No party is or shall hold itself out to be vested with any power or right to bind contractually or act on behalf of the other party as the other party's contracting broker, agent or otherwise for committing, selling, conveying or transferring any of another party's assets or property, contracting for or in the name of the other party or making any representations contractually binding the other party.

11.10 Waiver. The waiver by Programmer or Licensee of any breach of any term, covenant, or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein. No covenant, term, or condition of this Agreement shall be deemed to have been waived by Programmer or Licensee, unless such waiver is in writing and is signed by the party against whom such waiver is asserted.

11.11 Assignability. No party hereto may assign this Agreement without the prior written consent of the other parties, except as provided in Section 10.1, Section 10.2, Section 10.4, and Section 10.5.

11.12 Governing Law. This Agreement shall be construed under and in accordance with the laws of the State of Delaware without giving effect to the principles of conflict of laws, but applying the Communications Act in the event of a conflict between the laws of the State of Delaware and the Communications Act.

11.13 Specific Performance. Each party hereto hereby acknowledges and agrees that money damages would not be a sufficient remedy for any breach of this Agreement by such party, that the other party would suffer irreparable harm as a result of any such breach, and that, to the extent permitted by law, including the Communications Laws, in addition to all other remedies available under this Agreement or at law or in equity, the other party shall be entitled to specific performance and injunctive or other equitable relief (collectively, "**Specific Performance**") as a remedy for any such breach or threatened breach, without posting any bond, security or other undertaking, provided, however, that Programmer shall not be entitled to Specific Performance in regards to the broadcasting of programming on the Station. In the event of any action by a party to enforce this Agreement, the other party hereby waives the defense that there is an adequate remedy at law.

11.14 Entire Agreement. This Agreement (together with the Schedules attached hereto) and that certain letter agreement of even date herewith entered into by the parties hereto and certain of their respective Affiliates (the "**Letter Agreement**") represents the entire understanding and agreement between Programmer and Licensee with respect to the specific subject matter hereof. This Agreement cannot be amended or modified except by an agreement in writing which makes specific reference to this Agreement and which is signed by the parties hereto.

*[Remainder of Page Intentionally Left Blank]*

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

COMMUNITY TELEVISION OF MISSOURI,  
LLC

By: /s/ Kevin G. Levy  
Name: Kevin G. Levy  
Title: Vice President

COMMUNITY TELEVISION OF MISSOURI  
LICENSE, LLC

By: /s/ Kevin G. Levy  
Name: Kevin G. Levy  
Title: Vice President

KPLR, INC.

By: /s/ Gina M. Mazzaferri  
Name: Gina M. Mazzaferri  
Title: Vice President

Solely for purposes of Section 10.1, Section 10.2, Section 10.5, Schedule 10.1(a) and Schedule 10.1(b):

TRIBUNE BROADCASTING COMPANY

By: /s/ Gina M. Mazzaferri  
Name: Gina M. Mazzaferri  
Title: Vice President

**Schedule 10.1(a)**  
**Put Right**

[REDACTED]

**Schedule 10.1(b)**  
**Call Right**

[REDACTED]