



RECEIPT COPY

Pillsbury Winthrop Shaw Pittman LLP
2300 N Street, NW | Washington, DC 20037-1122 | tel 202.663.8000 | fax 202.663.8007

Christine A. Reilly
tel 202.663.8245
christine.reilly@pillsburylaw.com

November 24, 2014

VIA HAND DELIVERY

Marlene H. Dortch, Secretary
Federal Communications Commission
Office of the Secretary
445 12th Street, SW
Room TW-A325
Washington, DC 20554

Accepted/Files

NOV 24 2014
Federal Communications Commission
Office of the Secretary

Re: Manhan Media, Inc.
FRN: 0021241484
WWHO(TV), Chillicothe, OH, FAC ID: 21158

Dear Ms. Dortch:

On behalf of Manhan Media, Inc. ("Licensee"), licensee of the above-referenced station, and pursuant to 47 C.F.R. § 73.3613, we hereby submit a copy of the station's Shared Services Agreement ("SSA") between Licensee and Sinclair Media II, Inc.

Please note that proprietary financial information has been redacted from the SSA.

Please let me know if you have any questions.

Very truly yours,

Christine Reilly/CD

Christine Reilly

Enclosure

SHARED SERVICES AGREEMENT

Sinclair Media II, Inc., a Maryland corporation ("Provider"), and Manhan Media, Inc., a Delaware Corporation ("Licensee"), hereby enter into this Shared Services Agreement (this "Agreement") dated as of February 16, 2012. Provider and Licensee are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, Licensee, pursuant to authorizations issued to it by the Federal Communications Commissions (the "FCC"), is the owner, operator, and licensee of Television Station WWHO (TV) (the "Licensee Station") licensed in the Columbus, Ohio market and is experienced in the management and operation of commercial television stations; and

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

WHEREAS, none of the services to be provided by Provider to Licensee hereunder are intended to (nor shall) abrogate Licensee's exclusive authority and duty, as the FCC Licensee of Licensee Station, to manage and control programming on the Licensee Station; and

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

NOW, THEREFORE, IN CONSIDERATION OF the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. Provision of Services.

(a) Consistent with the rules, regulations, and policies of the FCC, and subject to Licensee's ultimate supervision and control, Provider agrees to provide to Licensee the following services to support the operation of the Licensee Station; *provided*, that such supervision and control shall not be deemed to permit Licensee to expand in any material respect the obligations of Provider or to require Provider to incur any material additional obligation or liability hereunder (the "Services"). The Services will include, without limitation, the following:

(i) sale of advertising time on the Licensee Station, including without limitation, any digital spectrum authorized for use by the Licensee Station (the "Excess Digital Spectrum.");

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

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

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

(v) the negotiation of contracts (other than those relating to programming or the oversight of Licensee's personnel or finances) necessary or advisable for the operation of the Station including, without limitation, the right to grant retransmission consents to cable, satellite and other multi-channel video program distributors ("MVPDs") and to enter into contracts (in the name of or on behalf of Licensee and with Licensee's consent, not to be unreasonably withheld) memorializing such grant; and

(vi) the maintenance and operation of a website associated with the Licensee Station, whether alone or in some combination with another station operated by Provider.

(b) In order to accommodate the provision of the Services by Provider, Provider agrees to make available to Licensee (subject to any lease and/or financing agreements applicable thereto) for use, pursuant to the Lease Agreement attached hereto as Exhibit A (the "Lease Agreement"), any and all (i) equipment sufficient to ensure and enable Licensee to conduct broadcast operations of the Licensee Station consistent with, and pursuant to, the FCC Rules and the Communications Act owned or used by Licensee in connection with the operations of the Licensee Station (the "Equipment") and (ii) facilities as may be reasonably necessary to conduct broadcast operations from such location and establish the main studio of the Licensee Station at such location and for the employees of Licensee at the Licensee Station to conduct the applicable business and operations of the Licensee Station. Under the supervision of Licensee's Chief Engineer, Provider shall maintain the Equipment in good order and repair in accordance with industry standards. Provider shall bear the cost of maintaining and repairing the Equipment.

(c) In order to accommodate the provision of the Services by Provider, Licensee shall cooperate in all material respects with and make available to Provider all reasonable requests of Provider given in conformity with the terms of the agreement, subject to payment of the fees pursuant to Section 2(b) of this Agreement.

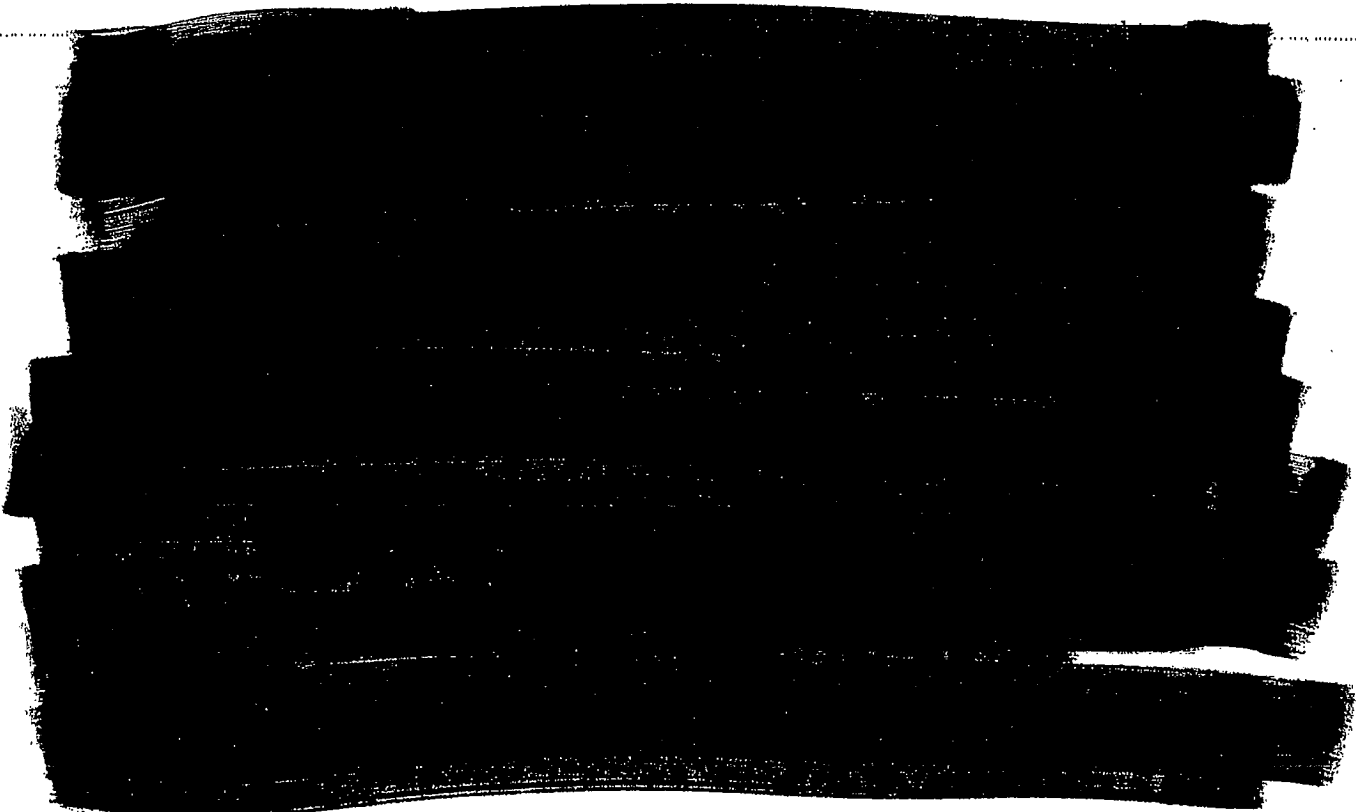
(d) Provider's use of the Equipment and Licensee's employees to provide the functions required by this Agreement shall at all times be subject to (i) each Party's absolute right and duty to control and manage its own programming, personnel and finances, (ii) the other provisions of this Agreement, and (iii) the rules, regulations and policies of the FCC.

(e) Notwithstanding anything to the contrary contained herein, (i) the Parties recognize that Licensee is, and at all times shall be, responsible for programming the Licensee Station and nothing in this Agreement is intended to detract from, or in any manner abrogate, that responsibility, and (ii) Licensee will maintain for the Licensee Station separate managerial and other personnel to carry out the selection and procurement of programming for the Licensee Station. Service Provider shall not have the right to control the policies, operations, management or any other matters relating to the operation of the Licensee Station.

2. Payments.

(a) In consideration for the execution, delivery and performance by Provider of this Agreement, Licensee agrees that as payment for the services provided hereunder, after the payment to the Licensee of the "Fee" as defined below, Provider shall be entitled to retain any and all revenues of the Station (other than revenues reserved for Licensee as described in Section 22 hereof), including (without limitation) revenues from the sale of advertising time on the Station and the revenues related to the use and/or sale of the Excess Digital Spectrum.

(b) In consideration for the execution, delivery and performance by Licensee of this Agreement, Provider shall pay Licensee a fee (the "Fee") for each calendar year (pro rated for partial years) equal to the greater of 2(b)(i) and 2(b)(ii) below:



(d) During the Term, Provider shall calculate the BCF and the Net Revenue of the Station (the "Monthly Report") as of the last day of each calendar month. Each such date is referred to herein as an "End Date". During the Term, the Provider shall, within thirty (30) days of each End Date deliver to Licensee Station the Monthly Report for the month immediately preceding the End Date for which such Monthly Report is applicable. Within Sixty (60) days following each calendar year during the Term, Provider shall notify Licensee of the BCF and the Net Revenue for such year (with respect to such year, the "Year End Report") and (subject to clause (h) below) within thirty (30) days after such notification Provider shall make a payment to Licensee equal to the excess of the Fee due hereunder with respect to such year based on the final determination of the BCF and Net Revenue for the entire year over the amount of the monthly advance payments made to Licensee with respect to such year.

(e) In addition to the Fee, Provider agrees to pay Licensee, as additional consideration for the rights granted to Provider herein, within five (5) days following each calendar month of the Term, the amount set forth on Exhibit B hereto with respect to the immediately preceding month.



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

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

(j) On or prior to the 60th day after Licensee's receipt of the Year End Report for any year, Licensee may give Provider a written notice (an "Objection Notice") indicating its objections to such Year End Report. If Licensee does not give Provider an Objection Notice within such 60-day period, then such Year End Report will be conclusive and binding upon the Parties. If Licensee gives a timely Objection Notice, then Provider and Licensee will negotiate in good faith to resolve their disputes regarding such Year End Report. If Provider and

Licensee are unable to resolve all disputes regarding such Year End Report on or prior to the 30th day after the Objection Notice is given, then Provider and Licensee will retain a top 50 accounting firm (either by mutual agreement or by random choice after eliminating any such firm which is conflicted based on services currently being provided or having been provided within the past three years or otherwise unable to participate) (the "Independent Accounting Firm") to resolve the dispute as soon as practicable, and in any event within thirty (30) days. The BCF and Net Revenue for the applicable year as determined by the Independent Accounting Firm will be conclusive and binding upon the Parties and will constitute the BCF and Net Revenue for such year for all purposes of this Section 2. The fees and expenses of the Independent Accounting Firm in connection with its review of such Year End Report shall be paid one-half by Provider and one-half by Licensee.

(k) Notwithstanding anything to the contrary contained herein, cash payments for program content rights relating to the Licensee Station which were contractually due prior to the Effective Date shall for all purposes be treated as relating to the period prior to the Effective Date notwithstanding that such payments are not paid by Licensee until up to ninety (90) days after the date due contractually.

3. **Term.** The term of this Agreement (the "Term") shall commence at 12:01 a.m. on March 1, 2012 (the "Effective Date"). Unless earlier terminated in accordance with the terms hereof, the term of this Agreement shall end on the eighth (8th) anniversary of the Effective Date; provided, however, unless at least six (6) months prior to the end of the then Term Provider has given Licensee written notice that Provider does not want the Term to be extended, the Term will automatically be extended for up to five (5) additional, successive five (5) year terms (each such renewal term shall be included in the definition of "Term" as used herein).

4. **Station Operations.**

(a) **Licensee Station Operations.**

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

(ii) During the Term and subject to any change in applicable law, Licensee shall continue to employ at Licensee Station's main studio location, its own employees, consisting of at least two full-time employees, including a station manager and a staff level employee who will report and be accountable to Licensee. The names of the two employees anticipated to fulfill these functions at the commencement of the Term are set forth on Exhibit C hereto. In the event that one of Licensee's employees is not an engineer, Licensee shall have the right on a contract basis, but without charge, to the services of Provider's engineering staff in fulfilling all necessary and appropriate engineering functions for the Licensee Station.

(iii) During the Term, Licensee shall retain responsibility for the selection, development, acquisition, and broadcast of any and all programming to be broadcast over Licensee Station, as well as the payment thereof. To that end, Licensee shall (A) have

exclusive authority for the negotiation, preparation, execution and implementation of any and all programming agreements for the Licensee Station, and (B) retain and hire or utilize whatever employees Licensee deems appropriate or necessary to fulfill those programming functions. In fulfillment of this authority, Licensee shall have the right to require Provider to provide consulting services to Licensee with regard to programming and to require Provider to use commercially reasonable efforts to obtain preferred pricing and other beneficial terms for programming which Licensee wishes to acquire for broadcast on the Station. Provider shall have no involvement in the determination of such programming decisions and activities (except to the extent of providing commercial matter to be broadcast over Licensee Station and such other administrative support functions and consulting requested by Licensee, as described in this Agreement). Notwithstanding anything herein to the contrary, except to the extent prohibited by applicable law or regulations of the FCC (including the rules generally referred to as the "right to reject"), the Provider shall have the right to program up to fifteen percent (15%) of the Licensee Station's programming at such times as are determined by Provider after consulting with and after obtaining the approval of Licensee. Such approval shall not to be unreasonably delayed, denied or withheld.

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

(b) Licensee's Responsibilities.

(i) ~~Licensee Authority~~ During the term, the Licensee shall take all necessary actions to maintain and preserve the license for the Station. By way of example and not limitation, Licensee shall be responsible for Licensee Station's compliance with all applicable provisions of the Communications Act of 1934, as amended (the "Act"), the rules, regulations and policies of the FCC and all other applicable laws. Provider shall cooperate with Licensee in taking such actions as Licensee may reasonably request to assist Licensee in maintaining the Station's compliance with the Act, the rules, regulations and policies of the FCC, and all other applicable laws. Notwithstanding any other provision of this Agreement, Provider recognizes that Licensee has certain obligations to operate the Station in the public interest and to broadcast programming to meet the needs and interests of the Station's community of license and service area. Nothing in this Agreement shall abrogate or limit the unrestricted responsibility of Licensee to discharge its obligations to the public and to comply with the Act and the rules, regulations and policies of the FCC, and Licensee shall have no liability or obligation to Provider for taking any action that Licensee deems necessary or appropriate to discharge such obligations or comply with such laws, rules, regulations or policies.

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

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

(iv) **Political Advertising.** Licensee shall oversee and shall take ultimate responsibility for the Licensee Station's compliance with the political broadcasting rules of the FCC and Sections 312 and 315 of the Act, or any similar provision which may be enacted during the term hereof imposing a duty upon broadcast station Licensees with respect to broadcast of political advertising, including but not limited to the provision of equal opportunities, compliance with lowest unit charge requirements, and the provision of reasonable access to federal political candidates. Provider shall cooperate and consult with Licensee, at Provider's expense, to assist Licensee in complying with the Act and the political broadcasting rules of the FCC. Provider shall supply such information promptly to Licensee, as Licensee reasonably deems necessary or useful to comply with the lowest unit charge and other applicable political broadcast requirements of federal law. To the extent that Licensee deems it necessary or appropriate, Provider shall release advertising availabilities to Licensee to permit Licensee to comply with the political broadcasting rules of the FCC and Sections 312 and 315 of the Act, or any similar provision which may be enacted during the term hereof imposing a duty upon broadcast station licensees with regard to the broadcast of political advertising or programming.

5. Licensee Covenants.

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

(a) **FCC License Holder.** Licensee shall remain as the holder of the FCC Licenses listed on Exhibit D hereto (the "FCC Licenses").

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

(c) **Actions.** Except as otherwise permitted by this Agreement, Licensee shall not take any action or omit to take any action which would result in any material adverse effect upon either of the Parties, their assets, or upon either Party's ability to perform this Agreement.

(d) **Reports.** Licensee shall file all reports and applications required to be filed by Licensee, relating to the FCC Licenses or otherwise, with the FCC or any other governmental body in a timely and complete manner. Licensee shall maintain all necessary logs and public files relating to the FCC Licenses required by the FCC or any other governmental body in a timely and complete manner.

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

(f) **Title.** Licensee shall maintain good and marketable title to all of the assets and properties owned by Licensee (together with replacements, thereof) and used in the operation of the Licensee Station.

(g) **Licensee Station Operation.** Licensee shall use all commercially reasonable efforts to operate the Licensee Station at its maximum authorized power, with its antenna center of radiation at its full-authorized height above ground and above average terrain. Licensee shall use commercially reasonable efforts to maintain its existing relationship with program distributors, including the CW Television Network, and will continue to make retransmission consent (or allow the Provider to make retransmission consent), rather than "must carry," elections with respect to all MVPDs.

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

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

6. Provider Covenants.

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

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

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

7. Confidentiality.

(a) Neither Party shall use or disclose to any other person or entity (except as may be necessary for the consummation of the transactions contemplated hereby, or as required by law, and then only with prior notice to the other Party) this Agreement or any information received from the other Party or their agents in the course of investigating, negotiating and performing the transactions contemplated by this Agreement; *provided, however*, that each Party may disclose such information to such Party's officers, directors, employees, lenders, advisors, attorneys, accountants and financial advisors who need to know such information in connection with the consummation of the transactions contemplated by this Agreement and who are informed by such Party of the confidential nature of such information. Nothing shall be deemed to be confidential information that: (i) is already in such Party's possession, provided that such information is not known by such Party to be subject to another confidentiality agreement with or other obligation of secrecy to the other Party or another Party, or (ii) becomes generally available to the public other than as a result of a disclosure by such Party or such Party's officers, directors, employees, lenders, advisors, attorneys or accountants, or (iii) becomes available to such Party on a nonconfidential basis from a source other than another Party or its advisors, provided that such source is not known by such Party to be bound by a confidentiality agreement with or other obligation of secrecy to the other Party or another Party, or (iv) is developed independently by either Party without resort to the confidential information of the other Party. In the event this Agreement is terminated, each Party shall return or destroy and certify such destruction in writing to the other Party of all information, including all documents, work papers and other written confidential material, obtained by such Party from the other Party in connection with this Agreement.

(b) No Party shall publish any press release or make any other public announcement concerning this Agreement without the prior written consent of the other Party, which shall not be delayed, denied, or withheld unreasonably; *provided, however*, that nothing contained in this Agreement shall prevent any Party, after notification to the other Party, from making any filings with governmental authorities or securities listing or exchange authorities that, in its judgment, may be required or advisable in connection with the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby.

8. Assignment. Provider shall have the right to assign all or any portion of their rights under this Agreement to (a) any entity under common control with Buyer whether in existence or formed after the date hereof, (b) a Qualified Intermediary under Section 1031 of the Code, (c) any lender or any agent for such lender(s) for collateral purposes only, or (d) any third party, with prior five days prior written notice to Licensee. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. No person or entity, other than the Parties, is or shall be entitled to bring any action to enforce any provision of this Agreement against any of the Parties, and the covenants and agreements set forth in this Agreement shall be solely for the benefit of, and shall be enforceable only by, the Parties or their respective successors and assigns as permitted hereunder. Other than as expressly set forth in this Section 8, no Party may assign or transfer all or any portion of its rights

under this Agreement without the prior written consent of the other Party, which consent may be withheld in such Party's absolute discretion.

9. **Entire Agreement.** This Agreement (together with the Lease Agreement and related agreements) constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior agreements, commitments, or any other understandings between Licensee and the Provider with respect to such subject matter. No provision of this Agreement shall be changed or modified, nor shall this Agreement be discharged in whole or in part except by an agreement in writing signed by the Party against whom the change, modification, or discharge is claimed or sought to be enforced, nor shall any waiver of any of the conditions or provisions of this Agreement be effective and binding unless such waiver shall be in writing and signed by the Party against whom the waiver is asserted, and no waiver of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision.

10. **Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signatures to each such counterpart were upon the same instrument.

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


If to Provider:

Mr. David D. Smith
c/o Sinclair Broadcast Group, Inc.
10706 Beaver Dam Road
Cockeysville, Maryland 21030
Email: [REDACTED]

Copy to:

General Counsel
Sinclair Broadcast Group, Inc.
10706 Beaver Dam Road
Cockeysville, Maryland 21030
Email: [REDACTED]

If to Licensee:

Manhan Media, Inc.
1735 York Avenue #38A
New York, New York 10128
Attention: Stephen P. Mumblow


with a copy to (which shall not constitute notice)

Thomas & Libowitz P.A.
100 Light Street
Suite 1100
Baltimore, MD 21202
Attention: Steven A. Thomas, Esq.
stthomas@tandllaw.com

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

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

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

14. **Cooperation.** The Parties shall use their best efforts in the performance and fulfillment of the terms and conditions of this Agreement in effectuating the intent of such Parties as expressed under this Agreement. From time to time, without further consideration, the Parties shall execute and deliver such other documents and take such other actions as either Party reasonably may request to effectuate such intent.

15. **Arbitration.** The Parties shall attempt in good faith to resolve all claims, disputes, and other disagreements arising out of or related to this Agreement. In the event that a dispute between the Parties cannot be resolved within thirty (30) days of written notice from one Party to the other Party, such dispute shall, at the request of either Party, after providing written notice to the other Party, be determined and settled by arbitration to be held in Baltimore, Maryland, in accordance with the commercial arbitration rules of the American Arbitration Association.

16. **Severability.** It is the intent of the Parties that the transactions contemplated hereunder comply in all respects to applicable law, including, but not limited to, the Communications Act of 1934, and all applicable rules, regulations, and policies of the FCC. If any provision of this Agreement shall become void, illegal, or invalid because of a decision or other action by any governmental or judicial authority with jurisdiction thereof, the remainder of this Agreement shall remain in full force and effect without such offending provision so long as such remainder substantially reflects in all material respects the original agreement of the Parties. In such event, the Parties shall use commercially reasonable efforts to reach agreement promptly on lawful substitute provisions in place of said offending provision to effectuate as nearly as possible their intent as expressed by this Agreement. The costs of any arbitration under this Section 16 shall be borne by the non-prevailing Party.

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

18. **Further Assurances.** Licensee and Provider shall use commercially reasonable efforts in the performance and fulfillment of the terms and conditions of this Agreement in effectuating the intent of such Parties as expressed under this Agreement. From time to time, without further consideration, Licensee and Provider shall execute and deliver such other documents and take such other actions as either Party reasonably may request to effectuate such intent.

19. **Termination.**

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

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

(c) **Termination due to invalidity or material change.** Unless terminated pursuant to another provision of this Agreement, this Agreement will terminate upon the first to occur of any of the following:

(i) this Agreement is declared invalid or illegal in whole or substantial part by an order or decree of an administrative agency or court of competent jurisdiction and such order or decree has not been stayed or has become final and no longer subject to further administrative or judicial review;

(ii) there has been a material change in FCC rules or policies, or the interpretation by the FCC thereof, that would cause this Agreement to be in violation thereof, and such change is in effect and not the subject of an appeal or further administrative or judicial review; provided, that in such event the Parties shall first negotiate in good faith and attempt to agree on an amendment to this Agreement that will provide the Parties with a valid, binding and enforceable agreement that conforms to the new FCC rules, policies or precedent; or

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

(d) **Provider's Additional Termination Rights.** Notwithstanding anything herein to the contrary and in addition to Provider's termination rights in Section 19.a. above, Provider shall have the right to terminate this Agreement upon the event that Licensee makes a general assignment for the benefit of creditors, files or has filed against it a petition for bankruptcy, reorganization or an arrangement for the benefit of creditors, or for the appointment of a receiver, trustee or similar creditor's representative for the property or assets of Licensee under any federal or state insolvency law, which if filed against Licensee, has not been dismissed within thirty (30) days thereof.

(e) **Licensee's Additional Termination Rights.** Notwithstanding anything herein to the contrary and in addition to Licensee's termination rights in Section 19.b. above, Licensee shall have the right to terminate this Agreement upon the event that Provider makes a general assignment for the benefit of creditors, files or has filed against it a petition for bankruptcy, reorganization or an arrangement for the benefit of creditors, or for the appointment of a receiver, trustee or similar creditor's representative for the property or assets of Provider under any federal or state insolvency law, which if filed against Provider, has not been dismissed within thirty (30) days thereof.

20. Indemnification.

(a) **by Provider.** Provider shall indemnify and hold harmless Licensee from and against any and all claims, losses, costs, liabilities, damages, and expenses, including any FCC fines or forfeitures (including reasonable legal fees and other expenses incidental thereto), of every kind, nature and description (collectively "Damages") arising or resulting from or relating to (i) Provider's breach of any representation, covenant, agreement or other obligation of Provider contained in this Agreement and (ii) any action, which constitutes gross negligence, recklessness or willful misconduct taken by Provider or its employees and agents with respect to the Licensee Station, or any failure by Provider or its employees and agents to take any action with respect to Licensee Station, including, without limitation, Damages relating to violations of the Act, or any rule, regulation or policy of the FCC, slander, defamation or other claims relating to the sale of advertising time on the Station or programming provided by Provider (except where the Damages are caused by Licensee's gross negligence, recklessness, willful misconduct, or breach of its representations or obligations under this Agreement), from and after the Effective Date of this Agreement.

(b) **by Licensee.** Licensee shall indemnify and hold harmless Provider from and against any and all Damages arising or resulting from or relating to (i) Licensee's breach of any

representation, covenant, agreement or other obligation of Licensee contained in this Agreement and (ii) any action taken, which constitutes gross negligence, recklessness or willful misconduct by Licensee or its employees and agents with respect to the Provider, its employees, agents, assets, or a station owned or managed by Provider, or any failure by Licensee or its employees and agents to take any action with respect to the Provider, its employees, agents, assets, or a station owned or managed by Provider including, without limitation, Damages relating to violations of the Act, or any rule, regulation or policy of the FCC, slander, defamation or other claims relating to programming provided by Licensee or Licensee's broadcast and sale of advertising time on a station owned or managed by Provider (except where the Damages were incurred by Provider's negligence, recklessness, willful misconduct, or breach of any representation, covenant, agreement or other obligation contained in this Agreement), from and after the Effective Date of this Agreement.

(c) **Indemnification Procedure.** Neither Licensee nor Provider shall be entitled to indemnification pursuant to this Section 20 unless such claim for indemnification is asserted in a written notice delivered to the other Party, together with a statement as to the factual basis for the claim and the amount of the claim. Together with such notice or promptly following the delivery thereof, the Party making the claim (the "Claimant") shall make available to the other Party (the "Indemnitor") the information relied upon by the Claimant to substantiate the claim. Such notice shall be given promptly following Claimant knowing or having reason to know about such claim; provided, the Indemnitor shall be relieved of a liability for Claimant's failure to provide notice only if, and to the extent, adversely impacted by such failure. The Indemnitor under this Section 20(c) shall have the right to conduct and control through counsel of its own choosing the defense of any third party claim, action or suit (and the Claimant shall cooperate fully with the Indemnitor), but the Claimant may, at its election, participate in the defense of any such claim, action or suit at its sole cost and expense; provided, that, if the Indemnitor shall fail to defend any such claim, action or suit, then the Claimant may defend through counsel of its own choosing such claim, action or suit, and (so long as it gives the Indemnitor at least fifteen (15) days' written notice of the terms of the proposed settlement thereof and permits the Indemnitor to then undertake the defense thereof), Claimant may settle such claim, action or suit, and, if Claimant is entitled to be indemnified by Indemnitor hereunder, Claimant may recover from the Indemnitor the amount of such settlement or of any judgment and the costs and expenses of such defense. The Indemnitor shall not compromise or settle any third party claim, action or suit without the prior written consent of the Claimant, which consent will not be unreasonably withheld or delayed.

21. Damages.

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

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

(c) In the event any Party files a lawsuit or institutes other formal legal action to enforce its rights under this Agreement, the prevailing Party shall be reimbursed by the other Party for all reasonable expenses incurred thereby, including reasonable attorney's fees.

22. Licensee's Right to Purchase Inventory. Licensee's Right to Purchase Inventory.

Notwithstanding anything contained in this Agreement to the contrary (including Section 2(a) hereof), Licensee shall, at all times, have the right (the "Right"), subject to any barter commitments, to sell commercial advertising time on the Licensee Station between the hours of 12:00 a.m. and 6:00 a.m. for a number of days specified in advance by the Licensee. In the event the Licensee exercises the Right, it shall pay to Provider an amount equal to the average per-spot commercial advertising revenue (net of all agency and sales commissions) (the "Average Per-Spot Net Revenue") received by the Provider from its sale of the commercial advertising spots for the same time periods over the immediately preceding three (3) months. In the event the Licensee exercises the Right, it shall sell said commercial advertising spots at its own expense and for its own account and shall pay Provider, in addition to the Average Per-Spot Net Revenue, [REDACTED]

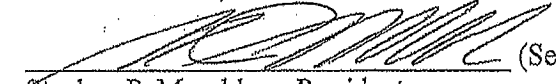
[REDACTED] Total Net Revenue shall mean (i) the total amount of revenue received by the Licensee from its sale of such commercial advertising spots, minus (ii) all commercially reasonable expenses (e.g., the Average Per-Spot Net Revenue payment, sales commissions, promotion, design, replacement programming, and staffing, etc.) incurred by the Licensee in selling such commercial advertising spots. Any payments, other than other than the Average Per-Spot Net Revenue payment shall be paid quarterly and calculated in the aggregate for all time periods or day-parts sold by Licensee. Except as is otherwise provided in this Section, all expenses (e.g., sales commissions, promotion, design, replacement programming, and staffing, etc.) incurred by the Licensee in selling the advertising spots will be for the account of the Licensee. Licensee will provide reasonable notice to the Provider of its decision to exercise the Right and of the specific day-parts sought, in thirty (30) minute increments. Licensee and Provider will use commercially reasonable efforts to affect the intent of this Section.

**THIS AGREEMENT CONTAINS THE BINDING ARBITRATION
PROVISION THAT MAY BE ENFORCED BY THE PARTIES.**

[Signatures on Following Page]

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

Manhan Media, Inc.

By:  (Seal)
Stephen P. Mumblow, President

Sinclair Media II, Inc.

By: _____ (Seal)
Name: _____
Title: _____

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

Manhan Media, Inc.

By:

 (Seal)
Stephen P. Mumblow, President

Sinclair Media II, Inc.

By:

Name:

Title:

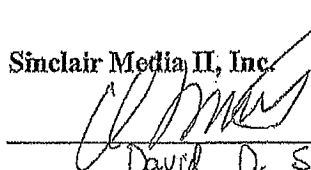
 (Seal)
David D. Smith
President

EXHIBIT A
(Lease Agreement)

EXHIBIT B

Promptly and, in any event within five (5) business days, following each month during the term, Provider shall reimburse Licensee for salaries and benefit costs for no more than two of Licensee's employees located at Licensee Station, costs incurred by Licensee in purchasing Licensee Station's programming including, without limitation, costs due to the national network with which Licensee Station is affiliated and costs under any news share or similar agreement pursuant to which Licensee receives news programming for the Licensee Station, FCC Annual Regulatory Fees with respect to the Licensee Station and any associated auxiliary stations, utilities associated with the Licensee Station's transmitting facilities, insurance, property taxes on real or personal property used in the operation of Licensee's Station, music rights payments, and other reasonable, out-of-pocket expenses incurred by Licensee in connection with the operation of the Licensee Station, except the expense of Licensee relating to the Lease Agreement during the Initial Term (as defined in the Lease Agreement), which expenses are incurred in the ordinary course of business consistent with standard industry practice, and FCC requirements, including, without limitation, legal and accounting expenses related to such operations (but not legal and accounting expenses related to the acquisition of the Licensee Station, which are not subject to reimbursement).

EXHIBIT C
(Licensee Employees)

EXHIBIT D
(FCC Licenses)