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December 23, 2013

Via Hand Delivery and Electronic Mail

Marlene H. Dortch
Secretary
Federal Communications Commission Office of the Secretary
445 12th Street, SW
Washington, D.C. 20554

Attn: Peter Saharko
Attorney Advisor
Video Division, Media Bureau

Re: File Nos:
BTCCDT-20130809ABW
BTCCDT-20130809ACA
BTCCDT-20130809ACB
BTCCDT-20130809ACC
BTCCDT-20130809ACD
BTCCDT-20130809ACE
BTCCDT-20130809ACG
BALCDT-20130809ADC
BALCDT-20130809ADE
BALCDT-20130809ADF
BALCDT-20130809ADG

Dear Ms. Dortch:

We are writing this letter on behalf of Sinclair Television Group, Inc. and its subsidiaries (“Sinclair”), certain Deerfield Media entities (“Deerfield”), and Howard Stirk Holdings, LLC (“HSH”) (Deerfield and HSH, collectively, the “Assignee Parties”, and with Sinclair and certain subsidiaries of Allbritton Communications Co., the “Applicants”) in further response to the letter from Barbara Kreisman, Chief, Video Division, Media Bureau, to Clifford M. Harrington, *et al.*, regarding the above-referenced applications, dated December 6, 2013 (the “Letter”).

In the Letter, Ms. Kreisman raised several questions with respect to three time brokerage agreements or local marketing agreements (“LMAs”) to which Sinclair or its subsidiaries are currently a party (the “Sinclair Agreements”), and requested, among other things, that the Applicants “amend or withdraw the relevant applications covering the Charleston market to comply with our local television ownership rules” and to [A]mend or withdraw the relevant applications covering the Birmingham and Harrisburg markets to comply with our local television ownership rules.”¹ By letter dated December 11, 2013 (the “December 11 Response”), Sinclair has already responded to that aspect of the Letter.

In the December 11 Response, Sinclair noted its concerns that certain conclusions underlying Items 1 – 3 of the Letter (at Page 5) are not consistent with the grandfathering rules adopted in the Local TV Ownership Report and Order (“1999 Order”),² and affirmed in the subsequent 2002 Biennial Regulatory Review (“2002 Order”).³ Accordingly, Sinclair asked that, before it undertakes the burdensome process of renegotiating and restructuring the transaction that is the subject of the pending applications, Media Bureau staff consider the discussion contained in the December 11 Response and revisit the conclusions regarding the Sinclair Agreements. Sinclair also respectfully requested an extension of time to respond to the Letter, pending a response by the Media Bureau to the December 11 Response.

Sinclair has not yet received a letter or other response from the Media Bureau to the December 11 Response. Nor has it been advised of action on its request for additional time to respond to the Letter. Because it is the Applicants’ desire to timely respond to all Commission requests, Sinclair and the Assignee Parties are therefore responding to Items 4 – 5 of the Letter (at Page 5) in this response, which is submitted within the 15 day time frame specified in the Letter.

¹ Letter at 5. Although not discussed in the December 11 Response, the Commission should be aware that WDBB(TV), Bessemer, Alabama, which is covered by the LMA discussed in the Letter, is effectively a full satellite of WTTO(TV), Birmingham, Alabama. Its programming is identical to that of WTTO and provides CW programming to Tuscaloosa and western portions of the Birmingham market that otherwise cannot receive the CW program service provided by WTTO. While Sinclair and the Assignee Parties believe that the transaction as currently proposed in the applications is consistent with the grandfathering rules, they note that Sinclair and Deerfield are discussing revising the transaction to include the assignment of the WDBB(TV) LMA to Deerfield, which is the proposed assignee of WTTO. If and when the parties do reach agreement to so revise the transaction and amend the agreements between the parties, the applications will be promptly amended to reflect such change.

² *In the Matter of Review of the Commission’s Regulations Governing Television Broadcasting*, Report and Order, 14 FCC Rcd. 12903 (1999).

³ *In the Matter of 2002 Biennial Regulatory Review – Review of the Commission’s Broadcast Ownership Rules and Other Rules Adopted Pursuant to Section 202 of the Telecommunications Act of 1996*, Report and Order and Notice of Proposed Rulemaking, 18 FCC Rcd. 13620 (2003).

While we do not intend to restate the positions taken in Sinclair's December 11 Response, we do wish to emphasize that Sinclair and the Assignee Parties are committed to full compliance with the Commission's ownership and other regulations, as well as to operation of the stations in the public interest, and that, if required by law, will make every effort to restructure the Charleston, Birmingham and Harrisburg transactions to conform with governing law. Upon receiving a reply from the Commission to the concerns stated in the December 11 Response, Sinclair and the Assignee Parties will promptly evaluate that reply and take such action as may be necessary to ensure prompt and favorable action on the overall transaction now pending before the Commission.

Item 4. In Item 4, the Letter asks the Applicants to provide a detailed explanation, citing to specific Commission precedent and addressing the financial figures raised by Petitioners, as to how the agreements between Sinclair and the Assignee Parties are consistent with licensee financial control.⁴ The Letter also asks the Applicants to provide financial figures to rebut those provided by Petitioners. Finally, the Letter asks the Applicants to demonstrate how, given the figures provided, the Assignee would retain a financial incentive to control programming.

After reviewing the various Petitions, the only discussion relating to the finances of the stations being sold to the Assignee Parties is set forth in the Petition to Deny of Free Press. As summarized in the Letter, the Free Press Petition claims that the shared services agreement ("SSA") governing WHP-TV in the Harrisburg market requires Deerfield to pay Sinclair \$11.6 million over the course of the first year, plus an undefined performance bonus⁵ for a station that, by SNL Kagan estimates, earned \$12.6 million in advertising revenues in 2012. The Letter states that Free Press raises similar questions regarding the financial control for Deerfield in the Birmingham market and for HSH in the Charleston market, although an examination of the Free

⁴ See Letter at 5.

⁵ See Free Press and Put People First! PA ("Free Press") Petition to Deny, MB Docket No. 13-203, at 8 (Sept. 13, 2013). In the Petition to Deny, Free Press falsely states that the WHP-TV SSA "requires Deerfield to pay Sinclair . . . an undefined performance bonus" (emphasis added). The WHP-TV SSA clearly provides that the performance bonus is in Deerfield's "sole discretion that the performance [of Service Provider] has contributed to an increase in performance of the station . . . in an amount determined by Station Licensee . . . which determination shall be in the sole and absolute discretion of [the Station Licensee]." See WHP-TV SSA, Schedule A, Paragraph 2, included as an attachment to the WHP-TV assignment application, FCC File No. BALCDT-20130809ADF. Thus, it is clear that the licensee of WHP-TV will not be "required" to pay a performance bonus, but that any decision to pay a performance bonus, as well as the amount, is discretionary and reflects the licensee's view of the added value brought to the station by the service provider in the form of improved station performance.

Press Petition to Deny and Reply to Oppositions does not reveal any estimate of revenues for either Birmingham or Charleston.

The Free Press allegations rely entirely on its assertion that SNL Kagan estimates that WHP-TV “earned \$12.6 million in advertising revenues in 2012.”⁶ As stated earlier, no estimates of revenue are provided by any Petitioner for the Charleston or Birmingham stations which Sinclair proposes to assign to the Assignee Parties.

Free Press did not submit a copy of the SNL Kagan estimates, any report upon which the alleged SNL Kagan revenue estimates for WHP-TV are based, nor a declaration of any SNL Kagan analyst or other person to verify that the figure is in fact an SNL Kagan estimate, much less that it was based on information provided by a person with actual knowledge of the station’s financial performance.⁷ Under Commission precedent, the Commission may not rely on such unsupported and speculative information.⁸

Moreover, Free Press relies entirely on 2012 estimates. The application of these unsubstantiated estimates to future performance of the stations is wholly speculative and should be dismissed for that reason alone. The relevance of such

⁶ Free Press Petition to Deny at 8.

⁷ Rather than supply an exhibit detailing the SNL Kagan report or the estimates underlying the purported SNL Kagan estimates of revenue for WHP-TV, Free Press includes in its Reply a footnote (Reply to Oppositions, at n. 9) that cites two Sinclair presentations to investors that cite SNL Kagan estimates. Sinclair recognizes that SNL Kagan is an established entity which collects and disseminates financial and other information about a number of industries, including the media and communications industry. It is not aware, however, of whether or how SNL Kagan obtained specific information about WHP-TV. The two Sinclair presentations cited by Free Press rely on SNL Kagan for general industry trends and information, not specific station revenue figures. The reports cite SNL Kagan regarding total television industry advertising spending trends, TV spending trends in the auto sector, industry revenue trends from retransmission revenue, and industry revenue trends from internet advertising. None of these relate to specific station revenues. Moreover, all these trends appear to have been ignored by Free Press when it made its misguided attempt to analyze the potential financial viability of WHP-TV.

⁸ See, e.g., *In re: KKAY(AM), White Castle, LA*, 24 FCC Rcd 7632, 7635 (2009) (“Given the highly speculative nature of these unsupported allegations, the evidence in the record is insufficient to raise a substantial and material question of fact regarding any potential harms associated with a grant of the Assignment Application”); *In re Application of Secret Communications II, LLC (Assignor) And Clear Channel Broadcasting Licenses, Inc. (Assignee)*, 18 FCC Rcd 9139, 9194 (“we find that [the Petition to Deny’s] allegations ... are speculative and inadequate to raise a substantial and material question of fact concerning abdication of control”); *Solar Broadcasting, Inc.*, 17 FCC Rcd 5467, 5482 (2002) (In light of the “speculative nature of the allegations, the evidence in the record is insufficient to raise a substantial and material question of fact regarding the potential harms” alleged).

data, which relates to a period when WHP-TV was operated by a different party,⁹ to an application filed in 2013 and unlikely to be consummated until 2014, is ambiguous at best. Moreover, there is no evidence, supported by declaration or otherwise, indicating that SNL Kagan or Free Press have made any attempt to include relevant information such as non-advertising revenue, revenue growth, or other efficiencies that may result from implementation of the services agreements in this cases, or that it included advertising revenue related to WHP-TV's MY TV programming on its digital subchannel.

In any event, based on 2013 data to the date the WHP-TV SSA was drafted immediately prior to entering into the agreements to assign the station to Deerfield, projected to 12 months, WHP-TV would, if operated under the terms specified in the WHP-TV JSA and SSA, have more than adequate revenues, after payment of the JSA fee, the SSA fee, and other typical station expenditures, to program the station and to generate a significant operating profit for the licensee. The same holds true when forecasts for 2014, 2015 and 2016 are considered.¹⁰ Although no revenue projections were provided by any Petitioner for WABM-TV, WTTO-TV, or WMMP(TV), similar projections and forecasts are being provided for each of those stations, and the results lead to the identical conclusion.¹¹

The Letter asks that the Applicants show how the Assignee Parties have a financial incentive to control programming under the JSA and SSA Agreements.¹² The answer is both obvious and conclusive. Every station licensee, whether or not involved in service agreements, has an inherent incentive to control programming because by improving the quality of their station's program offerings, the station will attract more viewers. By attracting more viewers, the station's ratings will increase, and the value of the licensee's advertising availabilities will rise commensurately. With each "avail" more valuable, the station's advertising revenues will increase. This is the essential truth of the business plans for commercial television stations. In view of the fact that the key costs (outside of its programming costs) of a television station receiving services pursuant to a fixed fee SSA are largely fixed, operating profits will increase if the revenue increases. The licensee may then use the increased operating profits to further improve the quality of a station's programming. This virtuous circle is the key reason why the use of and SSAs and JSAs serves the

⁹ Sinclair acquired WHP-TV from Newport Television License, LLC, on December 1, 2012.

¹⁰ See Exhibit A, which provides the financial information requested in Item 4. The copy attached hereto is redacted. A separate, unredacted copy of Exhibit A is being submitted concurrently herewith along with a Request for Confidential Treatment under Section 0.459 of the Rules.

¹¹ *Id.*

¹² Letter at 5.

licensee, the service provider, and the public interest. The financial information provided by Sinclair and the Assignee Parties amply shows this dynamic at work, and provides clear evidence that the Assignee Parties have the financial incentive to control the programming of their stations.

The agreements entered into between Sinclair and the Assignee Parties are consistent with the Commission's precedent supporting licensee financial control. To determine whether a licensee retains financial control over a station, the Commission must find that the licensee retains the right to determine the basic policies governing the station's financial operations and that a licensee must retain the economic incentive to control programming aired over its station.¹³ The agreements in these transactions are similar to ones that the Commission has consistently approved in the past, including the 70%/30% split of station revenues in favor of the station licensee for sales services rendered by a sales agent, the fixed SSA fee, and the discretionary performance bonus.¹⁴ Free Press has challenged the amount of the flat fee for services rendered. However, the Commission has previously approved flat fees for services rendered as a part of an SSA, combined with a split of advertising revenue.¹⁵ This case is no different from those. The payment to Sinclair for services rendered is similar to those approved in the past.¹⁶ The financial structure provides the Assignee Parties with both the incentive and the ability to control programming aired over their stations. The financial information provided to the Commission clearly shows that the Assignee Parties will have the economic incentive to control their own programming, even with the flat fee in the SSA, since better programming will lead to increased advertising shares which will lead to additional profit for the station licensee. Thus, there is a clear financial incentive for the Assignee Parties to provide the best programming possible.

¹³ See, e.g., *In the Matter of KHNL/KGMB License Subsidiary, LLC*, 26 FCC Rcd 16087, 16092 (2011) (citations omitted).

¹⁴ See, e.g., *KHNL/KGMB License Subsidiary, LLC*, 26 FCC Rcd 16087 (2011) (Concluding that licensee has retained sufficient economic incentive to control programming aired on its licensed stations.); *SagamoreHill of Corpus Christi Licenses, LLC*, 25 FCC Rcd 2809, 2813 (2010) (same); *Nexstar Broadcasting, Inc.*, Letter, 23 FCC Rcd 3528, 3533 (2008) (same); *Malara Broadcast Group of Duluth Licensee*, 19 FCC Record 24070 (2004) (same). Further, the terms and conditions, including services to be performed, licensee control of operations, and financial terms, are nearly identical to the agreements recently approved in the Gannett and Tribune acquisitions. See, *Applications for Consent to Transfer of Control from Shareholders of Belo Corp. to Gannett Co., Inc.*, c DA 13-2423, MB Docket 13-189 (rel. Dec. 20, 2013); *Applications of Local TV Holdings, LLC, Transferor and Tribune Broadcasting Company II, LLC*, Transferee, DA 13-2422, MB Docket 13-190 (rel. Dec. 20, 2013)

¹⁵ *Id.*

¹⁶ *Id.*

Item 5. In Item 5 the Letter asks Sinclair and the Assignee Parties to provide a detailed explanation as to how Sinclair and the Assignee Parties' actions are consistent with Section 73.3514(a) of the Commission's Rules, namely the Applicants responsibility to provide all information necessary to allow for a meaningful review of the application in question.¹⁷

Sinclair and the Assignee Parties respectfully disagree with the premise of Section III of the Letter, that Sinclair and the Assignee Parties failed to report relevant information. While Sinclair and the Assignee Parties restate their intention to comply with all Commission rules and regulations, and specifically to provide all information required in this and future FCC applications, Sinclair and the Assignee Parties believe that the applications were and are in full compliance with Section 73.3514(a) of the Commission's Rules and include all information necessary to allow for a meaningful review, including all information required by Section III, Question 6, of the Form 314 and all other Sections of the Forms 314 and 315 filed as a part of the transaction.

It is not clear from the Letter what information the Commission believes was not included in the applications, other than perhaps copies of the Sinclair Agreements. The only specific allegation the Letter appears to be making is that "Sinclair, neither as assignee of the Allbritton stations nor assignor of the stations to Deerfield and HSH, attached copies of the Sinclair Agreements to the relevant applications."¹⁸ Sinclair and the Assignee Parties assert, for the reasons set forth below, that the applications are complete, and that the Rules do not require the attachment of copies of the Sinclair Agreements. Nonetheless, Sinclair and the Assignee Parties are in the process of filing amendments to the applications to include the Sinclair Agreements.¹⁹

¹⁷ Letter at 5.

¹⁸ *Id.* at 4.

¹⁹ As the Commission noted in footnote 8 to the Letter, 2 of the 3 Sinclair Agreements were disclosed in the Description of Transaction filed as an Exhibit to the applications and all of the agreements were listed in Exhibit 18 to the Form 315 under "Other Authorizations" in the assignee's portion of the Form 315. All of the Sinclair Agreements were also listed in Exhibit 6 to the Form 314 applications. As the Applicants pointed out in their Consolidated Opposition to Petition to Deny filed with the Commission on September 26, 2013, the LMA in Charleston was inadvertently omitted from the footnotes in the Description of Transaction. There was no intent to hide the Charleston LMA as evidenced by the fact that, as described above, it was disclosed in Exhibit 6 to the Form 314 and Exhibit 18 to the Form 315, which require the disclosure, but not the attachment, of such agreements, and was also on file in the Commission's own records and available in the station's public inspection files. As part of the amendments to the applications described above, the Applicants are in the process of amending the applications to correct the Description of Transaction by including a reference to the Charleston LMA, and providing a copy of the relevant LMA as schedules to the applications.

The Letter incorrectly states that Section III, Question 6 of the Form 314 “requires the assignee to report any ‘attributable ... television time brokerage agreement....’”²⁰ However, Section III, Question 6 of the Form 314 does not actually require an assignee to “*report*” (emphasis added) anything with respect to television time brokerage agreements other than answering a “yes” or “no” question. Such question only asks if the assignee is “the holder of an attributable radio or television time brokerage agreement.”²¹ The Form 314 applications filed with respect to the Birmingham, Charleston and Harrisburg markets correctly answer this question, “No,” since none of the Assignee Parties in those applications are parties to any local marketing agreements in those markets. The Form 314 requires that attributable local marketing agreements be disclosed pursuant to Section II, Question 4 “Other Authorizations” in the Assignor’s portion of the application. The Sinclair Agreements were disclosed in response to that question in Exhibit 6 to the Form 314s. No other question in the Form 314 requires any information with respect to the Sinclair Agreements.

Section IV, Question 8 of the Transferee’s portion of the Form 315 asks the same question as Section III, Question 6 of the Form 314. Sinclair, as transferee in the 315 applications with respect to transfer of the Allbritton stations in the Birmingham, Charleston and Harrisburg markets, properly answered “Yes” to this question in those 315 applications. However, contrary to the Commission’s conclusions in the Letter, as a television applicant, there is no requirement that Sinclair also attach copies of Sinclair Agreements. The requirement to attach LMAs is limited to radio applicants. The Form 315 states only that “If Yes, **radio** applicants must submit as an Exhibit a copy of each such agreement for **radio stations**” (emphasis added).²² The 315 Form does not require television applicants who respond “Yes” to submit copies or to report or provide any additional information with respect to such agreements in response to that question. The Form 315 requires that attributable local marketing agreements be disclosed pursuant to Section IV, Question 7 “Other Authorizations” in the Transferee’s portion of the application.²³ The Sinclair Agreements were disclosed in response to that question in Exhibit 18 to the Form 315s. No other question in the Form 315 requires any information with respect to the Sinclair Agreements.

Other than the obligations described above, for which Sinclair and the Assignee Parties have demonstrated compliance, we have found no other Section of

²⁰ Letter at 4.

²¹ 314 Form at Section III, Question 6.

²² 315 Form at Section IV, Question 8

²³ *Id.* at Section IV, Question 7

the Forms 314 or 315 that would require either the assignor or the assignee, or the transferor or the transferee, respectively, to attach the Sinclair Agreements. No other information with respect to the Sinclair Agreements is required or necessary for the Commission's meaningful review of the applications. It is impossible to argue (which we note the Commission does not even attempt to do in the Letter) that the provisions in the 314 and 315 which ask the Applicants to certify that the "documents embody the complete and final agreement or understanding"²⁴ between the parties, apply to the Sinclair Agreements. The Sinclair Agreements are in no way a part of this transaction. They are not an agreement between the assignor and the assignee in the 314 applications or the transferor and the transferee in the 315 applications. They are not referenced in the purchase agreements or any of the other transaction documents or any other agreements between the parties, are not conditions to closing, and will not be assumed, amended or transferred in connection with the transaction. The fact is that, as the transaction is currently proposed in the applications, the Sinclair Agreements will simply remain in place with the same parties under the same terms and conditions. Further, since the Sinclair Agreements are grandfathered, they are not relevant to any meaningful analysis or review of the application by the Commission or otherwise.

Accordingly, based on the foregoing, Sinclair and the Assignee Parties believe they have sufficiently demonstrated how their actions with respect to the applications are consistent with Commission's rules and the information required to be filed in the Forms 314 and 315. If, after reviewing the responses to the Letter by Sinclair and the Assignee Parties and the amendments filed today, the Commission still believes that the applications require further amendment to comply with the Commission's Rules, upon clarification of what the Commission deems necessary, if required by law, Sinclair and the Assignee Parties will make every effort to restructure the Charleston, Birmingham and Harrisburg transactions to conform with governing law.

Finally, Sinclair and the Assignee Parties request that the Commission give expedited consideration to these matters. The Antitrust Division of the Department of Justice has advised Sinclair that resolution of its review of the transactions contemplated by the Applicants under the Hart-Scott-Rodino Antitrust Improvement Act would be premature pending resolution of the issues raised in the Letter and the December 11 Response. For this reason it is vital that there be a prompt resolution of these matters so that antitrust review can be completed.

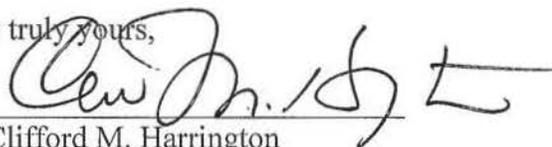
²⁴ 314 Form at Section III, Question 3(a); 315 Form at Section III, Question 3(b) and Section IV, Question 5.

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In the event that the Commission feels that there are matters which have not been addressed in the December 11 response, or in this letter, which prevent favorable action on the pending applications, it is respectfully requested that the Commission schedule a meeting at which these issues can be fully aired. Sinclair and the Assignee Parties understand that, in compliance with the Commission's *ex parte* rules, representatives of each of the Petitioners would be invited to attend such a meeting.

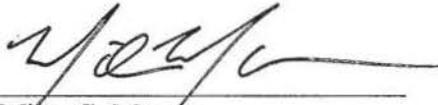
Very truly yours,

By: 

Clifford M. Harrington

Paul A. Cicelski

*Counsel to Sinclair Broadcast Group,
Inc. and its subsidiaries*

By: 

Myles S. Mason

Christine A. Reilly

*Counsel to the Deerfield Media entities
Counsel to Howard Stirk Holdings, LLC*

cc: William Lake, Esq.*
Barbara A. Kreisman, Esq.*
Jerry Fritz, Esq.**
John Feore, Esq.**
Eric Greenberg, Esq.**
Barbara Esbin, Esq.**
Matthew F. Wood**
David Honig, Esq.**
Raymie Humbert***

*By electronic mail only

**By electronic mail and First Class U.S. Mail

***By First Class U.S. Mail only

Encl: Chart (redacted)

EXHIBIT A

PUBLIC INSPECTION COPY

REDACTED



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December 23, 2013

Via Hand Delivery and Electronic Mail

Marlene H. Dortch
Secretary
Federal Communications Commission Office of the Secretary
445 12th Street, SW
Washington, D.C. 20554

Attn: Peter Saharko
Attorney Advisor
Video Division, Media Bureau

Re: File Nos:

**BTCCDT-20130809ABW
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BALCDT-20130809ADC
BALCDT-20130809ADE
BALCDT-20130809ADF
BALCDT-20130809ADG**

Request for Confidential Treatment - Confidential Attachments

Dear Ms. Dortch:

Sinclair Television Group, Inc. (“Sinclair”), certain Deerfield Media entities (“Deerfield”), and Howard Stirk Holdings, LLC (“HSH”) (collectively, the “Parties”)

by their attorneys and pursuant to Section 0.459 of the Commission's rules,¹ hereby requests confidential treatment of the attached confidential financial documents (the "Confidential Documents") requested by letter from Media Bureau staff regarding the above-referenced applications.² For the reasons described below, the Commission should grant confidential treatment for these documents.

The Parties request confidential treatment for the Confidential Documents because they constitute sensitive commercial, financial, and competitive information regarding the proposed transactions. As a matter of policy, the Parties do not release information of this sort to the public and takes specific steps to maintain the security of contents and existence of Confidential Document such as these within their companies. Furthermore, the Commission's applicable rules and policies do not require parties to disclose the Confidential Documents in transfer and assignment applications, either routinely or otherwise.

Consequently, the Confidential Documents qualify for exemption from disclosure under Section 0.457(d) of the Commission's rules, which provides that trade secrets and other similarly sensitive commercial information will not be made available for public inspection.³ Given their confidential and sensitive nature, the Confidential Documents fall squarely within Section 0.457(d) and should be exempt from disclosure and afforded confidential treatment under Exemption 4 of the Freedom of Information Act.

¹ 47 C.F.R. § 0.459.

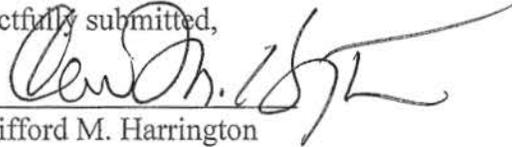
² See Letter from Barbara Kreisman, Chief, Video Division, Media Bureau, to Clifford M. Harrington, *et al.*, regarding the above-referenced applications at Item II "Financial Terms," Page 4 and Question 4, Page 5 (dated Dec. 6, 2013).

³ 47 C.F.R. § 0.457(d).

Marlene H. Dortch
December 23, 2013
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Please contact the undersigned should you have any questions concerning this request.

Respectfully submitted,

By: 
Clifford M. Harrington
Paul A. Cicelski

*Counsel for Sinclair Broadcast Group, Inc. and
its subsidiaries*

By: 
Miles S. Mason
Christine A. Reilly

*Counsel to the Deerfield Media entities
Counsel to Howard Stirk Holdings, LLC*

cc: William Lake, Esq.**
Barbara Kreisman, Esq.**
Jerry Fritz, Esq.*
John Feore, Esq.*
Eric Greenberg, Esq.*
Barbara Esbin, Esq.*
Matthew F. Wood*
David Honig, Esq.*
Raymie Humbert***

*By electronic mail and First Class U.S. Mail

**By electronic mail only

***By U.S. Mail

Charleston, SC

WMMP (My)

Licensee Operating Projections

	Forecast 2013	Projected 2014	Projected 2015	Projected 2016
Net Sales Revenue¹				
Less: JSA Fee ²				
Total Net Revenue				
Expenses				
Rating Service				
Licensee Employees				
Music License				
Promotion				
Programming ³				
Reverse Retrans				
Production				
Engineering & OAO				
News ⁴				
Sales				
Local Sales Comm				
Nat'l Rep Comm				
Internet & NTR				
Traffic				
G & A ⁵				
SSA Fee ⁶				
Total Expenses				
Film ⁷				
Operating Profit				

Notes:



Harrisburg, PA
WHP (CBS), WHP-2 (My)

Licensee Operating Projections

	Forecast 2013	Projected 2014	Projected 2015	Projected 2016
Net Sales Revenue¹				
Less: JSA Fee ²				
Total Net Revenue				
Expenses				
Rating Service				
Licensee Employees				
Music License				
Promotion				
Programming ³				
Reverse Retrans				
Production				
Engineering & OAO				
News ⁴				
Sales				
Local Sales Comm				
Nat'l Rep Comm				
Internet & NTR				
Traffic				
G & A ⁵				
SSA Fee ⁶				
Total Expenses				
Film ⁷				
Operating Profit				

Notes:



Birmingham, AL

WABM (My)

Licensee Operating Projections

	Forecast 2013	Projected 2014	Projected 2015	Projected 2016
Net Sales Revenue ¹				
Less: JSA Fee ²				
Total Net Revenue				
Expenses				
Rating Service				
Licensee Employees				
Music License				
Promotion				
Programming ³				
Reverse Retrans				
Production				
Engineering & OAO				
News ⁴				
Sales				
Local Sales Comm				
Nat'l Rep Comm				
Internet & NTR				
Traffic				
G & A ⁵				
SSA Fee ⁶				
Total Expenses				
Film ⁷				
Operating Profit				

Notes:



Birmingham, AL

WTTO (CW)

Licensee Operating Projections

	Forecast 2013	Projected 2014	Projected 2015	Projected 2016
Net Sales Revenue ¹				
Less: JSA Fee ²				
Total Net Revenue				
Expenses				
Rating Service				
Licensee Employees				
Music License				
Promotion				
Programming ³				
Reverse Retrans				
Production				
Engineering & OAO				
News ⁴				
Sales				
Local Sales Comm				
Nat'l Rep Comm				
Internet & NTR				
Traffic				
G & A ⁵				
SSA Fee ⁶				
Total Expenses				
Film ⁷				
Operating Profit				

Notes:

