

**FOX BROADCASTING COMPANY
SECOND AMENDMENT
TO
STATION AFFILIATION AGREEMENT**

This second amendment (this "Second Amendment") is effective and entered into this 27th day of June, 2014 ("Amendment Date") between Fox Broadcasting Company ("Fox"), on behalf of itself and Fox News Network, L.L.C. ("FNN"), and the Licensee for each station ("Station" and collectively, the "Stations") listed on Exhibit A hereto (such Licensee is: (i) for all Stations other than WTTE, WRGT, WVAH, WTAT, KFXA and KBTV, a subsidiary of the Sinclair Broadcast Group, Inc. ("Sinclair"), (ii) for Stations WTTE, WRGT, WVAH and WTAT (which are being programmed by Sinclair), a subsidiary of Cunningham Broadcasting Corporation ("Cunningham"); (iii) for Station KFXA (which is receiving certain management services from Sinclair), Second Generation of Iowa, Ltd. ("Second Generation"); (iv) for Station KBTV, Deerfield Media (Port Arthur) Licensee, LLC (collectively, the "Licensees" and each, a "Licensee") and further amends and supplements that certain Station Affiliation Agreement between Fox and each Licensee dated as of May 14, 2012 (with respect to Stations WFXL, KXRM, WACH and WLUC, dated as of December 12, 2011, with respect to Stations KBTV and KSAS, dated as of November 6, 2012; and with respect to Stations KFOX and KRXI, dated as of May 1, 2013), as each may be amended and supplemented, including by that certain Amendment dated August 28, 2013 (as so amended, the "Agreements"). Capitalized terms used but not defined in this Second Amendment will have the meanings set forth in the applicable Agreement.

WHEREAS, Fox and Licensee mutually desire to further amend and supplement the Agreements as provided herein.

NOW, THEREFORE, in consideration of the foregoing, the covenants contained herein and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Fox and Licensee, intending to be legally bound, agree as follows:

1. TVE Distribution Rights. Section 6 of the Agreement shall be amended and restated in its entirety as follows:

"6. TVE Distribution Rights:

(a) Notwithstanding anything to the contrary set forth in this Agreement, including in Section 5 hereof, Fox shall have the right, but not the obligation, and the right to authorize third parties, to TVE Distribution (defined below) in all markets where Fox Programming is distributed (the "Territory"), including in the DMA, on a live simulcast and/or same day (post-broadcast) basis, of Fox Programming as designated by Fox in its sole discretion whether via the national feed(s), Station's Feed (defined below), or some combination thereof, in each case on an Authenticated Access (defined below) basis only; provided, however, that nothing contained in this Agreement shall prevent Fox from exhibiting or distributing via the Internet, on an

unauthenticated basis, (i) occasional special live event Fox Programs (e.g., the Super Bowl), and (ii) episodes of scripted or non-scripted entertainment series from the first season of such series. Licensee hereby grants to Fox a royalty-free license throughout the Territory to use Station's Feed (defined below) of the Fox Programming for TVE Distribution, if applicable, including all local elements appearing during the Fox Programming, such as, but not limited to, local commercial advertisements, breaking news "cut-ins", and Station "bugs" or branding, at Fox's discretion on an Authenticated Access basis during the Term of this Agreement.

(b) In consideration for the TVE Distribution rights described above, if Fox elects to use the national feed(s) of the Fox Programming for TVE Distribution, Fox will grant to Station the same number and length of local commercial announcement units as Fox provides generally to Fox Affiliates on a national basis in each Fox Program distributed via Fox's national feed (the "TVE Units"), with all revenue attributed to the TVE Units reserved to Station; provided, however, that such TVE Units shall be substantially equivalent in number and length as the local commercial announcement units that Station receives for Fox Programming transmitted by Standard Television means in accordance with Section 4 hereof. For the avoidance of doubt, Station has the right, but not the obligation, to sell advertising within the TVE Units. The TVE Units must comply with any advertising guidelines or restrictions as may be in effect from time to time, which Fox shall communicate to Licensee in advance. For each TVE Unit, Station agrees to upload to Fox via a Fox-designated Internet portal the video advertisement and such other content or metadata reasonably requested by Fox, with the technical requirements of the foregoing to be provided by Fox (including but not limited to file format, resolution and display unit size), such technical requirements to be reasonable and consistent with industry standards for uploading video content to the Internet. If for any reason Station does not upload the TVE Units within the timeframe communicated by Fox in advance (such timeframe to be determined by Fox in its reasonable discretion in a manner no less favorable than for any other Fox affiliate), Fox reserves the right at its sole discretion to run Fox Promos in place of such TVE Units; provided, however, that Fox will make good faith commercially reasonable efforts to accommodate shorter time frames for uploading the TVE Units in extraordinary circumstances (e.g. political and sports), or to run evergreen local promotional units previously provided by Station, on Station's request. Licensee further agrees to make commercially reasonable efforts to supply Fox with cue sheets for any music included in the TVE Units and any other Station-supplied content on a timely basis to enable Fox to fulfill its music license reporting obligations.

(c) Fox shall determine the placement, timing and format of the TVE Units, which, except for de minimus exceptions as a result of technical impracticability, shall be identical to the placement and timing of commercial announcements in the Fox Program on broadcast television, and ensure that the TVE Units are fast-forward disabled. Fox will traffic the TVE Units at its sole expense, stream the TVE Units into the Program for exhibition in the DMA and report stream counts for each TVE Unit to Station promptly following the Program's exhibition. Fox will also use commercially reasonable efforts to provide Licensee with key industry-standard metrics on content usage by viewers of Station's TVE Units (e.g., unique users, average time spent, etc.). In addition, Fox shall provide Station branding during the TVE Distribution of the Program (e.g., station identification, display of the Station bug in the Program stream in the lower corner or display of the Station logo adjacent to the Program). Fox shall be responsible for

providing closed captioning for any Fox Programming that is required by law to be closed captioned in connection with its exercise of its TVE Distribution rights under this Section 6.

(d) Notwithstanding anything to the contrary set forth in this Agreement, including in Section 1 hereof, Fox consents, subject in all respects to Rights Limitations (defined below), to TVE Distribution by Station (which the Station has the right, but not the obligation, to undertake), solely within Station's DMA, of Fox Programming during the Term solely on an Authenticated Access basis, as part of a live, linear simulcast (with the exception of required blackouts as provided below) of the Station's Feed via Station's branded and owned and/or operated primary website and/or application (e.g., for iOS and/or Android, or such other comparable mobile platform as may be approved by Fox in its reasonable discretion) (collectively, "Station Sites"), using Fox-approved reasonable content protection and geo-location methods; provided, however, that Fox may require at any time at its reasonable discretion that such TVE Distribution by Station of Fox Programming be a Fox-provided feed, at no bandwidth cost to Station (i) via a Fox video player embedded into Station Sites, or (ii) streamed from a Fox CDN (content distribution network) through the Station's video player integrating Fox's ad serving and analytics software, in either case, to resolve bona fide operational issues such as ad serving, measurement, and content protection issues not addressed by Station's video player. For the avoidance of doubt, Station may engage third-party technical vendors to operate or support Station Sites, provided Station will be responsible for such vendor(s)' compliance with Station's obligations set forth herein, including, without limitation, content protection and authentication requirements. In addition, Station and Fox will use commercially reasonable efforts to provide each other with key industry-standard metrics on content usage by Station's viewers (e.g., unique users, average time spent, etc.). The presentation and placement of the Fox Programming within Station Sites shall be consistent with then-existing Fox guidelines governing such presentation and placement or otherwise subject to Fox's approval, which shall not be unreasonably withheld. Further, in the event that Licensee grants an Authorized MVPD the right to TVE Distribution of Station's Feed via such Authorized MVPD's primary website and/or application solely within the Station's DMA, Fox will consent [REDACTED], subject to Rights Limitations, to the inclusion of Fox Programming as part of the Station's Feed distributed by such Authorized MVPD on a live, linear basis, subject to compliance in all respects with Licensee's obligations under this Agreement. Licensee shall be responsible for securing agreement from Authorized MVPDs to authenticate such MVPD's subscribers at Station Sites and for securing Authorized MVPDs agreement to comply with Station's obligations set forth herein, including, without limitation, content protection and authentication requirements. Licensee shall provide Fox with 60 days' prior written notice of its intention to commence TVE Distribution, and upon receipt of such notice, Fox shall provide Licensee with the current list of Authorized MVPDs, advertising guidelines, then-existing blackout restrictions (as provided below) and technical specifications/requirements, each of which are subject to change at Fox's sole discretion upon reasonable notice given the subject matter in accordance with the terms of this Agreement; provided that any Rights Limitations shall be effective as soon as practicable following notice from Fox. For the avoidance of doubt, Licensee acknowledges that Station's rights contained in this subsection 6(d) are subject to and must be exercised consistent with the TVE Distribution rights conveyed by the NFL, MLB, NASCAR, or any other licensor of programming delivered

under this Agreement, as those rights may be conditioned, limited or restricted. If Fox determines that rights limitations exist that prevent TVE Distribution of certain Fox Programming by Station (the “Rights Limitations”), Fox reserves the right to blackout such programming from the feed, if provided by Fox. Alternatively, if Licensee is providing the Station’s Feed (or the feed in use is not provided by Fox as described above), Fox will inform Licensee of such impacted Fox Programming in advance, and Licensee shall blackout such programming from the Feed. Fox may terminate this Agreement on 30 days’ prior written notice to Licensee if Licensee breaches in a material manner any of the provisions of this subsection 6(d), unless such breach is cured during the 30-day period.

(e) Licensee represents and warrants that the TVE Distribution of Fox Programming contemplated by this Section 6 of (i) any Station-supplied content and (ii) the TVE Units shall not violate or infringe upon the trade name, trademark, copyright, literary or dramatic right, or right of privacy or publicity of any party, or constitute a libel or slander of any party, and shall be otherwise cleared for TVE Distribution in the Territory; provided, however, that the foregoing representations and warranties shall not apply: (1) to public performance rights in music for which Licensee has made commercially reasonable efforts to timely provide cue sheets, (2) to any material furnished or added by any party other than Licensee or at Licensee’s direction after delivery of the programming to Fox or (3) to the extent such programming is changed or otherwise affected by deletion of any material by any party other than Licensee or at Licensee’s direction after delivery of the programming to Fox. Licensee agrees to indemnify and hold harmless Fox and its parents, affiliates, subsidiaries, successors and assigns, and the respective owners, officers, directors, agents and employees of each, from and against all liability, actions, claims, demands, losses, damages or expenses (including reasonable attorneys’ fees, but excluding Fox’s lost profits or Fox’s consequential damages, if any) caused by or arising out of (a) Licensee’s breach of the representations and warranties set forth in the foregoing sentence, (b) Licensee’s failure to blackout programming in accordance with Section 6(d) above, or (c) as a direct result and to the extent caused by or arising out of Licensee’s failure to meet its obligation to use commercially reasonable efforts to supply cue sheets as provided in Section 6(b) above. Fox agrees to indemnify and hold harmless Licensee and its parents, affiliates, subsidiaries, successors and assigns, and the respective owners, officers, directors, agents and employees of each, from and against all liability, actions, claims, demands, losses, damages or expenses (including reasonable attorneys’ fees, but excluding Licensee’s lost profits or Licensee’s consequential damages, if any) caused by or arising out of Fox’s or Station’s TVE Distribution of Fox Programming, excluding any local content appearing during the Fox Programming and the TVE Units.

(f) For purposes of this Section 6, the following definitions shall apply:

“Authenticated Access” shall mean the process by which Fox Programming is available via the Internet using an Authorized MVPD’s authentication system (e.g., a user name and password) only to users who subscribe to and receive the Station’s Feed via Authorized MVPDs with a valid and existing retransmission consent agreement with Station.

“Authorized MVPDs” shall mean such MVPDs in the DMA for which Fox may give its prior written approval for TVE Distribution of Fox Programming on an Authenticated Access basis from time to time, provided that such MVPD has a valid and existing retransmission consent agreement with Station. For the avoidance of doubt, Licensee may not authorize the TVE Distribution of Fox Programming by any MVPD without the prior written consent of Fox. Upon written notification from Licensee that the Station does not have a valid and existing retransmission consent agreement with such MVPD, Fox shall discontinue TVE Distribution with such MVPD in the DMA until such time that Station enters into a new valid retransmission consent agreement with such MVPD.

“Station’s Feed” shall mean the signal broadcast and/or transmitted by Station from its facilities, which shall include Station’s local programming, Fox Programming, commercial advertisements, promos and, where applicable, Program-Related Material.

“TVE Distribution” shall mean the formatting, encoding, and secure transmission via the Internet (including wireless) on an Authenticated Access basis. For the avoidance of doubt, “TVE Distribution” shall not include programming transmitted by Standard Television means as provided in Section 1 of this Agreement.”

2. Effect on the Agreements. Except as specifically amended in this Second Amendment, (i) the Agreements are, and will continue to be, in full force and effect, and (ii) this Amendment will not operate as a waiver of any provision of the Agreements.
3. Counterparts. This Second Amendment may be executed in separate counterparts, each of which when executed and delivered (including without limitation via facsimile) shall be deemed an original and all of which together shall constitute the same agreement and shall be binding on the parties.

Signature page follows

IN WITNESS WHEREOF, the parties hereto have duly executed this Second Amendment as of the Amendment Date set forth above.

**FOX BROADCASTING COMPANY
("FOX")**

By: _____
Name: Rita Euzon
Title: EVP & General Counsel

ACCEPTED AND AGREED:

SINCLAIR BROADCAST GROUP, INC.
(for Stations WBFF, WUTV, KDSM, KFOX, WSMH, WDKY, WMSN, WZTV, KOKH, KBSI, WPGH, KRXI, WRLH, WUHF, KABB, KSAS, KXRM, WACH, WFXL, WLUC)

By: _____
Name: David Amy
Title: EVP & Chief Financial Officer

CUNNINGHAM BROADCASTING CORPORATION
(for Stations WTTE, WRGT, WVAH and WTAT)

By: _____
Name:
Title:

SECOND GENERATION OF IOWA, LTD.
(for Station KFXA)

By: _____
Name:
Title:

Additional signature page follows

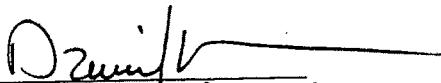
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(“FOX”)

By: _____
Name: Rita Tuzon
Title: EVP & General Counsel

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By: 
Name: ~~David Amy~~ David R. Buchenek
Title: ~~EVP & Chief Financial Officer~~ SVP & CAO

CUNNINGHAM BROADCASTING CORPORATION
(for Stations WTTE, WRGT, WVAH and WTAT)

By: _____
Name:
Title:

SECOND GENERATION OF IOWA, LTD.
(for Station KFXA)

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("FOX")

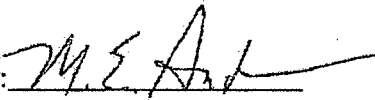
By: _____
Name: Rita Tuzon
Title: EVP & General Counsel

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By: _____
Name: David Amy
Title: EVP & Chief Financial Officer

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(for Stations WTTE, WRGT, WVAH and WTAT)

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("FOX")**

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Name: Rita Tuzon
Title: EVP & General Counsel

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By: _____
Name: David Amy
Title: EVP & Chief Financial Officer

CUNNINGHAM BROADCASTING CORPORATION
(for Stations WTTE, WRGT, WVAH and WTAT)

By: _____
Name:
Title:

SECOND GENERATION OF IOWA, LTD.
(for Station KFXA)

By: _____
Name: *Thomas J. [Signature]*
Title: *Chairman*

Additional signature page follows

DEERFIELD MEDIA (PORT ARTHUR) LICENSEE, LLC
(for Station KBTU)


By: 
Name: STEPHEN P. MUMBLOW
Title: PRESIDENT

EXHIBIT A
Stations

CALL LETTERS	DMA	CITY OF LICENSE
WFXL	Albany	Albany, GA
WBFF	Baltimore	Baltimore, MD
KBTV	Beaumont-Port Arthur	Port Arthur, TX
WUTV	Buffalo	Buffalo, NY
KFXA	Cedar Rapids-Waterloo-Iowa City & Dubuque	Cedar Rapids, IA
KXRM	Colorado Springs-Pueblo	Colorado Springs, CO
WACH	Columbia	Columbia, SC
WTAT	Charleston	Charleston, SC
WVAH	Charleston-Huntington	Charleston, WV
WTTE	Columbus	Columbus, OH
WRGT	Dayton	Dayton, OH
KDSM	Des Moines-Ames	Des Moines, IA
KFOX	El Paso (Las Cruces)	El Paso, TX
WSMH	Flint-Saginaw-Bay City	Flint, MI
WDKY	Lexington	Lexington, KY
WLUC	Marquette	Marquette, MI
WMSN	Madison	Madison, WI
WZTV	Nashville	Nashville, TN
KOKH	Oklahoma City	Oklahoma City, OK
KBSI	Paducah-Cape Girardeau-Harrisburg	Paducah, KY
WPGH	Pittsburgh	Pittsburgh, PA
KRXI	Reno	Reno, NV
WRLH	Richmond-Petersburg	Richmond, VA
WUHF	Rochester	Rochester, NY
KABB	San Antonio	San Antonio, TX
KSAS	Wichita-Hutchinson Plus	Wichita, KS