

NEWS SHARE AGREEMENT

THIS NEWS SHARE AGREEMENT (the "Agreement") is made and entered into this ___ day of December, 2016 but effective as of January 1, 2017 ("*Effective Date*"), by and between Sinclair Communications, LLC d/b/a WRLH ("*WRLH*") and WWBT, LLC ("*WWBT*"). WRLH and WWBT shall be individually referred to as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, WRLH and WWBT are parties to two News Share Agreements – one dated December 23, 2011 pursuant to which WWBT provides a 10pm newscast to WRLH, as amended, and the other one with an effective date of January 1, 2016 pursuant to which WWBT provides a 7am newscast to WRLH;

WHEREAS, both of the aforesaid agreements expire on December 31, 2016 and the parties wish to continue their relationship on the terms set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other valuable and good consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. ENGAGEMENT.

a. The Newscasts.

- (i) WWBT shall produce and provide to WRLH a live newscast for broadcast on WRLH-TV (WRLH-TV's main digital channel) from 7:00 am to 8:00 am Eastern Time Mondays through Fridays throughout the term of this Agreement ("*Morning Newscast*").
- (ii) WWBT shall produce and provide to WRLH a live newscast for broadcast on WRLH-TV (WRLH-TV's main digital channel) from 10:00 p.m. to 11:00 p.m. Eastern time Mondays through Fridays and approximately 10:00 p.m. to 10:30 p.m. Eastern time on Saturdays and Sundays throughout the term of this Agreement ("*Evening Newscast*"). WRLH shall have the right to tape-delay the Evening Newscast if required due to Fox Network programming which continues past 10:00 p.m., provided that WRLH includes a "Recorded Earlier" bug in the upper left hand corner of the screen.
- (iii) The Morning Newscast and the Evening Newscast shall collectively be referred to as the "*Newscast*". The Newscast shall be transmitted by technology determined by mutual agreement of the Parties.

b. Title/Format/Content. The title of the Morning Newscast shall be "FOX Richmond Morning News". The title of the Evening Newscast shall be "FOX News at 10". The format of the Morning Newscast shall include news, weather and traffic. The format of

the Evening Newscast shall include news, weather and sports. The quality of the Newscast shall be substantially consistent with WWBT's present news production quality, and the Newscast shall be closed captioned using electronic newsroom technique (ENR). WWBT may not (i) broadcast any editorials in the Newscast, (ii) include any product placement or similar opportunities in the Newscast, or (iii) mention any of WWBT's programming during the Newscast, *provided, however*, WWBT may mention WWBT's newscast from time to time in the event of a breaking news story. WWBT shall consider in good faith requests from WRLH for specific feature stories and/or other content to air in the Newscast. In addition, WWBT shall air content provided by WRLH ("WRLH Content") in the Newscast as long as the content is not deemed objectionable by WWBT, acting reasonably and relying on standard journalistic principles; provided, however, that if WWBT deems any particular content objectionable, it will first discuss its concerns with WRLH. The Newscast may not be changed or altered in any way (including without limitation squeezed) by WRLH, except for the insertion of commercials during the commercial breaks. If breaking news occurs at any time during the airtime periods of the Newscast, WWBT will have the right to simulcast WWBT-TV's breaking news on WRLH-TV during such time period or a portion thereof, as determined by WWBT.

c. Commercial Time. The Morning Newscast will be formatted with approximately 17:40 minutes for commercial time Mondays through Fridays, and the Evening Newscast will be formatted with approximately 17:40 minutes for commercial time Mondays through Fridays, and approximately 11:15 minutes for Saturdays and 13:15 minutes for Sundays, with the exact commercial time of the Newscast being determined by WRLH in its sole and absolute discretion. WRLH shall retain the exclusive right to sell all commercial time during the Newscast, including weather and sports sponsorships and other sponsorship opportunities, if any, which WWBT shall include on request provided WWBT's talent are not involved in such sponsorships.

d. Personnel/Anchors. For the majority of the time, WWBT will furnish the anchors for the Newscast that have an anchor position on one of WWBT's newscasts. WWBT will maintain the same positions for the Newscasts that were in place in fourth quarter of 2016 (*e.g.*, an additional content producer; two main anchors for the Morning Newscast, *provided, however*, that at WWBT's discretion for personnel, staffing, vacation, sick leave, or similar reasons, one anchor may temporarily staff the Newscast). The anchors and other personnel shall remain on the payroll of WWBT, and shall at all times be subject to WWBT's work practices, benefit programs and standards. No anchor, reporter or other individual may promote or endorse any business, service, political candidate, or political cause during the Newscast.

e. Graphics/Set Design. All production values, graphics, and set design of the Newscast shall be provided by WRLH, at WRLH's expense.

f. Editorial review. WWBT shall maintain, at all times, a system of editorial review, prior to broadcast, of all investigative reports and other stories prepared by WWBT personnel.

g. Digital Rights.

(i) Except as set forth on an Exhibit A to this Agreement which will be provided to WRLH by WWBT on or before February 28, 2017 and will list

third party content for which WWBT does not have digital distribution rights, WWBT grants to WRLH the right to exhibit and/or authorize multichannel video programming distributors (“MVPDs”) and/or WRLH’s affiliated network to exhibit the Newscast (i) as part of a simultaneous (or near-simultaneous) retransmission of the primary signal of WRLH by means of the internet or other data delivery network, (ii) as part of a video-on-demand (“VOD”) offering, and (iii) for reception on any device now known or hereafter developed. Notwithstanding anything to the contrary contained herein, the term MVPDs as used herein is not limited to ‘multichannel video programming distributors’ as defined by the FCC, and shall also include ‘over-the-top’ internet-based distributors of programming. No expense incurred by WRLH, or revenue received by WRLH, with regard to such rights shall be included in the revenue share calculation.

(ii) The third party content listed on Exhibit A may be updated by WWBT and provided to WRLH from time to time during the Term, but will in no event contain more restrictions than what WWBT has for its own newscasts.

h. Copyright. WWBT will own the copyright to each Newscast production. WRLH’s rights with respect to the Newscast are limited to the rights expressly provided in this Section 1 and in Section 3, and WWBT’s rights with respect to the Newscast are subject to the limitation set forth in Section 3.

2. TERM, RENEWAL AND TERMINATION.

a. Term and Renewal. The term of this Agreement shall commence on the Effective Date and continue until [REDACTED] (the “*Term*”). The parties agree to begin negotiating, in good faith, a renewal of the Agreement at least six (6) months prior to the Agreement’s expiration; provided, however, that each party shall have the right to determine in its sole and absolute discretion whether or not to agree to any such renewal.

b. Right of Termination. Notwithstanding Section 2.a. above, either Party may terminate this Agreement upon the occurrence of any of the following events:

i. this Agreement has been declared invalid or illegal in whole or substantial part by an order or decree of an administrative agency or court of competent jurisdiction which is not subject to appeal or further administrative or judicial review;

ii. there has been a change in the Communications Act that causes this Agreement to be in violation thereof and the applicability of such change is not subject to appeal or further administrative review; or

iii. if the terminating party is not then in material breach and the other party is in material breach under this Agreement and has failed to cure such breach within twenty (20) business days after receiving written notice of breach from the terminating party (in addition, the non-breaching party will be entitled to all its other rights and remedies at law against the breaching party); or

c. WRLH Right of Termination. Notwithstanding Section 2.a above, WRLH may terminate this Agreement (i) on December 31, 2020 if WRLH provides written notice to WWBT on or before September 1, 2020, or (ii) if WWBT materially breaches its obligations hereunder and such breach would have an adverse effect on the WRLH’s FCC license.

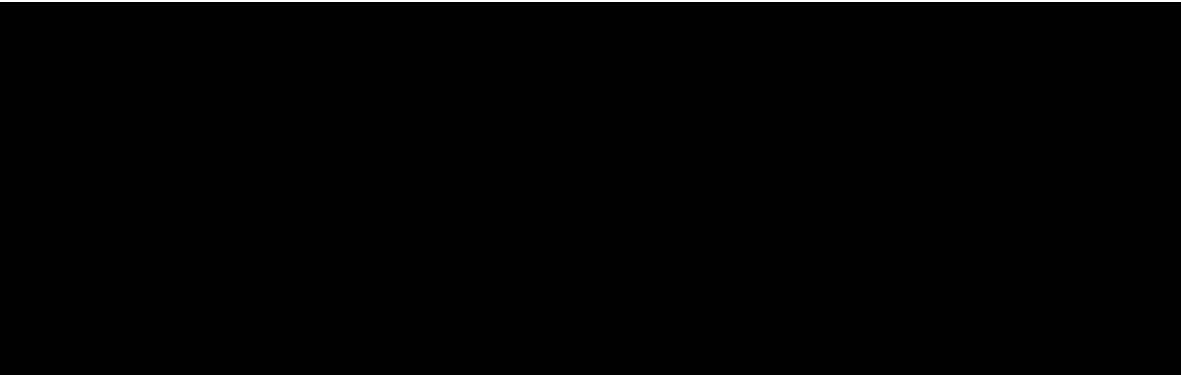
3. PROGRAMMING.

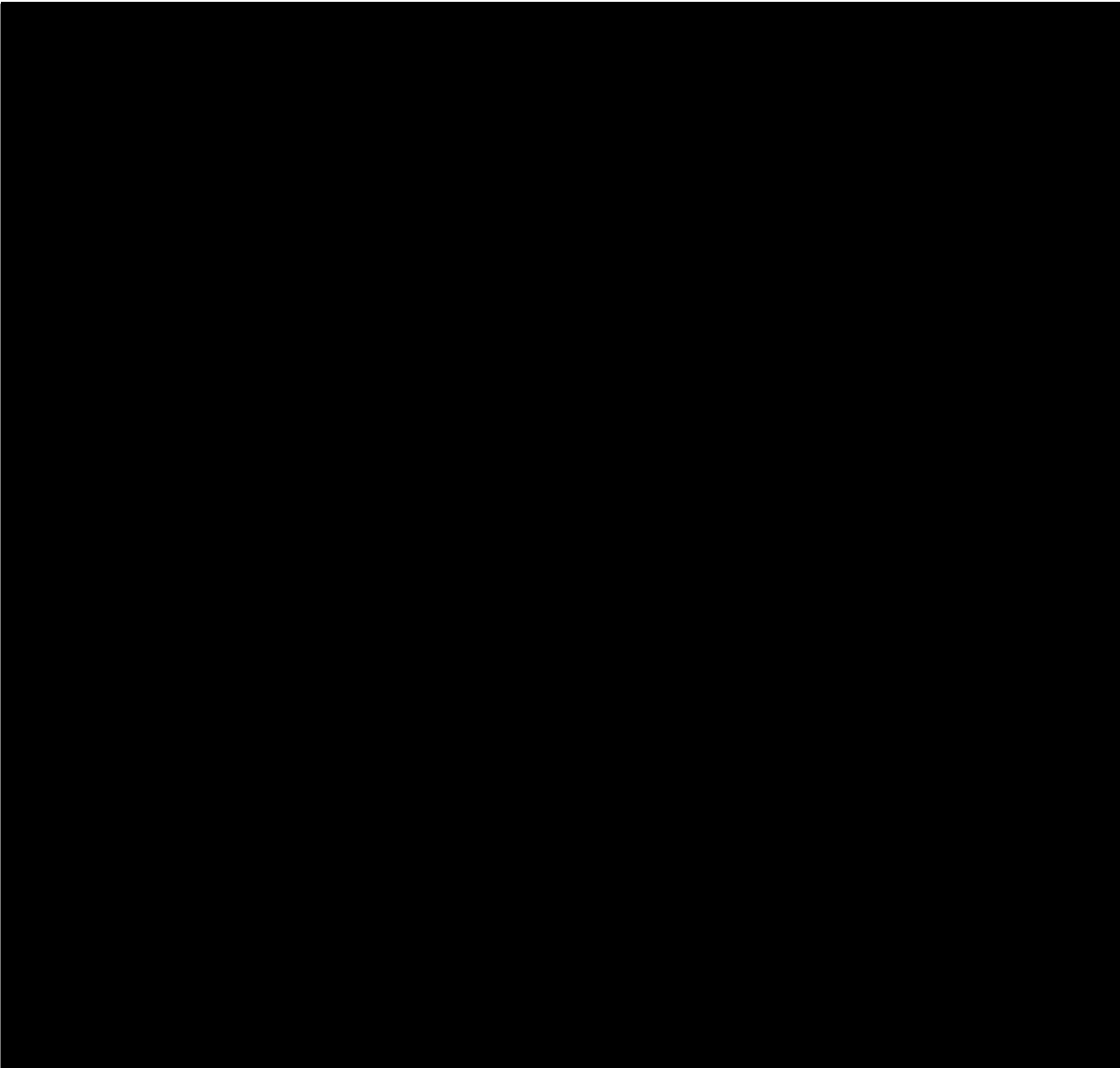
a. Rebroadcast Rights. WRLH will have the right to rebroadcast the Newscast once each day after midnight on one of WRLH-TV's digital channels (WRLH-TV's main digital channel or one of its multicast channels). Except as expressly permitted in this Agreement, WRLH will have no right to rebroadcast the Newscast in its entirety, or substantially in its entirety, in any other medium, but may grant VOD rights to third parties. WWBT will have no right to rebroadcast the Newscast in its entirety, or substantially in its entirety, in any medium.

b. Control. WWBT agrees that the Newscast will comply with all applicable federal, state and local regulations and policies, including (without limitation) FCC requirements regarding closed captioning and payola/plugola (including video news releases), provided that WRLH will be responsible for reimbursing WWBT for any increases to WWBT's cost to produce and deliver the Newscast directly resulting from any changes to the FCC's rules, regulations and/or requirements provided, however that WRLH shall have the right to terminate this Agreement if it does not agree to pay the additional amount. WRLH has the right to preempt the Newscast to present program materials that it deems, in its sole and absolute discretion, to be of greater local or national importance. In addition, WRLH may reject any Newscast, or portion thereof, if it determines, in its sole and absolute discretion, that the broadcast of such material may violate applicable laws or otherwise be contrary to public interest. For purposes of clarification, there will be no deductions from payments due to WWBT under this Agreement if the Newscast is preempted or delayed by WRLH.

c. Other Content. During the term of the Agreement, WWBT will produce and provide to WRLH each day three (3) news topical promotional spots ("Promos") for the Evening Newscast to air between 7pm and 10pm. In addition, each Monday through Friday, WWBT will produce and provide to WRLH two (2) Promos for the Morning Newscast which WRLH will air during the Evening Newscast. The parties will continue to do cross-promotion 'mentions' in their respective newscasts with regard to significant news stories that will air on WWBT and WRLH. WWBT will also furnish WRLH with severe weather watches/warnings and school closing information, as the same becomes available to WWBT during the Newscast time periods for inclusion in the Newscast. Such information may not be used by WRLH in any other format or time period.

4. EXPENSES, MONTHLY FEE AND REVENUE SHARE.





5. INSURANCE. During the term of this Agreement, each Party shall maintain the following type of insurance coverage in the indicated amounts and shall deliver to such Party upon execution of this Agreement and within ten (10) days of any subsequent coverage renewal/replacement a certificate of insurance indicating: (a) comprehensive general liability insurance in the amount of at least [REDACTED] per occurrence and at least [REDACTED] in the aggregate, and (b) insurance which protects it from claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts. In addition, WWBT shall maintain libel/defamation/First Amendment liability insurance. WWBT shall name WRLH and Sinclair Broadcast Group, Inc. as additional insureds on WWBT's liability policies referenced above and any renewals/replacements thereof. WRLH shall name WWBT, LLC and Raycom Media, Inc. as additional insureds on WRLH's liability policies referenced above and any renewals/replacements thereof. Each Party shall notify, as provided in Section 9.a hereof, the other Party in the event of termination of any of the

¹ The calculation shall also include any rebroadcast of the Newscast by WRLH pursuant to Section 3a of the Agreement.

foregoing coverages within five (5) days following receipt by the insured Party of notice of termination. Each Party shall promptly notify its respective insurance carrier and the other Party in the event that any claim for loss or damage is made or filed by any third party which relates to the Newscast. If any policy is written on a Claims-Made form, WWBT is required to maintain coverage for an additional three (3) years beyond the termination or expiration date of this Agreement. WWBT will provide proof of such coverage by either (1) a Certificate of Insurance, or (2) a copy of the Extended Reporting Period Endorsement. WWBT shall also maintain property insurance for the total replacement value of WRLH's equipment, if any, located on WWBT's property. WWBT shall provide evidence of property insurance, naming WRLH as a loss payee.

6. FORCE MAJEURE. If WWBT is prevented from making timely delivery of the Newscast, as herein provided, or if WRLH is prevented from exhibiting the Newscast as herein provided, by reason of an act of God, strike, labor dispute, fire, flood, delay in transportation, failure or delay in technical equipment, war, public disaster, preemption or scheduled broadcast time to broadcast a special event of public importance, or by virtue of any action of the Federal Communication Commission ("FCC"), or any other cause or reason beyond the control of WWBT or WRLH, as the case may be, such failure shall not be a breach of this Agreement. Notwithstanding the foregoing, if WWBT does not provide the Newscast(s) to WRLH due to a force majeure event, the Programming Fee shall be prorated and reduced for such undelivered Newscast(s).

7. INDEMNIFICATION.

a. WRLH hereby indemnifies, defends and holds harmless WWBT, including its affiliated companies, from and against all demands, claims, actions or causes of action, losses, damages, liabilities, costs and expenses, including, without limitation, court costs and reasonable attorney's fees, incurred by WWBT and/or its affiliated companies as a result of (i) the violation or breach by WRLH of any representations, warranties, covenants or other responsibilities of WRLH pursuant to this Agreement; (ii) any advertisements in the Newscast; (iii) any WRLH Content; and/or (iv) any retransmission of the Newscast contrary to this Agreement; and WWBT hereby indemnifies, defends and holds harmless WRLH, including its affiliated companies, from and against all demands, claims, actions or causes of action, losses, damages, liabilities, costs and expenses, including, without limitation, court costs and reasonable attorneys' fees, incurred by WRLH and/or its affiliated companies as a result of the violation or breach by WWBT of any representation, warranties, covenants or other responsibilities of WWBT pursuant to this Agreement or as a result of WRLH's broadcast of the Newscast in the form produced by WWBT, except as provided in this Section 7(a)(i)-(iii).

b. WRLH or WWBT, as the case may be (the "Indemnified Party"), with respect to claims of liability by third parties asserted against or imposed upon or incurred by the Indemnified Party that are subject to indemnification under this Section 7 ("Third-Party Claim"), shall comply with each of the following conditions:

i. Give the other Party (the "Indemnifying Party") prompt notice of any Third-Party Claim, and the Indemnifying Party will undertake the defense thereof by representative of the Indemnifying Party's own choosing reasonably satisfactory to the Indemnified Party. The Indemnified Party may, at its sole option and expense, elect to participate in, but not control, such defense.

ii. In the event that the Indemnifying Party, within a reasonable time after notice of any such Third-Party Claim, fails to defend, the Indemnified Party will (upon further notice to Indemnifying Party) have the right to undertake the defense, compromise or settlement of such Third-Party Claim for the account of Indemnifying Party, subject to the right of Indemnifying Party to assume the defense of such Third-Party Claim with counsel reasonably satisfactory to the Indemnified Party at any time prior to settlement, compromise or final determination thereof.

iii. Anything in this Section 7 to the contrary notwithstanding, the Indemnifying Party shall not, without the Indemnified Party's prior written consent, which consent shall not be unreasonably withheld, settle or compromise any Third-Party Claim or consent to entry of any judgment with respect to any Third-Party Claim for anything other than money and damages paid by Indemnifying Party which would have any adverse effect on the Indemnified Party. The Indemnifying Party may, without the Indemnified Party's prior written consent, settle or compromise any Third-Party Claim or consent to entry to any judgment with respect to any Third-Party Claim which requires solely money damages paid by the Indemnifying Party which includes as an unconditional term thereof the release of the Indemnified Party from all liabilities in respect of such Third-Party Claim.

iv. In determining the amount of liability which an Indemnifying Party may have to an Indemnified Party, the amount of any insurance proceeds an Indemnified Party receives with respect thereto shall reduce the amount of the Indemnifying Party's liability. In no event shall the amount of insurance proceeds received, however, be deemed conclusive evidence of the amount of Indemnifying Party's liability to such Indemnified Party.

8. EXCLUSIVITY. During the term of this Agreement, WWBT shall not produce television newscasts to air during the time periods the Newscast airs on WRLH with, or for, any multi-channel video program distributor (including, but not limited to, broadcast, cable and satellite television) serving the Richmond, VA designated market area, as defined by Nielsen Media Research, other than WRLH. During the term of this Agreement, WRLH will not broadcast or otherwise exhibit any regularly scheduled industry-standard newscast provided by any person or entity, other than WWBT.

9. MISCELLANEOUS.

a. Notices. The delivery of any statement or the giving of any notice provided for herein or required herein may be effective upon receipt by (i) delivery by hand (including via messenger or overnight carrier) and the execution by the recipient of a written receipt, or (ii) by depositing with the United States Postal Service or in any one of its depositories the same to the recipient by registered or certified mail, postage paid, with return receipt requested, addressed as follows or as may be directed in writing by one Party to the other within the continental United States:

If to WWBT:

WWBT-TV
5710 Midlothian Turnpike
Richmond, VA 23225
Attention: General Manager

with a copy to: Raycom Media, Inc.
Attn: General Counsel
201 Monroe St., 20th Floor
Montgomery, AL 36104

If to WRLH:

WRLH-TV
1925 Westmoreland St.
Richmond, VA 23230
Attention: General Manager

with a copy to: Sinclair Television Group, Inc.
10706 Beaver Dam Road
Cockeysville, MD 21030
Attention: General Counsel

b. Public Statements. Neither Party will make any public announcement or issue any press release regarding this Agreement or the transactions contemplated hereby without the prior written approval of the other Party, which approval shall not be unreasonably withheld or delayed; provided, all public announcements and press release shall portray the Newscast as being a news program of WRLH-TV.

c. Severability. Any provision under applicable law or regulations which supersede or invalidate any provision hereof which is not material to the benefit negotiated for by either Party hereto shall not affect the validity of this Agreement, and the remaining provisions shall be enforced as if the invalid provision were deleted.

d. Applicable Law/Attorney Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, in all respects, including matters of construction, validity and performance. In the event of any litigation between the parties, the losing party will reimburse the prevailing party for the reasonable attorney fees incurred by the prevailing party.

e. Assignment/Benefit. Neither party shall assign its rights or obligations hereunder without the prior written consent of the other party, except that (i) WRLH will assign this Agreement to a purchaser of all or substantially all of the assets or ownership interests of WRLH-TV without having to obtain the consent of WWBT, and (ii) WWBT will assign this Agreement to a purchaser of all or substantially all of the assets or ownership interests of WWBT-TV without having to obtain the consent of WRLH. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

f. Waiver. Any waiver as to any terms and conditions of the Agreement must be in writing and shall not operate as a future waiver of the same terms and conditions, or prevent the future enforcement of any of the terms or conditions thereof.

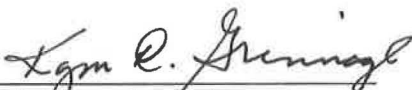
g. No Partnership. The Parties hereto shall be deemed to be in a contractual relationship only as a result of this Agreement and shall not be treated as having formed a partnership, joint venture or similar arrangement.

h. Counterparts. This Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument. The parties agree that this Agreement shall be binding upon the transmission by each party of a signed signature page to the other party via electronic means (including facsimile or email), and such signatures shall have the same force and effect as original signatures.


i. Entire Agreement. This instrument contains the entire agreement of the Parties and may not be changed except by an agreement in writing signed by the Party against whom the enforcement of any waiver, change, extension, modification or discharge is sought.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly executed officers, as of the day and year first above written.

WWBT, LLC

By: 
Name: Kym D. GRINNAGE
Title: VP/GM WWBT

Sinclair Communications, LLC

By: 
Name: David R. Bochenek
Title: Authorized Signatory