

HELICOPTER SHARING AGREEMENT

This Helicopter Sharing Agreement (this “**Agreement**”) effective as of August 1, 2020 (“**Effective Date**”), is entered into by and between King Broadcasting Company, a Washington corporation with offices at 1501 1st Avenue South, Suite 300, Seattle, Washington 98134, licensee and operator of television station KING-TV (“**KING-TV**”), and Sinclair Media of Seattle, LLC d/b/a KOMO-TV, a Delaware limited liability company with offices at 140 Fourth Avenue North Seattle, Washington 98109, operator of television station KOMO-TV (“**KOMO-TV**”), and KIRO-TV, Inc., a Delaware corporation with offices at 2807 Third Ave, Seattle, Washington 98121, licensee and operator of the television station KIRO-TV (“**KIRO-TV**”). KING-TV, KOMO-TV and KIRO-TV may be referred to herein individually as a “**Station**” and collectively as the “**Stations**”. Capitalized terms used in this Agreement but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Helicopter Services Agreement (as hereinafter defined).

RECITALS

WHEREAS, the Stations have entered into a Helicopter Service Agreement, dated August 1, 2020 (the “**Helicopter Service Agreement**”) with Helicopters, Inc., a Missouri corporation (“**Helicopters, Inc.**”), pursuant to which Helicopters, Inc. has agreed to provide the Stations with the use of a Bell 407 helicopter until October 31, 2020, and thereafter a Bell 206L4 helicopter for the remainder of the Term, or any Substitute Aircraft as may be necessary, for the purpose of enabling the Stations to broadcast traffic conditions and news events to their respective viewers; and

WHEREAS, the Stations desire to agree upon their respective rights and obligations with respect to the use of the Helicopter (as defined below).

NOW, THEREFORE, in consideration of the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Stations agree as follows:

1. USE OF THE HELICOPTER.

(a) For purposes of this Agreement, the term “**Helicopter**” shall refer to either the Initial Aircraft, the Primary Aircraft or any Substitute Aircraft provided to the Stations by Helicopters, Inc. pursuant to the Helicopter Services Agreement.

(b) Subject to applicable FAA regulations and the terms and conditions of the Helicopter Service Agreement, the Stations have the right to use the Helicopter, including the right to obtain and broadcast video acquired by the Helicopter camera, for the purposes of live broadcasts of news reports and traffic conditions occurring in the Seattle, Washington metropolitan area during the Duty Hours, which shall mean, as applicable, the Short Term Duty Hours or Normal Duty Hours. Subject to the terms and conditions of the Helicopter Service Agreement (or any superseding helicopter service agreement entered into by the Stations), the Stations shall have the right, individually or collectively, to use the Helicopter outside of Duty Hours. Each Station shall make reasonable efforts to ensure that any requested use of the

Helicopter outside of the Duty Hours does not exceed applicable FAA duty requirements and limitations that may pertain to the pilot of the Helicopter.

2. OWNERSHIP OF VIDEO. Each Station hereby agrees to the following terms and conditions with respect to all video obtained from the Helicopter (collectively, and unless otherwise distinguished below, “**Video**”):

(a) Except as set forth in Section 2(b) below, the Stations shall jointly own all Video obtained from the Helicopter (such jointly owned Video shall hereinafter be referred to as “**Shared Video**”) and all ownership rights, including copyright, in and to such Shared Video shall be equally and jointly owned by the Stations. For clarity, each Station will have the right to use and exploit the Shared Video (and any Derivative Works (as defined below) thereof) for its own business purposes via any manner or medium, now known or hereafter developed, including, without limitation, broadcast television, print, and online (including any mobile platforms). Notwithstanding the foregoing, each Station’s ability to sell or otherwise transfer Shared Video is limited as set forth in Section 3 of this Agreement. For avoidance of doubt, for purposes of this Agreement, the term “Video” includes any works derived from such Videos, including, without limitation, any text, still images, or audio-only versions of the content of such Video (collectively, “**Derivative Works**”). Any use by a Station of any Derivative Works shall be limited in accordance with the terms of Section 3, below.

(b) In the event Video is obtained during a Station’s private and independent use of the Helicopter pursuant to Section 3(d) of this Agreement (hereinafter, an “**Enterprise Flight**”) to cover an enterprise news story (a story intended from its inception to be exclusive to one Station), then the requesting Station shall retain sole ownership rights in and to all Video associated with such enterprise news story (such Video is hereinafter referred to as “**Enterprise Video**”), and the other Stations shall not have any rights in such Enterprise Video. Notwithstanding the foregoing, if the Station using the Helicopter for an Enterprise Flight obtains any Video during such Enterprise Flight that is related to a current news event that is either of an emergency nature or of interest to a Station’s audience that warrants the interruption of scheduled programming in order to report its details or which is otherwise an important or sensational news story of wide interest meriting live coverage (a “**Breaking News Story**”), (i) such Station shall make such Video (“**Breaking News Video**”) available to the other Stations, (ii) such Breaking News Video will be Shared Video (and not Enterprise Video), and (iii) the Stations will share equally the costs of that portion of the flight used to obtain the Breaking News Video. If a Breaking News Story arises during a Station’s Enterprise Flight, the dispatching Station (or, if the dispatching Station is the Station operating the Enterprise Flight, then the other Stations) may direct the Helicopter to divert from the Enterprise Flight to cover the Breaking News Story. In such case, these costs of the portion of the flight beginning upon the diversion from the Enterprise Flight through the sooner of the conclusion of the Breaking News Story event or the end of the flight (“**Breaking News Flight**”) will be shared equally by the Stations, and any Video taken during the Breaking News Flight will be deemed Shared Video. In the case of Breaking News Video, the Stations shall jointly own all such Breaking News Video and all ownership rights, including copyright, in and to such Breaking News Video shall be equally and jointly owned by the Stations. Notwithstanding the foregoing, each Station’s ability to sell or otherwise transfer such Breaking News Video is limited as set forth in Section 3 of this Agreement by virtue of it being Shared Video.

3. TRANSFER OF RIGHTS IN VIDEO.

(a) Each Station may sell, license or otherwise transfer Video to any third party for a fee, provided that the after-tax proceeds generated from any such sale, license or transfer of Shared Video to a third party shall be divided ██████████ among the Stations. For the avoidance of doubt, (i) each Station may, at its option, sell, or license or otherwise transfer (without any obligation to collect a fee) Video to its News-Related Affiliates (as hereinafter defined), and such News-Related Affiliates shall have the right to use, broadcast, display, retransmit, or otherwise distribute such Video through any and all platforms or distribution methods currently available and in use or which become available through any advances in technology in the future, and (ii) Enterprise Video may be sold, licensed or otherwise transferred by the Station that owns such Enterprise Video in its sole discretion, in each case with no obligation to collect a fee or, if a fee is collected, no obligation to share the proceeds from such sale, license or transfer with the other Stations. For clarity, none of the Stations may provide or otherwise make available Video (other than Enterprise Video) to any third party other than a Station's News-Related Affiliate unless such Station charges a fee to such third party for the use of such Video.

(b) Each Station shall distribute to the other Stations their respective shares ██████████ of the after-tax proceeds from any sale, license or other transfer of Shared Video to a third party on a semi-annual basis, within thirty (30) days after the midpoint and the end of each Contract Year. Each such distribution shall include a written certification from an officer of the selling Station as to the accuracy of such payment. Notwithstanding the foregoing, no Station shall have audit rights, accounting rights or the right to request and receive business records documenting any such sales of Shared Video and the payment obligations hereunder and no documentation relating to such revenue share shall be itemized or otherwise make reference to individual sales of Shared Video.

(c) In the event that any Station incorporates Shared Video into an independently-produced program ("**Program**"), and such Program is sold to a third party, then such selling Station shall assign a value to such Shared Video based on the reasonable and the then-prevailing market rates for video of substantially equivalent length, type and quality, and distribute to the other Stations ██████████ of the Program proceeds apportioned to such Shared Video, without any obligation to distribute the proceeds it earns for the sale of the Program as a whole.

(d) For purposes of this Agreement, (i) the term "**News-Related Affiliate**" means (A) any television station, cable news entity, radio station, newspaper, news feed, website or any other news-related business that is owned or operated by or on behalf of a Station or any Affiliate (as defined below) of a Station, (B) the ABC broadcast television network, (C) the NBC broadcast television network, and (D) the CBS broadcasting television network; and (ii) the term "**Affiliate**" means, with respect to each Station, any other Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such Station, and (iii) the term "**Person**" means an individual, corporation, limited liability company, partnership, association, trust, unincorporated organization, other entity or group (as "group" is defined in Rule 13d-5(b)(1) under the Securities Exchange Act of 1934, as amended).

4. OPERATING CONDITIONS.

(a) The ultimate decision regarding whether to operate the Helicopter or the flight path, direction or location of the Helicopter, shall be at the sole discretion of the Pilot in command, who shall at all times maintain the right to overrule any requests made by any or all of the Stations. Without limiting the foregoing, the Stations will adhere to the operational guidelines and requirements set forth in Exhibit A in connection with the operation of the Helicopter and use of Video derived from such operation.

(b) Only the Photographer shall be permitted to operate the camera to obtain Video. The Stations acknowledge and agree that under no circumstances shall the Pilot serve as reporter or photographer for any Station or any other entity while piloting the Helicopter.

(c) Each Station shall exercise its own independent judgment regarding the selection of which news events to cover or report, and shall further exercise its own independent editorial judgment regarding the manner in which such reports are presented on its respective broadcasts, website or other distribution outlets.

(d) Consistent with Section 3(d) of the Helicopter Service Agreement, each Station shall have the right to request the private and independent use of the Helicopter for Enterprise Flights, without the involvement of the other Stations. In the event that a Station desires to utilize and schedule an Enterprise Flight, the requesting Station shall contact the Station responsible for dispatching the Helicopter during that month (as delineated on the attached Exhibit A), which dispatching Station will contact the Pilot to schedule the launch of the Helicopter. (If the requesting Station is responsible for dispatching the Helicopter that month, then the requesting Station will contact the Pilot directly.) For any such Enterprise Flights, the Station requesting such flight shall be solely responsible for the payment of any and all costs and fees set forth in the Helicopter Services Agreement (including, without limitation, any Hourly Rate Excess Usage fee and billable fuel costs) for each Enterprise Flight. In addition, notwithstanding Section 12(a) of the Helicopter Service Agreement, all “call-in” fees, per-hour charges, and other costs, fees and expenses relating to any Enterprise Flight scheduled shall be the sole responsibility of the requesting Station and the requesting Station shall indemnify, defend, hold harmless and reimburse each other Station to the extent of any damages, losses, claims, suits, penalties, fines, judgments, costs, expenses and attorneys’ fees arising out of or relating to any such Enterprise Flight.

(e) The Stations acknowledge and agree that Helicopters Inc. will be solely responsible for operation of the Helicopter and for any claims arising therefrom, and none of the Stations shall have any liability to any other Station or any third party (including Helicopters Inc.) (whether direct, indirect, special, incidental, consequential or otherwise) incurred or arising out of or incident to operation of the Helicopter.

5. SCHEDULING. In the event of a potential conflict between the Stations for use of the Helicopter for Enterprise Flights, the Stations shall use good faith efforts to mutually cooperate and resolve any such conflict. In the event the conflict cannot be resolved, the decision of the Station identified on the monthly rotating schedule listed on the attached Exhibit A shall prevail.

6. PAYMENT; FEES.

(a) Each Station hereby agrees to pay Helicopters, Inc. pursuant to the terms and conditions set forth in the Helicopter Service Agreement.

(b) Each month during the term of the Helicopter Services Agreement (or any superseding helicopter service agreement entered into by the Stations), for accounting efficiency and organization, KOMO-TV's News Operations Manager shall review for accuracy a statement from Helicopters, Inc. detailing (i) the collective use of the Helicopter by the Stations during such month, (ii) each Station's private and independent use of the Helicopter such month, and (iii) Excess Flight Hours, if any. KOMO-TV's Business Manager shall then forward copies of such statement to KING-TV and KIRO-TV.

7. TERM; TERMINATION.

(a) The term of this Agreement shall commence on the Effective Date and continue through October 31, 2023 (the "**Term**"). Following the Term, this Agreement may be renewed only upon the written agreement of each of the Stations.

(b) Notwithstanding Section 7(a) above, in the event the Helicopter Service Agreement terminates or expires during the Term of this Agreement, this Agreement shall immediately and automatically terminate, effective on the termination date of the Helicopter Service Agreement.

(c) In the event that any Station materially breaches any of its obligations under this Agreement and such breach is not remedied to the reasonable satisfaction of the non-breaching Stations within thirty (30) days after the breaching party's receipt of notice of such breach, then (i) the non-breaching Stations shall have the right to terminate this Agreement as a result of such breach, and (ii) such breach will be deemed to be a breach by the breaching Station of the Helicopter Services Agreement. Upon any such termination of this Agreement by the non-breaching Stations, the breaching Station shall immediately accelerate and forward to Helicopters, Inc. its share of the Base Service Fees required under the Helicopter Services Agreement for the remainder of the term of the Helicopter Services Agreement.

(d) This Section 7(d) and Sections 3, 9, 10, 11, 12, 14, 15, 16, 17 and 18 will survive any expiration or termination of this Agreement.

8. INSURANCE. The Stations acknowledge that the Helicopter Service Agreement sets forth Helicopters, Inc.'s obligations with respect to insurance coverage in connection with the operation of the Helicopter and its obligations thereunder. In the event and to the extent any Station or any of such Station's employees or agents has liability, loss, damage, claim (whether valid or invalid), cost or action, and associated costs or expenses (including reasonable attorneys' fees, court costs and disbursements) (collectively, "**Losses**") arising from the ownership, use, operation, maintenance or condition of the Helicopter, such Station shall present such Losses directly to Helicopters, Inc. for reimbursement and shall not seek remedy from the other Stations.

9. INDEMNIFICATION. Each Station (“**Indemnifying Party**”) shall indemnify, defend and hold each of the other Stations, their respective parents, subsidiaries and Affiliates, and the respective officers, directors, employees, and agents of such entities (the “**Indemnified Parties**”) harmless from and against any and all Losses that may arise out of (i) the Indemnifying Party’s breach or alleged breach of its obligations under this Agreement or the Helicopter Services Agreement; (ii) the Indemnifying Party’s independent use of the Helicopter for any purpose; (iii) any Enterprise Video owned by the Indemnifying Party; (iv) any news gathering or other equipment that the Indemnifying Party has installed in or on the Helicopter; (v) the Indemnified Party’s use of any Shared Video; and (vi) the negligence or willful misconduct of any employee, director, officer, agent, successor, or assignee of the Indemnifying Party or its Affiliates in connection with the Indemnifying Party’s performance under this Agreement.

10. PILOTS AND PHOTOGRAPHERS. Each Station acknowledges that the Helicopter’s primary and backup Pilots and Photographers shall be provided by Helicopters, Inc. pursuant to the Helicopter Services Agreement. Pursuant to the terms of the Helicopter Service Agreement, Helicopters, Inc. provides and remains solely responsible for servicing the Helicopter, including maintenance, Helicopter pilot training, flight safety measures, and overall compliance with applicable FAA regulations. Therefore, each Station hereby acknowledges and agrees that it shall not hold any other Station liable or responsible for such compliance or service, or for the actions, errors, or omissions of any Helicopter Pilots or Photographers.

11. SEVERABILITY. If any provision of this Agreement is declared to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect, and shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely approximating the intention of the parties as expressed herein.

12. GOVERNING LAW; WAIVER OF JURY TRIAL. The terms of this Agreement shall be governed by the laws of the State of New York, regardless of any conflicts of law principles that would require the application of the laws of another jurisdiction. Each Station hereby specifically waives any right to trial by jury in any court with respect to any contractual, tortious or statutory claim, counterclaim or cross claim against the other arising out of or connected in any way to this Agreement because the parties hereto, who are represented by counsel, believe that the complex commercial and professional aspects of their dealing with one another make a jury determination neither desirable nor appropriate.

13. ASSIGNMENT. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns. None of the Stations may assign this Agreement without the prior written consent of the other Stations and any assignment made by a party without the prior written consent of each other Station shall be null and void; provided, however, that each Station shall have the right, without obtaining the consent of the other Stations, to assign or otherwise transfer this Agreement to (i) any entity which controls, is controlled by, or is under common control with, such Station, or (ii) to a successor-in-interest as a result of a merger or consolidation or in connection with the sale or transfer of all or substantially all of the business or assets to which this Agreement relates, but in each case only in connection with a transfer of the Helicopter Services Agreement to the same entity.

14. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS. This Agreement and the Helicopter Service Agreement constitute the entire agreement of the Stations with respect to the subject matter contained herein and supersedes any prior such agreements. There are no other agreements, written or oral, amongst the Stations relating to such subject matter except as specifically provided herein. This Agreement may not be modified or amended except by an instrument in writing signed by each of the Stations. The Section captions used in this Agreement are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Agreement.

15. PUBLICITY; CONFIDENTIALITY.

(a) None of the Stations may use any other Station's name, or any trademark, service mark, trade name, logo or other commercial or product designations for any purpose without the prior written consent of such other Station in each instance. Without limiting the generality of the foregoing, unless required by law, no Station will, without the prior written approval of each of the other Station, make any public statement, press release, presentation, or other announcement relating to the existence or terms of this Agreement or that the Stations have entered into the Helicopter Service Agreement with Helicopters, Inc. that allows the Stations to share and make use of the Helicopter for news gathering and other purposes; provided, however, that each Station shall have the right upon execution of this Agreement and the Helicopter Service Agreement to disclose (i) to the employees of such Station who have a need to know those provisions of this Agreement related to the day-to-day use by the Stations of the Helicopter pursuant to the Helicopter Service Agreement and this Agreement; and (ii) to any Affiliates of such Station all or any portion of the Helicopter Service Agreement and this Agreement, as necessary, for such Station to perform its obligations under this Agreement or the Helicopter Services Agreement.

(b) The proviso contained in Section 15(a) notwithstanding, each Station agrees that during the Term and for a period of three (3) years thereafter not to deliver or authorize any of its Affiliates or any of its or its Affiliates' respective directors, officers, employees, agents or contractors to deliver to any third party an original or a copy of the Helicopter Service Agreement or this Agreement, any schedules or exhibits relating to the Helicopter Service Agreement or this Agreement, or any schedules or exhibits that in whole or in part disclose any of the monetary obligations of the Stations to Helicopters, Inc. or any written or electronic communications related to the transaction contemplated by the Helicopter Sharing Agreement or this Agreement that relate to such monetary obligations (collectively, "**Confidential Information**"), except that each Station shall be entitled to disclose Confidential Information in order to (i) enforce the same or to such Station's attorneys, accountants, consultants, financing sources and other advisors performing services or financing for such Station with respect to or affected by the transaction contemplated by the Helicopter Service Agreement and this Agreement, in which case such Station shall use good faith efforts to limit disclosure to such third parties on a need-to-know basis and shall request and use its best efforts to obtain confidential treatment of the Confidential Information or (ii) comply with any requirement of a government body or court of law to disclose any of the Confidential Information, provided that such Station shall give each other Station reasonable advance notice of such disclosure requirement so that the other Stations may contest the disclosure or seek a protective order. The foregoing provisions of this Section 15 notwithstanding, in the event any of the Confidential Information becomes publicly available, other than in accordance with the

foregoing exceptions or as a result of a breach by either Station of its agreements recited above, then the portion of the Confidential Information so disclosed to such third party shall no longer be considered Confidential Information for purposes of this Section 15.

16. COUNTERPARTS. This Agreement may be executed in any number of counterparts and shall be effective and binding on the Stations when each of the Stations has fully executed a counterpart and returned a copy to the other Stations, notwithstanding that each of the Stations may have executed different counterparts. Counterparts may be compiled, duplicate pages discarded and the remainder assembled as a complete document binding on all of the parties. Further, the Stations agree that email transmission of a PDF file and any signature thereon shall be considered for all purposes as an original.

17. NOTICES. Any documents, notices, request, demands or communications given or required or permitted to be given under or in connection with this Agreement shall be hand delivered or sent to the address stated herein, or any other address requested by a party in accordance with this section, by way of first class registered or certified mail, return receipt requested, postage prepaid, or by overnight delivery addressed as follows:

To KING-TV: KING-TV
1501 1st Avenue South, Suite 300
Seattle, WA 98134
Attn: Jim Rose, President and General Manager

With a copy to: TEGNA Inc.
8350 Broad Street, Suite 2000
Tysons, VA 22102
Attn: Law Department
Email: lawdept@tegn.com

To KOMO-TV: KOMO-TV
140 Fourth Avenue North
Seattle, WA 98109
Attn: Chad Conklin, General Manager

With a copy to: Sinclair Broadcast Group, Inc.
10706 Beaver Dam Road
Hunt Valley, MD 21030
Attn: General Counsel
Email: legalnotification@sbg.com

To KIRO-TV: KIRO-TV
2807 Third Avenue
Seattle, WA 98121
Attn: General Manager

With a copy to: Terrier Media Buyer, Inc.
223 Perimeter Center Parkway NE
Atlanta, GA 30346

Attn: Legal Department
legalnotices@cmg.com

18. STATION DECISIONS. Except as expressly set forth in this Agreement or the Helicopter Services Agreement, with respect to any actions to be taken by the Stations under this Agreement or the Helicopter Services Agreement, the affirmative approval, vote or consent of all Stations will be required.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Station has executed this Helicopter Sharing Agreement as of the date first written above, agrees to be bound by its terms and conditions, and represents to each other Station that it has all necessary right, power and authority to be execute this Agreement and to be bound by its terms and conditions.

KING BROADCASTING COMPANY

By: Jim Rose
Name: Jim Rose
Title: President and General Manager

**SINCLAIR MEDIA OF SEATTLE, LLC D/B/A
KOMO-TV**

By: _____
Name: _____
Title: _____

KIRO-TV, INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each Station has executed this Helicopter Sharing Agreement as of the date first written above, agrees to be bound by its terms and conditions, and represents to each other Station that it has all necessary right, power and authority to be execute this Agreement and to be bound by its terms and conditions.

KING BROADCASTING COMPANY

**SINCLAIR MEDIA OF SEATTLE, LLC D/B/A
KOMO-TV**

By: _____

Name: _____

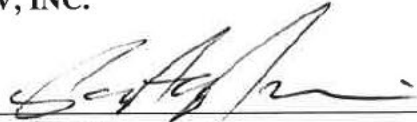
Title: _____

By: DocuSigned by: David R. Bochenek _____

Name: 1FD9CE8F80304A3...
David R. Bochenek _____

Title: **Authorized Signatory** _____

KIRO-TV, INC.

By: 

Name: PAT NEVIN

Title: VP/GM KIRO-TV