

NEWS SHARE AGREEMENT

THIS NEWS SHARE AGREEMENT (the "Agreement") effective as of the last date the Agreement is executed by a party hereto, by and between Sinclair Television Company, Inc. d/b/a WMSN-TV ("WMSN") and Television Wisconsin, Inc. d/b/a ("WISC"). WMSN and WISC shall be individually referred to as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, WMSN wishes to procure from WISC a live feed newscast, consistent with industry standards, fully produced by WISC for broadcast on WMSN-TV, and WISC wishes to provide such a newscast to WMSN;

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 Newscast. WISC shall produce and provide to WMSN a live newscast for broadcast on WMSN-TV from 9:00 p.m. to 9:35 p.m. Central time Sundays through Fridays, and 9:00 p.m. to 9:30 p.m. on Saturdays throughout the term of this Agreement (the "Newscast"), with the right on the part of WMSN to make the timing and formatting of the Saturday Newscast the same as the other nights, at its discretion. WMSN shall have the right to tape-delay the Newscast if required due to programming which continues past 9:00 p.m. The Newscast shall be transmitted by technology determined by WMSN.

b. Title/Format/Content. The title of the Newscast shall be "FOX 47 News at 9". The format of the Newscast shall include news, weather and sports. The quality of the Newscast shall be substantially consistent with WISC's present news production quality and shall be closed captioned in accordance with Federal Communication Commission ("FCC") rules and regulations. WISC may not (a) broadcast any editorials in the Newscast, (b) include any product placement or similar opportunities in the Newscast, or (c) mention any of WISC's programming during the Newscast. WISC shall honor requests from WMSN for specific feature stories and/or other content to air in the Newscast from time to time.

c. Commercial Time. The Newscast Sunday through Friday will be formatted for twenty-two (22) thirty second (:30) commercial equivalents and the Newscast on Saturday will be formatted for sixteen (16) thirty second (:30) commercial equivalents. At WMSN's written request, WISC will produce and include in the Newscast a news crawl. WMSN shall retain the exclusive right to sell all commercial time during the Newscast (including sponsorships of the news crawls that WMSN

determines to include in the Newscast, weather and sports sponsorships, and any other sponsorship opportunities).

d. Personnel/Anchors. With the exception of the main anchor for the Newscast who will be supplied by WMSN (the "Main Anchor"), WISC shall furnish the services of its anchors, news reporters, meteorologists and sports reporters, on a consistent basis, for the Newscast, or different anchors as mutually agreed by the Parties in writing. The anchors (except for the Main Anchor) and other personnel shall be on the payroll of WISC, and shall at all times be subject to WISC'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. The news anchors shall make themselves available from time to time for news marketing and promotional purposes upon WMSN's request.

e. Graphics/Set Design. All production values, graphics, and set design of the Newscast shall be determined by WISC with the advice and consent of WMSN.

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

g. Other Content. In addition to the Newscast, WISC will furnish a minimum of two (2) topicals/teasers on the Newscast to WMSN prior to 5 p.m. each day.

h. VOD and Retransmission Consent Rights. Notwithstanding anything to the contrary contained herein and to the extent permitted by applicable law (compliance of which will be the responsibility of WMSN), WMSN shall have the right to grant video-on-demand ("VOD") rights to the Newscast to multi-channel video program distributors and news crawls may be included in the Newscast as a result of an agreement entered into by WMSN in connection with retransmission consent. No expense incurred by WMSN, or revenue received by WMSN, with regard to such VOD rights and news crawls shall be included in the revenue share calculation in the Agreement.

2. TERM, RENEWAL AND TERMINATION.

a. Term and Renewal. The term of this Agreement shall commence on the date on which the first Newscast is broadcast on WMSN, which is expected to be [REDACTED] (the "Initial Term"); provided, however, that at the expiration of the Initial Term (or the current term if the Agreement continues beyond the Initial Term), this Agreement will be automatically renewed for successive [REDACTED] prior to the expiration of the Initial Term, or the current term, either Party provides written notice to the other Party (in accordance with the notice provisions herein provided) that it is terminating the Agreement at the expiration of the Initial Term, or the current term.

b. Mutual 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;

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; or

c. WMSN Right of Termination. Notwithstanding Section 2.a above, WMSN may terminate this Agreement if WISC materially breaches its obligations hereunder and such breach would have an adverse effect on WMSN's FCC license.

3. PROGRAMMING.

a. Rebroadcast Rights. WMSN will have the right to rebroadcast the Newscast once each day after midnight. In addition, to the extent permitted by applicable law (compliance of which will be the responsibility of WMSN), WMSN will have the right to (i) webcast and stream its signal to the Internet on a live or delayed basis, (ii) from time to time in the case of breaking news or matters of significant local or national interest, allow television station(s) owned or programmed by affiliates of WMSN to air Newscast segments, (iii) grant VOD rights in accordance with Section 1.h hereof, and (iv) rebroadcast such small amounts of the Newscast in other media as may be necessary for suitable promotion and marketing. Further, WMSN shall have the right to post any content from the Newscast on its website. WISC will have no other right to rebroadcast any of the Newscast in any medium.

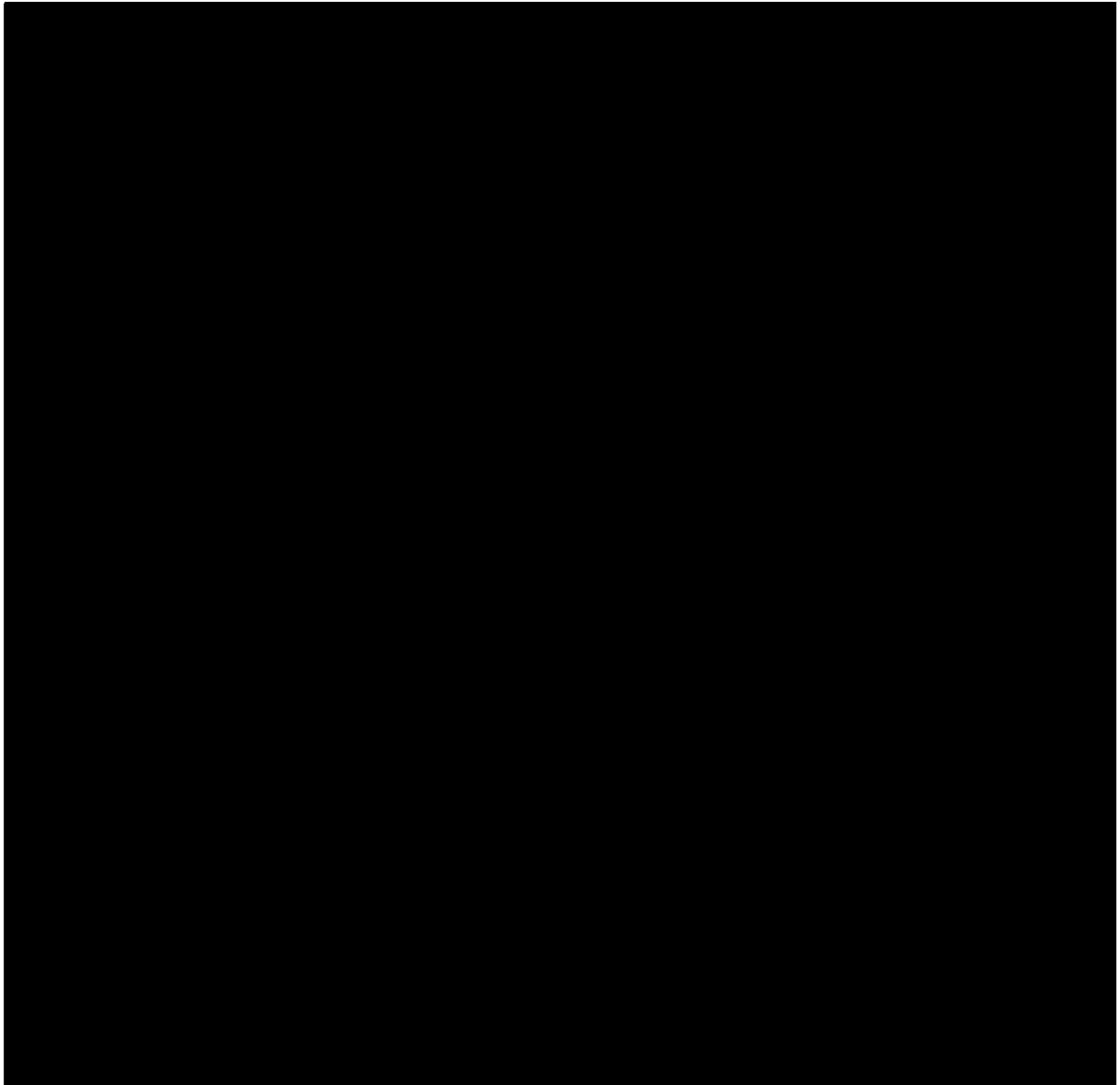
b. Control. WISC agrees that the Newscast will comply with all applicable federal, state and local regulations and policies, including (without limitation) FCC requirements regarding closed captioning and payola/plugola (including video news releases). Accordingly, WMSN will have the right to preempt 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, WMSN 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.

c. Other Content. During the term of the Agreement, WISC will furnish WMSN with severe weather watches/warnings and school closing information, as the

same becomes available to WISC, for WMSN's use. WMSN may decide not to use said information in its sole and absolute discretion.

d. FCC changes. In the event of any material changes in FCC rules or regulations that significantly increase the costs of producing the Newscast, the parties will meet to discuss such changes.

4. Expenses, Monthly Fee and Revenue Share.



5. PROMOTION. WISC and WMSN agree that the ratings and financial success of the Newscast will be enhanced by mutual on-air promotion of the Newscast; therefore, WISC and WMSN will work in good faith to jointly promote the Newscast at times to be mutually agreed to by the Parties. To assure consistency, all promotions will be prepared by WISC, with the advice and consent of WMSN.

6. 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] 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, WISC shall maintain libel/defamation/First Amendment liability insurance, with a deductible of no more than [REDACTED] per claim. WISC shall name WMSN as an additional insured on the liability policies referenced herein and any renewals/replacements thereof. Each Party shall notify, as provided in Section 10.a hereof, the other Party in the event of termination of any of the 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, WISC is required to maintain coverage for an additional three (3) years beyond the termination or expiration date of this Agreement. WISC will provide proof of such coverage by either (1) a Certificate of Insurance showing a retroactive date preceding the Effective Date, or (2) a copy of the Extended Reporting Period Endorsement.

7. FORCE MAJEURE. If WISC is prevented from making timely delivery of the Newscast, as herein provided, or if WMSN 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 FCC or any other cause or reason beyond the control of WISC or WMSN, as the case may be, such failure shall not be a breach of this Agreement.

8. INDEMNIFICATION.

a. WMSN hereby indemnifies, defends and holds harmless WISC 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 WISC as a result of the violation or breach by WMSN of any representations, warranties, covenants or other responsibilities of WMSN pursuant to this Agreement; and WISC hereby indemnifies, defends and holds harmless WMSN 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 WMSN as a result of the violation or breach by WISC of any representation, warranties, covenants or other responsibilities of WISC pursuant to this Agreement or as a result of WMSN's broadcast of the Newscast in the form produced by WISC.

b. WMSN or WISC, 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 8 ("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 8 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.

9. EXCLUSIVITY. WISC shall discontinue its production of the news program at 9:00 p.m. on MyNetwork TV prior to January 1, 2012 and will not produce a news program for itself or any of its affiliated entities to air during the same time period as the Newscast. In addition, during the term of this Agreement and for a period of one (1) year after termination of this Agreement, WISC shall not produce television newscasts with, or for, any broadcast television station, cable or satellite channel or for any multi-channel video program distributor (including, but not limited to, cable and satellite television) serving the Madison, Wisconsin designated market area, as defined by Nielsen Media Research, other than WISC or WMSN; provided, that, notwithstanding the foregoing after the termination of this Agreement, WISC shall be permitted to

produce television newscasts for any broadcast television station owned by WISC or an affiliated entity.

10. GOOD FAITH COMMUNICATION. During the term of this Agreement, each of the parties hereto agrees to communicate in good faith with the other party with regard to any concerns such first party has regarding the performance of the other party. In addition, the General Managers of WISC and WMSN, along with any other pertinent personnel that the parties desire (e.g., News Director), will meet in person on a quarterly basis to discuss any issues regarding the Newscast and/or this Agreement. Further, the parties agree to have a good faith discussion in the event there is any substantial change in the expenses of either party in connection with this Agreement.

11. MISCELLANEOUS.

a. Notices. The delivery of any statement or the giving of any notice provided for herein or required herein will be effective upon receipt by (i) delivery by hand (including via messenger or overnight carrier), 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 WISC:
WISC-TV
7025 Raymond Road
Madison, WI 53719
Attention: David Sanks, General Manager

with a copy to: Morgan Murphy Media
7025 Raymond Road
Madison, WI 53719
Attention: Brian Burns, VP/COO

If to WMSN:
WMSN-TV
7847 Big Sky Drive
Madison, WI 53719
Attention: Kerry Johnson, 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 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 WMSN-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. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, in all respects, including matters of construction, validity and performance.

e. Assignment/Benefit. WISC shall not assign its rights or obligations hereunder without the prior written consent of WMSN. WMSN may assign this Agreement to a purchaser of all or substantially all of the assets or ownership interests of WMSN-TV. 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.

[SIGNATURES ON FOLLOWING PAGE]

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.

TELEVISION WISCONSIN, INC.

Date: 6/30/11

By: 

Name: David Sanks

Title: VP

SINCLAIR TELEVISION COMPANY, INC.

Date: _____

By: _____

Name:

Title:

Exhibit A



Exhibit B

