

AMENDMENT #2

This Amendment #2, dated December 18, 2019, is by and between Sinclair Communications, LLC d/b/a WMSN-TV ("WMSN") and Television Wisconsin, Inc. d/b/a WISC ("WISC") and is an amendment to the News Share Agreement between the Parties dated January 5, 2012, as amended on May 6, 2014 (the "Agreement"). Any capitalized term used herein and not defined shall have the meaning ascribed to it in the Agreement.

WHEREAS, it is the intent of the parties to amend the Agreement in accordance with the terms hereof.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the Parties agree as follows:

1. Section 1.d. Section 1.d of the Agreement is hereby deleted and replaced with the following:

"d. Personnel/Anchors. WISC shall employ the main anchor of the Newscast (the "Main Anchor") who will anchor the Newscast and provide other services to WISC. The Parties will mutually agree, in writing, on the individual to be the Main Anchor (and any replacement of said individual). In addition, WISC agrees to remove the Main Anchor from performing duties for the Newscast in the event WMSN requests same due to the Main Anchor's commission of any act, or his/her involvement in any situation or occurrence, which brings the Main Anchor into public disrepute, contempt, scandal, or ridicule, or which shocks, insults or offends the community, or which casts doubt upon the Main Anchor's journalistic fairness or credibility, or which reflects unfavorably upon the Main Anchor or WMSN, as reasonably determined by WMSN. WISC will provide WMSN with a copy of WISC payroll record(s) setting forth the amount of the Main Anchor's salary and medical benefits. WISC shall also furnish the services of its news reporters, meteorologists and sports reporters, on a consistent basis, for the Newscast. All 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. Duties of the Main Anchor will include the following: (i) producing one promotable news story each week (on average) in cooperation with WMSN's Creative Services/Promotions Director, (ii) uploading news stories to WMSN's website each day, (iii) making himself/herself available from time to time for news marketing and promotional purposes upon WMSN's request, and (iv) doing a minimum of two posts on WMSN's social media site(s) (as determined by WMSN) which are compatible with the Newscast content."

2. Section 2.a. Section 2.a of the Agreement is hereby deleted and replaced with the following:

"a. Term and Renewal. Subject to the other provisions contained herein, the term of this Agreement shall commence on January 1, 2020 and continue until

December 31, 2023 (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 one (1) year terms, unless at least six (6) months 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. The Initial Term (and any renewal term, if applicable) shall be considered the "Term."

3. **Section 2.c.** The following sentence is added at the end of Section 2.c:

"In addition, solely during the period beginning January 1, 2021 and ending March 31, 2021 and only in the event that WMSN has raised concerns about the Main Anchor's performance in at least two of the monthly meetings described in Section 10 below, WMSN will have a right to amend the Agreement, by giving written notice to WISC, to resume the portions of the Agreement pertaining to the Main Anchor that were in place prior to this Amendment #2 (i.e., that WMSN will employ and be responsible for the salary and benefits of a Main Anchor who will provide duties solely for WMSN)."

4. **Section 4.a.i.** Section 4.a.i of the Agreement is hereby deleted and replaced with the following:

"i. **Production Fee.** The Production Fee shall be [REDACTED] per month (prorated for any partial month), which monthly fee shall be increased by [REDACTED] on January 1st of each year, beginning January 1, 2021. The Production Fee shall be invoiced each calendar quarter and payment will be made on or before the 30th day following the end of each calendar quarter.

5. **Section 4.a.ii.** Section 4.a.ii of the Agreement is hereby deleted and replaced with the following:

ii. **Revenue Share.** WMSN and WISC will share in the Net Revenue from the Newscast as follows: [REDACTED] to WISC and [REDACTED] to WMSN (the "Revenue Share").

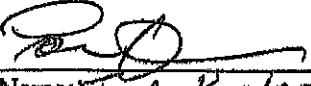
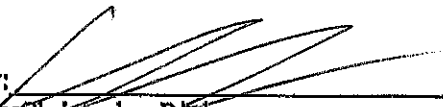
6. **Section 4.a.iv.** Section 4.a.iv is hereby added to the Agreement, as follows:

"iv. In addition to the Production Fee and the Revenue Share and subject to the following sentence, WMSN will reimburse WISC for [REDACTED] of the (A) Main Anchor's salary (including the annual increases described in Section 1.d) and medical benefits, and (B) WISC's FICA taxes associated with the Main Anchor, which WMSN will pay in quarterly installments at the same time it pays the Production Fee. In no event will the foregoing payment made by WMSN [REDACTED]

7. **Exhibit B.** Exhibit B of the Agreement is hereby revised to delete "*Main Anchor Expenses*" and the expenses listed under that heading (*i.e.*, through and including "*Training & Education, if applicable*")."
8. **Section 10.** The second sentence in Section 10 of the Agreement is hereby revised to delete the word "*quarterly*" and replace it with "*monthly*".

Except as expressly provided herein, the Agreement shall not be amended or modified by this Amendment and each of the terms thereof shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

<p>TELEVISION WISCONSIN, INC.</p> <p>By: </p> <p>Name: <u>Tom Keeler</u></p> <p>Title: <u>VP/GM</u></p>	<p>SINCLAIR COMMUNICATIONS, LLC</p> <p>By: </p> <p>Christopher Ripley Authorized Signatory</p>
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