

## LICENSE AGREEMENT

When signed where indicated below, this shall constitute the program license agreement ("Agreement") between Fox Television Stations, LLC, on behalf of its television station KTVU ("Licensor"), and KRXI, LLC, on behalf of its television station KRXI ("Licensee").

1. **LICENSED TERRITORY:** The Reno Designated Market Area, as such term is defined by Nielsen Media Research, Inc. ("Licensed Territory")
2. **PROGRAMMING:** The following news program produced and broadcast by Licensor's television station KTVU: *KTVU 10 O'clock News* (regularly scheduled 10:00-11:00 p.m., Monday-Sunday) (the "Programming").
3. **LICENSE TERM AND TERMINATION:** The term shall commence on May 1, 2019, and shall continue for 1 year, through April 30, 2020 (the "Initial Term"). After expiration of the Initial Term, the Agreement shall renew automatically for 1-year periods (each a "Renewal Term") unless terminated by either party [REDACTED] prior to the end of the Initial Term or any Renewal Term, as applicable. The Initial Term and any Renewal Terms are collectively referred to as the "Term." Notwithstanding the foregoing, Licensor may terminate this Agreement immediately upon written notice in the event any action by Licensee or any circumstances in connection with this Agreement would place Licensor in violation of any regulations of the Federal Communications Commission or other applicable laws, rules, or regulations. Licensee may terminate this Agreement on written notice to Licensor in the event Licensor amends the third parties listed in paragraph 7(b) below such that there is a material increase in the amount of third party fees owed by Licensee hereunder. Either party may terminate this Agreement on written notice if the other party is in breach of its obligations under this Agreement, provided that, for a breach that is curable, the non-breaching party gives [REDACTED] written notice prior to terminating, during which time the breaching party may cure said breach.
4. **BROADCAST RIGHTS AND OBLIGATIONS:**
  - (a) Licensor grants Licensee a limited, non-exclusive license to Licensee to broadcast the Programming live, and simultaneously with Licensor's broadcast of the Programming, through the over-the-air broadcasting facilities of television station KRXI, only in the Licensed Territory, during the Term, and on the terms and conditions described herein (the "Simulcast"). Licensee shall simulcast the Programming in its entirety, except as provided in paragraph 4(c) below.
  - (b) Licensee shall have no rights whatsoever to exploit, exhibit, record, copy, duplicate, retransmit, distribute, or otherwise use the Programming, other than as expressly set forth in this Agreement, without the prior written consent of Licensor. Licensee shall not sublicense, or authorize the transmission or retransmission of, the Programming, or any part thereof. Licensee shall not do or intentionally permit anything that may impair Licensor's copyright in the Programming. The rights granted to Licensee pursuant to this Agreement are limited to the rights expressly described in this Agreement. All rights, title and interest in and to the Programming, including, without limitation, the content, title, names, reports, incidents, formulas, format, and other literary, musical, artistic, and creative material included therein, and all rights not



specifically granted hereunder, shall, as between Licensor and Licensee, remain vested in Licensor and may be exploited by Licensor without any restrictions, limitations, or conditions.

(c) Licensee shall not broadcast Licensor's (i) third party advertisements ("Commercials") or (ii) advertisements promoting Licensor's programming or station ("Promos") contained in the Programming. Licensor shall identify the broadcast time periods for the Commercials and Promos in the format for the Programming. Licensor shall endeavor to provide Licensee with an updated format reasonably in advance of the broadcast of the Programming. Licensee shall use best efforts to cover Licensor's Commercials and Promos with advertising messages created or sold by Licensee. Licensee shall receive all revenue, if any, derived from Licensee's broadcast of any Licensee-provided advertising, including Licensee's Commercials, during the Programming, except as set forth in paragraph 7 below. Notwithstanding any of the foregoing, if Licensor elects not to broadcast Licensor's Commercials or Promos during the Programming, and Licensor instead broadcasts additional news coverage, including, without limitation, breaking news or severe weather coverage, Licensee shall have no right to cover such additional news coverage and shall be required to broadcast all of Licensor's news coverage within the one-hour Programming window. If Licensor extends the broadcast of the Programming beyond the regularly scheduled broadcast window, Licensee may elect, in its sole discretion, to continue the Simulcast until the broadcast of the Programming concludes. Notwithstanding anything to the contrary herein, Licensee shall not be entitled to any revenues from Licensor's Commercials whether or not covered as replaced by Licensee in the Simulcast.

(d) Licensor expressly reserves the right to license or otherwise distribute or provide the Programming to any other person or entity in Licensor's sole discretion, except that Licensor will not license the Programming to any other broadcast station in the Licensed Territory.

5. NUMBER AND TIME OF BROADCASTS: One over-the-air Simulcast of the Programming, and no other broadcast or exhibition whatsoever.

6. LOGO AND TRADEMARK USE: During the Term, Licensor grants Licensee a non-exclusive, limited, right to use the KTVU call signs, slogans, principal mark and logos, as necessary to provide attribution to Licensor in connection with Licensee's Simulcast or promotional campaign in connection with the Programming. Such usage, in each such instance, shall be subject to Licensor's prior written consent, which may be granted or withheld in Licensor's sole discretion.

7. CONSIDERATION:

(a) For the license and other rights granted hereunder, Licensee shall pay Licensor





(c) Subject to paragraph 6, Logo and Trademark Use, above, Licensee shall launch and maintain throughout the Term hereof a marketing campaign in the Licensed Territory promoting the Programming, the content and reach of which will be mutually agreed by the parties on a quarterly basis. Every time Licensee refers to the Programming, Licensee shall refer to the Programming only by the titles provided by Licensor. Licensor shall provide Licensee with color artwork of Licensor's logo for Licensee's marketing campaign promoting the Programming. Licensee shall not create or alter any representation of Licensor's logo and shall only use the color artwork provided by Licensor.

8. DELIVERY: Licensee, at its sole cost and expense, shall provide, install, operate, and maintain all equipment necessary, if any, to receive and transmit the Simulcast of the Programming.

9. INSURANCE: Licensee shall, at its own cost and expense and at all times during the Term hereof, maintain in effect an errors and omissions liability / media-broadcasters liability insurance policy applicable to each and every Simulcast of the Programming, in a form acceptable to Licensor, with coverage limits of [REDACTED]. Licensee shall name Licensor as an additional insured on such policy. Prior to the commencement of this Agreement, Licensee shall cause the insurance company issuing said policy to provide Licensor a certificate of insurance together with a binder of coverage or endorsement which names Fox Television Stations, LLC, and its parent, subsidiary and affiliated entities as additional insured. Such policy shall be deemed primary and not contributory to any other insurance that Licensor may have, and shall include a waiver of the right of subrogation. Before any cancellation, modification or reduction in coverage of said policy, Licensee shall require the insurance company to give Licensor [REDACTED] prior written notice of such proposed cancellation, modification or reduction, except for [REDACTED] notice for non-payment of premiums. Notwithstanding any insurance obtained by Licensee, Licensee shall be solely liable for any claims covered by its indemnity obligations set forth herein, including but not limited to amounts not covered by insurance and/or deductible amounts.

10. INDEMNIFICATION: Licensee shall indemnify, defend and hold harmless Licensor, its parent, subsidiary and affiliated entities, and each of their divisions, officers, directors and employees, licensees, successors and assignees, and all sponsors and advertising agencies connected with the broadcasts of the Programming, from and against any and all claims, actions, damages, losses, liabilities and expenses (including, but not limited to, expenses for reasonable attorneys' fees), caused by, arising out of, or as a result of Licensee's Simulcast or other broadcast or exhibition of the Programming or any portion of the Programming not in accordance with the terms of this agreement, any edits or changes made by Licensee to any of the Programming, any commercial or other announcements or materials provided by Licensee, or the breach or alleged breach by Licensee of any of provisions contained in this Agreement. Except as covered by Licensee's indemnity, Licensor shall indemnify and hold harmless Licensee, its parent, subsidiary and affiliated entities, and each of their divisions, officers, directors and employees, licensees, successors and assignees, and all sponsors and advertising agencies connected with the broadcasts of the Programming, from and against any and all claims, actions, damages, losses, liabilities and expenses (including, but not limited to, expenses for reasonable attorneys' fees), caused by, arising out of, or as a result of the Programming. Notwithstanding any other provision in this Agreement to the contrary, neither party shall be liable to the other party for incidental, consequential or special damages (including, but not limited to loss of profits or revenues, or damages to or loss of personal property) in any cause of action arising out of, related to or in connection with a breach of this Agreement.



11. FORCE MAJEURE: If Licensor shall fail to provide the Programming due to reasons of Force Majeure (including, but not limited to, acts of God, technical failures, equipment damage, fire or labor disputes), such failure or delay shall not be deemed to be a breach of this Agreement.

12. COMPLIANCE WITH LAWS AND REGULATIONS: Licensee shall comply with all federal, state and local laws, rules and regulations as well as all rules of the Federal Communications Commission ("FCC") applicable to the transmission and broadcast of the television broadcasts provided for by this Agreement. Licensor shall comply with all material federal, state and local laws, rules and regulations as well as all rules of the FCC applicable to the transmission and broadcast of the television broadcasts provided for by this Agreement. If Licensor determines in its sole discretion that any Commercial inserted by Licensee does not conform to Licensor's then-current standards and practices, then, without waiving any of Licensor's other rights under this Agreement or otherwise, Licensor will notify Licensee in writing and Licensee shall remove said Commercial from airing in the Programming. In the event Licensor requests that Licensee remove Commercials on more than three [REDACTED] Licensor shall have the right to terminate this Agreement by providing written notice to Licensee within [REDACTED] of Licensor's last removal request. If Licensee determines in its sole discretion that the Programming or any portion thereof does not conform to Licensee's then-current standards and practices, then, without waiving any of Licensee's other rights under this Agreement or otherwise, Licensee will notify Licensor, and Licensee shall have the right not to broadcast the Programming at issue. In such instance, however, no adjustment will be made to the Licensee Fee owed by Licensee.

13. REPRESENTATIONS AND WARRANTIES: The parties represent and warrant that each (i) is a corporation or other legal entity duly organized and validly existing under the laws of the state of organization; (ii) has the power and authority to enter into this Agreement and to perform its obligations hereunder; (iii) is under no contractual or other legal obligation which may in any way interfere with its full, prompt and complete performance hereunder; and (iv) is in full compliance with the obligations imposed upon it by the FCC and all other regulatory agencies having jurisdiction over the transmission facilities of the stations and that each has or will have, upon the commencement of this Agreement, valid FCC licenses for the operation of each station and the facilities to relay the Programming, if necessary.

14. ATTORNEYS' FEES: In the event any legal action or other proceeding is brought for the enforcement of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorneys' fees, expenses and other costs incurred in such action or proceeding, in addition to any relief to which such party may be entitled.

15. NOTICES: All notices and other communications relating to this Agreement shall be in writing and shall be deemed to have been duly given if mailed by certified or registered mail, postage prepaid, or if delivered by overnight delivery service, with proof of delivery from delivery service and delivery fees prepaid. The date of delivery shall be the date of service. Notices to Licensor shall be delivered to Fox Television Stations, LLC, 2 Jack London Square, Oakland, CA 94607, Attn: VP and General Manager, with a copy to Fox Television Stations, LLC, 1999 South Bundy Drive, Los Angeles, CA 90025, Attn: Legal Dept; and to Licensee at KRXI-TV, 1790 Vassar St., Reno, NV 89502, Attn: General Manager, with a copy to KRXI, LLC c/o Sinclair Broadcast Group, Inc., 10706 Beaver Dam Road, Hunt Valley, MD 21030, Attn: General Counsel.



16. ASSIGNMENT: Neither this Agreement, nor the rights or obligations of any party hereunder, may be assigned without the prior written consent of the other party, except that either party may freely assign this Agreement to any entity that acquires the FCC license to operate its station.

17. GOVERNING LAW: This Agreement shall be construed in accordance with the laws of the State of California without regard to its conflict of law provisions.

18. MISCELLANEOUS PROVISIONS:

(a) The titles of the paragraphs of this Agreement are for convenience only and shall not in any way affect the construction or operation of this Agreement or the license.

(b) A waiver by either party of any of the terms or conditions of the license in any instance shall not be deemed or construed to be a waiver of such term or condition for future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations and agreements contained in this Agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking obligation or agreement of either party.

(c) The arrangements described in this Agreement shall not constitute and are not intended to constitute a joint venture, principal-agent, or partnership relationship between the parties.

(d) If any provision of this Agreement, as applied to either party or to any circumstance, shall be adjudged by a court to be void or unenforceable, then the same shall in no way affect any other provision of this Agreement or the validity or enforceability of this Agreement.

(e) Neither party shall be liable to the other party for any federal, state or local taxes, including use, income, excise, franchise or corporate tax payable as a result of this Agreement.

19. ENTIRE AGREEMENT: This Agreement cannot be modified, changed or terminated orally, and any modification, change or termination of this Agreement must be in writing and signed and accepted by Licensor and Licensee. This Agreement constitutes the entire understanding between the parties and supersedes any and all prior and contemporaneous agreements, arrangements and understandings relating to the subject matter hereof.

ACCEPTED AND AGREED TO:

FOX TELEVISION STATIONS, LLC

KRXI, LLC

By: 

By: 

Print name: Lisa R. Rafferty

Print name: David R. Bochenek

Title: VP, Legal Affairs

Title: Authorized Signatory

Date: 7/11/19

Date: July 11, 2019