

AMENDMENT
to
NEWS SHARE AGREEMENT

THIS AMENDMENT (the "Amendment") is made and entered into this 9th day of February, 2022, by and between Sinclair Communications, LLC (successor by merger of Sinclair Media I, Inc.) d/b/a WPGH-TV ("WPGH") and WPXI, LLC d/b/a WPXI-TV ("WPXI"), and amends that certain News Share Agreement between WPGH and WPXI dated January 11, 2006 (the "Agreement"). Any capitalized term used herein and not defined shall have the meaning given to it in the Agreement.

WITNESSETH:

WHEREAS, WPGH wishes to procure an additional newscast from WPXI to air Mondays through Fridays from 6:30pm to 7:00pm, on the terms and conditions set forth herein;

WHEREAS, WPXI wishes to produce such additional newscast on the terms and conditions set forth herein;

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

1. The Early-Evening Newscast.

- a. Beginning March 15, 2022 (the "Start Date"), WPXI will produce and provide to WPGH a live newscast to air on WPGH from 6:30pm to 7:00pm, Monday through Friday, with closed captioning (the "Early-Evening Newscast"). The title of the Early-Evening Newscast will be "Channel 11 News on Fox 53 at 6:30". In the event that Fox Network programming would preempt the broadcast of the Early-Evening Newscast, WPGH may air the Early-Evening Newscast on its sister station, WPNT-TV. The Early-Evening Newscast shall be considered a "Newscast" as that term is defined in Section 1(a) of the Agreement and as used throughout the Agreement.
- b. The Early-Evening Newscast will be formatted for thirteen (13) thirty second (:30) spots, twelve (12) of which will be available for sale by WPGH, and the remaining time will be used for self-promotion of the Parties (:15 spot for WPGH and :15 spot for WPXI). WPGH will also have the right to sell sponsorships of the news ticker and any revenue from same will be included in the profit share calculation.

2. Fee and Profit Share. Beginning on the Start Date, WPGH will pay WPXI a fee of [REDACTED] per month for producing the Early-Evening Newscast, which will be prorated for any partial month. Said fee will be an expense of WPGH and added to Exhibit B of the Agreement; WPGH will pay no Expenses or other costs to WPXI with regard to the Early-Evening Newscast. Subject to the foregoing, the Parties will share in the Monthly Revenue of the Early-Evening Newscast as delineated in Section 4.b of the Agreement. For the avoidance of doubt, the profit share calculation will be done separately for the 10:00pm newscast and the Early-Evening Newscast.

3. Talent. WPXI will provide two (2) main anchors for the Early-Evening Newscast who will be subject to the reasonable approval of WPGH.
4. Termination Right for the Early-Evening Newscast. Notwithstanding the term of the Agreement, either party may cancel the Early-Evening Newscast by providing at least six (6) months' prior written notice to the other Party, which will result in a termination of this Amendment but the Agreement will continue unaffected in accordance with its terms.
5. Section 3(c). Section 3(c) of the Agreement is amended by replacing "WCWB-TV" in each instance of use with "WPNT-TV".
6. Section 13(a). Section 13(a) of the Agreement is hereby amended by deleting all of the contact information for WPXI and its counsel and replacing it with the following:

"If to WPXI:

WPXI-TV
11 Television Hill
Pittsburgh, PA 15214
Attn: General Manager

With a copy to:
Cox Media Group
Legal Department
1601 W. Peachtree St.
Atlanta, GA 30309
Attn: General Counsel"

7. Entire Agreement. The Agreement, as amended by this Amendment, constitutes the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof and supersedes all prior or contemporaneous, express or implied, written or oral, agreements, representations or conditions between the Parties with respect thereto. Except as specifically provided above, all terms and provisions of the Agreement, as amended, shall remain unmodified and in full force and effect. It shall not be necessary to refer to this Amendment in any reference to the Agreement. Any reference to the Agreement shall be deemed to be a reference to the Agreement as amended by this Amendment. Capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement. In the event of any inconsistency between the terms and provisions of the Agreement and those of this Amendment, the terms and provisions of this Amendment shall govern.
8. Counterparts. This Amendment may be executed in several counterparts, each of which shall be deemed an original and all such counterparts together shall constitute but one and the same instrument. The Parties also agree that this Amendment shall be binding upon each Party's receipt of a faxed or emailed signature page that has been executed by the other Party.

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

WPXI, LLC	Sinclair Communications, LLC
By: <u>[Signature]</u>	By: <u>[Signature]</u>
Name/Title: <u>KEVIN HAYES / VP. GM</u>	Name/Title: <u>DAVID R. BOCHENEK</u>

DocuSigned by:

Authorized Signatory