

## NEWS SHARE AGREEMENT

THIS NEWS SHARE AGREEMENT (the "Agreement") is made and entered into this 11<sup>th</sup> day of January, 2006, by and between Sinclair Media I, Inc. d/b/a WPGH-TV ("WPGH") and WPXI, Inc. d/b/a WPXI-TV ("WPXI"). WPGH and WPXI shall be individually referred to as a "Party" and collectively as the "Parties".

### WITNESSETH:

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

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. WPXI shall produce a live newscast for broadcast on WPGH-TV from 10:00 p.m. to 11:00 p.m. Sundays through Fridays, and from 10:00 p.m. to 10:30 p.m. on Saturdays, throughout the term of this Agreement (the "Newscast"), to be fed live via technology as mutually determined by the Parties.

b. Title/Format/Content. The title of the Newscast shall be "Channel 11 News on Fox 53". The quality of the Newscast shall be substantially consistent with WPXI's present news production quality. The format of the Newscast shall be [REDACTED] minutes of news and weather followed by [REDACTED] minutes of expanded sports (and the Saturday Newscast shall include news, weather and sports, but not the expanded sports segment). The commercial announcements and break structure of the Newscast will be determined by WPGH, in its sole and absolute discretion. WPXI 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 WPXI's programming during the Newscast except that it may mention (i) WPXI's newscast, provided that WPXI reciprocate and mention the Newscast during WPXI's newscast, and (ii) Pittsburgh Steelers games. WPXI shall give reasonable consideration to requests for specific feature stories to air in the Newscast from time to time. WPGH may air editorials following the completion of the Newscast, provided the editorial and the Newscast are separated by a Fox 53 station identification (both visual and aural) of approximately three to four seconds in length in a form approved by WPGH and WPXI.

c. Commercial Time. The total amount of commercial time in the Sunday-Friday Newscast shall equal [REDACTED] second ([REDACTED] spots, and shall equal [REDACTED] second ([REDACTED] spots in the Saturday Newscast. The General Managers of the Parties shall meet on a quarterly basis and determine by mutual agreement whether

the commercial time should increase (with a maximum of [REDACTED] second ([REDACTED] spots in the Sunday-Friday Newscast). WPGH shall retain the exclusive right to sell all commercial time (including sponsored news crawls that WPGH determines to include in the Newscast) during the Newscast, with the following exceptions:

(i) WPGH may utilize [REDACTED] second ([REDACTED] spot in the Newscast to promote any programming on WPGH, and up to sixty seconds (:60) for “no charge” spots (provided, however, the Parties shall negotiate in good faith regarding whether or not to allow additional “no charge” spots if necessary due to shortages on advertiser guarantees; provided further, however, that notwithstanding the foregoing, WPGH shall have the right to insert as many “no charge” spots as it reasonably determines (after consultation with WPXI from time to time) are necessary to satisfy advertiser guarantees solely related to advertising in the Newscast);

(ii) WPXI may utilize [REDACTED] spot in the Newscast solely for the promotion of WPXI’s newscasts, the timing of which shall be in the sole and absolute discretion of WPGH; provided, however the placement of such promotional announcement shall in the aggregate be at least as advantageous as the placement of the promotional announcements for WPGH in the aggregate; and

(iii) WPGH agrees that it will not accept commercial spots on the following topics in the Newscast: [REDACTED]

[REDACTED] The parties agree to negotiate in good faith regarding any additional category which either party desires to add to the list of categories which will not be advertised in the Newscast.

d. Personnel/Anchors. WPXI personnel shall be responsible for all news gathering, news staffing and production of the Newscast. WPXI shall use WPXI’s team of news anchors (currently [REDACTED]) or their successors Monday through Friday. On weekends, WPXI shall use WPXI’s weekend anchors (currently [REDACTED]) or their successors. The anchors, reporters and other personnel shall be employees of WPXI, and shall at all times be subject to WPXI’s work practices, benefit programs and standards. No anchor, reporter or other individual who appears on-air shall promote or endorse any business, service, political candidate, or political cause during the Newscast or promote or mention WPXI programming, except that an individual may mention WPXI’s newscast as set forth in Section 1(b) above. The news anchors shall make themselves available from time to time for news marketing and promotional purposes upon WPGH’s reasonable request and with the consent of WPXI, not to be unreasonably withheld.

e. Graphics/Set Design. All production values, graphics, and set design shall be determined by WPXI with WPGH’s input and reasonable consent.

f. Editorial review. WPXI 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 WPXI personnel.

g. Other Content. In addition to the Newscast, WPXI will furnish a minimum of [REDACTED] topicals/teasers on the Newscast to WPGH prior to 5 p.m. each day.

## 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 WPGH, which shall be January 30, 2006, and shall continue until January 29, 2008 (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] terms, unless at least [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. This Agreement may be terminated by WPGH or WPXI, by written notice to the other, 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 deem 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 [REDACTED] after receiving written notice of breach from the terminating party; or

(iv) if WPXI materially breaches its obligations hereunder and such breach would have an adverse effect on the WPGH's FCC license.

## 3. PROGRAMMING.

a. Control. WPXI agrees that the Newscast will comply with all applicable federal, state and local regulations and policies, including FCC requirements regarding closed captioning. WPGH 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, WPGH may reject any Newscast, or any 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.

b. Limitations on Use of Newscast. Neither Party will have the right to rebroadcast the Newscast, except that each Party may rebroadcast stories/portions of the Newscast in the form of (i) news content on the Party's website or digital channel, (ii) a webcast to the Internet on a live or delayed basis, (iii) other media as may be necessary for suitable promotion and marketing; provided with regard to all of the foregoing that any necessary licenses are obtained and paid for by WPGH, and/or (iv) news content on WPXI's other newscasts; provided, that WPGH's right to include content from the Newscast on its website and/or its digital channel shall (i) require the payment by WPGH of any incremental licensing fees due to unrelated third parties solely as a result of such inclusion on WPGH's website and/or its digital channel and (ii) apply only (A) with respect to [REDACTED] news stories (as selected by WPGH) per day and sports information and (B) during the period ending January 31, 2007; provided, that prior to January 31, 2007, the parties agree to negotiate in good faith and share information with respect to the possible continued use of the Newscast by WPGH on its website and/or its digital channel, including whether or not any compensation should be paid to WPXI in exchange for such use.

c. Broadcast on WCWB-TV. In the event that WPGH has a non-recurring obligation to the Fox Network to provide other special programming or is carrying a sporting event or other special broadcast which carries over past 10:00 p.m., the Newscast will air at 10:00 p.m. on WPGH's sister station, WCWB-TV.

d. Ownership. WPXI shall retain all ownership rights in all the Newscasts and promotional material created by it, including the content contained therein (except for content, if any, provided by WPGH or an affiliate thereof) and all copyrights, trademarks, service marks, logos, trade names and any other intellectual property associated with WPXI. WPGH shall have the right to use the name "Channel 11 News on Fox 53" (or any other title as may be mutually agreed upon by the parties) on materials promoting the newscasts or on WPGH. WPGH grants WPXI a limited, non-exclusive license to use the name and call sign WPGH and its associated logos, trademarks, service marks and copyrights that WPGH owns or has authority to use solely to the extent necessary for WPXI's use in the performance of its obligations under this Agreement.

#### 4. EXPENSES AND PROFIT SHARE.

a. Expenses. Each Party will be responsible for all its expenses associated with either production in the case of WPXI, or sales and promotions in the case of WPGH. WPXI's expenses will principally include staffing, vendor fees, closed captioning, news gathering equipment and supplies, transmission and delivery of the Newscast from WPXI to WPGH; said expenses are set forth on the attached and incorporated Exhibit A. WPGH's sales and accounting expenses will include sales commissions paid to agencies and account executives, other sales expenses, traffic and

accounting expenses specifically relating to the Newscast, and any unreimbursed (due to syndicated co-op or otherwise) promotional expenditures with third parties (which shall be pro rata if a promotion is only partially for the Newscast) and certain current news expenses, as set forth on the attached and incorporated Exhibit B. The Parties will mutually agree to amend the Exhibits as necessary to include additional expenses if they are bona fide incremental news expenses that were not included as the result of an oversight or unexpected change in circumstances.

b. Profit Share Calculation. With respect to any month, WPGH will pay to WPXI the sum of [REDACTED]

[REDACTED]

5. STAFFING. [REDACTED]

[REDACTED]

6. BRANDING AND MARKETING. The Newscast shall be branded as "Channel 11 News on Fox 53" or something similar thereto. The Parties shall agree on a marketing promotion plan prior to the first Newscast and shall periodically modify it to meet changing conditions in the DMA. Such a marketing plan shall include promotion of the Newscast on WPXI and the Pittsburgh Cable News Channel, WPXI's digital weather channel and the websites of both stations. Promos during sweeps periods shall be produced by WPXI as would image spots and daily topicals for airing on WPGH. Marketing and promotion efforts of WPGH shall include radio buys consistent with WPGH's past practices, at a cost not in excess of the budget amount set forth on Exhibit B. WPGH shall promote the Newscast in inventory provided by the Fox Network for the purpose in a manner consistent with WPGH's past practices.

7. 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 a certified copy of such policy or, if the other Party is agreeable, a certificate of insurance indicating: (a) comprehensive general liability insurance in the amount of at least [REDACTED] (b) insurance which protects it from claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts; and (c) libel/defamation/First Amendment liability insurance, with a deductible of no more than [REDACTED] per claim, as to which coverage WPXI shall name WPGH as an additional named insured on its policy and any renewal/replacement thereof. Each Party shall notify, as provided in Section 13 hereof, the other Party in the event of termination of any of the foregoing coverages within [REDACTED] 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.

8. FORCE MAJEURE. If WPXI is prevented from making timely delivery of the Newscast, as herein provided, or if WPGH 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 Federal Communication Commission ("FCC"), or any other cause or reason beyond the control of WPXI or WPGH, as the case may be, such failure shall not be a breach of this Agreement and, condition shall be a valid excuse for delay in performance or non-performance of such obligations.

9. INDEMNIFICATION.

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

b. WPGH or WPXI, 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 9 ("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 9 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 judgement 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 judgement 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.

10. PCNC Newscast. WPXI agrees that the newscast currently airing on the Pittsburgh Cable News Channel ("PCNC") at 10:00 p.m. (a) will be moved to 7:00 p.m.

on or before January 30, 2006 and (b) will not be broadcast between 10:00 p.m. and 11:00 p.m. at any time during the term hereof.

11. EXCLUSIVITY. During the term of this Agreement, WPXI shall not agree to produce television newscasts during the periods 7:00 a.m. through noon or 3:00 p.m. through 5:00 p.m. with, or for, any broadcast television station serving the Pittsburgh Pennsylvania designated market area, other than (a) WPGH or (b) any station controlling, controlled by, or under common control with, WPXI, unless prior to entering into any such agreement WPXI has first offered to engage in good faith negotiations with WPGH during a twenty business day period regarding the production on reasonable terms of such a newscast for broadcast on WPGH.

12. RIGHT OF FIRST REFUSAL. If WPGH gives notice to WPXI to terminate the Agreement in accordance with Section 2.a above, and WPGH desires to enter into an agreement with a third party for the production of a news program on WPGH upon such termination, then, for the six (6) month period after WPGH provides notice of termination to WPXI, WPGH shall be obligated to give written notice to WPXI of any such proposed agreement and as part of such notice WPGH shall deliver a copy of the proposed agreement or term sheet with all material terms set forth. WPXI shall have the right to match the terms of such proposed agreement within ten business days after receipt of said notice.

13. MISCELLANEOUS.

a. Notices. The delivery of any statement or the giving of any notice provided for herein or required herein may be effective upon receipt by (i) delivery by hand and the execution by the recipient of a written receipt, 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 WPXI:  
WPXI-TV  
11 Television Hill  
Pittsburgh, PA 15214  
Attn: General Manager

with a copy to:  
Kevin Reed, Esquire  
Dow, Lohnes & Albertson, PLLC  
1200 New Hampshire Ave., NW  
Washington, DC 20036-6802

If to WPGH:  
WPGH-TV



750 Ivory Avenue  
Pittsburgh, PA 15214  
Attention: 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 WPGH-TV provided by WPXI.

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 New York, in all respects, including matters of construction, validity and performance.

e. Assignment/Benefit. No Party hereto shall assign its rights or obligations hereunder without the prior written consent of the other Party hereto. 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. Authorization. WPXI and WPGH each represents and warrants to the other party that: (i) it is the owner (directly or indirectly) of all or substantially all of the assets used in the operation of its television station; (ii) it has the power and authority to enter into this Agreement and be bound by its terms; (iii) its execution of this Agreement is duly authorized by all necessary corporate action; and (iv) its performance of its obligations hereunder shall not violate any obligations, commitments or undertakings previously entered into by such party in any contract, agreement or instrument.

h. 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.

i. Counterparts. This Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument.

j. 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.

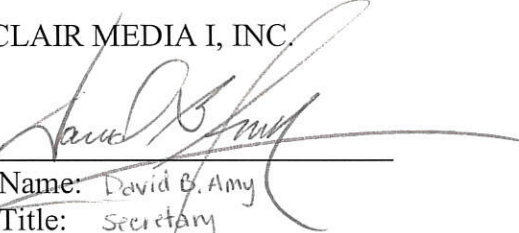
[SIGNATURES ON FOLLOWING PAGE]

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.

WPXI, INC.

By:   
Name: Raymond B. Carter  
Title: VP / GM

SINCLAIR MEDIA I, INC.

By:   
Name: David B. Amy  
Title: Secretary