

NEWS SHARE AGREEMENT

THIS NEWS SHARE AGREEMENT (this "*Agreement*") is made as of November __, 2016 by and between Deerfield Media (Cincinnati) Inc., a Delaware corporation ("*Deerfield*"), Deerfield Media (Cincinnati) Licensee, LLC, A Delaware limited liability company ("*Deerfield Cincinnati*", and together with Deerfield, "*Station Licensee*"), Sinclair Media III, Inc., a Maryland corporation ("*Sales Agent*").

WITNESSETH:

WHEREAS, Sales Agent is the licensee of and operates television broadcast station WKRC-TV, FCC Facility ID No. 11289, Cincinnati, Ohio (the "*Service Station*");

WHEREAS, Station Licensee is the licensee of and operates television broadcast stationWSTR-TV, FCC Facility ID No. 11204, Cincinnati, Ohio (the "*Station*");

WHEREAS, Station Licensee and Sales Agent are parties to that certain Joint Sales Agreement (the "*JSA*") dated as of November 26, 2012;

WHEREAS, capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the JSA; and

WHEREAS, the parties previously agreed orally that Sales Agent shall provide certain programming to Station Licensee, and the parties now desire to confirm their oral agreement in writing.

NOW, THEREFORE, in consideration of the above recitals and of the mutual agreements and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be bound legally, agree as follows:

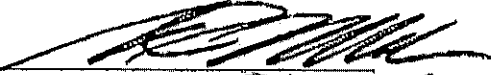
1. **Delivered Programming.** Commencing on the Commencement Date, Sales Agent shall provide to the Station Licensee for broadcast, simulcast or rebroadcast on the Station local news and other programming as described more particularly in this Section 1 hereof (the "*Delivered Programming*"), which Delivered Programming shall be less than twenty-five (25) hours per week and less than fifteen percent (15%) of the Station's broadcast hours for any week. Sales Agent shall be responsible for obtaining the rights to broadcast the Delivered Programming on the Station and for paying all costs incurred in obtaining such rights. To the extent permission is required to rebroadcast any Delivered Programming under Section 325 of the Communications Act, Sales Agent hereby grants Station Licensee such permission. The Delivered Programming shall be subject to Sales Agent's editorial judgement and the requirements of Section 4.2 of the JSA, including but not limited to the right of rejection or preemption of Station Licensee. All Delivered Programming shall be in conformity in all material respect with standards established by Station Licensee and consistent with similar programming broadcast on Sales Agent's own television broadcast stations and shall otherwise conform to all Applicable Law, including the Communications Act, the FCC Rules and intellectual property rights of third parties.
2. **Confirmation of Past Practices.** The parties agree that, at all times since the Commencement Date, Sales Agent has been providing the Delivered Programming in accordance with Section 1 hereof.
3. **Conflicts.** To the extent there are any conflicts between this Agreement and the JSA, this Agreement shall prevail.

(Signatures on the following page)

IN WITNESS WHEREOF, this News Share Agreement has been executed by the parties hereto effective as of the date first written above.

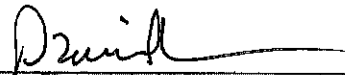
STATION LICENSEE:

Deerfield Media (Cincinnati) Licensee, LLC
By: Deerfield Media (Cincinnati) Inc.

By: 
Name: STEPHEN P. MUMBLOW
Title: PRESIDENT

SALES AGENT:

Sinclair Media III, Inc.

By: 
Name: David R. Bochenek
Title: Authorized Signatory