

## PROXY AND AGENCY AGREEMENT

**THIS PROXY AND AGENCY AGREEMENT** (this “Agreement”) is made as of September 5, 2017 (the “Effective Date”), by and between Nashville License Holdings, L.L.C. and Nashville Broadcasting Limited Partnership (collectively, “Licensee”) and Sinclair Television Group, Inc. (“Sinclair”). The Licensee and Sinclair are sometimes referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

### RECITALS

**WHEREAS**, Licensee owns and operates the television broadcast station set forth on *Exhibit A* (the “Licensee Station”);

**WHEREAS**, Sinclair, via an affiliated entity, provides certain programming and other services for the Licensee Station pursuant to that certain Servicing Agreement by and between Licensee and Sinclair Television of Nashville, Inc., dated as of May 1, 2002, as amended (the “Provided Services”); and

**WHEREAS**, Licensee desires to appoint Sinclair, and Sinclair desires to serve, as Licensee’s agent and to grant Sinclair its proxy for Licensee Station with respect to the negotiation and administration of, and entrance into, all agreements (the “OTT Agreements”) relating to “over-the-top” distribution (distribution that is not defined as being distributed by a multichannel video programming distributor as defined by the rules and regulations of the FCC) (the “OTT Distribution”), via online distributors (e.g., Netflix, Hulu, Sling TV, Apple TV) (each of whom is referred to herein individually as an “OTT Distributor” and collectively as the “OTT Distributors”), including agreements with the television broadcast networks (e.g., FOX, CBS, ABC, NBC, CW, My Network) (the “Networks”) solely to the extent related to the OTT Distribution of the programming from such Networks;

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and conditions herein contained, and for good and other valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Proxy.** Licensee hereby appoints Sinclair to be its agent and grants to Sinclair its proxy to negotiate, accept and enter into agreements on behalf of all or a portion of the Licensee Station between and among OTT Distributors, Licensee Station, and/or Networks, solely for the distribution of Licensee Station via OTT Distribution. For the avoidance of doubt, Sinclair shall serve as Licensee’s agent and has its proxy with respect to Licensee Station for all channels of the Licensee Station (i.e., the Licensee Station’s primary channel and all multicast channels) and with respect to any Network with which the Licensee Station is currently, or may hereafter become, affiliated solely to the extent related to the OTT Distribution of all or a portion of the Licensee Station via OTT Distribution. For the avoidance of doubt, this appointment and proxy does not extend to negotiation of, acceptance of, or entry into any agreement for distribution of signals of the Licensee Station by multichannel video programming distributors that Sinclair and Licensee are prohibited from negotiating on a joint basis or coordinating with respect to under § 47 CFR 76.65 or any other law or regulation. To the extent this Agreement, or any action by Sinclair related hereto, is alleged or determined to violate any law or regulation, Sinclair shall defend such claim or claims at its sole expense and fully indemnify Licensee for any and all liability or costs attributable to Licensee.

2. **Term.** This Agreement shall continue for five (5) years from the Effective Date (the “Initial Term”) and, thereafter, shall be automatically renewed for additional one (1) year terms (each an “Additional Term” and collectively with the Initial Term, the “Term”), unless terminated in writing by either party in such party’s sole and absolute discretion ninety (90) days prior to the expiration of the then existing Term; provided however, that this Agreement shall terminate upon the termination of the Servicing Agreement by and between Licensee and Sinclair Television of Nashville, Inc., dated as of May 1, 2002, as such agreement may be amended or extended from time to time; and, provided further, that any OTT Agreement entered into on behalf of Licensee during the Term shall continue for the term of such OTT Agreement even if this Agreement is earlier terminated, in which event any remaining rights obligations of Licensee under any such OTT Agreement shall be assigned to and assumed by Sinclair concurrent with any assignment of the FCC licenses for the Licensee Station to Sinclair Television of Nashville, Inc. or any affiliate of Sinclair.

3. **Representations and Warranties.** Each party represents, warrants, and covenants to the other party that it has the power and authority to enter into this Agreement and to fully perform its obligations under this Agreement.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee (regardless of the laws that might be applicable under principles of conflict of laws) as to all matters related to this Agreement.

5. Counterparts. This Agreement may be executed in counterparts, each of which when signed shall constitute an original, and all such counterparts shall constitute one and the same instrument. Signatures to this Agreement may be delivered by facsimile or by other means of electronic transmission and will be binding upon the parties.

6. No Joint Venture. Nothing in this Agreement shall create, or is intended to create, any joint venture between the Parties. No subscriber of any OTT Distributor shall be deemed to have any direct or indirect contractual relationship with the Licensee by virtue of this Agreement or as a result of any OTT Agreement, nor is it intended that any such subscriber be deemed a third party beneficiary of this Agreement or any OTT Agreement.

7. Changes in Law. If any federal or state law or administrative ruling is amended, repealed, or otherwise changed in a way that makes any term of this Agreement illegal or unenforceable, or would have a material adverse effect on the Parties' respective rights and obligations hereunder, the Parties shall negotiate in good faith to modify this Agreement to account for such change. Notwithstanding any other provision of this Agreement to the contrary, if the Parties are unable to mutually agree to a modification of the Agreement within sixty (60) calendar days following such change in Law, a Party may, in its sole and absolute discretion, terminate this Agreement without liability, except for accrued liabilities prior to the effective date of such termination.

8. Complete Agreement. This Agreement constitutes the entire agreement and understanding by and among 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 them with respect thereto. This Agreement is binding on the successors and assigns of the Parties, provided, that this Agreement cannot be assigned by Licensee without the prior consent of Sinclair.

*[Signatures on Following Page]*

IN WITNESS HEREOF, the parties have executed this Agreement as of the date first written above.

**LICENSEE:**

**Nashville License Holdings, LLC**

By: Nashville Broadcasting Limited Partnership, its sole member

By: Lambert Broadcasting of Nashville, LLC, its general partner

By: 

Name: MICHAEL LAMBERS

Title: \_\_\_\_\_

**SINCLAIR:**

**Sinclair Television Group, Inc.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Nashville Broadcasting Limited Partnership**

By: Lambert Broadcasting of Nashville, LLC, its general partner

By: 

Name: MICHAEL LAMBERS

Title: \_\_\_\_\_

**EXHIBIT A**  
**LICENSEE STATION**

Station Call Letters	Primary Channel Network Affiliation	Market
WNAB	CW	Nashville, TN