

## REPACK AGREEMENT

THIS REPACK AGREEMENT (this “Agreement”) is made as of June 26, 2017, (the “Effective Date”) by and between Nashville License Holdings, L.L.C. and Nashville Broadcasting Limited Partnership (collectively, “Licensee Owner”) and Sinclair Television Group, Inc. (“Sinclair”). Licensee Owner and Sinclair are sometimes referred to in this Agreement individually as a “Party” and collectively as the “Parties”.

### RECITALS

WHEREAS, Licensee Owner owns and operates the television broadcast station forth on Exhibit A (“Licensee Station”).

WHEREAS, Sinclair, either directly or via an affiliated entity, provides certain programming and other services for the Licensee Station pursuant to a Servicing Agreement (the “Servicing Agreement”).

WHEREAS, in connection with the broadcast television spectrum incentive auction conducted by the Federal Communications Commission (“FCC”) under Section 6403 of the Middle Class Tax Relief and Job Creation Act (Pub. L. No. 112-96, § 6403, 126 Stat. 156, 225-230 (2012) (“Incentive Auction”), the FCC assigned the Licensee Station a new channel assignment as a result of the Incentive Auction repacking process (the “Repacking Process”).

WHEREAS, Licensee Owner and Sinclair desire that Sinclair serve as project manager for purposes of the Repacking Process (“Repack Project Manager”) and take all such actions, subject to the terms of this Agreement, as are reasonably necessary to relocate Licensee Station to its new channel in connection with the Repacking Process.

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. Repacking Services. Licensee Owner appoints Sinclair as Repack Project Manager and, subject to Licensee Owner’s ultimate supervision and control and Section 3 below, grants Sinclair full authority to take all such actions as are reasonably necessary, as determined by Sinclair (but with reasonable periodic updates to Licensee Owner), to relocate the Licensee Station to the new channel assigned by the FCC in connection with the Repacking Process, including, but not limited to, engaging consultants for legal, accounting, engineering design, station logistics related to engineering/installation and project management and ordering, installing or moving any equipment reasonably necessary in the Repacking Process, including a Licensee Station’s transmission facility, if necessary. Sinclair shall use commercially reasonable efforts to notify Licensee Owner prior to taking any action with respect to the relocation of the Licensee Station to its new channel in connection with the Repacking Process if such action requires the cessation of, or material disruption to, the broadcast operations of the Station. Subject to Section 2 below, all costs and expenses required for the relocation of the Licensee Station to its new channel in connection with the Repacking Process shall be determined and paid by Sinclair.

2. Broadcaster Relocation Fund. Licensee Owner and Sinclair shall cooperate in good faith and take all actions reasonably necessary to seek reimbursement from the FCC’s Broadcaster Relocation Fund for all costs incurred by Sinclair and Licensee Owner on behalf of the Licensee Station in connection with the Repacking Process; provided, however, all costs and expenses incurred on behalf of the Licensee Station that are not reimbursed by the FCC shall be treated and allocated between the Parties in accordance with the allocation of capital or other station expenses incurred under the terms of the Servicing Agreement. Notwithstanding anything herein to the contrary, all reimbursement amounts received from the FCC with respect to the Licensee Station attributable to costs incurred by Sinclair in connection with the Repacking Process shall

be due to Sinclair, and immediately upon, but in no event later than within five (5) business days after, receiving reimbursement from the FCC and payment instructions from Sinclair, Licensee Owner shall remit such reimbursement payment, in its entirety, to Sinclair.

3. FCC Applications. The Parties shall cooperate in good faith in preparing all FCC applications, estimates, and forms (collectively, "Filings") related to the Repacking Process. Sinclair or its designee shall draft all such Filings for review and approval by Licensee Owner. In connection with preparing Filings, Licensee Owner shall provide Sinclair with all information reasonably necessary to complete such Filings (including, but not limited to, any bank account information required by FCC Form 1876). Licensee Owner shall submit (or authorize legal counsel retained by Sinclair with respect to the Repacking Process to submit) all Filings to the FCC following consultation with Sinclair.

4. Term. The term (the "Term") of this Agreement shall commence on the Effective Date and continue until the later of (i) the completion of the Repacking Process, as reasonably determined by Sinclair, or (ii) the date on which Sinclair has received payment for all reimbursable expenses paid by the FCC to which Sinclair is entitled under Section 2 of this Agreement; provided, however, this Agreement shall terminate upon the termination of the Servicing Agreement.

5. Control. Notwithstanding anything herein to the contrary, the Parties hereto acknowledge and agree that, Licensee Owner will maintain ultimate control and authority over the Station and Sinclair's authority as Repack Project Manager does not extend to making broadcast decisions for the Licensee Station as provided in the Servicing Agreement.

6. Representations and Warranties; Indemnification. 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. Each Party shall forever, to the fullest extent permitted by law, protect, save, defend, and keep the other party harmless, and indemnify such other Party from and against, all claims, demands, causes of action, losses, investigations, proceedings, penalties, fines, expenses, and judgments, including reasonable attorneys' fees and costs, arising directly or indirectly out of such Party's negligence or willful misconduct or the negligence or willful misconduct of such Party's agents or employees in connection with this Agreement, or arising out of such Party's breach of or default or non-performance of his or its representations, warranties, covenants, agreements, and obligations under this Agreement.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland (regardless of the laws that might be applicable under principles of conflict of laws) as to all matters and the parties hereby submit to personal jurisdiction of any court located in Baltimore County, Maryland and hereby waive any objection to the venue of such court.

8. 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.

9. No Joint Venture. Nothing in this Agreement shall create, or is intended to create, any joint venture between the Parties.

10. 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.

11. 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 Owner or Sinclair except in accordance with Section 12 of the Servicing Agreement.

*[Signatures on Following Page]*

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

**LICENSEE OWNER:**  
Nashville License Holdings, LLC

By: Nashville Broadcasting Limited Partnership, its sole member


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

By: 

Name: MICHAEL LAMBERT

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

**SINCLAIR:**  
Sinclair Television Group, Inc.

By: 

Name: David R. Bucher

Title: Authorized Signatory

**Nashville Broadcasting Limited Partnership**

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

By: 

Name: MICHAEL LAMBERT

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

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

| <b>Call Sign</b> | <b>Facility ID #</b> | <b>State of License</b> | <b>City of License</b> | <b>Pre-Auction Channel</b> | <b>Post-Auction Channel</b> | <b>Licensee</b>                    |
|------------------|----------------------|-------------------------|------------------------|----------------------------|-----------------------------|------------------------------------|
| WNAB             | 73310                | TN                      | Nashville              | 23                         | 30                          | Nashville License Holdings, L.L.C. |