

## NEWS SHARE AGREEMENT

**THIS NEWS SHARE AGREEMENT** (the "Agreement") is made and entered into this 24<sup>th</sup> day of July, 2015, by and between Sinclair Properties, LLC d/b/a WCIV-TV ("WCIV") and Cunningham Broadcasting Corporation d/b/a WTAT-TV ("WTAT"). WCIV and WTAT shall be individually referred to as a "Party" and collectively as the "Parties".

### WITNESSETH:

**WHEREAS**, WTAT wishes to procure from WCIV a live feed morning and evening newscast, consistent with industry standards, fully produced by WCIV for broadcast on WTAT-TV, and WCIV wishes to provide such newscasts to WTAT;

**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.

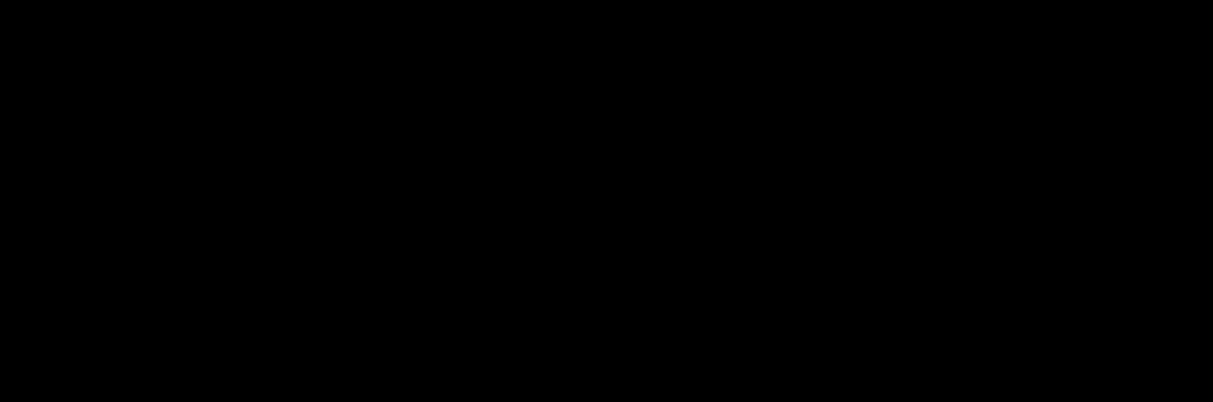
a. The Newscasts. WCIV shall produce and provide to WTAT the following live newscasts for broadcast on WTAT-TV:

- 7am-9am morning newscast, Monday through Friday of each week;
- 10pm-11pm evening newscast, Monday through Friday of each week; and
- 10pm-10:35pm evening newscast Saturdays and Sundays of each week.

b. Title/Format/Content. The title of the morning newscast shall be "Fox 24 News at 7am" and the title of the evening newscast shall be "Fox 24 News at 10pm". WTAT reserves the right to change the title of all newscasts from time-to-time, provided it reimburses WCIV for the expenses incurred by WCIV in making such change (*e.g.*, changing the news set, graphics, etc.). The foregoing shall be collectively referred to as the "Newscast" and individually referred to as the "Morning Newscast" and "Evening Newscast" when differentiation is necessary. The format of the Newscast shall include news, weather and sports. The quality of the Newscast shall be substantially consistent with WCIV's present news production quality and shall be closed captioned in accordance with the rules and regulations of the Federal Communication Commission ("FCC"). WCIV may not (i) broadcast any editorials in the Newscast, (ii) include any product placement or similar opportunities in the Newscast, or (iii) mention any of WCIV's programming during the Newscast. WCIV shall consider requests from WTAT for specific feature stories and/or other content and shall make commercially reasonable to air such stories in the Newscast from time to time. WTAT shall have the right to tape-delay the Evening Newscast from time to time if necessary due to programming which continues past 10pm. The Newscast shall be transmitted to WTAT by technology mutually agreed to by the parties.

c. Commercial Time. So long as it does not interfere with WCIV's then current news obligations (i.e., local cut-ins for Good morning America), the Morning Newscast and the Evening Newscast will be formatted in accordance with, and at the direction of, WTAT with regard to all commercial announcements/equivalents and breaks, which formatting may be changed at WTAT's written request. At WTAT's written request, WCIV will produce and include in the Newscast a news crawl/ticker. WTAT shall retain the exclusive right to sell all commercial time during the Newscast, including sponsorships of the news crawl/ticker that WTAT determines to include in the Newscast, weather and sports sponsorships, and any other sponsorship opportunities.

d. Personnel/Anchors. The anchors and other personnel of the Newscast shall be on the payroll of WCIV and shall at all times be subject to WCIV's work practices, benefit programs and standards. No anchor, reporter or other individual may promote or endorse any business, service, political candidate, or political cause during the Newscast. The anchors shall make themselves available from time to time for news marketing and promotional purposes upon WTAT's written request. All such marketing and promotions by such anchors shall be at the direction of WTAT and subject to the approval of WCIV. WCIV shall hire [REDACTED] to assist in the performance of its obligations under this Agreement which are listed below. These new hires will perform services for the Newscast and for WCIV's newscasts, except for the Anchor, who will be dedicated to the WTAT Evening Newscast and whose selection/hire will be subject to the reasonable approval of WTAT, which approval shall not be unreasonably withheld, delayed, or denied. In addition, the [REDACTED] will perform duties for both station's newscasts but will be primarily responsible for the Newscast.



WCIV's talent will anchor the Morning Newscast and will be back up/fill in for the Evening Newscast. At no time will any on-air talent promote (through the use of shirts, microphone flags, etc.) WCIV on a WTAT newscast. In this regard and to that end, reports from news talent that air on WTAT shall generally not include any clothing or graphics of any kind that include a WCIV logo or call letters; the parties acknowledge there may be occasions where there is a WCIV microphone flag shown in news video contained in the Newscast.

e. Graphics/Set Design. All production graphics and the set design of the Newscast shall be determined by WCIV with the input and approval of WTAT, which approval shall not be unreasonably withheld, delayed, or denied.

f. Editorial review. WCIV 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 and/or aired by WCIV.

g. Other Content. In addition to the Newscast, WCIV will furnish a minimum of two (2) topicals/teasers on the Newscast to WTAT prior to 5 p.m. each day.

## 2. TERM, RENEWAL AND TERMINATION.

a. Term and Renewal. The term of this Agreement shall commence on [REDACTED] and shall continue until [REDACTED] (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 [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. Right of Termination. Notwithstanding Section 2.a above, either Party may terminate this Agreement 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 decree 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 twenty (20) business days after receiving written notice of breach from the terminating party; or

iv. if either party materially breaches its obligations hereunder.

## 3. PROGRAMMING.

a. Rebroadcast Rights. WTAT will have the right to rebroadcast the Newscast [REDACTED]. In addition, WTAT will have the right to (i) webcast and stream its signal to the Internet on a live basis, (ii) from time to time in the case of breaking news or matters of significant local or national interest, allow television

station(s) owned or programmed by WTAT, affiliates of WTAT, or pursuant to any WTAT's network affiliation agreement to air Newscast segments, and (iii) rebroadcast such small amounts of the Newscast in other media as may be necessary for suitable promotion and marketing. Further, WTAT shall have the right to post any content from the Newscast on its website. WCIV will have no right to rebroadcast the Newscasts, however, the Parties acknowledge and agree that WCIV may utilize the same news content that appears on the Newscast for WCIV's newscasts and on other platforms, including, but not limited to, WCIV's website.

b. Control. WCIV agrees that the Newscast will comply with all applicable federal, state and local regulations and policies, including (without limitation), FCC requirements regarding closed captioning and payola/plugola (including video news releases). Accordingly, WTAT 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, WTAT may reject any Newscast, or portion thereof, if it determines, in its sole and absolute discretion, that the broadcast of any material contained therein may violate applicable laws or otherwise be contrary to public interest.

c. Other Content. During the term of the Agreement, WCIV will furnish WTAT with severe weather watches/warnings and school closing information, as the same becomes available to WCIV, for WTAT's use. WTAT may decide not to use said information in its sole and absolute discretion.

4. PRODUCTION FEE. For the services provided by WCIV as described herein, WTAT shall pay WCIV [REDACTED]

5. PROMOTION. WCIV and WTAT agree that the ratings and financial success of the Newscast will be enhanced by mutual on-air promotion of the Newscast; therefore, WCIV and WTAT will work in good faith to jointly promote the Newscast at times to be mutually agreed to by the Parties. To assure consistency, all promotions will be prepared by WCIV, with the advice and consent of WTAT.

6. 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 upon execution of this Agreement and within [REDACTED] of any subsequent coverage renewal/replacement a certificate of insurance indicating: (a) comprehensive general liability insurance in the amount of at least [REDACTED] per occurrence and at least [REDACTED] in the aggregate, and (b) insurance which protects it from claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts. In addition, WCIV shall maintain libel/defamation/First Amendment liability insurance in the amount of at least [REDACTED] per occurrence and at least [REDACTED] in the aggregate. WCIV shall name WTAT as an additional insured on

the liability policies referenced herein and any renewals/replacements thereof. Each Party shall notify, as provided in Section 10.a hereof, the other Party in the event of termination of any of the foregoing coverages. 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. If any policy is written on a Claims-Made form, WCIV is required to maintain coverage for an additional [REDACTED] beyond the termination or expiration date of this Agreement. WCIV will provide proof of such coverage by either (1) a Certificate of Insurance showing a retroactive date preceding the Effective Date, or (2) a copy of the Extended Reporting Period Endorsement.

7. FORCE MAJEURE. If WCIV is prevented from making timely delivery of 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 FCC, or any other cause or reason beyond the control of WCIV, as the case may be, such failure shall not be a breach of this Agreement.

8. INDEMNIFICATION.

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

b. WTAT or WCIV, 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 8 ("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 8 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 judgment 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 judgment 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.

9. RESTRICTIVE COVENANT. As an inducement for WTAT to enter into this Agreement, WCIV does covenant and agree that during the Initial Term of this Agreement, and during any extension, renewal, or continuance of this Agreement, it shall not produce or air a news product for itself, any affiliate, or any third party in the Charleston, South Carolina Designated Market Area that airs or is proposed or scheduled to air in the morning or evening time slots during which WTAT airs the Morning Newscast or Evening Newscast.

10. MISCELLANEOUS.

a. Notices. The delivery of any statement or the giving of any notice provided for herein or required herein will be effective upon receipt by (i) delivery by hand (including via messenger or overnight carrier), 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 WCIV:

Sinclair Properties, LLC d/b/a WCIV

10706 Beaver Dam Road  
Hunt Valley, MD 21030  
Attn: SVP/CAO

with a copy to: Sinclair Properties, LLC d/b/a WCIV  
10706 Beaver Dam Road  
Hunt Valley, MD 21030  
Attn: General Counsel

If to WTAT:  
Cunningham Broadcasting Corporation  
2000 West 41<sup>st</sup> Street  
Baltimore, MD 21211  
Attn: Michael Anderson

with a copy to: Thomas & Libowitz, P.A.  
100 Light Street, Suite 1100  
Baltimore, Maryland 21202  
Attn: Steven A. Thomas, Esq.

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 WTAT-TV.

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

e. Assignment/Benefit. Neither party shall assign its rights or obligations hereunder without the prior written consent of the other party, except that either party may assign this Agreement to a purchaser of all or substantially all of the assets or ownership interests of such party. 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. 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.

h. Counterparts. This Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument. The parties agree that this Agreement shall be binding upon the transmission by each party of a signed signature page to the other party via electronic means (including facsimile or email), and such signatures shall have the same force and effect as original signatures.

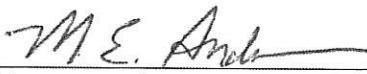
i. Entire Agreement. This instrument contains the entire agreement of the Parties and may not be changed except by an agreement in writing signed by the Party against whom the enforcement of any waiver, change, extension, modification or discharge is sought.

[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.

**CUNNINGHAM BROADCASTING CORPORATION**

By:   
Name: *Michael Anderson*  
Title: *President*

**SINCLAIR PROPERTIES, LLC**

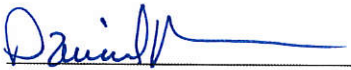
By:   
Name: David R. Bochenek  
Title: Authorized Signatory

Exhibit A

