

**The CW Network  
Station Affiliation Agreement**

This Affiliation Agreement (the "Agreement") is entered into as of September 1, 2016 ("Effective Date") by The CW Network, LLC, a Delaware limited liability company, located at 3300 W. Olive Avenue, Third Floor, Burbank, California 91505 ("The CW") and Sinclair Broadcast Group, Inc., located at 10706 Beaver Dam Road, Hunt Valley, Maryland 21030 ("Sinclair") on behalf of the entities set forth individually in Appendix A (collectively and individually, "Affiliate"), with respect to the television broadcast station subchannels (individually, and collectively, "Stations"), located in the Designated Market Areas (as defined by Nielsen Media Research) ("DMA") and licensed to the communities also set forth therein.

With respect to those Affiliates for which Sinclair provides marketing, programming, and other operational services, as set forth in Appendix A, Sinclair represents and warrants that it has full authority and right to enter into this Agreement on their behalf and guarantees performance of this Agreement by those Affiliates.

**1. Licensed Rights**

**1.1. Telecast Rights**

Subject to the terms of this Agreement, The CW hereby grants to Affiliate, and Affiliate accepts, a limited license to telecast the "CW Programs" (as defined in Section 2.1) only as set forth in this Section 1.

1.1.1. Broadcast: Affiliate may only telecast the CW Programs over the television broadcast facilities of Station located in the DMA, including translators and repeaters for free over-the-air television reception as more fully set forth in Section 7.2. Except as set forth

1.1.2. Retransmission: Affiliate may only authorize the retransmission within the DMA on a live, linear basis of the signal of Station including the CW Programs to cable television systems, television receiver-only satellite program service carriers providing service on a local-into-local basis, and closed, wired video distribution services (e.g. Verizon FiOS, AT&T U-verse, which for purposes of clarification is sometimes referred to as Internet Protocol format television (IPTV) distribution) (collectively, "MVPD"). The term "MVPD", for purposes of this Agreement,

To the extent that Station has been determined by the FCC to be "significantly viewed" outside the DMA as of the Effective Date, retransmission pursuant to this Section 1.1.2 is also permitted hereunder to (i) households in those communities outside the DMA where the Station is "significantly viewed" or (ii) a community served by an MVPD as to which a portion of television homes served by such MVPD are located within Affiliate's DMA, only for so long as it is not technically feasible for such MVPD serving such community with the equipment it has as of the date of this Agreement to divide its signal.

[REDACTED]

1.1.3. Non-public Transport: Affiliate may deliver the signal of Station to MVPDs by alternate methods (e.g. microwave or fiber transmission) that are not publicly receivable.

1.2. Affiliation

As used herein, an "Affiliate" of The CW is any Affiliate granted a license subject to formally similar terms to those set forth herein. To the maximum extent permitted by the FCC, Affiliate will be the sole broadcast Affiliate of The CW located in the DMA. An "Other Affiliate" means any CW Affiliate that is not set forth in Appendix D and that is not a CW Plus Affiliate.


1.3. Excluded Rights

Affiliate will not transmit CW Programs or authorize the transmission of CW Programs except as specifically authorized herein. In particular, without limitation, Affiliate will not (i) enter into an agreement to transmit any CW Program into a place where admission is charged or where the reception of the transmission is made subject to the payment of a fee; (ii) relay the telecast of any CW Program to any other party except as specifically authorized herein; (iii) subject to the terms of any agreement reached in accordance with Section 1.1.2, enter into any agreement for transmission or retransmission of CW Programs by any mobile service provider, by any wireless delivery, or by means of the Internet, including IPTV delivered via the open public Internet; (iv) enter into any agreement for transmission or retransmission of CW Programs that will provide a user with the ability to choose the start time of a particular Program; (v) enter into an agreement for the retransmission of CW Programs outside the DMA except as granted herein; or (vi) cause, authorize or permit the transmission, duplication or recording of any CW Program, or any audio or visual portion thereof, by or over any other medium, facility, device, or method not expressly authorized hereunder.

For clarity, Affiliate will not authorize the transmission or retransmission of any CW Program: (1) on a video-on-demand basis, (2) on a pay-per-view basis, (3) in a time-shifted manner, (4) by an OTT Distributor, except only in accordance with Section 1.1.2, or (5) in any other manner other than by the broadcast via free, over-the-air, live, linear television and the simultaneous retransmission of the Station's broadcast signal by MVPDs, as permitted herein, for in-home viewing which shall not include platforms, services, or infrastructures that require the consumer to have access to the Internet or any high speed data service, except only in accordance with Section 1.1.2.

1.4. Reserved Rights

The CW reserves all rights that are not expressly granted to Sinclair or licensed to Affiliate hereunder ("Reserved Rights"). As between Sinclair and Affiliate on the one hand, and The CW on the other, The CW has the right to freely exploit the Reserved Rights without restriction except as otherwise expressly provided in this Agreement.

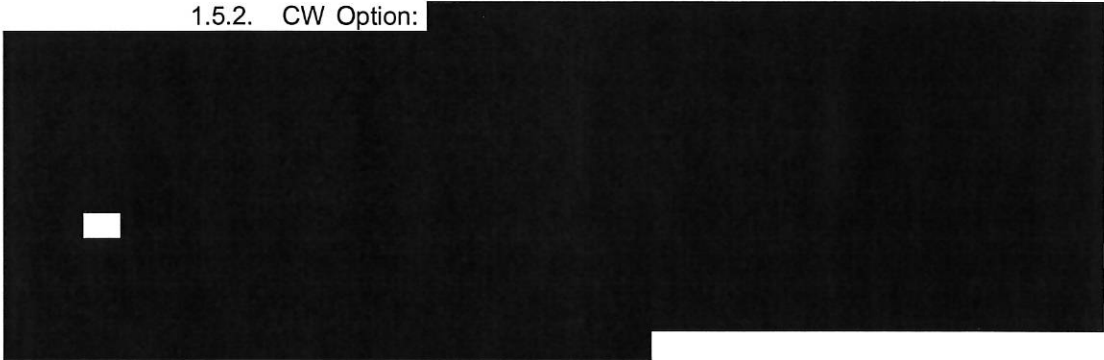


1.5. Subchannel Reassignment:

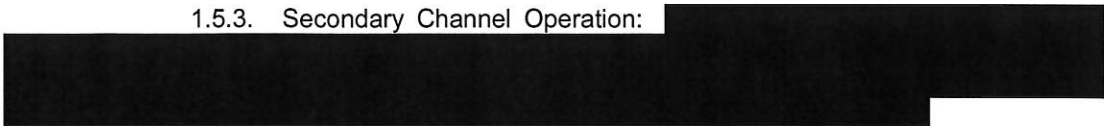
1.5.1. Termination:



1.5.2. CW Option:



1.5.3. Secondary Channel Operation:



However, until the Change Date, Affiliate will continue to broadcast CW Programs on the primary channel of Station as set forth in this Agreement.

The Change Date will be subject to the approval of The CW not to be unreasonably withheld taking into account its business interests, but which in all events will be not later than the date specified in the Notice as the end of the Term.

Beginning on the Change Date, Station shall:

(a) broadcast all CW Programs in accordance with Section 7.1 on the Secondary Channel of Station or of another in-DMA full-power broadcast television station owned or programmed by Affiliate (or its affiliates) (provided that said other full-power station has substantially equivalent coverage and signal quality) serving the same Licensed Community as the Station in at least the lesser of [REDACTED]

[REDACTED]

(b) maintain throughout the Term a full schedule of local and nationally syndicated programming on the Secondary Channel generally consistent with the schedule of local and nationally syndicated programming broadcast on Station prior to the Change Date;

(c) secure carriage of the Secondary Channel on substantially all MVPDs carrying the Station prior to the Change Date (substantially all being measured in terms of total subscribers) in a manner that is identical in all material respects (including, without limitation, channel position, except such carriage may be in standard definition format rather than in high definition format) to the carriage of the CW Programs prior to the Change Date; and

(d) negotiate in good faith with The CW a plan for launch marketing and on-going cross-promotion on the primary channel.

Notwithstanding the preceding, where Affiliate provides its signal to cable headends and satellite receive sites via fiber as of the Change Date, Affiliate will use commercially reasonable efforts to offer the signal of Station in high definition to such cable head ends and satellite companies offering local-into-local service in the DMA by fiber.

This subparagraph will not apply to Affiliate's channel moves as the result of the Spectrum Auction, as set forth in Section 1.6 below.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

## 2. CW Programs

### 2.1. The Programs

The television programs licensed to Affiliate hereunder are all television programs delivered by The CW to its Affiliates for telecast on a network basis during the Term (collectively, the "CW Programs" and "CW Programming"). With respect to digital transmission, "CW Programs" will refer to the primary CW network feed and not to any additional program streams that may be transmitted by The CW for non-broadcast purposes.

### 2.2. Time Periods

Subject to Section 2.4 below, The CW will deliver CW Programs to be telecast during the following time periods:

"Prime Time": Monday through Friday, 8-10 p.m. ET/PT\*

"Non-Prime": Monday through Friday, 3-4 p.m. local time  
Saturday 7 a.m. – 12 noon local time

(\*CT and MT times one hour earlier than ET/PT)

### 2.3. Children's Programming/Saturday Non-Prime

[REDACTED]

██████████. Except (i) if The CW ceases to program Saturday Non-Prime in whole or in part, then Affiliate has the right to recapture the time; or (ii) if The CW decreases the number of hours it programs "Core" programming below three hours, then Affiliate will have the right to recapture the number of hours by which The CW decreases the "Core" Programming, below three hours, and The CW will retain the remaining number of hours.

#### 2.4. CW Program Schedule Changes

The CW may change the day and times of its delivery of CW Programs in its discretion, within the hours set forth in 2.2 above; provided that The CW may cease to program Non-Prime Programs, either or both of the weekday and Saturday non-prime day parts in whole or in part, at any time with six months' notice.

The CW will deliver CW Programs for prime-time in accordance with its current schedule, the CW shall have no right to increase its number of programming hours, provided that the parties will engage in good faith discussions in the event CW desires to increase its number of programming hours. If The CW ceases providing CW Programs under this Agreement, The CW may not thereafter resume providing CW Programs for the time period without Affiliate's prior written consent, which consent may be withheld in Affiliate's sole discretion.

#### 2.5. CW Discretion

Nothing in this Agreement will be construed to prevent or hinder The CW in its sole discretion from: (i) substituting one or more CW Programs for previously scheduled CW Programs, in which event The CW will make the substituted programs available to Affiliate pursuant to the provisions of this Agreement or (ii) canceling one or more CW Programs. Nothing in this Agreement will be construed to obligate CW to make CW Programming available in a High Definition format, provided if CW does not provide the programming in High Definition, the Stations obligation to broadcast in 720p shall cease for such programming.

#### 2.6. Affiliate Programming

The programming scheduled and broadcast on the Station between 5pm and the beginning of prime time will be generally compatible with CW Programming and may include news programming.

### 3. Term

The term of the rights granted to Affiliate hereunder (the "Term") will commence at the end of the term of each Affiliate's previous affiliation agreement and end at the conclusion of The CW's 2020-2021 broadcast season. Notwithstanding anything to the contrary contained in this Agreement, upon the termination of this Agreement or expiration of the Term, all of Affiliate's rights to broadcast or otherwise use any CW Program or any trademark, logo or other material or item hereunder will immediately cease and Affiliate will have no further rights whatsoever with respect to any such program, trademark, logo, material or item. Each "Contract Year" will be the year commencing on September 1 of the applicable year of the Term. Subject to the terms of this Agreement, The CW hereby grants to Affiliate a royalty-free non-exclusive license during the Term to use all trademarks and service marks used by The CW, including, without limitation, the mark "The CW," as well as the logos and other artwork used by The CW to depict such mark in the DMA as trademarks or service marks solely and directly in connection with Affiliate's television production and telecasting activities and the advertising and promotion of those activities.



#### 4. Clearances and Pre-emptions

##### 4.1. Clearances

Subject to the right to reject under 47 C.F.R. §73.658(e) and to Section 4.2 hereof, Affiliate will provide and maintain full, in-pattern clearance of all CW Programs as scheduled by The CW and will not downgrade, modify, delay, cancel or change time periods of any CW Program without the written consent of The CW.

##### 4.2. Pre-emptions

Affiliate may pre-empt CW Programs in accordance with its rights under 47 C.F.R. §73.658(e). In addition, Affiliate may pre-empt CW Programs during each Contract Year [REDACTED]

Inadvertent overruns of scheduled programming [REDACTED]

[REDACTED] To the extent that the Affiliate controls the decision to schedule specific pre-emptions in advance, Affiliate will do so after consultations with The CW. The CW will provide Affiliate annually with procedures applicable to all Affiliates governing pre-emptions and make-goods, and Affiliate will follow the procedures where appropriate.

[REDACTED] Affiliate will make good faith efforts to avoid any pre-emptions of the premiere, season launch, significant episodes, or season finale of any CW series. [REDACTED]

[REDACTED] Notice of any pre-emption in accordance with Affiliate's rights under 47 C.F.R. §73.658(e) will be required only to the extent known in advance.

To the extent Affiliate substitutes another program for a CW Program as permitted hereunder (other than as the exercise of the right to reject under 47 C.F.R. §73.658(e)(1)), Affiliate will broadcast such omitted program and the commercial announcements contained therein (or any replacement programming provided by The CW and the commercial announcements contained therein) over the facilities of Station during a time period upon which The CW and Affiliate will promptly and mutually agree and which will be of quality and rating value comparable to that of the pre-empted program's scheduled program time. In the event that the parties do not promptly agree upon such a time period after reasonable consultation in good faith and after taking into account the practical alternatives under the circumstances, then, without limiting any other rights of The CW under this Agreement or otherwise, The CW will have the right to license the broadcast rights to the applicable omitted programming (or replacement program) to another entity broadcasting within the DMA.

Nothing in the foregoing will be construed to permit Affiliate to broadcast a pre-empted CW Program in a different time period without the express written consent of The CW, which will not be unreasonably withheld.

If Affiliate pre-empts [REDACTED] episodes of a program series in any [REDACTED] period to broadcast commercially sponsored (other than breaking news) or paid programming The CW will have the right, upon sixty days prior written notice and following significant consultation with Affiliate, to terminate

Affiliate's license of that program series and to withdraw all future episodes of that series. Such [REDACTED] periods will be measured consecutively from the first broadcast date of the program series in question. If The CW subsequently places such a series on another station in the DMA, The CW reserves the right not to license to Affiliate the broadcast rights to that series or any spin-off series for subsequent broadcast seasons.

In addition to all other remedies, to the extent Affiliate pre-empt[s] [REDACTED] episodes of a program series other than as permitted under this Agreement [REDACTED] The CW will have the right, upon sixty days prior written notice, to terminate Affiliate's license with respect to the program series, withdraw all future episodes of that series from Affiliate, and license the series to another Affiliate in the DMA. If The CW subsequently places such a series on another station in the DMA, The CW reserves the right not to license to Affiliate the broadcast rights to that series or any spin-off series for subsequent broadcast seasons.

#### 4.3. Clearance Waiver:

In the event The CW waives all or any part of the Non-Prime schedule (including by allowing such programming to be run out-of-pattern) for any Other Affiliate (except for pre-emptions from time to time), The CW will offer the Original Sinclair Stations, [REDACTED], a waiver on the same terms.

### 5. Affiliate's Commercial and Promotional Announcements

#### 5.1. Formatting for Hour Long Programs

Subject only to applicable governmental rules and regulations, each hour of CW Programs hereunder will be formatted to provide Affiliate with the amount of time for Affiliate's commercial announcements (inclusive of station breaks) as set forth below. In addition, and subject only to applicable governmental rules and regulations and the Affiliate commercial allocations set forth below, The CW may place commercial and promotional announcements in the CW Programs, the number, timing and format of which will be determined by The CW.

##### Prime Time:

[REDACTED]

##### Weekday Non-Prime Programming:

[REDACTED]

##### Weekend Non-Prime Programming:

[REDACTED]

#### 5.2. Formatting for Other Programs

The number of minutes of commercial announcement time provided to Affiliate pursuant to Section 5.1 will be pro-rated for CW Programs which are less than or greater than one hour in duration.



5.4. Affiliate Commercials

Subject to the provisions of this paragraph, Affiliate may insert commercial announcements within a CW Program in accordance with The CW's instructions and procedures and in accordance with applicable laws, and only at those points in each program designated by The CW for such purposes. [REDACTED]

5.5. [REDACTED]

5.6. Reduction in Non-program Time

In the event that any state, federal, or other governmental rule, regulation or law (including, without limitation, a regulation of the FCC), or any other governmental action reduces the commercial advertising or non-program time that can be used in any or all of the CW Programs, then, notwithstanding the provisions of Sections 5.1 and 5.2, upon ninety days prior written notice to Affiliate (or upon such shorter notice as may be required by such law or regulation) The CW will be entitled to reduce the amount of commercial time available to Affiliate in each of the CW Programs to the extent necessary to provide The CW and Affiliate with the same proportionate amount of commercial time (inclusive of station breaks with respect to Affiliate) that each party is entitled to under this Agreement prior to such reduction.

7. Carriage

7.1. Complete Telecasts

It is of the essence of this Agreement that, subject to permitted pre-emptions hereunder, Affiliate will telecast over the facilities of the Station only on the dates and at the times scheduled by The CW all the elements of the CW signal (including, without limitation, CW Programs in their entirety, all commercial announcements, billboards, CW promotional announcements, public service announcements, network IDs, credits, network banners and logos, and all "Program-Related Material" (as defined below) transmitted as part of the signal) without interruption, alteration, compression, down-conversion, deletion or addition (except for Affiliate's commercial announcements added pursuant to Section 5) from the beginning of each CW Program to the final system cue at the conclusion of each CW Program. Notwithstanding the foregoing, Affiliate may provide on-screen informational, but in no instance commercial, messages related to Emergency Alert Service messages, weather warnings, and news bulletins.

Affiliate will broadcast over the facilities of Station in no less than the [REDACTED] ("High Definition") all

elements of the CW signal provided in High Definition; unless Affiliate is, as of the date of this Agreement, broadcasting in standard definition.

Affiliate will use its commercially reasonable efforts to maximize distribution of the Station in the DMA as permitted in this Agreement.

In connection with the foregoing, Affiliate agrees to maintain complete and accurate records of all commercial and promotional announcements telecast. Affiliate will submit copies of all such records to The CW within two weeks after The CW's request therefor.

CW Programs will be closed-captioned, consistent with FCC closed-captioning requirements; provided that inadvertent *de minimis* failure to deliver any CW Programs with closed-captioning will not be a breach of this Agreement.

"Program-Related Material" will mean (i) information and material of a commercial or non-commercial nature which is directly related to the subject matter or identification of, or persons appearing in, CW Programs, or to specific CW commercial advertisements or promotional announcements contained in the CW Programs, if such information or material is transmitted concurrently or substantially concurrently with the associated CW Program, commercial advertisement or promotional announcement, (ii) closed-captioning information, (iii) program identification codes, (iv) program ratings information, (v) alternative language feeds related to the programming, (vi) video description information, and (vii) such other material as may be essential to or necessary for the delivery or distribution of the CW Programs in digital format.

#### 7.2. Originating Transmitter; Translators

Affiliate will telecast each CW Program solely from the Station's originating transmitters and antennas for free over-the-air television reception. Affiliate will have the right to telecast each CW Program over any translators within the DMA which the Station regularly uses for the retransmission of its broadcast signal (whether or not any such translator is owned or operated by Affiliate) simultaneously with its transmission of that CW Program over Station's main transmitter. Affiliate agrees to notify The CW, promptly after execution of this Agreement, of all translators used for the retransmission of the Station's broadcast signal and to notify The CW prior to adding or ceasing the retransmission by any translator.

#### 7.3. Retransmission Consent/ MVPD Carriage Requirements

Affiliate will either (a) elect must-carry status under 47 C.F.R. §76.56 or (b) grant the authorization required under 47 C.F.R. §76.64 and §76.66 ("Retransmission Consent") (or any other law, governmental regulation, or governmental action permitting Affiliate to elect to require any MVPD to obtain Affiliate's consent to such system's retransmission of Affiliate's telecast of the signal of Station as a whole or any CW Programs included therein) to all MVPDs serving households within the DMA, including any satellite carriers providing local-into-local service, for Station. Affiliate will consult in good faith with The CW regarding this election.

Notwithstanding the foregoing, if Station is operating on a Secondary Channel, Affiliate will have the right to authorize all MVPDs serving households within the DMA, including any satellite carriers providing local-into-local service, to retransmit Affiliate's telecast of the signal of Station as a whole and any CW Programs included therein.

In the event that during the Term of this Affiliation Agreement, an MVPD's retransmission of Station on in Station's DMA is discontinued by reason of such MVPD not having the retransmission consent of Station

to retransmit Station's signal, The CW shall, subject to the terms and conditions of its specific agreement with each such MVPD and upon sufficient notice by Affiliate as provided for in the immediately preceding sentence: (i) instruct such MVPD to cease making available during the period of such dispute any CW Program video on demand content via such MVPD's platform to such MVPD's subscribers located within Station's DMA and (ii) promptly discontinue delivery of CW Programs to such MVPD for exhibition by such MVPD on a video on demand basis via such MVPD's platform.

#### 7.4. Network Non-duplication

During the period beginning one day before and ending seven days after the day The CW intends for any CW Program to be broadcast by Affiliates, Affiliate shall, by the terms of this contract, be entitled to invoke, with respect to that CW Program, throughout the maximum geographic zone permitted by 47 C.F.R. §73.658(m) and 47 C.F.R. §76.92 and §76.120(e), as those rules exist as of the date of this Agreement ("Network Exclusivity Zone"), the protection against duplication of programming in any and all formats imported under the Statutory Copyright License, as provided by 47 C.F.R. §76.92 through §76.95 and 47 C.F.R. §§ 76.120, 76.122, and §76.124 (the FCC's cable and satellite network non-duplication rules); provided, however, that such right will apply only to CW Programs broadcast in the intended time period or authorized make-good time period; and provided further that nothing herein will be deemed to preclude The CW from granting to any other broadcast television station licensed to any other community similar network non-duplication rights within that station's Network Exclusivity Zone.

Notwithstanding anything herein to the contrary, in the event of any change in law or government regulation which adversely affects Affiliate's network non-duplication rights, The CW will use commercially reasonable efforts to resolve the issue among the parties asserting incompatible retransmission rights.

#### 7.5. CW Equipment

Affiliate will at all times permit The CW, in connection with CW Programming, without charge, to place on, maintain and use at Station's premises such equipment as The CW will reasonably require to enable Affiliate to broadcast and distribute the CW signal on the facilities of Station. Affiliate will operate such equipment for The CW, to the extent The CW reasonably requests, and no fee will be charged by Affiliate therefor.


#### 7.6. High Definition Distribution to MVPDs

Affiliate will use commercially reasonable efforts to require all MVPDs retransmitting Station to retransmit Station in High Definition.

### 8. Promotion

#### 8.1. Promotional Announcements

In addition to the promotional announcements included by The CW in CW Programs, The CW will provide Affiliate, at no cost to Affiliate, with promotional announcements for CW Programs ("Promos") to be broadcast by the Station at times when the Station is not broadcasting CW Programs. Affiliate will provide an on-air and third-party off-air promotional schedule consistent with The CW's recommendations, and consistent with Affiliate's reasonable business judgment provided, however, that,



Affiliate agrees to maintain complete and accurate records of all promotional announcements telecast. Affiliate will submit copies of such records to The CW within three weeks after The CW's request therefor.

## 8.2. Promo Requirements: On- and Off-Air

The on-air promotional requirements for each Affiliate [REDACTED] Promos may be local versions of the Promos provided above and must be scheduled as directed by CW marketing. Promo length will not be split by Affiliate unless agreed to by The CW. [REDACTED]

[REDACTED] Station will use lower third pop-up "snipes" and banners promoting a specific CW primetime series. For purposes of this subparagraph, Promos do not include network logos or identification or announcements that do not refer to specific CW Programs. Promos broadcast during paid programming will not be counted toward the fulfillment of Affiliate's obligations under this Section 8.2.

### 8.2.1. Annual Media: [REDACTED]

[REDACTED] The amounts shown are against third-party off-air media solely supporting specific CW prime-time series including day and time. These sums will be targeted to an audience of 18-34. The basic creative executions will be approved by The CW, which approval will not be unreasonably withheld.

### 8.2.2. Cross-Promotion: [REDACTED]

8.2.3. Verification: All expenditures in fulfillment of Affiliate's obligations under this paragraph must be pre-approved by The CW in accordance with The CW's specifications for the DMA and are subject to reporting, verification, and audit. All assignment of value to trade agreements must be supported either with reference to third-party independent valuation sources (e.g. SQUAD reports) agreed to by the parties or by provision to The CW of the trade agreements or of third-party invoices deriving from those trade agreements.

## 8.3. Other Promotional Materials

The CW may, in its discretion, provide Affiliate, at no cost to Affiliate, with such print, on-air television and radio, and collateral materials promoting the CW Programs as The CW deems appropriate. The CW may also provide, in its discretion and at reasonable cost to Affiliate, such other merchandising materials as The CW deems appropriate.

## 8.4. Station Identification

Affiliate will identify the Station, at all times, exclusively as an Affiliate of The CW, and as part of the CW Network or by such other name as The CW may subsequently designate in writing, in all Station IDs and in all other promotional material distributed by Affiliate or under Affiliate's control with respect to the Station, whether or not such identifications or promotional materials relate to CW Programs or other programming telecast by the Station; provided, however, that such identification may be preceded or followed by the Station's call letters, community of license and channel position. All such Station IDs, Station logos, and promotional materials will also incorporate the CW logo and no other television network's logo, as provided to Affiliate, in a design subject to the approval of The CW and Affiliate.

Affiliate will not identify the Station as being affiliated with or part of any other broadcast television network, and will also identify the Station as being the primary CW Affiliate in the Licensed Community to all ratings services, including Nielsen. In the event that Affiliate telecasts television programming provided by any other television network on Station, Affiliate will not telecast the name,

logos or any other identification of such other television network on Station's CW Program stream. Notwithstanding anything herein to the contrary, however, Affiliate will not have any restriction on identifying as an affiliate of another network the primary channel of the station for which the Station is the secondary channel.

Affiliate will use the graphic package for station and network identification provided to Affiliate by The CW as required by The CW.

Affiliate will use an on-screen bug, based on the Station logo, designed in accordance with this subparagraph, during all local day-parts on Station.

Station websites will contain prominent CW branding elements and presence.



## **9. Delivery**

The CW will make the CW Programs available to Affiliate by satellite transmission. The CW will incur no costs regarding the satellite downlink and broadcast by Affiliate. Affiliate will incur no uplink costs with regard to the delivery of CW Programs.

As between The CW and Affiliate, all right, title and interest in and to the CW Programs and the entire signal of the CW (including but not limited to commercial announcements, billboards, credits, public service announcements, promotional announcements and network identification) delivered to Affiliate will, at all times, remain the property of The CW, subject only to Affiliate's right to telecast the CW Programs in accordance with the terms of this Agreement.

Other than as specifically authorized by The CW, Affiliate will not, and will not cause or authorize others to, record, copy or duplicate any programming or other material furnished pursuant to this Agreement, in whole or in part, and will take all reasonable precautions to prevent any such recording, copying or duplication. Notwithstanding the above provisions, Affiliate may make a non-broadcast quality recording of its entire broadcast day for archival, file and reference purposes and uses only, which copy will be kept in Affiliate's possession at all times.

Affiliate has installed a satellite antenna and receiver of sufficient quality, in the exclusive judgment of The CW, to receive a "Network Quality Signal", as defined below, from The CW. Affiliate will also use switches, microwaves and all other transmission equipment necessary to telecast a Network Quality Signal. "Network Quality Signal" means the quality, strength, and resolution of picture and sound provided by the broadcast affiliates of ABC, CBS, Fox, and NBC in the DMA. The CW may provide written technical guidelines for signal quality, updated from time to time. If such guidelines are provided, the standards set forth within those guidelines will control. If, in the exclusive judgment of The CW, the picture or sound quality of Station's transmission is insufficient, The CW will provide Affiliate with notice of the deficiency and Affiliate will have thirty days to correct such deficiency. Notwithstanding the above, the equipment now in use by Affiliate and the current signal of the Station is deemed to meet this standard.



**10. Notice of Intent to Sell**

If Affiliate intends to sell, transfer or assign any or all of Affiliate's rights in and to the Station, the assets comprising the Station, or the license for the Station (collectively the "Available Assets"), Affiliate will notify The CW in writing to such effect prior to selling, assigning or transferring any of the Available Assets to a third party, which sale, assignment or transfer must be made in accordance with the terms of Section 15, below.

**11. Force Majeure**

The CW will not be liable for failure to make available any programming or any portion thereof, and Affiliate will not be liable for failure to broadcast any such programming or any portion thereof, by reason of any act of God, equipment failure, action or claims by any third person, labor dispute, law, governmental regulation or order, or other cause beyond either party's reasonable control ("Force Majeure Event"). If due to any Force Majeure Event, The CW substantially fails to make available all of the programming to be delivered to Affiliate under the terms of this Agreement, or Affiliate substantially fails to broadcast such programming as scheduled by The CW, for four consecutive weeks, or for six weeks in the aggregate during any twelve month period, then the "non-failing" party may terminate this Agreement upon thirty days' prior written notice to the "failing" party so long as such notice is given at any time prior to the "non-failing" party's receipt of actual notice that the Force Majeure Event has ended.

**12. Representations and Warranties**

**12.1. No Infringement**

The CW represents and warrants that Affiliate's telecasting of the CW Programs over the facilities of the Station, in accordance with this Agreement, will not violate or infringe upon any laws or regulations of the FCC and any applicable statute, ordinance, governmental rule and regulation, and the property rights of others; provided, however, that the foregoing representations and warranties will not apply to: (i) public performance rights in music as set forth in Section 14, below; (ii) any material furnished or added to the CW Programs after delivery to Affiliate by any party other than The CW; or (iii) the deletion of any material from or changes to the CW Programs as delivered by The CW by any party other than The CW.

**12.2. Full Authority**

Each party hereto represents and warrants that it has full authority to enter into and completely perform this Agreement. Neither party has, and will not, undertake any action that might impair the other's rights under this Agreement. There are no existing or threatened claims or litigation against either party that would adversely affect or impair the ability of the other party to completely perform under this Agreement.

**12.3. No Default**

Each party hereto warrants to the other that execution of this Agreement and performance of its obligations will not violate or result in a default under (i) any material agreement or instrument to which it is a party, (ii) any obligation or duty it may otherwise have to any third party or (iii) any statute, ordinance, governmental rule or regulation in any material respect, or order, judgment, injunction, decree, or ruling of any court or administrative agency applicable to it, which default would



materially interfere with the performance of its obligations hereunder.

12.4. License in Good Standing

Affiliate warrants that its FCC license is in good standing and that Affiliate will maintain its license in good standing.

12.5. Exploitation of Rights by Third Parties

The CW makes no representation concerning the exploitation by third parties of any rights in the CW Programs not controlled by The CW.

**13. Indemnity**

13.1. CW Indemnities

The CW will indemnify Affiliate, its employees, officers, directors and any entity which is a owner of Affiliate or wholly-owned subsidiary or entity under common control with Affiliate (the "Affiliate Parties") from and against any and all claims, damages, liabilities, costs and expenses arising out of the broadcast, pursuant to this Agreement, of CW Programs as furnished by The CW to the extent that such claims, damages, liabilities, costs and expenses are based upon alleged libel, slander, defamation, invasion of the right of privacy, or violation or infringement of copyright or literary or dramatic rights, or of FCC regulations; provided, no such indemnity will be due from The CW to the extent any such claims, damages, liabilities, costs and expenses are based upon any material Affiliate adds to or deletes from to such CW Programs.

The CW will indemnify Affiliate Parties from and against all claims, damages, liabilities, costs and expenses arising out of The CW's breach of its representations and warranties set forth in this Agreement.

13.2. Affiliate Indemnities

Affiliate will indemnify (i) The CW and any entity which is a member of The CW or is a wholly-owned subsidiary or entity under common control with The CW, and (ii) any entity affiliated with any member of The CW including any entity which is a partner with any member of The CW Network, LLC or is a wholly-owned subsidiary or entity under common control with any member of The CW Network, LLC (the "CW Parties") from and against any and all third-party claims, damages, liabilities, costs and expenses arising out of the broadcasting of CW Programs to the extent that such claims, damages, liabilities, costs and expenses arise out of Affiliate's telecast, use or distribution of CW Programs and promotional materials: (i) other than as permitted herein and (ii) to the extent any such claims, damages, liabilities, costs and expenses are based upon any material that Affiliate adds to or deletes from CW Programs.

Affiliate will indemnify The CW Parties against and from all third party claims, damages, liabilities, costs and expenses arising out of Affiliate's breach of its representations and warranties set forth in this Agreement.

13.3. Notice

Furthermore, each party will so indemnify the other only if the indemnitee gives the indemnitor prompt notice of any claim or litigation to which its indemnity applies; provided that late notice that is not material or that does not frustrate the purpose of this paragraph will not relieve the obligations

of indemnitor hereunder.

The indemnitor will have the right to control the course and conduct of such defense, and the indemnitee will cooperate fully with the indemnitor in defending such claim. Any such indemnitee will have the right, in its discretion and at its sole expense, to retain independent counsel and to participate in any such defense.

**14. Music**

The CW warrants that the performing rights to the music contained in the CW Programs will be (i) controlled by a performance rights society, (ii) in the public domain, or (iii) controlled by The CW to the extent necessary to permit Affiliate's use hereunder. The CW does not represent or warrant that Affiliate may exercise the performing rights to such music without paying a performing rights royalty or license fee. Affiliate will, at its sole cost and expense, secure all performing rights licenses necessary for the telecast of the music contained in each of the CW Programs.

**15. Assignment or Transfer of Agreement or Station License:**

**15.1. CW Approval of Assignment or Transfer**

Subject to The CW's right of approval as set forth below, Affiliate will prior to the effective date of any assignment or transfer of this Agreement (provided that this Agreement may only be assigned or transferred in connection with (i) a controlling interest in Affiliate, (ii) the Station license, or in the event that the CW program stream is Reassigned to another in-market broadcast station procure in a written form satisfactory to The CW the agreement of the proposed assignee or transferee to assume and perform this Agreement and any other agreement with reference to Station between Affiliate and The CW in its entirety without limitation of any kind, as of the effective date of transfer ("Assignee Letter"). Upon acceptance of the Assignee Letter as indicated by the signatures of The CW and the proposed assignee or transferee, the provisions of this Agreement and any other agreement with reference to Station between Affiliate and The CW will, effective upon the date of such transfer, be applicable to such transferee.

15.1.1. Non-assignable Provisions: Notwithstanding the foregoing, the following provisions of this Agreement are not assignable to any unrelated third party other than any entity owned or controlled by Sinclair Broadcast Group, Inc. or Cunningham Broadcasting Company):

■ [REDACTED]  
■ [REDACTED]  
■ [REDACTED]  
■ [REDACTED]

In addition, the following provisions of this Agreement are not assignable to any unrelated third party other than any entity owned or controlled by Sinclair Broadcast Group, Inc. or Cunningham Broadcasting Company), but if an Affiliate exercises a right or receives an actual benefit granted in the following provisions, then the new affiliate will not relinquish such benefit:

■ [REDACTED]  
■ [REDACTED]

[REDACTED]

In addition, The CW will require of any assignee the right to approve joint sales agreements and similar contracts (which shall not be unreasonably withheld) and The CW will replace the spectrum auction language in Section 1.6. The Programming Fee to be paid by the assignee will be the fee allocated as set forth in Section 6.

15.2. Assignment or Transfer of Affiliation Agreement

This Agreement will not be assigned by Affiliate without the prior written consent of The CW, which shall not be unreasonably withheld, and subject to acceptance of the Assignee Letter as indicated by the signatures of The CW and the proposed assignee or transferee.

15.3. Assignment or Transfer of Station License

If any application is made to the FCC concerning a purported, attempted or actual transfer of control of Affiliate or assignment or transfer of the Station license, Affiliate will notify The CW immediately in writing of the filing of such application. The CW will have the right to terminate this Agreement upon twenty days advance notice, unless the transfer of control or assignment is pursuant to a Short Form Assignment or Transfer as set forth below, provided that CW shall have no right to terminate if Affiliate withdraws such application upon notice from the CW.

If the transfer of control of assignment is pursuant to an assignment or transfer of control provided for by 47 C.F.R. §73.3540(f) (a short-form assignment or transfer of control that does not involve a material assignment or transfer of control) or successor thereto ("Short Form Assignment or Transfer"), the Assignee Letter must be accepted as indicated by the signatures of The CW and the proposed assignee or transferee.

15.4. Assignments in Violation

Any purported assignment or transfer in violation of this Section 15 will be null and void *ab initio*, will not be enforceable, and will not relieve the purported assignor of all its obligations hereunder.

In the event that (a) Affiliate breaches its obligation to procure the assumption of this Agreement by the assignee or transferee in accordance with the terms of an Assignee Letter, executed by The CW and the assignee or transferee or (b) The CW terminates this agreement under Section 15.3, Affiliate acknowledges that The CW will sustain irreparable injuries and is entitled at its sole and exclusive election to injunctive relief to prevent any such assignment or transfer of the Agreement or to terminate the Agreement and that The CW will have all rights and remedies available for such breach, including, but not limited to specific performance and damages as set forth in Section 16.7 below.

15.5. Assignment by The CW

The CW may assign this Agreement to (i) any entity affiliated with The CW (including any entity which is a member of The CW Network, LLC or is a wholly-owned subsidiary or entity under common control with The CW) (ii) any entity affiliated with any member of The CW Network, LLC, (including any entity which is a partner with any member of The CW Network, LLC or is a wholly-owned

subsidiary of or entity under common control with any member of The CW Network, LLC) or (iii) any entity acquiring all, or substantially all, of the assets or business of The CW (including acquisition through a merger or a sale of a controlling equity interest in the CW), provided that such assignee or transferee agrees to assume and perform this Agreement and any other agreement with reference to Station between Affiliate and The CW in its entirety without limitation of any kind, as of the effective date of transfer. All assignments hereunder will release the assignor from its obligations hereunder with respect to periods from and after the effective date of such assignment and substitute the assignee therefor.

The assignor (The CW or Affiliate as the case may be) will notify the other party promptly following the consummation of any assignment for which consent is not required under this paragraph.

## **16. Termination Rights**

### **16.1. Termination on Change of Transmitter Location, Power, Frequency or Hours of Operation of Licensed Station**

In the event that the locations of the Station's transmitters, Station's power, frequency, channel mapping, bandwidth allocation, other operational parameters, programming format or hours of operation are materially changed at any time during the Term so that Affiliate is of materially less value to The CW as a Affiliate of The CW Programs than at the date of this Agreement, then The CW will have the right to terminate this Agreement upon thirty days' prior written notice, unless such breach is cured within such thirty days. Affiliate will notify The CW immediately in writing if application is made to the FCC to modify permanently in a material manner the transmitter location, power or frequency of Station or if Affiliate plans to modify permanently in a material manner the hours of operation or programming format of Station.

At any time during the Term if Station is off the air, or operating at less than fifty percent of its licensed power, for a period of seventy-two hours or longer, Affiliate must immediately notify The CW. The CW may terminate this Agreement with reference to Station upon thirty days' prior written notice in the event that Station is off the air for a period exceeding thirty days or if is operating at less than fifty percent of its full licensed power for a period exceeding 120 days, unless such breach is cured within such thirty days.

### **16.2. Termination in the Event of Bankruptcy**

Upon one month's notice, either party may terminate this Agreement if a petition in bankruptcy is filed by or on behalf of the other or if the other otherwise takes advantage of any insolvency law, or an involuntary petition in bankruptcy is filed against the other and not dismissed within thirty days thereafter, or if a receiver or trustee of any of the other's property is appointed at any time and such appointment is not vacated within thirty days thereafter.

### **16.3. Termination in the Event of Breach**

Each party, effective upon forty-five days written notice to the other, may, in addition to its other rights, terminate this Agreement if any material representation, warranty or agreement of the other party contained in this Agreement has been breached in any material respect and not cured within thirty days following such notice.

### **16.4. Termination in the Event of Cessation of The CW**

The CW will, within its sole discretion and without liability, have the right to terminate this Agreement so long as The CW (i) provides six months prior written notice to Affiliate and (ii) is ceasing operation as a broadcast television network.

#### 16.5. Remedies, Damages

In addition to the termination rights set forth herein, the parties reserve the right to seek all remedies at law and equity. All remedies of either party will be deemed cumulative and the pursuit of any one remedy will not be deemed a waiver of any other remedy.

Affiliate agrees that Affiliate's obligations hereunder are of a special, unique, unusual and extraordinary character which give them a peculiar value such that Affiliate's failure to comply with such obligations cannot be reasonably or adequately compensated by damages in an action at law, and that a breach of Affiliate's obligations hereunder will cause The CW to suffer irreparable injury and damage. Affiliate hereby expressly agrees that The CW will be entitled to injunctive or equitable relief, including, without limitation, specific performance, to prevent or cure any breach or threatened breach of Affiliate's obligations hereunder. The CW's resort to injunctive or equitable relief, however, will not be construed as a waiver of any other rights which The CW may have against Affiliate for damages or otherwise.

For clarity and without limitation to the above, in the event that Affiliate terminates the affiliation prior to the end of the full stated Term Affiliate acknowledges that The CW will sustain irreparable injuries and is entitled to injunctive relief to prevent any such termination of the affiliation before the end date of this Agreement and that The CW will have all rights and remedies available for such breach, including, but not limited to specific performance and damages.

#### 17. Confidentiality

All parties to this Agreement will use best efforts to preserve the confidentiality, to the fullest extent permissible by law, of this Agreement, including the appendices, exhibits and schedules hereto, and the terms and conditions set forth herein, and any discussions or negotiations related thereto (the "Confidential Information"). If a party or any of its affiliates or representatives is required by any law, regulation, legal process, or the requirement of any stock exchange or market on which the securities of such party or its affiliates are listed (the "disclosing party"), to disclose any Confidential Information, the disclosing party will (i) immediately consult with and assist the other party in obtaining an injunction or other appropriate remedy to prevent disclosure, and (ii) use its best efforts to obtain a protective order or other reliable assurance that confidential treatment will be accorded to any Confidential Information, as may be requested by the other party. Any press release in connection with entering into this Agreement will be made jointly by the parties. Notwithstanding any other provision of this Agreement to the contrary, this Section will survive the expiration or termination of this Agreement.

#### 18. Miscellaneous

##### 18.1. Relationship

The relationship between the parties herein is strictly that of a licensor and licensee. Nothing contained in this Agreement will create any partnership, joint venture, fiduciary or agency relationship between The CW and Affiliate nor will anything contained herein be deemed to constitute a sale or rental of any CW Program. Each party is acting independently hereunder and will independently discharge all obligations imposed on it by any applicable federal, state or local law, regulation or order now or hereinafter in force or effect.

##### 18.2. Titles

The titles of the paragraphs of this Agreement are for convenience only and will not in any way affect the interpretation of this Agreement or any part thereof.

18.3. Benefit

This Agreement is not for the benefit of any third party and will not be deemed to grant any right or remedy to any third party whether or not referred to herein.

18.4. Complete Agreement

This Agreement, which includes, without limitation, the schedules, exhibits and riders attached hereto, constitutes the entire understanding between The CW and Affiliate with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, representations, warranties, statements, promises, arrangements and understandings, either oral or written, express or implied, with respect to the subject matter hereof. Each party acknowledges that no representation or agreement not expressly contained in this Agreement has been made to the other party or any of such party's agents, employees or representatives. This Agreement may not be modified or amended except in writing signed by each party hereto and no changes, amendments, assignments or waivers hereof will be binding upon either party until accepted in writing by a duly authorized officer of such party.

18.5. Applicable Law; Jurisdiction

The obligations of Affiliate and The CW under this Agreement are subject to all applicable federal, state and local law, rules and regulations and this Agreement and all matters or issues collateral thereto will be governed by the law of the State of New York applicable to contracts performed entirely therein.

18.6. Severability

If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other governmental authority (including, without limitation, the FCC) to be invalid, void or unenforceable, (i) the remainder of the terms, provisions, covenants and restrictions of this Agreement will remain in full force and effect and will in no way be affected, impaired or invalidated, and (ii) to the fullest extent possible, the provisions of this Agreement (including, without limitation, all portions of any section of this Agreement containing such provision held to be invalid, illegal or unenforceable that are not themselves invalid, illegal or unenforceable) will be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable.

18.7. Waiver

A waiver by either party of any breach of this Agreement will not be deemed a waiver of any prior or subsequent breach hereof. No waiver will be effective unless in writing. The exercise of any right will not be deemed a waiver of any other right or of any default of the other party. All remedies of either party will be deemed cumulative and the pursuit of any one remedy will not be deemed a waiver of any other remedy. Neither party shall, for any reason or under any legal theory, be liable to the other party or any third party for any special, indirect, incidental or consequential damages or for loss of profits, revenues, data or services, regardless of whether such damages or loss was foreseeable or regardless of whether it was informed or had direct or implied knowledge of the possibility of such damages or loss in advance.



18.8. Binding

This Agreement and all rights and all obligations hereunder will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns hereunder.

18.9. Execution in Counterparts, Facsimile

This Agreement may be executed in one or more counterparts, each of which will, for all purposes, be deemed an original, and all of such counterparts together will constitute one and the same Agreement. Signatures sent by facsimile or .pdf format shall be deemed originals.

18.10. Notices

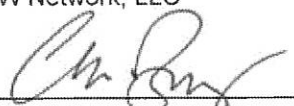
All notices, statements and other documents which either party is required to give hereunder will be in writing and will be given either by personal delivery, overnight mail, certified or registered mail or facsimile (except as otherwise provided herein). Delivery of any notice, statement or other document to either party will be deemed complete if and when such notice, statement or document is personally delivered to such party, upon receipt by such party of a facsimile, or upon its deposit in the mail, postage pre-paid, registered or certified mail, return receipt requested, and addressed to the recipient at the address set forth herein. All notices given to Affiliate hereunder will be sent to the President of Affiliate at the address given above with a copy to the General Counsel, Sinclair Broadcast Group or otherwise as Affiliate may designate in writing from time to time in accordance with this paragraph. All notices given to The CW hereunder will be sent to the attention of the Senior Vice President, Distribution at the address given above, or otherwise as The CW may designate in writing from time to time in accordance with this paragraph.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first written above.

Sinclair Broadcast Group, Inc.

The CW Network, LLC

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

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

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

Title: SVP, NETWORK DISTRIBUTION

Date: \_\_\_\_\_

Date: \_\_\_\_\_

18.8. Binding

This Agreement and all rights and all obligations hereunder will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns hereunder.

18.9. Execution in Counterparts, Facsimile

This Agreement may be executed in one or more counterparts, each of which will, for all purposes, be deemed an original, and all of such counterparts together will constitute one and the same Agreement. Signatures sent by facsimile or .pdf format shall be deemed originals.

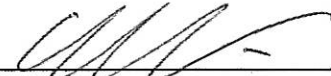
18.10. Notices

All notices, statements and other documents which either party is required to give hereunder will be in writing and will be given either by personal delivery, overnight mail, certified or registered mail or facsimile (except as otherwise provided herein). Delivery of any notice, statement or other document to either party will be deemed complete if and when such notice, statement or document is personally delivered to such party, upon receipt by such party of a facsimile, or upon its deposit in the mail, postage pre-paid, registered or certified mail, return receipt requested, and addressed to the recipient at the address set forth herein. All notices given to Affiliate hereunder will be sent to the President of Affiliate at the address given above with a copy to the General Counsel, Sinclair Broadcast Group or otherwise as Affiliate may designate in writing from time to time in accordance with this paragraph. All notices given to The CW hereunder will be sent to the attention of the Senior Vice President, Distribution at the address given above, or otherwise as The CW may designate in writing from time to time in accordance with this paragraph.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first written above.

Sinclair Broadcast Group, Inc.

The CW Network, LLC

By: 

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

Title: CTO

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

Date: 7/7/15

Date: \_\_\_\_\_

# APPENDIX A

**CW 1-99 Owned and operated by Sinclair**

	Digital channel	Virtual Channel	DMA	Licensed Community	Affiliate	
WCWN	43	45.1	Albany-Schenectady-Troy NY	Schenectady NY	WCWN Licensee, LLC	
WNUV	40	54.1	Baltimore MD	Baltimore MD	Baltimore (WNUV-TV) Licensee, Inc.	LMA/JSA
WTO	28	21.1	Birmingham AL	Homewood AL	WTO Licensee, LLC	
WKRC	12	12.2	Cincinnati OH	Cincinnati OH	WKRC Licensee, LLC	
KFRE-TV	36	59.1	Fresno-Visalia CA	Sanger CA	KFRE Licensee, LLC	
WWMT	8	3.2	Grand Rapids-Kalamazoo-Battle Creek MI	Kalamazoo MI	WWMT Licensee, LLC	
WCWF	21	14.1	Green Bay-Appleton WI	Suring WI	WCWF Licensee, LLC	
WLYH-TV	23	15.1	Harrisburg-Lancaster-Lebanon-York PA	Lancaster PA	Nexstar Broadcasting, Inc.	LMA
KVCW	29	33.1	Las Vegas NV	Las Vegas NV	Channel 33, Inc.	
WVTV	18	18.1	Milwaukee WI	Milwaukee WI	WVTV Licensee, Inc.	
WUCW	22	23.1	Minneapolis MN	Minneapolis MN	KLGT Licensee, LLC	
KOCB	33	34.1	Oklahoma City OK	Oklahoma OK	KOCB Licensee, LLC	
KXVO	38	15.1	Omaha NE	Omaha NE	Mitts Telecasting Company, LLC	LMA
WLFL	27	22.1	Raleigh-Durham NC	Raleigh NC	WLFL Licensee, LLC	
WSTM-TV	24	3.2	Syracuse NY	Syracuse NY	WSTQ Licensee, LLC	
WSTQ-LP	14 <sup>1</sup>		Syracuse NY	Syracuse NY	WSTQ Licensee, LLC	SSA
WTVX	34	34.1	West Palm Beach-Fort Pierce FL	Fort Pierce FL	WTVX Licensee, LLC	

<sup>1</sup> Analog Channel 14