

NEWS SHARE AGREEMENT AMENDMENT #2

This News Share Agreement Amendment #2 ("Amendment #2") is by and between Sinclair Properties, LLC d/b/a KBSI ("KBSI") and Gray Media Group, Inc. dba KFVS, successor in interest to KFVS, LLC ("KFVS") and amends that certain News Share Agreement between the parties dated October 1, 2013 which was amended on October 1, 2016 (the "Agreement"). This Amendment #2 is effective October 1, 2019. Capitalized terms used in this Amendment #2 that are not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

In consideration of the mutual benefits conferred upon the parties and for other good and valuable consideration, the sufficiency of which is hereby mutually acknowledged, the parties agree as follows:

1. **Section 1.a.** The following sentence shall be added as the last sentence of Section 1.a (The Newscast): "*KBSI shall have the right to simulcast the Newscast on WDKA at 9 p.m.*"
2. **Section 1.c.** The following sentence shall be added as the last sentence of Section 1.c (Title/Format/Content): "*KFVS will format the Newscast to include (i) a five second (:05) billboard prior to the weather segment for KBSI to sell a weather sponsorship, and (ii) a five second (:05) billboard prior to the sports segment for KBSI to sell a sports sponsorship (and KBSI shall have the exclusive right to sell said sponsorships and retain all revenue therefrom).*"
3. **Section 2.a.** Section 2.a (Term and Renewal) shall be deleted in its entirety and replaced with the following:

"a. Term and Renewal. The original term ("Original Term") of this Agreement shall commence on [REDACTED]. The first amendment term shall commence on [REDACTED] ("Amendment Term"). The second amendment term shall commence on [REDACTED] ("Second Amendment Term"). All references to the term in the Agreement, the Amendment Term and in this Amendment #2 shall be inclusive of both the Original Term, Amendment Term and Second Amendment Term, unless otherwise specified. The parties agree to begin negotiating, exclusively, in good faith, a renewal of the Agreement between [REDACTED] prior to the Agreement's expiration; provided, however, each party shall have the right to determine in its sole and absolute discretion whether or not to agree to such renewal."
4. **Section 4.c.** Section 4.c (Amendment Term Fee) shall be deleted in its entirety and replaced with the following:

"c. Second Amendment Term Fee. For the duration of the Second Amendment Term, KBSI shall pay KFVS a yearly fee as follows:



[REDACTED]

[REDACTED]

- 5. **Integration.** This Amendment #2 and the Agreement set forth the Parties' entire agreement with respect to the subject matter hereof and thereof. Except as expressly modified by this Amendment #2, each and every term and condition set forth in the Agreement, and each Party's rights and obligations thereunder, shall remain in full force and effect in accordance with their terms.

- 6. **Counterparts: Facsimile.** This Amendment #2 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 Amendment #2 may be delivered by facsimile or by other means of electronic transmission, such as e-mail, and will be binding upon the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment #2 to be executed by their duly executed officers.

GRAY MEDIA GROUP, INC dba KFVS	Sinclair Properties, LLC
By: <u></u>	By: <u></u>
Name: <u>Chris Conroy</u>	Name: <u>Christopher Ripley</u>
Title: <u>VP/GM KFVS-GRAY</u>	Title: <u>Authorized Signatory</u>

NEWS SHARE AGREEMENT AMENDMENT

This Amendment to that certain News Share Agreement, effective October 1, 2013 (the "Agreement"), is entered into by and between Sinclair Properties, LLC d/b/a KBSI-TV ("KBSI") and KFVS, LLC ("KFVS"). This Amendment is effective October 1, 2016 (the "Amendment Effective Date"). Capitalized terms used in this Amendment that are not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

In consideration of the mutual benefits conferred upon the parties and for other good and valuable consideration, the sufficiency of which is hereby mutually acknowledged, the parties agree as follows:

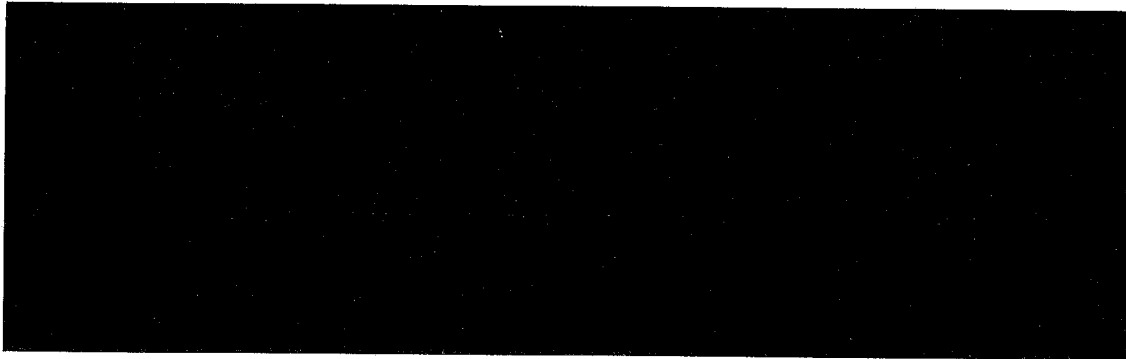
1. **Term.** Section 2(a) (Term and Renewal) shall be deleted in its entirety and replaced with the following:

"a. **Term and Renewal.** The original term ("Original Term") of this Agreement shall commence on [REDACTED]. The amendment term ("Amendment Term") of this Agreement shall commence on [REDACTED]. All references to term in the Agreement and Amendment shall be inclusive of both the Original Term and Amendment Term, unless otherwise specified. The parties agree to begin negotiating, exclusively, in good faith, a renewal of the Agreement between [REDACTED] prior to the Agreement's expiration; provided, however, each party shall have the right to determine in its sole and absolute discretion whether or not to agree to such renewal."

2. **Original Term Fee.** Section 4(b) (Fee) shall be renamed "Original Term Fee" and shall be amended to include a new subsection (v) as follows:

"v. All terms of this Section 4(b) shall apply during the Original Term only."

3. **Amendment Term Fee.** Section 4(c) shall be added as follows:



4. **Integration.** This Amendment and the Agreement set forth the parties' entire agreement with respect to the subject matter hereof and thereof. Except as expressly modified by this Amendment, each and every term and condition set forth in the Agreement, and each Party's rights and obligations thereunder, shall remain in full force and effect in accordance with its terms for the duration of the Term.
5. **Counterparts; Facsimile.** This Amendment 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 Amendment may be delivered by facsimile or by other means of electronic transmission, such as e-mail, and will be binding upon the parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their duly executed officers.

KFVS LLC

By: 

Name: Dave Thomason

Title: VP/GM

SINCLAIR PROPERTIES, LLC

By: 

Name: David R. Bochenek

Title: Authorized Signatory

NEWS SHARE AGREEMENT

THIS NEWS SHARE AGREEMENT (the "Agreement") is effective October 1, 2013, by and between Sinclair Properties, LLC d/b/a KBSI-TV ("KBSI") and KFVS, LLC ("KFVS"). KBSI and KFVS shall be individually referred to as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, on or about [REDACTED], the parties entered into a news share agreement ("Prior Agreement"), whereby KBSI procures from KFVS a live feed newscast, consistent with industry standards, fully produced by KFVS for broadcast on KBSI-TV;

WHEREAS, the Prior Agreement expires [REDACTED];

WHEREAS, KBSI wishes to continue to procure such a newscast from KFVS, and KFVS wishes to continue to provide such a newscast to KBSI, under the following terms and conditions:

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:

I. ENGAGEMENT.

a. The Newscast. KFVS shall produce and provide to KBSI a live newscast (the "Newscast") for broadcast on KBSI-TV (KBSI-TV's main digital channel) from 9:00 p.m. to 9:57 p.m. Central time Sundays through Saturdays throughout the term of this Agreement. KBSI shall have the right to tape-delay the Newscast if required due to Fox Network programming which continues past 9:00 p.m. provided that KBSI includes a "Recorded Earlier" bug in the upper left hand corner of the screen. The Newscast shall be transmitted by technology determined by mutual agreement of the Parties.

b. Digital. KFVS will license 10 stories electronically to KBSI, daily (Monday through Friday), which are considered by KFVS in good faith to be of local interest, for KBSI to post on www.kbsi23.com only. The stories will be delivered electronically in a mutually agreeable format, and many stories will be provided with accompanying video. KBSI agrees and acknowledges that this license is non-exclusive and will cease upon the termination or expiration of this Agreement. KBSI will not change the stories in any way, will not sublicense them and will not use them for any purpose other than posting them on www.kbsi23.com. KBSI will promptly remove from its website any stories requested by KFVS in writing.

c. Title/Format/Content. The title of the Newscast shall be "Heartland News at Nine on Fox 23". The format of the Newscast shall include news, weather and sports. The quality of the Newscast shall be substantially consistent with KFVS's present news production quality, and the Newscast shall be closed captioned using electronic newsroom technique (ENR). KFVS may not (a) broadcast any editorials in the Newscast, or (b) include any product placement or similar opportunities in the Newscast, or (c) mention any of KFVS's programming during the Newscast, *provided, however*, KFVS may mention KFVS's 10:00 p.m. newscast from time to time in the event of a breaking news story. KFVS shall consider in good faith requests from KBSI for specific feature stories and/or other content to air in the Newscast from time to time. The Newscast may not be changed or altered in any way (including without limitation squeezed or keyed over) by KBSI, except for the insertion of commercials during the commercial breaks.

d. Commercial Time. The Newscast will be formatted for between thirty-five (35) and thirty-eight (38) thirty second (:30) commercial equivalents, as determined by KBSI in its sole and absolute discretion, provided that KFVS shall be entitled, without cost, to one spot (i.e., a 30-second spot) for promotion of KFVS's newscast during each Newscast. KBSI and KFVS will determine the exact commercial format of the Newscast. KBSI shall retain the exclusive right to sell all commercial time during the Newscast (including, with the approval of KFVS, which shall not be unreasonably withheld, weather and sports sponsorships and other sponsorship opportunities, if any).

e. Personnel/Anchors. For the majority of the time, KFVS will furnish the anchors for the Newscast that will appear on KFVS's 10:00 p.m. newscast the same evening. The anchors and other personnel shall remain on the payroll of KFVS, and shall at all times be subject to KFVS's work practices, benefit programs and standards. KFVS will not substitute other anchors on a permanent basis who are not anchors of KFVS's 10:00 p.m. newscast unless KBSI has given its prior written consent. No anchor, reporter or other individual may promote or endorse any business, service, political candidate, or political cause during the Newscast. Should KBSI request a new primary anchor, KBSI will be solely responsible for all salary, benefits, expenses and contractual obligations of such anchor.

f. Graphics/Set Design. All production values, graphics, and set design of the Newscast shall be determined by KFVS with the advice of KBSI.

g. Editorial review. KFVS shall maintain, at all times, a system of editorial review, prior to broadcast, of all investigative reports and other stories prepared by KFVS personnel.

h. Other Content. In addition to the Newscast, KFVS will use reasonable efforts to furnish one topical/teaser on the Newscast to KBSI prior to 5 p.m. each weekday and one generic topical for weekends. In the event that any topical/teaser relating to the Newscast is not furnished by KFVS on a weekday, then KFVS will provide a generic topical in its place.

i. VOD and Retransmission Consent Rights. Notwithstanding anything to the contrary contained herein, KBSI shall have the right to grant video-on-demand ("VOD") rights to the Newscast to multi-channel video program distributors for access via television (not internet), and news crawls may be included in the Newscast as a result of an agreement entered into by KBSI in connection with retransmission consent. No expense incurred by KBSI, or revenue received by KBSI, with regard to such VOD rights and news crawls shall be included in the revenue-share calculation in the Agreement. Any additional expenses (for example, any additional costs to AP) will be KBSI's responsibility.

j. Copyright. KFVS will own the copyright to each Newscast production. KBSI's rights with respect to the Newscast are limited to the rights expressly provided in this Section 1 and in Section 3, and KFVS's rights with respect to the Newscast are subject to the limitation set forth in Section 3. KFVS (or one of its related or affiliated companies) will retain the copyright to the stories that are licensed to KBSI for its website hereunder.

2. TERM, RENEWAL AND TERMINATION.

a. Term and Renewal. The term of this Agreement shall commence on [REDACTED]. The parties agree to begin negotiating, exclusively, in good faith, a renewal of the Agreement between April 1st and June 30th prior to the Agreement's expiration; provided, however, each party shall have the right to determine in its sole and absolute discretion whether or not to agree to any such renewal.

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 (in addition, the non-breaching party will be entitled to all its other rights and remedies at law against the breaching party); or

iv. if KFVS materially breaches its obligations hereunder and such breach would have an adverse effect on the KBSI's FCC license.

c. Notwithstanding anything in this Agreement to the contrary, either party will have the right to terminate this Agreement at any time, without cause, upon one hundred eighty (180) days prior written notice to the other party.

3. PROGRAMMING


a. Rebroadcast Rights. KBSI will have the right to rebroadcast the Newscast on television once each day after midnight on one of KBSI-TV's digital channels (KBSI-TV's main digital channel or one of its multicast channels). KFVS will have no right to rebroadcast the Newscast in its entirety, or substantially in its entirety, in any medium.

b. Control. KFVS 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), provided that the KFVS' fee will be increased by an amount equal to any increases to KFVS's cost to produce and deliver the Newscast directly resulting from any changes to the FCC's requirements; provided, however that KBSI shall have the right to terminate this Agreement if it does not agree to pay the additional amount. KBSI 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, KBSI could reject any Newscast, or portion thereof, if it determines, in its sole and absolute discretion, that the broadcast of such material may violate applicable laws or otherwise be contrary to public interest. For purposes of clarification, there will be no deductions from payments due to KFVS under this Agreement if the Newscast is preempted or delayed by KBSI.

c. Other Content. During the term of the Agreement, KFVS will furnish KBSI with severe weather watches/warnings and school closing information, as the same becomes available to KFVS during the 9:00pm to 10:00pm time period for inclusion in the Newscast. Such information may not be used by KBSI in any other format or time period.

4. EXPENSES, MONTHLY FEE AND REVENUE SHARE





5. PROMOTION. KFVS and KBSI agree that the ratings and financial success of the Newscast will be enhanced by mutual on-air promotion of the Newscast; therefore, KFVS and KBSI 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 mutually approved by both parties.

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 ten (10) days 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, KFVS shall maintain libel/defamation/First Amendment liability insurance or broadcast liability insurance. KFVS shall name KBSI and Sinclair Broadcast Group, Inc. as additional insureds on KFVS's liability policies referenced herein and any renewals/replacements thereof. KBSI shall name KFVS and Raycom Media, Inc. as additional insureds on KBSI's 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 within five (5) days following receipt by the insured Party of notice of termination. 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.

7. FORCE MAJEURE. If KFVS is prevented from making timely delivery of the Newscast, as herein provided, or if KBSI is prevented from exhibiting 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 Federal Communication Commission ("FCC"), or any other cause or reason beyond the control of KFVS or KBSI, as the case may be, such failure shall not be a breach of this Agreement. Notwithstanding the foregoing, if KFVS does not provide the Newscast(s) to KBSI due to a force majeure event, the Contract Year Minimum Payment shall be prorated and reduced for such undelivered Newscast(s).

8. INDEMNIFICATION

a. KBSI hereby indemnifies, defends and holds harmless KFVS, including its affiliated companies, 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 KFVS and/or its affiliated companies as a result of the violation or breach by KBSI of any representations, warranties, covenants or other responsibilities of KBSI pursuant to this Agreement or as a result of any advertisements in the Newscast; and KFVS hereby indemnifies, defends and holds harmless KBSI, including its affiliated companies, 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 KBSI and/or its affiliated companies as a result of the violation or breach by KFVS of any representation, warranties, covenants or other responsibilities of KFVS pursuant to this Agreement or as a result of KBSI's broadcast of the Newscast in accordance with this Agreement.

b. KBSI or KFVS, 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. EXCLUSIVITY. During the term of this Agreement, KFVS shall not produce television newscasts to air from 9:00 p.m. to 9:57 p.m. with, or for, any multi-channel video program distributor (including, but not limited to, broadcast, cable and satellite television) serving the Cape Girardeau, Missouri designated market area, as defined by Nielsen Media Research, other than KBSI. During the term of this Agreement, KBSI shall not produce a local newscast, nor broadcast a local newscast (other than the Newscast) in the Cape Girardeau, Missouri designated market area, as defined by Nielsen Media Research.

10. MISCELLANEOUS.

a. Notices. The delivery of any statement or the giving of any notice provided for herein or required herein may be effective upon receipt by (i) delivery by a recognized overnight carrier such as Federal Express or UPS, 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 KFVS:

KFVS12
310 Broadway
P.O. Box 100
Cape Girardeau, MO 63701
Attention: General Manager

with a copy to: Raycom Media, Inc.
Attn: General Counsel
201 Monroe St., 20th Floor
Montgomery, AL 36104

If to KBSI:

KBSI-TV
806 Enterprise
Cape Girardeau, MO 63703
Attention: General Manager

with a copy to: Sinclair Television Group, Inc.
10706 Beaver Dam Road
Cockeysville, MD 21030
Attention: General Counsel

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 written 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 KBSI-TV.

c. Severability. Any provision under applicable law or regulations which supersedes or invalidates 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/Attorney Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, in all respects, including matters of construction, validity and performance. In the event of any litigation between the parties, the losing party will reimburse the prevailing party for the reasonable attorney fees incurred by the prevailing party.

e. Assignment/Benefit. Neither party shall assign its rights or obligations hereunder without the prior written consent of the other party, except that (i) KBSI will assign this Agreement to a purchaser of all or substantially all of the assets or ownership interests of KBSI-TV without having to obtain the consent of KFVS, and (ii) KFVS will

assign this Agreement to a purchaser of all or substantially all of the assets or ownership interests of KFVS-TV without having to obtain the consent of KBSL. 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.

KFVS, LLC

By: 

Name: Terry Ingram

Title: Vice President & General Manager

SINCLAIR PROPERTIES, LLC

By: 

Name: David R. Cochenek

Title: Authorized Signatory

NEWS SHARE AGREEMENT

THIS NEWS SHARE AGREEMENT (the "Agreement") is made and entered into this 28th day of July, 2010, by and between Sinclair Properties LLC d/b/a KBSI-TV ("KBSI") and KFVS, LLC ("KFVS"). KBSI and KFVS shall be individually referred to as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, KBSI wishes to procure from KFVS a live feed newscast, consistent with industry standards, fully produced by KFVS for broadcast on KBSI-TV, and KFVS wishes to provide such a newscast to KBSI;

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 Newscast. KFVS shall produce and provide to KBSI a live newscast (the "Newscast") for broadcast on KBSI-TV (KBSI-TV's main digital channel) from 9:00 p.m. to 9:57 p.m. Central time Sundays through Saturdays throughout the term of this Agreement. KBSI shall have the right to tape-delay the Newscast if required due to Fox Network programming which continues past 9:00 p.m., provided that KBSI includes a "Recorded Earlier" bug in the upper left hand corner of the screen. The Newscast shall be transmitted by technology determined by mutual agreement of the Parties.

b. Title/Format/Content. The title of the Newscast shall be mutually agreed upon by the Parties. The format of the Newscast shall include news, weather and sports. The quality of the Newscast shall be substantially consistent with KFVS's present news production quality, and the Newscast shall be closed captioned using electronic newsroom technique (ENR). KFVS may not (a) broadcast any editorials in the Newscast, or (b) include any product placement or similar opportunities in the Newscast, or (c) mention any of KFVS's programming during the Newscast, *provided, however*, KFVS may mention KFVS's 10:00 p.m. newscast from time to time in the event of a breaking news story. KFVS shall consider in good faith requests from KBSI for specific feature stories and/or other content to air in the Newscast from time to time. The Newscast may not be changed or altered in any way (including without limitation squeezed) by KBSI, except for the insertion of commercials during the commercial breaks.

c. Commercial Time. The Newscast will be formatted for between thirty-five (35) and thirty-eight (38) thirty second (:30) commercial equivalents, as determined by KBSI in its sole and absolute discretion, provided that KFVS shall be entitled, without cost, to one spot (i.e., a 30-second spot) for promotion of KFVS's newscast during each

Newscaat. KBSI and KFVS will determinate the exact commercial format of the Newscaat. KBSI shall retain the exclusive right to sell all commercial time during the Newscaat (including, with the approval of KFVS, which shall not be unreasonably withheld, weather and sports sponsorships and other sponsorship opportunities, if any).

d. Personnel/Anchors. For the majority of the time, KFVS will furnish the anchors for the Newscaat that will appear on KFVS's 10:00 p.m. newscaat the same evening. The anchors and other personnel shall remain on the payroll of KFVS, and shall at all times be subject to KFVS'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 Newscaat.

e. Graphics/Set Design. All production values, graphics, and set design of the Newscaat shall be determined by KFVS with the advice of KBSI.

f. Editorial review. KFVS shall maintain, at all times, a system of editorial review, prior to broadcast, of all investigative reports and other stories prepared by KFVS personnel.

g. Other Content. In addition to the Newscaat, KFVS will use reasonable efforts to furnish one topical/teaser on the Newscaat to KBSI prior to 5 p.m. each weekday and one generic topical for weekends.

h. VOD and Retransmission Consent Rights. Notwithstanding anything to the contrary contained herein, KBSI shall have the right to grant video-on-demand ("VOD") rights to the Newscaat to multi-channel video program distributors for access via television (not internet), and news crawls may be included in the Newscaat as a result of an agreement entered into by KBSI in connection with retransmission consent. No expense incurred by KBSI, or revenue received by KBSI, with regard to such VOD rights and news crawls shall be included in the revenue share calculation in the Agreement.

i. Copyright. KFVS will own the copyright to each Newscaat production. KBSI's rights with respect to the Newscaat are limited to the rights expressly provided in this Section 1 and in Section 3, and KFVS's rights with respect to the Newscaat are subject to the limitation set forth in Section 3.

2. TERM, RENEWAL AND TERMINATION.

a. Term and Renewal. The term of this Agreement shall commence on the date on which the first Newscaat is broadcast on KBSI, which shall be [REDACTED] and shall continue until [REDACTED]. The parties agree to begin negotiating, in good faith, a renewal of the Agreement at least six (6) months prior to the Agreement's expiration; provided, however, each party shall have the right to determine in its sole and absolute discretion whether or not to agree to any such renewal.

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 (in addition, the non-breaching party will be entitled to all its other rights and remedies at law against the breaching party); or

iv. if KFVS materially breaches its obligations hereunder and such breach would have an adverse effect on the KBSI's FCC license.

3. PROGRAMMING.

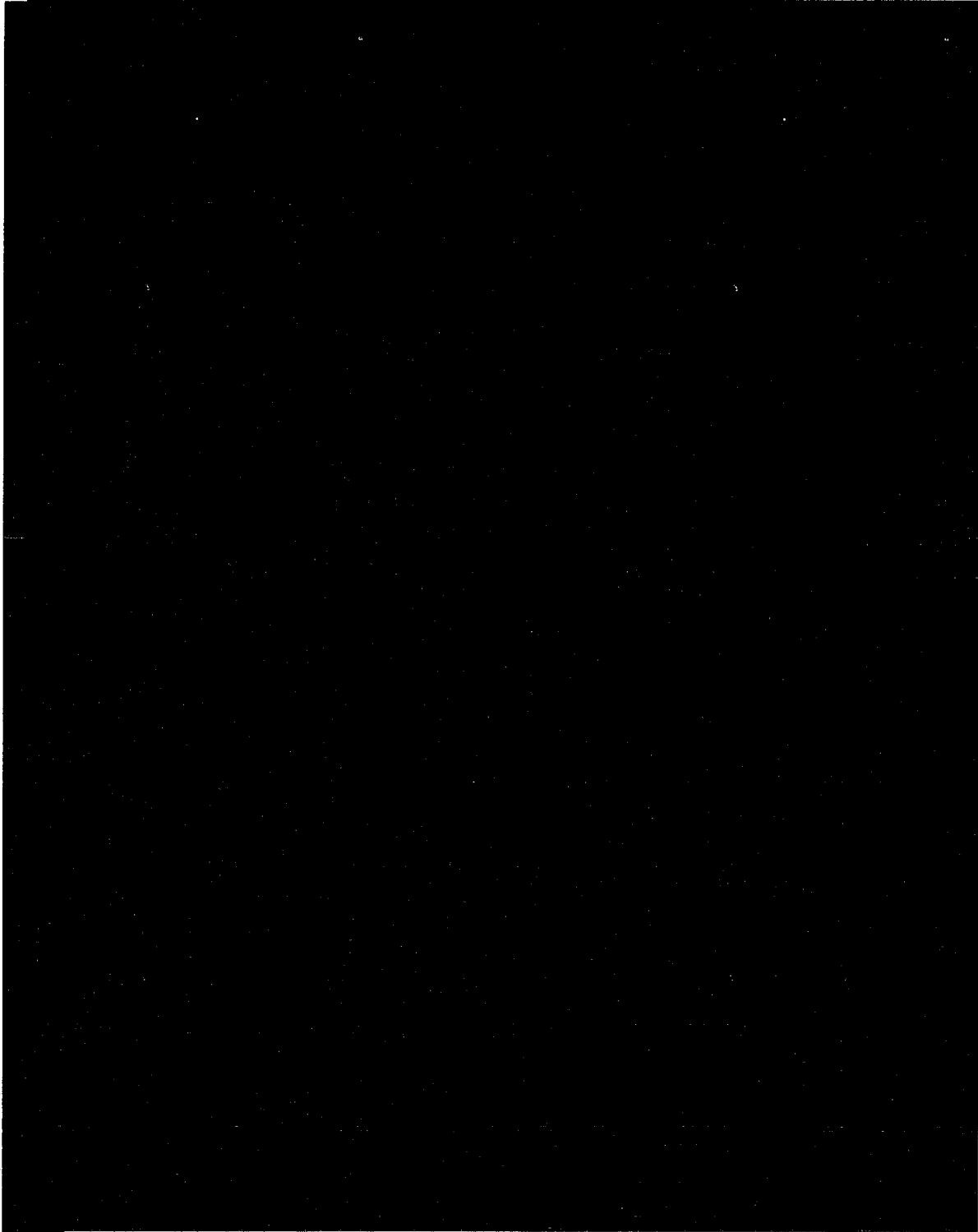
a. Rebroadcast Rights. KBSI will have the right to rebroadcast the Newscast once each day after midnight on one of KBSI-TV's digital channels (KBSI-TV's main digital channel or one of its multicast channels). KFVS will have no right to rebroadcast the Newscast in its entirety, or substantially in its entirety, in any medium.


b. Control. KFVS 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), provided that the Monthly Fee will be increased by an amount equal to any increases to KFVS's cost to produce and deliver the Newscast directly resulting from any changes to the FCC's requirements; provided, however that KBSI shall have the right to terminate this Agreement if it does not agree to pay the additional amount. Accordingly, KBSI 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, KBSI could reject any Newscast, or portion thereof, if it determines, in its sole and absolute discretion, that the broadcast of such material may violate applicable laws or otherwise be contrary to public interest. For purposes of clarification, there will be no deductions from payments due to KFVS under this Agreement if the Newscast is preempted or delayed by KBSI.

c. Other Content. During the term of the Agreement, KFVS will furnish KBSI with severe weather watches/warnings and school closing information, as the same becomes available to KFVS during the 9:00pm to 10:00pm time period for inclusion in

the Newscast. Such information may not be used by KBSI in any other format or time period.

4. EXPENSES, MONTHLY FEE AND REVENUE SHARE





5. PROMOTION. KFVS and KBSI agree that the ratings and financial success of the Newscast will be enhanced by mutual on-air promotion of the Newscast; therefore, KFVS and KBSI 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 KFVS, with the advice of KBSI.

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 ten (10) days 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, KFVS shall maintain libel/defamation/First Amendment liability insurance. KFVS shall name KBSI and Sinclair Broadcast Group, Inc. as additional insureds on KFVS's liability policies referenced herein and any renewals/replacements thereof. KBSI shall name KFVS and Raycom Media, Inc. as additional insureds on KBSI's 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 within five (5) days following receipt by the insured Party of notice of termination. 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.

7. FORCE MAJEURE. If KFVS is prevented from making timely delivery of the Newscast, as herein provided, or if KBSI is prevented from exhibiting 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 Federal Communication Commission ("FCC"), or any other cause or reason beyond the control of KFVS or KBSI, as the case may be, such failure shall not be a breach of this Agreement. Notwithstanding the foregoing, if KFVS does not provide the Newscast(s) to KBSI due to a force majeure event, the Monthly Fee shall be prorated and reduced for such undelivered Newscast(s).

¹ The calculation shall also include any rebroadcast of the Newscast by KBSI pursuant to Section 3a of the Agreement.

8. INDEMNIFICATION.

a. KBSI hereby indemnifies, defends and holds harmless KFVS, including its affiliated companies, 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 KFVS and/or its affiliated companies as a result of the violation or breach by KBSI of any representations, warranties, covenants or other responsibilities of KBSI pursuant to this Agreement or as a result of any advertisements in the Newscast; and KFVS hereby indemnifies, defends and holds harmless KBSI, including its affiliated companies, 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 KBSI and/or its affiliated companies as a result of the violation or breach by KFVS of any representation, warranties, covenants or other responsibilities of KFVS pursuant to this Agreement or as a result of KBSI's broadcast of the Newscast in the form produced by KFVS.

b. KBSI or KFVS, 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. EXCLUSIVITY. During the term of this Agreement, KFVS shall not produce television newscasts to air from 9:00 p.m. to 9:57 p.m. with, or for, any multi-channel video program distributor (including, but not limited to, broadcast, cable and satellite television) serving the Cape Girardeau, Missouri designated market area, as defined by Nielsen Media Research, other than KBSI.

10. MISCELLANEOUS.

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

KFVS12
310 Broadway
P.O. Box 100
Cape Girardeau, MO 63701
Attention: General Manager

with a copy to: Raycom Media, Inc.
Attn: General Counsel
201 Monroe St., 20th Floor
Montgomery, AL 36104.

If to KBSI:

KBSI-TV
806 Enterprise
Cape Girardeau, MO 63703
Attention: General Manager

with a copy to: Sinclair Television Group, Inc.
10706 Beaver Dam Road
Cockeysville, MD 21030
Attention: General Counsel

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 written 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 KBSI-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/Attorney Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, in all respects, including matters of construction, validity and performance. In the event of any litigation between the parties, the losing party will reimburse the prevailing party for the reasonable attorney fees incurred by the prevailing party.

e. Assignment/Benefit. Neither party shall assign its rights or obligations hereunder without the prior written consent of the other party, except that (i) KBSI may assign this Agreement to a purchaser of all or substantially all of the assets or ownership interests of KBSI-TV without having to obtain the consent of KFVS, and (ii) KFVS may assign this Agreement to a purchaser of all or substantially all of the assets or ownership interests of KFVS-TV without having to obtain the consent of KBSI. 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.

KFVS, LLC

By: Michael R. Saythe
Name: MICHAEL R. SAYTHE
Title: VP/GM KFVS-TV

SINCLAIR PROPERTIES, LLC

By: David R. Bochenek
Name: David R. Bochenek
Title: VP/CAO