

LICENSE AGREEMENT

This LICENSE AGREEMENT (the "Agreement") is made and entered into this 16th day of December, 2014, by and between WCIU-TV Limited Partnership (an Illinois limited partnership) licensed owner of television station WCIU-TV ("WCIU-TV"), and WLS Television Inc., (a Delaware Corporation) licensee of television station WLS-TV ("WLS-TV"). WCIU-TV and WLS-TV may sometimes herein be individually referred to as a "Party" and collectively as the "Parties".

1. Production:

(i) (a) The Newscast. Subject to the terms and conditions hereinafter set forth, WLS-TV hereby agrees to produce an exclusive newscast for WCIU-TV and to deliver, via means of a microwave feed, fiber optics link or similar technology (as mutually agreed to by the Parties) from WLS-TV, a live feed newscast fully produced and staffed by WLS-TV personnel for over-the-air broadcast on WCIU-TV from 7:00 p.m. to 8:00 p.m., five evenings per week, Mondays through Fridays of each week throughout the Term (the "Newscast"); provided, however, WCIU-TV shall have the right to tape-delay the Newscast in the event any WCIU-TV programming continues beyond 7:00 P.M., but in any such event, the Newscast shall not be delayed beyond thirty (30) minutes except in the case of live sporting events, and to the extent possible, WCIU-TV shall provide WLS-TV with advance notice of any such required tape delay. In addition, WCIU-TV will have the right to preempt the newscast to present programming that it deems, in its sole and absolute discretion, to be of greater local or national importance. The initial broadcast date of the Newscast is January 12, 2015. The working title for the news is: "ABC 7 Eyewitness News on The U"

(b) Anchor Team. [REDACTED]

[REDACTED]

WCIU-TV acknowledges that the Newscast may include non-exclusive material, including, but not restricted to, videotape, graphics and news stories and reporters, sports and weather reports, which may also appear on WLS-TV's own newscasts or those of its licensees. Except in connection with major news events and issues of importance to the local community, WLS-TV will use reasonable efforts to control the use of previously canned news content from earlier WLS-TV newscasts that day. WLS-TV covenants that important content will not be held back from the WCIU-TV Newscast news in order to break it at 10:00 pm on WLS-TV.

[REDACTED]

- (ii) Additional Programming. In addition to the Newscast, WLS-TV shall produce and license to WCIU-TV a thirty second (:30) news topical, a four second (:04) news topical and a four second (:04) weather topical each day (M-F), which shall be delivered to WCIU-TV by 3:00 pm. WLS-TV shall also produce generic news topicals, thirty second (:30) and fifteen second (:15) and generic weather topicals, thirty second (:30) and fifteen second (:15) for use by WCIU-TV (such news, weather and general topicals, collectively referred to herein as "**Topicals**"). WLS-TV shall produce other promotions, subject to mutually agreement by the Parties as to material terms, including, without limitation, subject matter, cost and production schedule.
- (iii) Production Elements. All production values, graphics, and set design shall be determined by WLS-TV with WCIU-TV's reasonable input and shall be qualitatively comparable to other WLS-TV newscasts.
- (iv) Newscast Employees. As between WLS-TV and WCIU-TV, the anchors and other personnel used in the Newscast are and shall remain on the payroll of WLS-TV, shall work from WLS-TV's studios and shall at all times be subject to WLS-TV's work practices, benefit programs and standards. WLS-TV will be under no obligation to hire or assume the employment contract of any current WCIU-TV employee as part of this Agreement. [REDACTED]
- [REDACTED] WCIU-TV shall not use the names, images, likeness or biographical information of any anchor, reporter or other individual who appears on-air in connection with the Newscast or the name and logo of WLS-TV in any manner other than to broadcast and promote the Newscast; all such uses subject to WLS-TV's prior approval.
- (v) Music. WCIU-TV shall be solely responsible for all performance licenses of any music included in the Newscasts airing on WCIU-TV, and WLS-TV shall be solely responsible for all other music licenses, including synchronization and master licenses for music contained in the Newscast. WLS-TV warrants that the performing rights in all musical compositions contained in the Newscasts, Topicals and other material provided by WLS-TV hereunder are either controlled by BMI, ASCAP or SESAC, are in the public domain or are controlled by WLS-TV to the extent required for the purpose of this Agreement.
- (vi) Ownership. All Newscasts, Topicals, promotional material, Newscast and Topical recordings and "outtakes" as well as the Newscast titles, formats, scripts, characters and all other subject matter related thereto and any other property or material conceived, created, prepared or furnished by WLS-TV, its employees, agents or subcontractors or on their behalf hereunder, in connection herewith, whether or not included in any Newscast, Topical or other content, shall remain both while this Agreement is in effect and at all times thereafter WLS-TV's sole and exclusive property. WCIU-TV shall not at any time claim any title or interest whatsoever (other than pursuant to this Agreement) in the Newscast, Topicals or any of these materials and Newscast and elements. WCIU-TV hereby waives the right to exercise any rights of droit morale. WCIU-TV agrees that such materials

and Newscast elements created and furnished by WCIU-TV hereunder shall be considered "works made for hire" as that phrase is used in Sections 101 and 201 of the Copyright Revision Act of 1976. If any such materials or elements shall not be deemed to be a "work made for hire", WCIU-TV hereby assigns and transfers to WLS-TV all rights, including copyright, title and interest in or to all such materials and elements, failing which, WLS-TV may execute and deliver the instrument as WCIU-TV's attorney in fact, and WCIU-TV irrevocably appoints WLS-TV to so act. Such appointment shall survive the expiration or termination of this Agreement. All rights pertaining to the Newscasts, Topicals and other material provided by WLS-TV hereunder not specifically granted to WCIU-TV hereunder are reserved to WLS-TV for its exploitation without restriction in all manner and media throughout the universe in perpetuity.

- (vii) Compliance With Laws. WLS-TV will comply with all federal, state and local laws and regulations governing content in connection with production of the Newscast and Topicals, including FCC required closed captioning.

2. Promotional Spots and Sale of Commercial Inventory.

- (i) WCIU-TV Exclusive Sales. Except as specifically set forth herein, during the Term, WCIU-TV shall retain the exclusive right to sell all commercial units within the Newscast, [REDACTED]

- (ii) Commercial Load. Notwithstanding anything to the contrary contained herein, the Newscast broadcast by WCIU-TV shall be formatted [REDACTED]

- (iii) Promotional Spots.

- (a) WCIU-TV will also receive [REDACTED] for promotion [REDACTED]

[REDACTED] will receive [REDACTED] for promotion [REDACTED]

[REDACTED] The Parties agree that they shall consult on a regular basis regarding each Party's use and exploitation of all such promotional spots.

- (b) WLS-TV agrees to promote [REDACTED]

[REDACTED] In addition, WLS-TV and WCIU-TV agree to work in good faith to jointly promote [REDACTED]

- [REDACTED]
- (iv) Compliance With Laws. WCIU-TV will comply with all federal, state, and local laws and regulations governing advertising, [REDACTED]
- [REDACTED]

3. Grant of License. WLS-TV hereby grants WCIU-TV an exclusive, non-transferable, revocable license to broadcast the Newscast, Monday through Friday between the hours of 7:00pm and 8:00pm (CT) ("**Broadcast Window**"), solely over its primary broadcast television channel, including retransmission on cable and satellite and linear television transmission, with call letters "WCIU" serving viewers solely within the Chicago, IL designated market area, as defined by Nielsen during the Term. In addition, WLS shall provide WCIU-TV with the embed code for that version of the applicable Newscast that has been cleared for streaming over the WCIU-TV website during the Broadcast Window. If at any time during the Term, WLS secures the right to provide all third party content contained within the WCIU newscast on a video-on-demand basis, WLS shall extend such rights to WCIU by means of a mutually executed addendum hereto. During the Term of this Agreement, WLS-TV shall not produce a co-branded television newscasts to be aired during the Broadcast Window, or for, any other local television broadcast station or cable television station targeting viewers within the Chicago, IL DMA. WCIU-TV agrees that it shall not broadcast or otherwise transmit a newscast during the Broadcast Window that is co-branded with its name and/or logo that is produced, created or otherwise provided by a third party over its facilities during the Term.

4. Term.

- (i) The initial term of this Agreement shall be for a period of twelve (12) months, commencing on the first date on which the Newscast is actually broadcast on WCIU-TV, which date shall be no later than January 12, 2015 (hereinafter, the "**Initial Term**"); provided, however, that upon the end of the Initial Term, this Agreement will be automatically renewed for successive twelve (12) month periods ("**Renewal Term**"), unless at least six (6) months prior to the end of the then current Term, or any Renewal Term, either Party provides written notice to the other Party (in accordance with the notice provisions herein provided) that it is terminating the Agreement at the end of the then current Term. The "Initial Term" and the "Renewal Term", if any, shall collectively be referred to herein as the "**Term**".
- (ii) Upon delivery by either Party of such notice of termination, WLS-TV shall be free to negotiate with any third party, including, without limitation, another local television broadcaster or cable service in the Chicago, IL. designated market area ("DMA"), for the production of a newscast to be aired during the 7:00pm to 8:00pm time period for such station. During such notice period, WCIU-TV shall also have the right to negotiate with any third party, including, without limitation, another local television broadcaster or cable service serving the Chicago, IL. DMA, for production of a co-branded newscast to

be aired during the 7:00pm to 8:00pm time period, commencing upon the effective date of termination of this Agreement.

(iii) Notwithstanding Paragraph 4 (i) above, this Agreement may be terminated by WLS-TV or WCIU-TV, by written notice to the other Party, upon the occurrence of any of the following events:

(a) WLS-TV no longer has the ongoing and continuing right to provide one or more significant elements of the Newscast;

(b) this Agreement has been declared invalid or illegal in whole or substantial part by an order or decision of an administrative agency or court of competent jurisdiction, which is not subject to appeal or further administrative or judicial review;

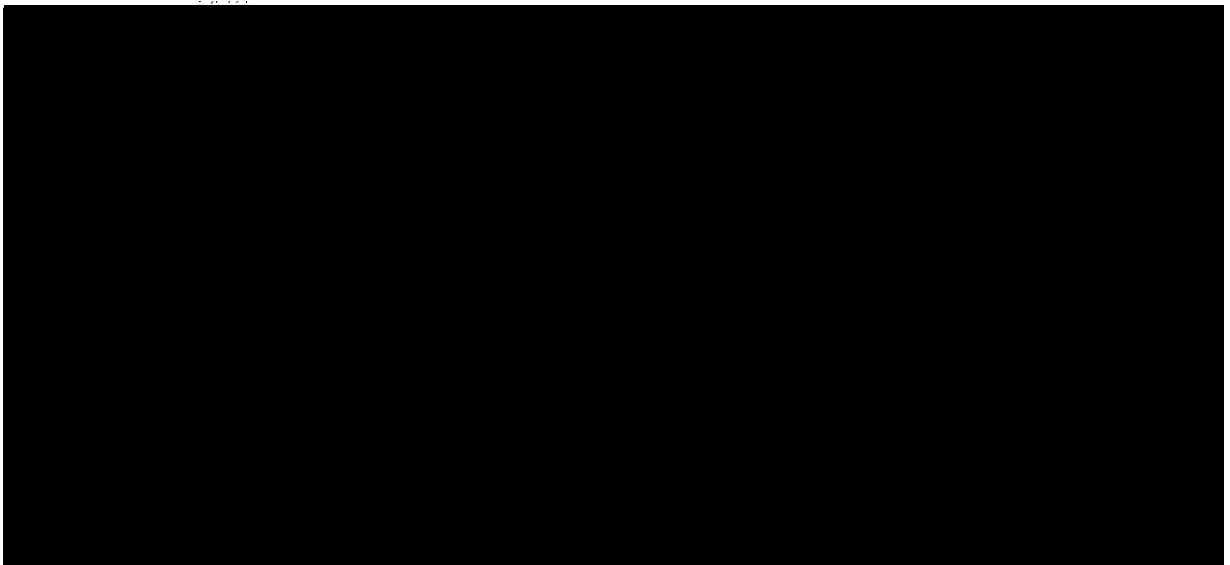
(c) there has been a change in the Communications Act that causes this Agreement to be in violation thereof and the applicability of such change is not subject to appeal or further administrative review;

(d) if the terminating party is not then in material breach and the other Party is in material breach under this Agreement and has failed to cure such breach within twenty (20) business days, after receiving written notice of breach from the terminating party; or

(e) if WLS-TV or WCIU-TV materially breaches its obligations hereunder and such breach would have a material adverse effect on the other's FCC license.

(iv) If notice of written termination is given under any of the conditions in Paragraph 4(iii)(a) above and WLS-TV is reasonably able to provide the Newscast, excluding the prohibited material, without compromising the quality or integrity of the Newscast and the WLS-TV name, the final telecast of the Newscast will occur no earlier than sixty (60) days following delivery of the termination notice. A termination of this Agreement pursuant to the terms of Paragraph 4(iii)(b) or (c), shall be governed by the decision of the agency, court, FCC or other governing body having jurisdiction over the claim.

5. Consideration:



(ii)

6. Representations and Warranties: Each Party represents and warrants that it has the right to enter into and fully perform its obligations hereunder and that it will at all times comply with all applicable laws, rules and regulations required in connection with fulfillment of its obligations hereunder.

7. Indemnity:

(i) WLS-TV hereby indemnifies, defends and holds harmless WCIU-TV, its parent companies, and all subsidiaries, related and affiliated companies of each, and their respective officers, directors, agents, employees and assigns, from and against any and all claims, demands, losses, causes of action, lawsuits, judgments and damages (including reasonable attorney's fees and costs) incurred by WCIU-TV as a result of, arising out of or relating to [REDACTED]

(iii) the violation or breach by WLS-TV of any representations, warranties, covenants or other responsibilities of WLS-TV pursuant to this Agreement.

(ii) WCIU-TV hereby indemnifies, defends and holds harmless WLS-TV, its parent companies, and all subsidiaries, related and affiliated companies of each, and their respective officers, directors, agents, employees and assigns, from and against any and all claims, demands, losses, causes of action, lawsuits, judgments and damages (including reasonable attorney's fees and costs) incurred by WLS-TV as a result of,

arising out of or relating to (i) the violation or breach by WCIU-TV of any representations, warranties, covenants or other responsibilities of WCIU-TV pursuant to this Agreement,

(iii) WCIU-TV or WLS-TV, 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 Paragraph 7 ("**Third-Party Claim**"), shall comply with each of the following conditions:

(a) 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 reasonable satisfactory to the Indemnified Party; provided that, any failure to provide such notice shall not relieve the Indemnifying Party of its indemnification obligations hereunder unless the Indemnifying Party's ability to defend such Liability is actually prejudiced by such failure. The Indemnified Party may, at its sole option and expense, elect to participate in, but not control, such defense.

(b) 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 the 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.

(c) Anything in this Paragraph 7 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. 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.

(d) 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.

8. 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 a certified copy of such policy or, if the other Party is agreeable, a certificate of insurance indicating: (i) comprehensive general liability insurance in the amount of at least [REDACTED] (ii) insurance which protects it from claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts; and (iii) libel/defamation/First Amendment liability insurance, as to which each party shall name the other as an additional named insured on each of the aforementioned policies and any renewal/replacement thereof. Each Party shall notify, as provided in Paragraph 10(a) below, 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, Topicals or other materials provided by WLS-TV.
9. Confidentiality.
- (i) Each party agrees to treat information deemed by the disclosing party or its representatives in writing as confidential (such information being collectively referred to as the "Proprietary Information") in the manner provided in this Paragraph 9. The terms of this Agreement shall be considered Proprietary Information and thus shall be deemed confidential.
- (ii) The receiving party shall not use the Proprietary Information in any way detrimental to the disclosing party and the receiving party will keep such Proprietary Information confidential and will not disclose such information in any manner whatsoever, except (i) to its employees and other representatives who need to know such information for the purposes of implementing this Agreement, provided such representatives are informed of the confidential nature of the Proprietary Information and agree, in advance of receiving the Proprietary Information, to be bound to keep such information confidential and (ii) to such other persons as the disclosing party may consent in writing.
- (iii) The receiving party further agrees that upon its request it will promptly redeliver to the disclosing party any Proprietary Information contained in any writings furnished by the disclosing party without retaining any copy or extract, and will hold confidential any writings which contain any such Proprietary Information.
- (iv) The term "Proprietary Information" does not include information which (i) was or becomes generally available to the public other than as a result of a disclosure by the disclosing party or its representatives, (ii) was within the receiving party's possession prior to its being furnished to the receiving party by the disclosing party, or (iii) becomes available to the receiving party on a non-confidential basis from a source other than the disclosing party or its representatives, provided that such source is not otherwise obligated to the disclosing party to keep such information confidential.

10. Miscellaneous:

- (i) Force Majeure. If WLS-TV is prevented from making timely delivery of the Newscasts, as herein provided, or if WCIU-TV is prevented from exhibiting the Newscasts 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 of scheduled broadcast time to broadcast a special event of public importance, or by virtue of any action of the Federal Communication Commission, or any other cause or reason beyond the control of WCIU-TV or WLS-TV, as the case may be, such failure shall not be a breach of this Agreement and such condition shall be a valid excuse for delay in performance or non-performance of such obligations, but nothing herein shall serve to extend the Term of the Agreement.
- (ii) 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 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, or delivery using a reputable courier service, in either case addressed as follows or as may be directed in writing by one Party to the other within the continental United States:

If to WLS-TV:

WLS Television, Inc.
190 North State Street,
Chicago, Illinois 60601
Attention: John Idler, President and General Manager

With a copy to:

ABC, Inc.
77 West 66th Street
New York, NY 10023
Attn: Enid Karpel, Assistant Chief Counsel, Legal Affairs, Broadcast

If to WCIU-TV:

Weigel Broadcasting Co.
26 North Halsted Street
Chicago, IL 60661
Attn: Norman H. Shapiro, President

With a copy to:

Neal, Gerber & Eisenberg LLP
2 North LaSalle Street
Suite 1700
Chicago, IL 60602
Attn: Lawrence I. Richman

- (iii) Public Statements. Neither Party will make any public announcement or issue any press release regarding this Agreement or the transactions contemplated hereby without the prior approval of the other Party, which approval shall not be unreasonably withheld or delayed.
- (iv) 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.
- (v) Applicable Law; Jurisdiction. Any matters of contract interpretation or dispute shall be considered, in good faith, by senior management of both parties, and no legal or other actions with respect to such matters will be commenced unless such matters are not resolved within thirty (30) days after senior managements commence such consideration. This Agreement shall be governed by applicable federal, state and municipal laws and regulations now or hereafter in force and shall be construed according to the laws of the State of Illinois, without regard to conflicts of law, and the Illinois courts located in Cook County shall have jurisdiction and venue with respect to any such action.
- (vi) Assignment/Benefit. No Party hereto shall assign its rights or obligations hereunder without the prior written consent of the other Party hereto, which shall not be unreasonably withheld, conditioned or delayed, except that either Party may assign this Agreement and all its rights and obligations hereunder to any party acquiring all or a significant portion of its television or radio business, assets or stock or, without relieving the assigning Party from its obligations hereunder, to any entity controlling it, controlled by it or under common control with it..
- (vii) 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.
- (viii) Counterparts. This Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument.
- (ix) 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.
- (x) Independent Contractors. Each Party is entering this relationship as an independent contractor, and nothing herein shall be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or to create any other fiduciary relationship.

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.

WCIU-TV Limited Partnership

By: [Signature]
Its: President
Date: 12/15/14

WLS Television, Inc.

By: [Signature]
John Taler
President and General Manager
Date: 12/18/14

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