

SECOND AMENDMENT

to

NEWS SHARE AGREEMENT

THIS SECOND AMENDMENT (the "Second Amendment") is made on September 7, 2017, by and between Sinclair Television of Oregon, LLC d/b/a KVAL-TV ("KVAL") and California Oregon Broadcasting Inc. d/b/a as KLSR-TV ("KLSR") and amends that certain News Share Agreement between KVAL and KLSR dated November 3, 2014, which was first amended on July 11, 2016 (the "Agreement"). Any capitalized term used herein and not defined shall have the meaning given to it in the Agreement.

WITNESSETH:

WHEREAS, KLSR would like for KVAL to discontinue production of the second half of the live newscast that KVAL produces and provides to KLSR Monday through Friday, thereby reducing said newscast by thirty minutes;

WHEREAS, KVAL is agreeable to said reduction on the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements in this Second Amendment, and for other valuable and good consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The Newscast. On or about [REDACTED], KVAL will reduce the length of the newscast FOX NEWS @7pm from 60-minutes to 30-minutes; i.e., to air 7:00pm to 7:30pm Monday through Friday of each week.
2. Production Fee. [REDACTED]
3. Entire Agreement. Except as expressly provided herein, the Agreement shall not be amended or modified by this Second Amendment and each of the terms thereof shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be executed by their duly executed officers, as of the day and year first above written.

CALIFORNIA OREGON BROADCASTING INC.	SINCLAIR TELEVISION OF OREGON, LLC
By: <u>Patricia Smullen</u>	By: <u>David</u>
Name/Title: <u>President</u>	Name/Title: <u>David R. Bochenek, Authorized Signatory</u>

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AMENDMENT
to
NEWS SHARE AGREEMENT

THIS AMENDMENT (the "Amendment") is made and entered into this 11th day of July 2016, by and between Sinclair Television of Oregon, LLC d/b/a KVAL-TV ("KVAL") and California Oregon Broadcasting Inc. d/b/a as KLSR-TV ("KLSR") and amends that certain News Share Agreement between KVAL and KLSR dated November 3, 2014 (the "Agreement"). Any capitalized term used herein and not defined shall have the meaning given to it in the Agreement.

WITNESSETH:

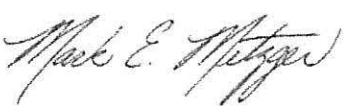
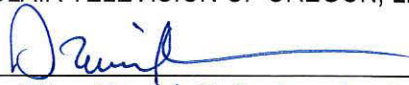
WHEREAS, KLSR would like to increase the 30-minute live newscast that KVAL produces and provides to KLSR Monday through Friday to add an additional thirty minutes, on the terms and conditions set forth herein;

WHEREAS, KVAL is agreeable to producing an additional thirty minutes of said newscast on the terms and conditions set forth herein;

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. The Newscast. On or about [REDACTED] (the "Effective Date"), KVAL will increase the length of the newscast FOX NEWS @7pm from 30-minutes to 60-minutes; i.e., to air 7:00pm to 8:00pm Monday through Friday of each week (the "Expanded Newscast"). The Expanded Newscast shall be considered a "Newscast" under the Agreement.
2. Production Fee and Commission. [REDACTED]
[REDACTED]
[REDACTED]
3. Producer. KVAL will hire a full-time producer, at KVAL's sole cost and expense, and approximately 70% of said producer's time will be dedicated to the production of the Newscasts.
4. Entire Agreement. Except as expressly provided herein, the Agreement shall not be amended or modified by this Amendment and each of the terms thereof shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly executed officers, as of the day and year first above written.

CALIFORNIA OREGON BROADCASTING INC.  By: _____ Name/Title: <u>VP/GM</u>	SINCLAIR TELEVISION OF OREGON, LLC  By: _____ Name/Title: <u>David R. Bochenek, Authorized Signatory</u>
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NEWS SHARE AGREEMENT

THIS NEWS SHARE AGREEMENT (the "Agreement") is made and entered into this 3rd day of November, 2014, by and between Sinclair Television of Oregon, LLC, a Delaware limited liability company doing business as KVAL-TV ("KVAL"), and California Oregon Broadcasting Inc., an Oregon corporation doing business as KLSR-TV ("KLSR"). KLSR and KVAL shall be individually referred to as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, KVAL has provided KLSR with live feed newscasts, and recorded newscasts for re-broadcast, all fully produced by KVAL for broadcast (or re-broadcast) on KLSR-TV, pursuant to a Television Program License Agreement that will terminate on December 31, 2014;

WHEREAS, the parties have reached an agreement pursuant to which KVAL will continue to provide such newscasts to KLSR, under the terms of this Agreement;

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. THE NEWSCASTS.

a. Live Newscasts and Newscast Re-broadcasts. Subject to the terms and conditions hereinafter set forth, KVAL shall produce and provide to KLSR the following:

- (i) "FOX NEWS @7pm" - a 30-minute live newscast to air on KLSR at 7pm, Monday through Friday of each week;
- (ii) "FOX NEWS @10" - a 35-minute live newscast to air on KLSR at 10pm, Monday through Friday of each week;
- (iii) "KVAL News @10 ON FOX" - a 30-minute rebroadcast of each of KVAL's Saturday and Sunday evening newscasts to air on KLSR at 10pm on Saturdays and Sundays of each week; and
- (iv) "KVAL News @7am ON FOX" - a 30-minute rebroadcast of KVAL's early morning newscast to air on KLSR at 7am on Monday through Friday of each week.

The foregoing newscasts may be individually referred to as a "Newscast" and collectively as the "Newscasts". The first two described above may sometimes be referred to as the "Live Newscasts". The Newscasts shall be provided by KVAL to KLSR's transmitter site or studio on a daily basis via a fiber link (the expense of which shall be KLSR's).

b. Commercial Time. KLSR shall insert advertisements into the Newscasts at pre-determined cues; provided, however, that no such advertisements shall contain any material

that simulates a newscast or reasonably may be deemed to lessen or compromise the Newscasts. KLSR shall retain the exclusive right to sell all commercial time during the Newscasts.

c. Title/Anchor/Content. The title of the Newscasts may only be changed with the written consent of both Parties. KVAL shall endeavor to assign one main anchor to the Live Newscasts to be used primarily as the "Face of the FOX News" programs. KVAL will produce at least three (3) stories covering Douglas County and three (3) stories covering Coos County each day in each of the Live Newscasts.

d. Ownership. KVAL shall retain all ownership rights in the Newscasts, including the content contained therein and all copyrights, trademarks, service marks, logos, trade names and any other intellectual property associated with KVAL, and KLSR shall have no right to rebroadcast any of the Newscasts, or use them in any media, in whole or in part. Notwithstanding the foregoing, KLSR may stream the Live Newscasts, and stories from the Live Newscasts, on KLSR's website provided it is responsible for any and all third party licenses, and license fees and expenses in connection therewith. KLSR grants KVAL a limited, non-exclusive license for the term of this Agreement to use the call signs of KLSR-TV, and its associated logos, trademarks, service marks and copyrights that KLSR owns or has authority to use solely to the extent necessary for KVAL's use in the performance of its obligations under this Agreement.

e. Preemptions/tape-delays. The Parties will make commercially reasonable efforts to inform the other in the event of any preemptions at least two weeks prior to the broadcast date (not including preemptions for breaking news). In the case of network over-runs, the Live Newscasts will only be delivered 'live' if the start time is no later than 7:10pm or 10:10pm. When taping is required, the Parties will determine a start time for feed and taping, and the content may be condensed by KVAL to provide for a shorter program.

f. Other. KVAL shall provide closed captioning for the Newscasts for so long as the newsroom technique meets the requirements of the Federal Communication Commission ("FCC"). If and when the newsroom technique no longer meets the requirements of the FCC, the Parties will mutually agree on what changes are required to be made to meet the requirements of the FCC; provided, however, that if KVAL incurs any expense(s) with regard to such changes, KLSR shall promptly reimburse KVAL for such expense(s).

2. TERM.

a. The term of this Agreement shall commence on [REDACTED] and shall continue until [REDACTED] (the "Initial Term"); provided, however, that at the expiration of the Initial Term (or the current term if the Agreement continues beyond the Initial Term), this Agreement will be automatically renewed for successive one (1) year terms, unless at least ninety (90) days prior to the expiration of the Initial Term, or the current term, either Party provides written notice to the other Party (in accordance with the notice provisions herein provided) that it is terminating the Agreement at the expiration of the Initial Term, or the current term.

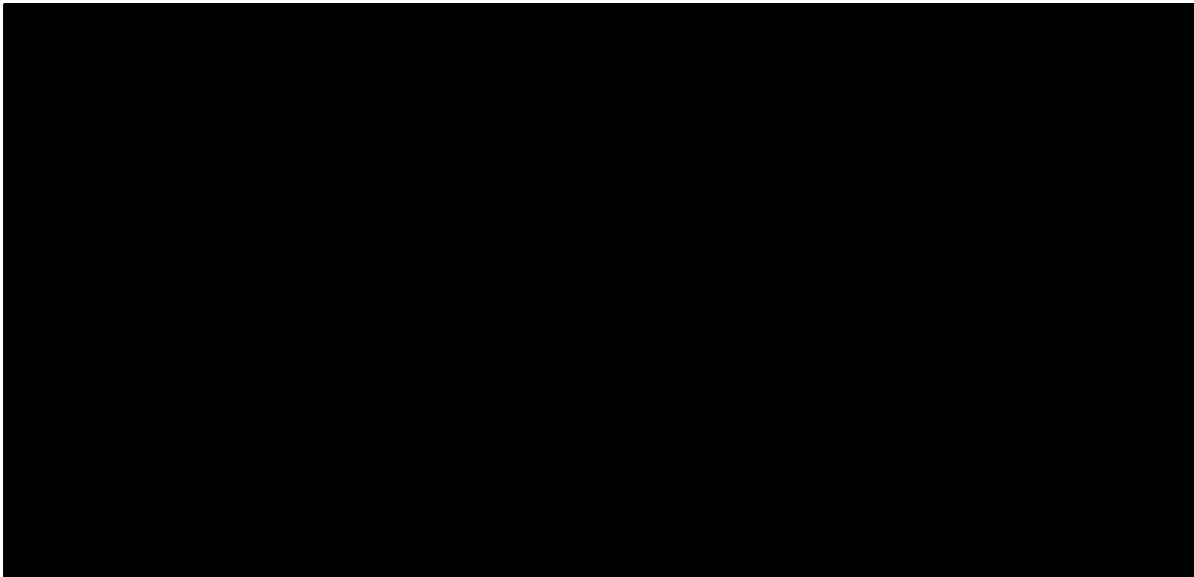
b. Notwithstanding Section 2.a above, this Agreement may be terminated by KVAL and KLSR on mutual written agreement, or by written notice from one Party to the other, upon the occurrence of any of the following events:

(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; or

(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.

3. WEEKLY FEE/COMMISSION/COSTS AND EXPENSES.



4. PROMOTION. KVAL shall have the right to insert into each Newscast a thirty second (:30) promotional announcement ("Promo") for any news program that airs on KVAL-TV. KVAL is responsible for providing the Promo and traffic instructions to KLSR, and for updating the Promo on a quarterly basis.

5. PROGRAMMING RIGHTS. KLSR 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, KLSR may 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.

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 a certificate of insurance indicating: (a) comprehensive general liability insurance in the amount of at least [REDACTED] in the aggregate; (b) insurance which protects it from claims under workers' or workmen's compensation, disability benefit and other similar employee benefit

acts; and (c) libel/defamation/First Amendment liability insurance. Each Party shall notify, as provided in Section 10 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 that relates to the Newscast.

7. FORCE MAJEURE. If KVAL is prevented from making timely delivery of any Newscast by reason of an act of God, strike, labor dispute, fire, flood, delay in transportation, failure or delay in technical equipment, war, public disaster, or by virtue of any action of the FCC, or any other cause or reason beyond the control of KVAL, 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.

8. INDEMNIFICATION.

a. KLSR hereby indemnifies, defends and holds harmless KVAL 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 KVAL (i) as a result of the violation or breach by KLSR of any representations, warranties, covenants or other responsibilities of KLSR pursuant to this Agreement, or (ii) as a result of any edits made to the Newscast by KLSR, or any material aired by KLSR not produced by KVAL; and KVAL hereby indemnifies, defends and holds harmless KLSR 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 KLSR (i) as a result of the violation or breach by KVAL of any representation, warranties, covenants or other responsibilities of KVAL pursuant to this Agreement, or (ii) as a result of KLSR's broadcast of the Newscast in the form produced by KVAL.

b. KLSR or KVAL, 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 reasonable 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 for 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. NON-COMPETE. During the term of the Agreement, and for a period of three (3) months after termination of the Agreement by KLSR, KLSR shall not engage another entity to produce or provide a newscast in the Eugene, Oregon designated market area (as defined by Nielsen Media Research) to air during any of the time periods described in Section 1, above. For a period of two (2) months after termination of the Agreement by KLSR, KLSR shall not produce any newscast to air during any of the time periods described in Section 1, above. For the avoidance of doubt, the Parties acknowledge and agree that there shall be no restriction on KLSR if the Agreement is terminated by KVAL.

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 and the execution by the recipient of a written receipt, (ii) by sending overnight mail with a nationally recognized delivery service such as UPS or FedEx, or (iii) 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 KLSR:

KLSR-TV
2940 Chad Drive
Eugene, OR 97408
Attn: General Manager

With a copy to:

If to KVAL:

KVAL-TV
Attn.: General Manager
4575 Blanton Road
Eugene, OR 97405

With a copy to: Sinclair Television of Oregon, LLC d/b/a KVAL-TV
c/o Sinclair Broadcast Group, Inc.
10706 Beaver Dam Road
Hunt Valley, 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 approval of the other Party, which approval shall not be unreasonably withheld or delayed.

c. Syndex Protection. KLSR is entitled to invoke protection against duplication of syndicated programming as provided in 47 CFR Section 76.151.

d. List of MVPDs. Each year, at the request of KVAL, KLSR shall provide KVAL a list of all MVPDs, and the communities they serve, that carry KLSR-TV.

e. 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.

f. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, in all respects, including matters of construction, validity and performance.

g. Limitation of Liability. In no event shall KVAL be liable for any consequential, special, incidental or punitive damages, including, without limitation, any lost profits of any kind, arising out of or relating to any breach of this Agreement.

h. Attorneys' Fees. In the event of a default by either party, the prevailing party shall be entitled to reimbursement from the other party of its reasonable legal fees and expenses.

i. 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. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns."

j. 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.

k. 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.

l. Counterparts. This Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument.

m. 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.

CALIFORNIA OREGON BROADCASTING INC.

By: Mark E. Metzger
Name: Mark E. Metzger
Title: GM (11/3/2014)

SINCLAIR TELEVISION OF OREGON, LLC

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