

AMENDMENT TO VIDEO SHARING AGREEMENT

Amendment dated as of July 1, 2019, to the Video Sharing Agreement dated as of July 1, 2016 (the "Agreement") between Fox Television Stations, LLC, operator of television station WTTG-TV, Sinclair Television Stations, LLC d/b/a WJLA-TV, and WUSA-TV, Inc., operator of television station WUSA-TV. Capitalized terms that are not defined herein should have the same meaning as in the Agreement. The Parties amend the Agreement as follows.

1. Paragraph 4(a) is deleted and replaced with the following:

(a) The Term of this Agreement will be from July 1, 2016, through February 28, 2023, and shall be automatically extended through February 28, 2025, if the Parties extend their agreement with SKY Helicopters, Incorporated, effective as of January 1, 2020 (the "Service Agreement"). Notwithstanding the foregoing, this Agreement may be terminated (i) upon the mutual written consent of all of the Parties, or (ii) the expiration or earlier termination (with respect to all stations) of the Service Agreement.

2. Effective January 1, 2020, Exhibit A is deleted and replaced with the attached Exhibit A.

3. Except as specifically amended herein, the Agreement remains in full force and effect.

ACCEPTED AND AGREED BY:

Fox Television Stations, LLC

Signature: *Lisa R. Rafferty*

Print Name: Lisa R. Rafferty  
VP, Legal Affairs

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

Date: 12/19/19

Sinclair Television Stations, LLC

Signature: *David*  
By: \_\_\_\_\_

Print Name: DAVID R. BOCHENEK  
AUTHORIZED SIGNATORY

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

Date: 12/23/19

WUSA-TV, Inc.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

AMENDMENT TO VIDEO SHARING AGREEMENT

Amendment dated as of July 1, 2019, to the Video Sharing Agreement dated as of July 1, 2016 (the "Agreement") between Fox Television Stations, LLC, operator of television station WTTG-TV, Sinclair Television Stations, LLC d/b/a WJLA-TV, and WUSA-TV, Inc., operator of television station WUSA-TV. Capitalized terms that are not defined herein should have the same meaning as in the Agreement. The Parties amend the Agreement as follows.

1. Paragraph 4(a) is deleted and replaced with the following:

(a) The Term of this Agreement will be from July 1, 2016, through February 28, 2023, and shall be automatically extended through February 28, 2025, if the Parties extend their agreement with SKY Helicopters, Incorporated, effective as of January 1, 2020 (the "Service Agreement"). Notwithstanding the foregoing, this Agreement may be terminated (i) upon the mutual written consent of all of the Parties, or (ii) the expiration or earlier termination (with respect to all stations) of the Service Agreement.

2. Effective January 1, 2020, Exhibit A is deleted and replaced with the attached Exhibit A.

3. Except as specifically amended herein, the Agreement remains in full force and effect.

ACCEPTED AND AGREED BY:

Fox Television Stations, LLC

Signature: 

Print Name: Lisa R. Rafferty  
VP, Legal Affairs

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

Date: 12/19/19

Sinclair Television Stations, LLC

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

WUSA-TV, Inc.

Signature: 

Print Name: RICHARD J DYER

Title: PRESIDENT + GM

Date: 1/9/20

**Exhibit A**  
**Term Sheet**  
**Helicopter News Gathering**

1. **Pool Arrangement.** Pursuant to the terms of the Service Agreement, the Parties have engaged SKY Helicopters, Incorporated ("SKY") to perform helicopter flight services in furtherance of the Parties' newsgathering activities. The Parties wish to share the use of the primary aircraft or any substitute aircraft (herein the "Pool Helicopter") provided to the Parties by SKY pursuant to the Service Agreement, under the conditions set forth herein. Each Party's station sharing the use of the Pool Helicopter pursuant to this Agreement is referred to as a "Pool Station" and all such stations are collectively referred to herein as the "Pool Stations." Video and audio coverage gathered from the Pool Helicopter ("Pool Video") shall be provided to all Pool Stations pursuant to the conditions provided herein. The Parties' obligations under this Agreement are contingent upon SKY performing its obligations under the Service Agreement, and no Party shall be liable to any other Party for any failure or refusal by SKY to comply with its obligations under the Service Agreement.

2. **Use of Pool Helicopter.** SKY supplies a photographer and a pilot pursuant to the Service Agreement. The Service Agreement provides for [REDACTED] hours of flight time per month, with a Pool Helicopter available from [REDACTED] p.m. per day (including a one (1) hour break for lunch), Monday through Friday (herein referred to as "normal duty hours"). Pool Stations shall dispatch the Pool Helicopter on a rotating monthly basis or other mutually agreeable schedule. The Pool Station responsible for dispatching the Pool Helicopter ("Dispatching Station") will immediately inform the other Pool Stations by telephone or other mutually-agreed means when the Pool Helicopter has been dispatched. The actual Dispatching Station shall comply with procedures required by and specified in the Service Agreement. The Dispatching Station is responsible for ensuring that the monthly Pool Time ("Pool Time") does not exceed [REDACTED] hours unless all Pool Stations agree in advance to a specific number of additional hours.

3. **Priority.** The order of priority for use of the Pool Helicopter, beginning with the highest priority, shall be: (1) coverage of breaking news, and (2) other Pool use. In the event of any disagreement regarding use of the Pool Helicopter, a decision by a majority of the Pool Stations will control.

4. **Pool Video.**

a. **Use and Sharing of Pool Video.** Pool Video shall be sent via microwave to each Pool Station's receive sites without the addition or insertion of any trademarks, logos or other station identifiers. All Pool Stations that are parties to this Agreement at the time any Pool Video is created are the joint owners of such Pool Video and copyrights associated therewith. All Pool Stations shall have the right to use such Pool Video for that Pool Station's own purposes, and to distribute the Pool Video as follows (i) to each participating Pool Station's affiliated broadcast network, (ii) to any television station, cable news entity, newspaper, news feed, website or any other news-related business that is owned and/or operated by or on behalf of a Pool Station or any Affiliate (as defined

below) of a Pool Station, and (iii) to existing news sharing partners (e.g., NNS) (but excluding CNN), and to grant a non-exclusive license to use same (the entities described in the foregoing clauses (i) through (iii) are collectively referred to herein as a Pool Station's "News-Related Affiliates"). The term "Affiliate" means, with respect to any Pool Station, any other entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such Pool Station.

b. **Sale to Third Parties.** No Pool Station may sell, license or otherwise transfer Pool Video to any third party without the express written consent of all Parties to this Agreement, and all proceeds derived from any approved sale shall be divided equally by the Parties.

c. **Parties' Responsibilities.** Each Party will decide independently and in its sole discretion whether and how to use Pool Video as permitted by this Agreement, incorporating its individual reporting and editorial voice if so desired by such Party. Each Party will also retain its own independent newsgathering and reporting operations.

#### 5. **Fees and Payment.**

a. **Fees for Overages.** In the event of any flight time or other overage arising from Pool use, all Pool Stations shall share equally the additional fees, costs and/or surcharges, if approved in advance. At least two of the three Pool Stations must agree before the Pool Helicopter may be dispatched outside of normal duty hours.

b. **Sales to Third Parties.** Each Pool Station shall distribute to each other Pool Station its share (i.e., one-third) of the proceeds from any sale, license or other transfer of Pool Video to a third party as permitted herein on a quarterly basis, within thirty (30) days after the midpoint and the end of each contract year of the Term. Each such distribution shall include a written certification from an officer of the selling Pool Station as to the accuracy of such payment. Notwithstanding the foregoing, no Pool Station shall have audit rights, accounting rights or the right to request and receive business records documenting any such sales of Pool Video and the payment obligations hereunder and no documentation relating to such revenue share shall be itemized or otherwise make reference to individual sales of Pool Video.

#### 6. **Operating Conditions.**

a. **SKY Responsibilities.** The ultimate decision regarding whether to operate the Pool Helicopter or the flight path, direction or location of the Pool Helicopter, shall be at the sole discretion of the helicopter pilot in command, who shall at all times maintain the right to overrule any requests made by any or all of the Pool Stations.

b. **Use of Pool Video.** Each Pool Station shall exercise its own independent judgment regarding the selection of which news events to cover or report, and shall further exercise its own independent editorial judgment regarding the manner in which such reports are presented on its respective broadcasts, website or other distribution outlets.

7. **Pilots and Photographers.** Each Pool Station acknowledges that the Pool Helicopter's primary and backup pilots and photographers shall be provided by SKY pursuant to the Service Agreement and that pursuant to the terms of the Service Agreement SKY provides and remains solely responsible for servicing the Pool Helicopter, including maintenance, pilot training, flight safety measures, and overall compliance with applicable FAA regulations. Therefore, each Pool Station hereby acknowledges and agrees that it shall not hold any other Pool Station liable or responsible for such compliance or service, or for the actions, errors, or omissions of any Pool Helicopter pilots or photographers.

8. **Dispute Resolution.** In the event of a dispute regarding finances, the Parties' respective vice presidents of finance at the corporate parent level (or equivalent) will discuss the matter; if they are unable to resolve the dispute after good-faith negotiation, then the Parties' respective division presidents will discuss the matter. In the event of a dispute regarding newsgathering operations, the Parties' respective news directors will discuss the matter; if they are unable to resolve the dispute after good-faith negotiation, then the Parties' respective general managers will discuss the matter. If the Parties are still unable to reach resolution, the parties agree to waive their right to a jury trial if their dispute results in litigation.