

NEWS SHARE AGREEMENT

THIS NEWS SHARE AGREEMENT (the "Agreement") is made and entered into this 2nd day of May, 2006, by and between WLFL, Inc., a Maryland corporation doing business as WLFL-TV ("WLFL"), and WTVD Television LLC, (a Delaware Limited Liability Company) licensee of television station WTVD-TV ("WTVD"). WLFL and WTVD shall be individually referred to as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, WLFL wishes to procure from WTVD a live feed newscast consistent with industry standards fully produced by WTVD for broadcast on WLFL from 10:00 p.m. to 10:35 p.m. Sundays through Saturdays of each week throughout the term of the Agreement, and WTVD wishes to provide such a program to WLFL;

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.**

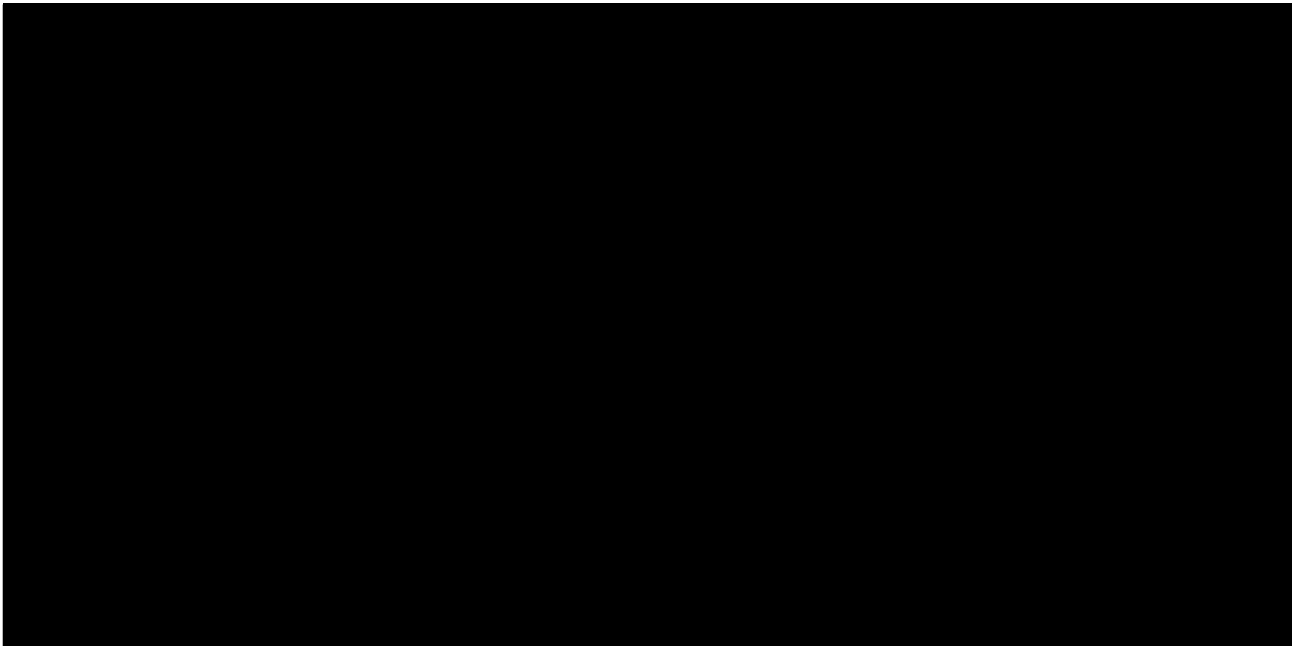
(a)(i). **The Newscast.** Subject to the terms and conditions hereinafter set forth, WLFL shall procure, and WTVD shall provide, via means of a microwave feed, fiber optics link or similar technology (as mutually agreed to by the Parties) from WTVD, a live feed newscast fully produced and staffed by WTVD for broadcast on WLFL from 10:00 p.m. to 10:35 p.m., seven nights per week, Sundays through Saturdays of each week throughout the term (the "Newscast"); provided, however, WLFL shall have the right to tape-delay the Newscast in the event any WLFL programming continues beyond 10:00 P.M., but in any such event, the Newscast shall not be delayed beyond thirty (30) minutes, and to the extent possible, WLFL shall provide WTVD with advance notice of any such required tape delay.

(ii). At WLFL's request, WTVD shall produce and include in the Newscast a news crawl. WLFL shall retain the exclusive right to sell all commercial time within the Newscast (including one (1) weather sponsorship and one (1) sports sponsorship of 5 seconds or less in each Newscast); provided, however, that WLFL shall not be permitted to sell sponsorships of the news crawls.

(iii). Notwithstanding anything to the contrary contained herein, the Newscast shall be formatted for eighteen (18) thirty second (:30) advertising units for WLFL to sell, and the break structure shall be mutually determined by the Parties. WLFL may utilize one thirty second (:30) advertising unit in the Newscast for promotion of its programming, and during "sweeps" periods, an additional thirty second (:30) advertising unit may be utilized for promotion of the following night's Newscast (said promo shall be produced by WTVD). WTVD may utilize one ten second (:10) advertising unit in each

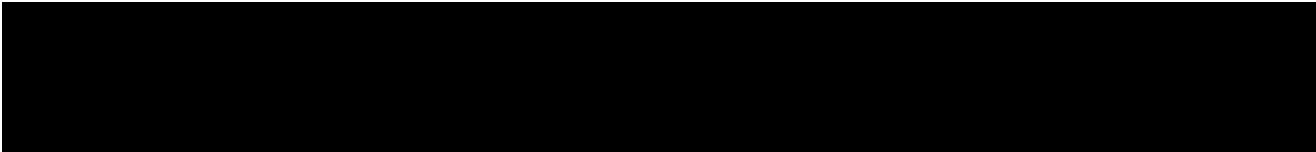
News cast for promotion of WTVD's early morning news cast to be broadcast the next morning. The Parties agree that they shall consult on a regular basis regarding each Party's use and exploitation of all such promotional spots.

(iv). WLFL will comply with all federal, state, and local laws and regulations governing advertising, [REDACTED], [REDACTED] [REDACTED] g [REDACTED] p [REDACTED]



c. Anchors/Personnel. For the Monday through Friday News casts, WTVD shall furnish the services of its Monday through Friday weeknight news, sports and weather anchors and reporters. For the weekend News casts, WTVD shall furnish the services of its weekend news, sports and weather anchors and reporters. The anchors and other personnel used in the News cast shall remain on the payroll of WTVD, and shall at all times be subject to WTVD's work practices, benefit programs and standards. [REDACTED]

[REDACTED] The news anchors shall make themselves available from time to time (but not less than once each calendar quarter) for news marketing and promotional purposes, upon WLFL's reasonable advance written request and with the reasonable consent of WTVD.



e. WRDC-TV. Subject to the reasonable consent of WTVD, WLFL may change the broadcast of the News cast from WLFL-TV to WRDC-TV.

f. Graphics/Set Design. All production values, graphics, and set design shall be determined by WTVD, with WLFL's reasonable input.

g. Other Content. In addition to the Newscast, WTVD shall provide a thirty second (:30) news topical and a four second (:04) news topical and a four second (:04) weather topical each day (M-F) by 6:30 p.m. WTVD 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 WLFL any time. WTVD shall produce other promotions as needed, as mutually agreed to by the parties. Both parties agree to monitor promotion needs and conduct on-going discussions, as needed.

2. TERM.

a. The term of this Agreement shall be for a period of twenty four (24) months, commencing on the first date on which the Newscast is actually broadcast on WLFL, which date shall be no later than [REDACTED] (hereinafter, the "Term"); provided, however, that upon the end of the Term, this Agreement will be automatically renewed for successive one (1) year terms, unless at least six (6) months prior to the end of the 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 parties will meet periodically to evaluate the success of the Newscast. This Agreement may be terminated at any time by written, mutual agreement of the parties.

b. Upon delivery by either Party of such notice of termination, WLFL shall have the right to negotiate with any third party, including, without limitation, another commercial air television broadcaster or cable service in the Raleigh, North Carolina designated market area, for the procurement of substitute programming for broadcast on WLFL from 10:00 p.m. to 10:35 p.m. Sundays through Saturdays commencing upon termination of this Agreement.

c. Notwithstanding Paragraph 2 (a) above, this Agreement may be terminated by WTVD or WLFL, by written notice 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 decision of an administrative agency or court of competent jurisdiction, which is not subject to appeal or further administrative or judicial review;

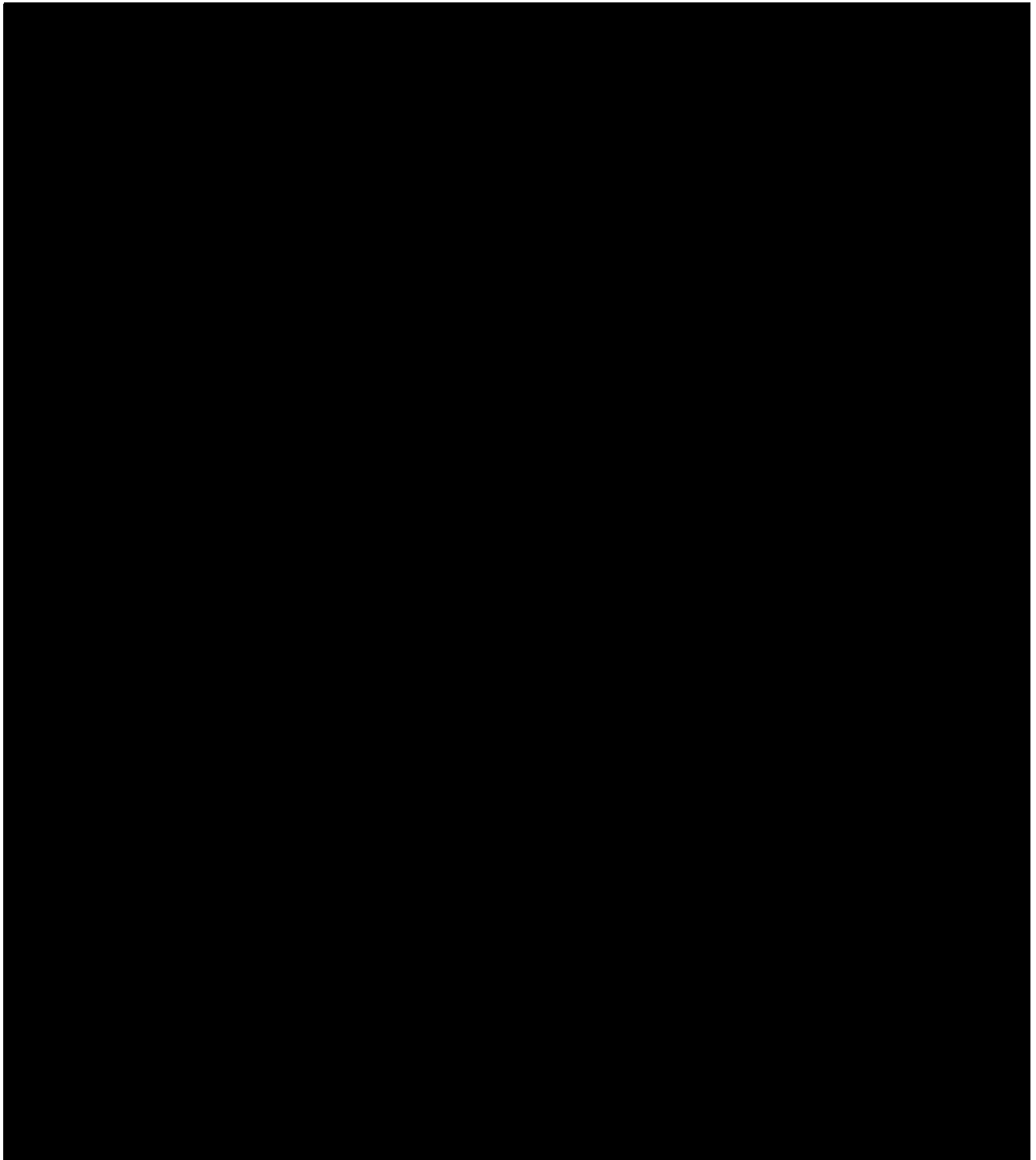
(ii) there has been a change in the Communications Act that causes this Agreement to be in violation thereof and the applicability of such change is not subject to appeal or further administrative review;

(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; or

(iv) if WTVD materially breaches its obligations hereunder and such breach would have an adverse effect on the WLFL's FCC license.

3. EXPENSES AND PROFIT SPLIT.



4. PROGRAMMING.

a. Ownership. WTVD shall own all right, title, and interest to all Newscasts hereunder and shall have the right to exploit any elements contained within the Newscasts in any manner and in any and all media, subject to the provisions of Paragraph 10 herein. Neither party shall have the right to rebroadcast the Newscast, except that each party may rebroadcast stories/portions of the Newscast in the form of (i) news content on the Party's website or digital channels; (ii) a webcast Internet on a live or delayed basis; (iii) as a part of news content on WTVD's other newscasts; and/or (iv) in other media as may be necessary for suitable promotion and marketing. In addition, from time to time, and with the prior consent of WTVD, which consent shall not be unreasonably withheld, WLFL may allow another Sinclair Broadcast Group Station to air a Newscast segment concerning an event of national importance. Finally, WLFL shall have the right to post any content from the Newscast on its website. WLFL agrees that all WLFL uses of stories/portions of the Newscast as provided above shall clearly identify the title of the Newscast..

b. Control. WTVD agrees that the Newscast will comply with all applicable federal, state and local regulations and policies, including FCC requirements regarding closed captioning. Accordingly, WLFL 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, WLFL 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.

c. Other Content. In addition to the Newscast, WTVD shall make a good faith effort to furnish WLFL with severe weather watches/warnings as the same becomes available to WTVD, for WLFL's use. WLFL may decide not to use said information in its sole and absolute discretion. The method of delivery of this information will be by phone or e-mail to a designated person at WLFL. WLFL may also monitor WTVD'S off-air signal to see this information.

5. STAFFING. WTVD recognizes that it might be necessary for WLFL to terminate certain of its current employees once the Agreement is implemented. WTVD will be under no obligation to hire or assume the employment contract of any current WLFL employee as part of this Agreement, except that WTVD shall, in good faith, give reasonable consideration to WLFL employees to fill positions that will be created as a result of, or in connection with, the Newscast.

6. PROMOTION. WTVD and WLFL agree that the ratings and financial success of the Newscast will be enhanced by mutual on-air promotion of the Newscast;

therefore, WTVD and WLFL 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 WTVD, with the advice of WLFL.

7. MUSIC. WLFL shall be solely responsible for all performance licenses of any music included in the Newscasts, and WTVD shall be solely responsible for all other music licenses, including synchronization and master licenses.

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: (a) comprehensive general liability insurance in the amount of at least [REDACTED]; (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, with a deductible of no more than [REDACTED] claim, as to which coverage WTVD shall name WLFL as an additional named insured on its policy 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.

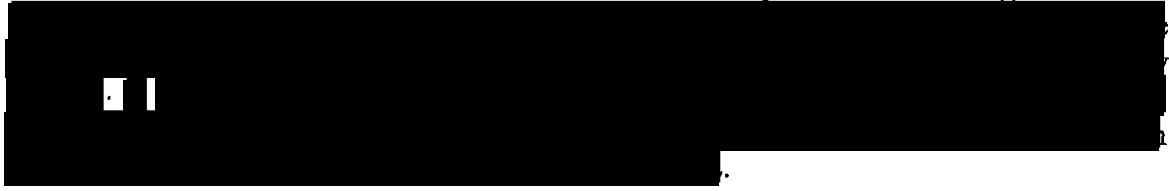
9. FORCE MAJEURE. If WTVD is prevented from making timely delivery of the Newscasts, as herein provided, or if WLFL is prevented from exhibiting the Newscasts as herein provided, by reason of an act of God, strike, labor dispute, fire, flood, delay in transportation, failure or delay in technical equipment, war, public disaster, preemption or 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 WTVD or WLFL, as the case may be, such failure shall not be a breach of this Agreement and, condition shall be a valid excuse for delay in performance or non-performance of such obligations.

10. INDEMNIFICATION.

a. WLFL hereby indemnifies, defends and holds harmless WTVD, its parent companies, and all subsidiaries, related and affiliated companies of each, and their respective officers, directors, agents, employees and assigns, 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 WTVD as a result of the violation or breach by WLFL of any representations, warranties, covenants or other responsibilities of WLFL pursuant to this Agreement or

[REDACTED] in [REDACTED];

b. WTVD hereby indemnifies, defends and holds harmless WLFL, its parent companies, and all subsidiaries, related and affiliated companies of each, and their respective officers, directors, agents, employees and assigns, 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 WLFL as a result of the violation or breach by WTVD of any representation, warranties, covenants or other responsibilities of WTVD pursuant to this Agreement or



c. WLFL or WTVD, 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 10 ("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 Paragraph 10 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 judgement 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 judgement 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.

11. EXCLUSIVITY. During the Term of this Agreement, WTVD shall not produce television newscasts with, or for, any broadcast or cable television station serving the Raleigh-Durham designated market area, other than (a) WLFL and (b) any station controlling, controlled by, or under common control with, WTVD.

12. 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, 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 WTVD:

WTVD-TV
411 Liberty Street
Durham, North Carolina 27701
Attention: General Manager
With a copy to:

ABC, Inc.
77 West 66th Street
New York, NY 10023
Attn: Vice President, Legal & Business Affairs

If to WLFL:

WLFL-TV
3012 Highwoods Blvd.
Suite 101
Raleigh, NC 27604
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 approval of the other Party, which approval shall not be unreasonably withheld or delayed.

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. This Agreement is subject to 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 New York, without regard to conflicts of law rules.

e. 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. 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. Operating Conditions Agreement. WLFL and WTVD shall collaborate to create a Newscast Operating Conditions Agreement. This agreement will provide the basis for daily operations contingencies, procedures for editorial compliance with FCC quarterly issues and program requirements, regularly scheduled operations, editorial and ratings reviews, and guidelines for WLFL staff and client access to WTVD news studios.

h. 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.

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

j. 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.

k. 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"). 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.

[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.

WTVD Television LLC

By: 
Name: BRANDA PRAZENICA
Title: PRESIDENT & GENERAL MANAGER

WFLA, INC.

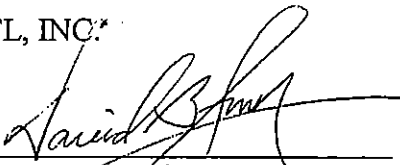
By: _____
Name:
Title:

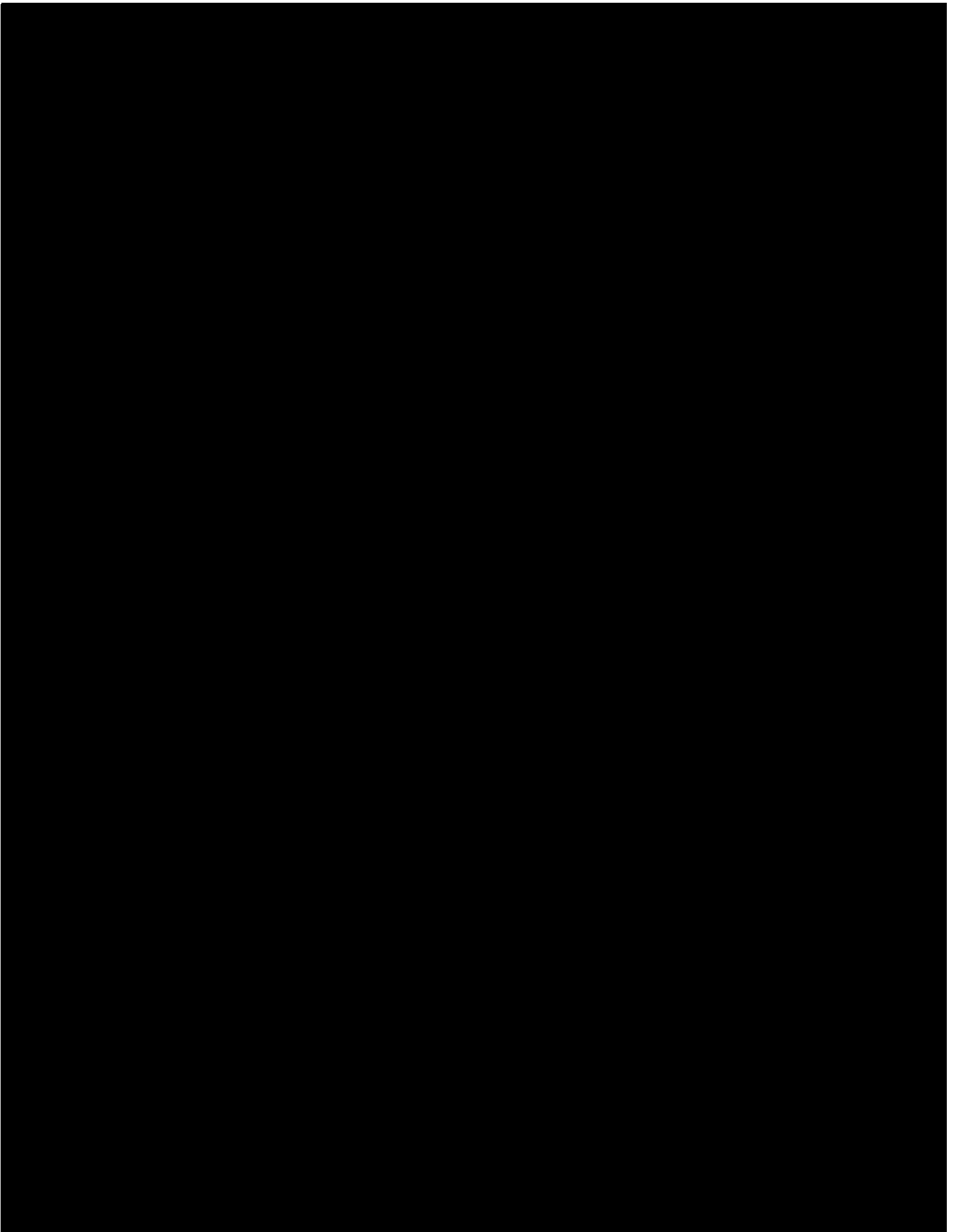
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly executed officers, as of the day and year first above written.

WTVD Television LLC

By: _____
Name:
Title:

WLFL, INC.*

By: 
Name: David B. Amy
Title: Secretary





3

4

5

6

7

8

9

10

11

12