



15 July 2015

Mr. Bill Bradley  
General Manager  
WHP-TV CBS21  
3300 North Sixth Street  
Harrisburg, PA 17110

RE: Letter of Agreement Content and Promotional Arrangement

Dear Bill:

This Letter of Agreement (hereafter "**AGREEMENT**") is between Cumulus Radio Corp. (hereafter "**CUMULUS**") and Sinclair Communications LLC d/b/a WHP-TV CBS21 (hereafter "**CBS21**") who are hereby entering into a shared content and promotional arrangement as defined below:

1. **PURPOSE.** The AGREEMENT will allow CBS21 to share programming, news, information, weather and sports content (hereafter "**CONTENT**") with CUMULUS as defined in this AGREEMENT [REDACTED]
2. **EFFECTIVE DATE.** The effective date of this AGREEMENT will be July 15, 2015.
3. **TERM.** The AGREEMENT will continue on a month-to-month basis provided the parties desire to continue the AGREEMENT. Notwithstanding the foregoing, either party may cancel the AGREEMENT at any time and for any reason with thirty (30) days prior written notice to the other.
4. **LICENSE.** Subject to the limitations set forth in this AGREEMENT and for the Term, CBS21 grants CUMULUS the exclusive, non-transferable, limited right and license to use the CONTENT as provided below.
5. **CONTENT DEFINITION.** It is agreed and understood that, specifically subject to the restrictions set forth in Paragraph 5(k), below; CUMULUS will have access to and may use CBS21 CONTENT as defined in the following ways.
  - a. **News Stories.** CUMULUS may use and/or edit any local news stories from CBS21.
  - b. **Audio.** CUMULUS may record, edit and rebroadcast any audio from CBS21's local news and information programming.
  - c. **News Calls/Wraps/Voiceovers.** CUMULUS may record, edit and rebroadcast any local news sound bites, news calls, news wraps or news voiceovers from CBS21.
  - d. **Weather.** CUMULUS may use weather information gathered by CBS21 including weather forecasts, weather alerts or bulletins, wall-to-wall weather coverage, weather reports and


A handwritten signature in black ink, appearing to be "Bill Bradley", located in the bottom right corner of the page.

weather audio ("**Weather Services**"). With respect to providing to CUMULUS the Weather Services, CBS21 shall be obligated to make available certain of its employees to provide live weather inserts in radio broadcasts on the Cumulus Stations (as defined below) five (5) days per week (Monday through Friday) and shall be scheduled during the hours of 4am through 5pm. The number of weather inserts shall not typically exceed four (4) per day and shall be scheduled at mutually acceptable times between CBS21 and CUMULUS; *provided, however*, that the CBS21 employees' primary obligations shall be to perform his/her services to CBS21. CBS21 will make commercially reasonable efforts to feature (1) live insert each week from a morning CUMULUS on air team during the CBS21 Daybreak newscast between 4:30 and 7:00am.

- e. **Closings.** CUMULUS may use any school or business related closing information gathered by CBS21 for purposes of on-air radio or on-line Internet radio rebroadcast provided it is the same audio signal feed.
- f. **Crisis Coverage.** CUMULUS may use and rebroadcast both on-air and on-line, provided it is the same audio signal feed, any local wall-to-wall crisis coverage that is gathered and reported on by CBS21 whether it is news related or weather related such as severe weather warnings, tornado warnings, etc.
- g. **Field Reporters.** CUMULUS may contact CBS21 News Management (not any CBS21 News Employee directly) to mutually agree on doing field reports at the scene of a newsworthy event or story.
- h. **Website Link.** CUMULUS may link to/from any content posted on CBS21's website at [www.cbs21.com](http://www.cbs21.com); *provided, however*, that CBS21's identity and its sponsors will remain visible on the page view. CUMULUS agrees to "retweet" CBS21's news and weather CONTENT.
- i. **Exclusions.** Specifically excluded from the license granted in this AGREEMENT is any and all CONTENT containing video or audio footage for which CBS21 is not the owner of the copyright including, but not limited to, (i) Network-supplied programming (including, but not limited to news programming, stories, features, interviews, headlines or excerpts), (ii) programming from CBS21's news cooperatives (including but not limited to CNN, ABC NewsOne, Reuters or the Associated Press), (iii) repurposed weather reports from AccuWeather, (iv) collegiate and professional sports league games, and (v) any content identified by CBS21 that may infringe on the rights of or could cause harm or injury to a third party or contains an error in news reporting. It is understood that, although CUMULUS has the right to edit or excerpt the CONTENT, such editing or excerpting shall not be performed in such a manner as to change the meaning of, misrepresent or distort any CONTENT.

6. **PERMITTED USES.** Subject to the restrictions contained herein, CUMULUS may use any of the CONTENT defined in Paragraph 5 in the following ways:

- a. ON-AIR Radio Broadcasting.
- b. ON-LINE Internet Radio Broadcast or Streaming provided it is the same audio signal feed as the ON-AIR radio broadcast.
- c. ON-DEMAND Internet Radio Broadcast or Podcasting provided it is the same audio signal feed as the ON-AIR radio broadcast.
- d. In the event that CBS21 reasonably believes that any CBS21 CONTENT could give rise to a claim that such material infringes the rights of or could cause harm or injury to a third party or contains an error in news reporting (hereafter "**CBS21 Excluded Material**"), CBS21 shall



promptly notify CUMULUS advising it to cease use of such CBS21 EXCLUDED MATERIAL and to promptly withdraw such CBS21 EXCLUDED MATERIAL from any news programs, websites, or other platforms on which it has used the CBS21 EXCLUDED MATERIAL. CUMULUS shall promptly comply with such instructions.

7. **STATIONS.** For purposes of this AGREEMENT, "**CUMULUS Stations**" are defined as the following on-air radio and Internet radio station facilities as of the effective date of this AGREEMENT and their corresponding websites. This station roster can/may be amended or revised by CUMULUS in the event of format changes, station sales, station transfers, station acquisitions, station divestitures, etc., so long as CUMULUS maintains the terms of this AGREEMENT on any participating stations and CBS21 agrees in writing. Furthermore, this AGREEMENT may be expanded in the future to include other CUMULUS stations (owned and operated by CUMULUS or other companies that are subsidiaries of Cumulus Media Inc.) located within the Harrisburg-York-Lancaster, PA DMA at the option of CUMULUS and with the written consent of CBS21.

- a. WARM-FM WARM 103.3 [www.warm1033.com](http://www.warm1033.com)
- b. WSBA-AM NEWSRADIO 910 [www.newsradio910.com](http://www.newsradio910.com)
- c. WSOX-FM 96.1 [www.961sox.com](http://www.961sox.com)
- d. WGLD-AM SPORTS RADIO 1440 [www.sportsradio1440.com](http://www.sportsradio1440.com)
- e. WIOV-FM I-105 [www.wiov.com](http://www.wiov.com)
- f. WIOV-AM/W253AC-FX SPORTS RADIO 98.5 & 1240 [www.sportsradioberks.com](http://www.sportsradioberks.com)

8. **PROGRAMMING AUTHORITY.** It is acknowledged by the parties that nothing in this AGREEMENT gives either party any programming authority over the other and either party has full, exclusive and complete control over the programming and programming decisions of their respective operations.

9. **TECHNICAL ABILITY.** The parties agree to work together in the same spirit of cooperation that lead to the formation of this arrangement and AGREEMENT in assisting each other to take full advantage of the opportunities this AGREEMENT affords the other through the sharing and cooperation of any/all technical needs and ability to access the content defined in this AGREEMENT; however, there will be no out of pocket costs incurred by CBS21. CUMULUS shall provide, at its sole expense, all equipment necessary to transmit and receive the CONTENT to and from the CUMULUS stations and CBS21 studios. Such expenses shall include, but not be limited to, transmission and receiver equipment, installation, maintenance and monthly telecommunication/internet fees at the CUMULUS location. It is understood that any/all equipment provided will remain the property of CUMULUS and will be promptly returned in the event this AGREEMENT terminates. Furthermore, the parties agree to share the necessary access, knowledge and expertise with each other as it relates to the technical components of this AGREEMENT.

10. **PROMOTION.** 





**11. USE OF MARKS.** It is agreed that each party is granting to the other a conditional license to use the other's names or trademarks provided that such use is within the terms of this AGREEMENT. ~~The respective parties retain full ownership to their respective marks, trademarks, copyrighted content and material both during, and after the term, of this AGREEMENT.~~

**12. OWNERSHIP.** All right, title and interest in and to the CBS21 CONTENT, including without limitation, the content, titles, names, stories, incidents, ideas, formulas, format, any other literary, musical, artistic or creative material included therein, will, as between CUMULUS and CBS21, remain vested in CBS21.

**13. COMPENSATION.**



**14. EXCLUSIVE AGREEMENT.** CUMULUS shall not use other local media providers to provide local news and weather reporting services to the CUMULUS stations defined in this AGREEMENT, while this AGREEMENT remains in effect, with the exceptions noted in Paragraph #7. Likewise, CBS21 shall not provide any content, news and weather-related reports to other local media outlets in the York/Lancaster, PA Designated Market Area (DMA) using any of its employees while this AGREEMENT remains in effect except for [REDACTED]

[REDACTED] Nothing in this AGREEMENT prohibits either party from maintaining commercial advertising relationships, promotional partnerships, news cooperative arrangements (including, but not limited to, CNN, ABC NewsOne and Associated Press) or public service partnerships with other competing television, radio or Internet operations.

**15. WARRANTIES.** The parties represent and warrant that each has the right to enter into this AGREEMENT and that its performance of the respective commitments will not violate any other contract to which each is a party.

**16. INDEMNITY.** CBS21 will indemnify and hold CUMULUS harmless from any and all claims, damages, liabilities, costs and expenses, including reasonable attorneys' fees, incurred by CUMULUS and arising from the use, telecast, broadcast or publication of the CONTENT as furnished by CBS21 or incurred as a result of any use of that material that is not modified, edited or changed by CUMULUS, and CUMULUS will indemnify and hold CBS21 harmless from any and all claims, damages, liabilities, costs and expenses, including reasonable attorneys' fees, incurred by CBS21 and arising from the use, telecast, broadcast or publication of the CONTENT as modified, edited or changed by CUMULUS or incurred as a result of any use of that altered material; *provided, however*, that (a) each party shall promptly notify the other of any claim or litigation to which the foregoing indemnity applies, (b) the indemnified party's obligation with respect to any settlement shall be limited to the amount approved in advance of such settlement by the indemnified party, and (c) at indemnified party's option, it may assume, at its expense and through counsel of its choice, the defense of any such claim or litigation, in which case the indemnifying party's obligations with respect thereto shall be limited to the payment of any court-ordered judgment or settlement approved by the other. Each party's warranty and indemnification obligations shall survive the termination of this Agreement.

**17. CONFIDENTIALITY.** The parties agree that the nature of this AGREEMENT and partnership is special and unique and as such agree to keep the terms of this AGREEMENT confidential to each other without the express permission and consent of the other party.

**18. MISCELLANEOUS.**

- a. **Headings.** The titles and headings of the various sections and paragraphs in this AGREEMENT are intended solely for convenience and reference and are not intended for any other purpose whatsoever.
- b. **Governing Law.** This AGREEMENT shall be construed in accordance and governed by the laws of the State of Maryland.
- c. **Severability.** Should any provision or part of any provision of this AGREEMENT be void or unenforceable, the provisions or part thereof shall be deemed omitted and the AGREEMENT, with such provision or part thereof omitted shall remain in full force and effect.
- d. **Assignment.** This AGREEMENT may not be assigned by either party, including all rights and obligations hereunder without the prior written consent of the other, not to be

unreasonably withheld; provided, however, that either party may assign this Agreement or any interest therein, by operation of law or otherwise, to (i) its parent company or any affiliate or subsidiary of it or its parent company, or (ii) any entity that acquires all or substantially all of its assets. This AGREEMENT shall inure to the benefit of the parties, their successors and permitted assigns.

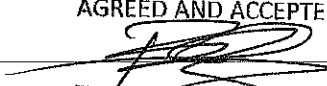
- e. **Waiver.** The waiver by either party of a breach or default of any provision of this AGREEMENT by the other party shall not be construed as a waiver of any succeeding breach of the same or any other provision, nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has following notice to the other party and seven (7) days' opportunity to cure, or may have hereunder, operate as a waiver of any right, power or privilege by such party.
- f. **Counterparts.** This AGREEMENT may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same document.
- g. **Notices.** All notices required to be given or made hereunder shall be in writing and sent either by personal delivery, by mail (regular or overnight delivery) or by telecopier or addressed as set forth in this AGREEMENT, or to such other address as may be designated in writing by either party. Notice given by mail, and notice by telecopier shall be deemed given upon the date of receipt thereof. In the cases of notices sent to CBS21, a copy must be sent to:


Sinclair Communications LLC d/b/a/ WHP-TV CBS21  
10706 Beaver Dam Road, Hunt Valley, MD 21030  
ATTN: General Counsel  
Telecopy: 410-568-1537

- h. **Merger.** This AGREEMENT constitutes the entire agreement between the parties hereto pertaining to the subject matter contained herein, supersedes all prior agreements and may not be changed except in writing signed by both parties.
- i. **Press Releases.** Neither party will issue a press release or make any public statement about this agreement without first obtaining the other party's written consent.

If you agree that this AGREEMENT correctly and accurately reflects the intent and understanding of our relationship, kindly acknowledge your approval and return a copy to me.

AGREED AND ACCEPTED:

  
\_\_\_\_\_  
Ron Giovanniello  
Regional Vice President  
Cumulus Radio Corp.

  
\_\_\_\_\_  
David R. Bochenek  
Authorized Signatory  
Sinclair Communications LLC d/b/a WHP-TV CBS21  
Telecopy: 410-568-1559