

**SINCLAIR**  
BROADCAST GROUP

10706 Beaver Dam Road  
Hunt Valley, Maryland 21030  
410 568 1500  
sbgi.net

September 6, 2019

Cunningham Broadcasting Corporation  
2000 W 41<sup>st</sup> Street  
Baltimore, MD 21211  
Attn: Michael Anderson, President

Re: Consent to Temporary Joint Use of Channel

Dear Michael:


This letter agreement ("Letter Agreement") is entered into as of the date set forth above by and between WMMP Licensee L.P. ("Sinclair") and WTAT Licensee, LLC ("Cunningham"). Sinclair is the licensee of television broadcast station WCIV (Charleston, SC; Fac. ID 9015) ("WCIV"). Cunningham is the licensee of television broadcast station WTAT-TV (Charleston, SC; Fac. ID 416) ("WTAT"). Due to delays in the tower work for WTAT, WTAT will be unable to transition to its post-auction repack channel by the FCC mandated phase completion date of September 11, 2019.

In an effort to ensure minimal disruption to viewers, Sinclair hereby consents to WTAT operating its primary channel (the "WTAT Fox Program Stream") on a subchannel of WCIV's channel 25 (the "Host Channel") until such time as WTAT is able to complete the transition to its post-auction repack channel (the "Interim Period").

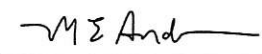
In consideration of Sinclair agreeing to allow Cunningham to broadcast the WTAT Fox Program Stream on the Host Channel, Cunningham hereby agrees to indemnify and hold harmless Sinclair, its subsidiaries and parent corporations and any directors, officers, employees and agents of any of them, and defend any action brought against any of the same with respect to any third party (including, without limitation, any governmental agency) claim, demand, cause of action, debt, fine, forfeiture or liability, including reasonable attorney's fees, to the extent that such action is based upon the broadcast of the WTAT Fox Program Stream on the Host Channel during the Interim Period, provided such broadcast occurs prior to any termination of this Letter Agreement.

Notwithstanding anything herein to the contrary, either of Cunningham and Sinclair may terminate this Letter Agreement at any time hereafter immediately upon notice to the other.

Sincerely,  
**WMMP Licensee L.P.**

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

**AGREED AND ACCEPTED**  
**WTAT Licensee, LLC**

By:   
Name: Michael Anderson  
Title: President