

AGREEMENT

This Agreement (this "Agreement") is entered into and effective as of March 19, 2021 (the "Effective Date"), by and between Cache County ("County"), and KJZZ Licensee, LLC ("KJZZ Licensee"), a subsidiary of Sinclair Broadcast Group, Inc. ("Sinclair").

WHEREAS, KJZZ Licensee is the owner of the FCC license related to that certain digital television translator with the call letters K18DL-D (Digital Channel: 18; Facility ID: 36605) (the "Translator");

WHEREAS, The County is under a long-term lease agreement with the Beus Group (the "Beus Lease") and operates a television transmission facility on Mt. Pisgah, UT, from which several television translator stations transmit into the County, subject to the terms of the Beus Lease;

WHEREAS, the County entered into an agreement, dated January 1, 2008 ("Prior Agreement"), with KJZZ Licensee's predecessor, Larry H. Miller Communications Corp. ("Larry Miller"), whereby Larry Miller agreed to assign the Translator's FCC license to the County;

WHEREAS, Larry Miller did not thereafter assign the Translator's FCC license to the County, and Sinclair did not assume the Prior Agreement when it acquired the assets relating to the television broadcast KJZZ-TV from Larry Miller; and

WHEREAS, KJZZ Licensee is now willing to assign the Translator's FCC license to the County pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and intending to be legally bound by the terms and conditions hereof, the parties agree as follows:

1. KJZZ Licensee shall assign the Translator's FCC license to the County by filing an application with the FCC within seven (7) business days of the execution of this Agreement. No cash consideration shall be payable in connection with such assignment.
2. The County agrees to transmit KJZZ-TV's signal for the duration of the Beus Lease, (including any renewals and extensions thereof), or until KJZZ provides written notice of termination of this Agreement, whichever comes first, and KJZZ Licensee hereby provides authorization for the County to so transmit KJZZ-TV's signal during such period.
3. Once the license is assigned to the County pursuant to FCC approval, the County shall pay all costs related to the operation, maintenance, and repair of the Translator and any replacement thereof.
4. The County shall not take any action or unreasonably omit any action that would be reasonably likely to result in a (i) revocation, non-renewal, or material impairment of the Translator's FCC license or (ii) material adverse effect upon the Transmitter.

5. Subject to the terms herein, this Agreement may be assigned by Sinclair, without consent of the County, to any person or entity that purchases the television broadcast station KJZZ-TV.

IN WITNESS WHEREOF, each of the parties hereto has duly executed and delivered in its name and on its behalf all on the day and year first above written.

CACHE COUNTY

KJZZ LICENSEE, LLC

By: David Zook
Name: David N. Zook
Title: County Executive

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