

TRANSITION SERVICES AGREEMENT

THIS TRANSITION SERVICES AGREEMENT, dated as of [____], 2018 (this “**Agreement**”), is by and between Fox Television Stations, LLC (“**Buyer**”) and Sinclair Television Group, Inc. (“**Seller**”).

WITNESSETH:

WHEREAS, Buyer, Seller, and Tribune Media Company have entered into that certain Asset Purchase Agreement, dated as of May __, 2018 (the “**Purchase Agreement**”);

WHEREAS, in connection with the transactions contemplated by the Purchase Agreement, Buyer desires that Seller provide certain transition services to Buyer after the Closing with respect to KCPQ, KSTU, KSWB-TV, KTXL, WJW, WSFL-TV, and KDVR (collectively, the “**Stations**”);

WHEREAS, Seller has agreed to provide, independently or through other parties providing services to Seller, the Transition Services (as herein defined) to Buyer upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual terms, conditions and agreements set forth herein, the parties hereby agree as follows:

ARTICLE I

DEFINITIONS

1.1 Reference to Purchase Agreement. All capitalized terms used but not specifically defined in this Agreement have the meanings assigned to them in the Purchase Agreement.

ARTICLE II

SERVICES

2.1 Services to be Provided by Seller. On the terms and subject to the conditions set forth herein, Seller shall provide, independently or through other parties providing services to Seller, to Buyer the transition services described in the Services Schedule (the “**Services Schedule**”) in Schedule A attached hereto (“**Transition Services**”). Any functions, responsibilities, activities or tasks that are not specifically described in this Agreement or the Services Schedule, but that (i) are reasonably required for the proper performance and delivery of the Transition Services and (ii) are a necessary or inherent part of the Transition Services, shall be deemed to be implied by and included within the scope of the Transition Services (subject to any limitations set forth in this Agreement or in the Services Schedule) to the same extent and in the same manner as if specifically described in this Agreement or the Services Schedule, as applicable. In the event that Buyer reasonably determines that there are any additional services that are not listed in this Agreement or the Services Schedule that are reasonably required for the transition of the Stations from Seller to Buyer (“**Additional Services**”), then Buyer shall provide written notice to Seller of such requests for Additional

Services and Seller shall review and consider such requests in good faith. Seller shall agree to provide the Additional Services if Seller determines in good faith that such Additional Services can be reasonably provided without materially changing or hindering the operations of Seller or any Affiliate of Seller. Any Additional Services that Seller agrees in writing to provide shall be deemed to be “Transition Services” and automatically added to Schedule A hereto and Buyer shall be responsible for the Service Fees associated therewith.

2.2 Licenses to be Provided by Seller Ancillary to Services. Buyer and Seller hereby acknowledge and agree that certain software, proprietary intellectual property assets, or other systems will be licensed, sublicensed or otherwise provided by Seller for the benefit of Buyer to the extent that such licenses or sublicenses are necessary in connection with and ancillary to the provision of the Transition Services, and that the term for which such licenses or sublicenses will be provided to Buyer will be the same as the term for which Buyer continues to receive the relevant Transition Services. Such licenses or sublicenses may be set forth on Schedule A in connection with the related Transition Services or may otherwise be provided as a necessary or inherent part of the Transition Services as set forth in Section 2.1 hereof.

2.3 Cooperation and Transitional Nature of Services. From the Closing Date until the expiration or termination of each of the Transition Services pursuant to Article V, each of the parties agrees to use its reasonable good faith efforts to work together so that the provision of Transition Services may be transitioned to Buyer as soon as is reasonably practicable. Buyer and Seller shall cooperate with each other in all reasonable respects in the performance by Seller of the Transition Services. For clarity, no additional fees shall be charged or payable with respect to the cooperation and transitional services set forth in this Section 2.3.

ARTICLE III

COMPENSATION

3.1 Service Fees.

(a) Subject in all respects to Section 5.1 hereof, the fees payable to Seller for each Transition Service (the “**Service Fees**”) are set forth in in Schedule B attached hereto (the “**Fee Schedule**”). With respect to all Transition Services other than Digital Hub Services, the Service Fees shall be based on the pro rata portion of the monthly cost (pro-rated for partial months) attributed to each such Transition Service as set forth on the Fee Schedule. With respect to Digital Hub Services, the Service Fees shall be calculated as set forth on the Fee Schedule (such Service Fees, the “**Digital Hub Service Fees**”). With respect to Additional Services, (i) the Service Fees shall be based on the pro rata portion of the monthly cost (pro-rated for partial months) attributed to each such Additional Service, (ii) Seller shall provide written notice of such costs to Buyer prior to commencing the Additional Services, and (iii) such costs shall be added to the Fee Schedule.

(b) Within thirty (30) days after the end of each month, Seller shall send to Buyer an invoice setting forth the Service Fees for the prior month. Buyer shall remit payment for the Service Fees due and payable on such invoice on or before the thirtieth (30th) day

following Buyer's receipt of such invoice. The fees payable by Buyer pursuant to this Section 3.1 shall be exclusive of any federal, state, municipal or other U.S. or foreign government taxes, duties, excises, tariffs, fees, assessments or levies relating to or arising out of the performance or delivery of Transition Services or the payment or receipt of the Service Fees, direct costs or other payments made by Buyer to Seller hereunder. Any such taxes, duties, excises, tariffs, fees, assessments or levies (including any penalties, interest or other costs or liabilities relating thereto) shall be the responsibility of Buyer. Notwithstanding the foregoing, Seller shall be solely responsible for the payment of all benefits and any other direct and indirect compensation for Seller personnel assigned to perform services under this Agreement, as well as such personnel's worker's compensation insurance, employment taxes, and other employer liabilities relating to such personnel as required by Law.

(c) Buyer hereby acknowledges that the group benefit plans that cover the Employees are self-insured plans (the "Seller Plans"). Accordingly, in the event that Seller's cost of maintaining the Employees (as defined by the Purchase Agreement) on the applicable Seller Plans exceeds the aggregate of the Service Fees paid by Buyer with respect to the HR Benefits Services, then the Buyer acknowledges and agrees that Buyer shall be responsible for paying Seller a one-time true-up fee (the "Benefit True-Up Fee") equal to the difference between the aggregate Service Fees paid by Buyer with respect to the HR Benefits Services and the cost incurred by Seller to maintain the Employees on such Seller Plans during the Initial Term with respect to the HR Benefits Services. Within 30 days after termination of the Initial Term of the HR Benefits Services, Seller shall send Buyer an invoice reflecting the Benefit True-Up Fee (or \$0 balance, if no Benefit True-Up Fee is due), which shall be paid by Buyer on or before the thirtieth (30th) day following Buyer's receipt of such invoice.

(d) Reasonable documentation supporting the calculation of the Service Fees (including the Digital Hub Service Fees) and the Benefit True-Up Fee will be provided along with the invoice provided by Seller pursuant to Section 3.1(b). Should Buyer dispute any portion of the amount due with respect to the Service Fees or the Benefit True-Up Fee, Buyer shall notify Seller in writing of the nature and basis of the dispute and Buyer's desired adjustment as soon as reasonably possible, and the parties shall use commercially reasonable efforts to resolve the dispute prior to the payment due date.

ARTICLE IV

COVENANTS

4.1 Compliance with Laws. Each party shall comply, at its own expense, with the provisions of all applicable municipal requirements and those state and federal Laws that may be applicable to the performance of this Agreement, including the performance of the Transition Services hereunder.

4.2 Performance. The Transition Services shall be provided with the same degree of care, skill, and prudence that Seller uses in the operation of its own broadcast television stations and in a manner consistent with the same services provided in connection with the operation of

the Stations and the Purchased Assets in the ordinary course during the year prior to the Closing, including with respect to the timing of such services.

4.3 Personnel. Seller agrees that the Transition Services to be performed by it or on its behalf will be performed by individuals in a manner providing quality at standards consistent with the provisions of Section 4.2.

4.4 Books and Records. All financial records regarding the Transition Services shall be maintained in accordance with GAAP.

4.5 Security. Each party shall comply with the reasonable security requirements of the other party that such party is aware of with respect to use and access of the other party's IT systems, infrastructure, and software (collectively, "Technology Systems") and will use commercially reasonable efforts to prevent the introduction of (a) program code or programming instruction or set of instructions that may disrupt, disable, harm, interfere with, infiltrate, monitor, or otherwise adversely affect computer programs, data files or operations or (b) other code typically described as a malware, spyware, or by similar terms. A party shall use reasonable best efforts to (i) reasonably promptly notify the other party of security breaches of the other party's Technology Systems of which the party becomes aware and (ii) provide, at the other party's request and expense, reasonable cooperation and assistance in any investigation and mitigation efforts relating to such security breaches. As used herein, "security breach" means unauthorized access to or disclosure of computerized data that compromises the security, confidentiality, or integrity of any data maintained by the other party.

4.6 Disclaimer. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, REGARDING THE SERVICES. EACH PARTY EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND TITLE.

ARTICLE V

TERM AND TERMINATION

5.1 Term of Provision of Transition Services. Seller shall provide the Transition Services through and until the 180th day after the Closing Date (the "Initial Term"); provided, however, (i) with respect to HR Benefits Services, the Initial Term shall be thirty (30) days and (ii) with respect to Additional Services, the Initial Term shall commence when the Additional Service is added to this Agreement pursuant to Section 2.1 and continue through and until the 180th day after the Closing Date (other than Additional Services that are HR Benefit Services, which for the avoidance of doubt, shall continue only until the 30th day after the Closing Date). Buyer, upon notice to Seller, may eliminate one or more categories of Transition Services provided to one or more of the Stations and such Service Fees related to such Transition Services shall terminate; provided, however, that Buyer shall not be entitled, without the consent of Seller (which shall not be unreasonably withheld, conditioned or delayed), to eliminate a specific sub-service for any Station unless it eliminates all services within such category with respect to that

Station, it being understood and agreed that in the event of any termination of a specific sub-service, Seller and Buyer shall mutually agree to any adjustments to the Service Fee for the remaining services within such category with respect to that Station. Upon the termination of all Transition Services by either party pursuant to this Section 5.1, this Agreement shall automatically terminate. If Buyer needs one or more Transition Services beyond the applicable Initial Term, and Buyer has used commercially reasonable efforts to transition such Transition Services during the Initial Term, then Buyer may request, and Seller shall use commercially reasonable efforts to provide, the continuation of any or all of the Transition Services beyond the applicable Initial Term on a month-by-month basis; provided, that Buyer continues to pay the Service Fees for such Transition Services in accordance with the Fee Schedule (any such extension, an “**Extension Term**,” and together with the Initial Term, the “**Term**”); provided, that in no event shall the HR Benefits Services be extended beyond the Initial Term of thirty (30) days.

5.2 Termination by Mutual Consent. This Agreement may be terminated by the mutual written consent of Seller and Buyer.

5.3 Other Termination.

(a) Either Seller, on the one hand, or Buyer, on the other hand (the “**Initiating Party**”) may terminate this Agreement with immediate effect by notice in writing to Buyer or Seller, as the case may be, on or at any time after the other party is in material breach of any of its obligations under this Agreement and (if the breach is capable of remedy) has failed to remedy the breach within fifteen (15) days of receipt of notice in writing from the Initiating Party giving particulars of the breach and requiring the other party to remedy the breach.

(b) Without prejudice to the other rights or remedies Seller may have, Seller may terminate this Agreement with immediate effect by notice in writing to Buyer if Buyer fails to pay for a period of more than thirty (30) days any sum due and payable to Seller in accordance with Section 3.1 hereof.

(c) All rights and obligations of Seller and Buyer shall cease to have effect immediately upon termination of this Agreement except that termination shall not affect the accrued rights and obligations of Seller and Buyer at the date of termination and Articles VI, VII and VIII shall survive expiration or termination of this Agreement.

ARTICLE VI

INDEMNIFICATION

6.1 Indemnity. To the extent not prohibited by Law, and except as otherwise provided in this Agreement, each party shall indemnify and hold harmless the other party and its Affiliates and its and their officers, directors, employees and agents from and against any and all Losses in any way caused by or arising from an act (or omission to act) relating to the provision of Transition Services, or otherwise arising out of or relating to this Agreement, that, in each case, constitutes fraud, recklessness, or willful misconduct of the indemnifying party or its employees, agents or contractors.

6.2 Limitation on Liability. Except as set forth in this Section 6.2, the sole and exclusive remedy at law for any claim (whether such claim is framed in tort, contract or otherwise) arising out of a breach of any representation, warranty, covenant, agreement or undertaking in or pursuant to this Agreement shall be a claim for actual damages, which claims are independent of and in addition to any equitable rights or remedies. EXCEPT FOR (i) LOSSES ARISING OUT OF FRAUD, RECKLESSNESS, OR WILLFUL MISCONDUCT, (ii) LOSSES PAYABLE TO A THIRD PARTY IN CONNECTION WITH A THIRD PARTY CLAIM, AND (iii) LOSSES IN ANY WAY CAUSED BY OR ARISING FROM AN ACT (OR OMISSION TO ACT) BY AN EXCLUDED EMPLOYEE IN CONNECTION WITH THE USE OF ANY TRANSITIONAL SPACE, (A) IN NO EVENT SHALL ANY INDEMNIFYING PARTY IN ANY CASE BE LIABLE FOR INDIRECT, CONSEQUENTIAL (EXCEPT TO THE EXTENT REASONABLY FORESEEABLE), PUNITIVE, SPECIAL OR OTHER SIMILAR DAMAGES ARISING FROM ANY CLAIM RELATING TO BREACH OF THIS AGREEMENT OR OTHERWISE RELATING TO ANY OF THE TRANSITION SERVICES PROVIDED HEREUNDER AND (B) THE CUMULATIVE LIABILITY OF EITHER PARTY SHALL NOT EXCEED THE AGGREGATE SERVICE FEES PAID UNDER THIS AGREEMENT.

ARTICLE VII

CONFIDENTIALITY

7.1 Confidentiality. Buyer and Seller shall hold all confidential or proprietary information obtained in connection with the provision by Seller of the Transition Services or receipt by Buyer of the Transition Services and relating to Seller's or Buyer's business ("**Confidential Information**") confidential. The receiving party shall not disclose any Confidential Information of the disclosing party to any third party unless the receiving party is legally compelled to disclose such information, in which event the disclosing party shall provide the receiving party with written notice of such legal compulsion to disclose.

ARTICLE VIII

MISCELLANEOUS

8.1 Independent Entities. In providing the Transition Services hereunder, Seller will act solely as an independent contractor and nothing in this Agreement will constitute or be construed to be or create a partnership, joint venture, or principal/agent between Seller, on the one hand, and the Buyer, on the other, and neither party shall enter into any agreement or commitment which is binding on the other.

8.2 Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

8.3 Counterparts. This Agreement may be executed in counterparts, each of which when executed shall be deemed to be an original but both of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this

Agreement by facsimile or e-mail shall be effective as delivery of a manually executed counterpart of this Agreement.

8.4 Governing Law; Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the Laws of the State of Delaware, without giving effect to conflicts of laws principles that would result in the application of the Law of any other state. In addition, each of the parties (a) consents to submit itself, and hereby submits itself, to the personal jurisdiction of the Court of Chancery of the State of Delaware and any federal court located in the State of Delaware, or, if neither of such courts has subject matter jurisdiction, any state court of the State of Delaware having subject matter jurisdiction, in the event any dispute arises out of this Agreement or any of the transactions contemplated by this Agreement, (b) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, and agrees not to plead or claim any objection to the laying of venue in any such court or that any judicial proceeding in any such court has been brought in an inconvenient forum, (c) agrees that it will not bring any action relating to this Agreement or any of the transactions contemplated by this Agreement in any court other than the Court of Chancery of the State of Delaware and any federal court located in the State of Delaware, or, if neither of such courts has subject matter jurisdiction, any state court of the State of Delaware having subject matter jurisdiction, and (d) consents to service of process being made through the notice procedures set forth in Section 8.12, which service of process will be deemed made on the third (3rd) day following delivery of such notice.

8.5 No Third Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

8.6 Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns; provided, however, that no party may assign this Agreement without the express prior written consent of the other party, provided however that Buyer may assign its rights and obligations hereunder to a permitted assignee of any of its rights or obligations under the Purchase Agreement.

8.7 Entire Agreement/Amendment. This Agreement, the Purchase Agreement, the Ancillary Agreements and the Confidentiality Agreement constitute the entire agreement of the parties hereto with respect to the subject matter hereof and thereof and supersede all prior agreements and undertakings, both written and oral, between Seller and Buyer with respect to the subject matter hereof and thereof, except as otherwise expressly provided herein. This Agreement may not be amended or modified except by an instrument in writing signed by Seller and Buyer. No failure or delay by either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by applicable Law

8.8 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced because of the application of any Law or the regulations and policies of any Governmental Authority or the decision by any Governmental Authority of competent jurisdiction (including any court), all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to either party hereto. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

8.9 Other Agreements. Nothing contained in this Agreement is intended to amend or modify in any respect the rights and obligations of the parties to the Purchase Agreement.

8.10 Order of Precedence. To the extent that any provision contained in this Agreement conflicts with, or cannot logically be read in accordance with, any provision of the Purchase Agreement, the provision contained in this Agreement will prevail.

8.11 Force Majeure. A party will not be liable to the other for any delay or failure of the party to perform its obligations hereunder if such delay or failure arises from any cause or causes beyond the reasonable control of the nonperforming party. Such causes will include, but are not limited to, acts of God, floods, fires, loss of electricity or other utilities, or delays by the other party in providing required resources or support.

8.12 Notices. Notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally, by facsimile (with confirmation of transmission), by email (with confirmation of receipt) or sent by a nationally recognized overnight courier service, such as Federal Express, to the parties at the following addresses (or at such other address for a party as shall be specified by like notice made pursuant to this Section 8.12):

If to Seller:

Sinclair Television Group, Inc.
10706 Beaver Dam Road
Cockeysville, Maryland 21030
Attention: Christopher R. Ripley, President
Fax: (410) 568-1591
Email: csripley@sbgstv.com

with a copy (which shall not constitute notice) to:

Sinclair Television Group, Inc.
10706 Beaver Dam Road
Cockeysville, Maryland 21030
Attention: Barry Faber, General Counsel

Fax: (410) 568-1537
Email: bfaber@sbgstv.com

and

Fried, Frank, Harris, Shriver & Jacobson LLP
One New York Plaza
New York, NY 10004
Attention: Philip Richter
Fax: (212) 859-4000
Email: philip.richter@friedfrank.com

If to Buyer:

Fox Television Stations, LLC
1211 Avenue of the Americas
New York, NY 10036
Attention: Joseph Dorrego, Executive Vice President and Chief Financial Officer
Fax: (212) 301-5058
Email: joseph.dorrego@foxtv.com

with a copy (which shall not constitute notice) to:

Hogan Lovells US LLP
875 Third Avenue
New York, NY 10022
Attention: Alexander Johnson
Fax: (212) 918-3100
Email: alex.johnson@hoganlovells.com

and to:

Hogan Lovells US LLP
Park Place II
7930 Jones Branch Drive, Ninth Floor
McLean, VA 22102
Attention: Richard T. Horan, Jr.
Fax: (703) 610-6200
Email: richard.horan@hoganlovells.com

8.13 Remedies; Specific Performance. The rights and remedies of the parties shall be cumulative with and not exclusive of any other remedy conferred hereby. The parties agree that irreparable damage would occur and that the parties would not have any adequate remedy at law in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to injunctions, specific performance and other equitable relief to prevent breaches or

threatened breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement, including the obligations to consummate the transactions contemplated hereby, in the Court of Chancery of the State of Delaware or, if under applicable Law exclusive jurisdiction over such matter is vested in the federal courts, any federal court located in the State of Delaware without proof of actual damages or otherwise (and each party hereby waives any requirement for the securing or posting of any bond in connection with such remedy), this being in addition to any other remedy to which they are entitled at law or in equity. The parties' rights in this Section 8.13 are an integral part of the transactions contemplated hereby and each party hereby waives any objections to any remedy referred to in this Section 8.13. Each of the parties agrees that it will not oppose the granting of an injunction, specific performance and other equitable relief on the basis that the other parties have an adequate remedy at law or an award of specific performance is not an appropriate remedy for any reason at law or equity.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Transition Services Agreement to be duly executed as of the day and year first above written.

By: _____
Name:
Title:

By: _____
Name:
Title: