

REVERSE TRANSITION SERVICES AGREEMENT

THIS REVERSE 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, Seller desires that Buyer provide certain transition services after the Closing from one or more of KCPQ, KSTU, KSWB-TV, KTXL, WJW, WSFL-TV and KDVR (collectively, the “**Stations**”) to one or more of KZJO, KRCW, KTLA, KWGN, WQAD-TV, KDAF, and KIAH (collectively, the “**Seller Stations**”), as set forth more fully herein;

WHEREAS, Seller has separately agreed to provide, independently or through other parties providing services to Seller, the Transition Services (as defined in the Transition Services Agreement between Seller and Buyer, of even date herewith) to Buyer; and

WHEREAS, Buyer hereby agrees to provide, independently or through other parties providing services to Buyer, the Reverse Transition Services (as herein defined) to Seller, 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 Buyer. On the terms and subject to the conditions set forth herein, Buyer shall provide, independently or through other parties providing services to Buyer, to Seller the transition services described in the Services Schedule (the “**Services Schedule**”) in Schedule A attached hereto (“**Reverse 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 Reverse Transition Services and (ii) are a necessary or inherent part of the Reverse

Transition Services, shall be deemed to be implied by and included within the scope of the Reverse 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 Seller reasonably determines that there are any additional services that are not listed in this Agreement or the Services Schedule that are reasonably required because of the transition of the Stations from Seller to Buyer ("**Additional Services**"), then Seller shall provide written notice to Buyer of such requests for Additional Services and Buyer shall review and consider such requests in good faith. Buyer shall agree to provide the Additional Services if Buyer determines in good faith that such Additional Services can be reasonably provided without materially changing or hindering the operations of Buyer or any Affiliate of Buyer. Any Additional Services that Buyer agrees in writing to provide shall be deemed to be "Reverse Transition Services" and automatically added to Schedule A hereto and Seller shall be responsible for the Service Fees associated therewith.

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

2.3 Transitional Space.

(a) From the Closing Date until the earlier of (i) expiration or termination of the last of the Reverse Transition Services or (ii) one hundred eighty (180) days ("**Transitional Space Usage Period**"), Buyer shall permit the following Excluded Employees (as defined in the Purchase Agreement) and equipment to continue to utilize and/or remain located in the facilities or on the premises of the applicable Station (all such facilities and premises, "**Transitional Space**") in the ordinary course of business, as such business was conducted prior to the Closing Date and where such Excluded Employees were physically located in the Transitional Space prior to the Closing Date (or such other space reasonably agreed to by the parties), until such Excluded Employees or equipment are relocated by Seller to other facilities.

- a. KCPQ [REDACTED]
- b. KSTU [REDACTED]
- c. KSWB [REDACTED]
- d. KTXL [REDACTED]
- e. WJW [REDACTED]
- f. WSFL [REDACTED]

(b) If Seller needs to continue to use any Transitional Space beyond the Transitional Space Usage Period, and Seller has used commercially reasonable efforts to transition Excluded Employees from such Transitional Space during the Term, then Seller may request in writing, and, upon receiving such request, Buyer shall use commercially reasonable efforts to provide, the continued use of the Transitional Space applicable to such Excluded Employee on a month-to-month basis for up six (6) additional months (“**Extended Transitional Space Usage Period**”). For the avoidance of doubt, (i) the Extended Transitional Space Usage Period applies only to the Transitional Space where such Excluded Employees are physically located or that is otherwise utilized by such Excluded Employees (e.g., the Extended Transitional Space Usage Period is on a Station-by-Station basis and if the Excluded Employees provide services for one Station, the extension applies only to such Station and not to the Transitional Space of other Stations) and (ii) the total period Seller may use any Transitional Space is twelve (12) months (e.g., the initial 180-day Transitional Space Usage Period plus six one-month extensions).

(c) Buyer’s obligations with respect to, and Seller’s use of the Transitional Space shall be subject to the terms and conditions of Schedule C attached hereto.

2.4 Cooperation and Transitional Nature of Services. From the Closing Date until the expiration or termination of each of the Reverse 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 Reverse Transition Services may be transitioned to Seller as soon as is reasonably practicable. Buyer and Seller shall cooperate with each other in all reasonable respects in the performance by Buyer of the Reverse Transition Services. For clarity, no additional fees shall be charged or payable with respect to the cooperation and transitional services set forth in Section 2.3 or this Section 2.4.

ARTICLE III

COMPENSATION

3.1 Service Fees.

(a) Subject in all respects to Section 5.1 hereof, the fees payable to Buyer for each Reverse Transition Service (the “**Service Fees**”) are set forth in Schedule B attached hereto (the “**Fee Schedule**”). With respect to all Reverse Transition 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 Reverse Transition Service as set forth on the Fee Schedule. 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) Buyer shall provide written notice of such costs to Seller 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, Buyer shall send to Seller an invoice setting forth the Service Fees for the prior month. Seller shall remit payment for the Service Fees due and payable on such invoice on or before the thirtieth (30th) day following Seller’s receipt of such invoice. The fees payable by Seller 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 Reverse Transition Services or the payment or receipt of the Service Fees, direct costs or other payments made by Seller to Buyer 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 Seller. Notwithstanding the foregoing, Buyer shall be solely responsible for the payment of all benefits and any other direct and indirect compensation for Buyer 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) Reasonable documentation supporting the calculation of the Service Fees will be provided along with the invoice provided by Buyer pursuant to Section 3.1(b). Should Seller dispute any portion of the amount due with respect to the Service Fees, Seller shall notify Buyer in writing of the nature and basis of the dispute and Seller'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 Reverse Transition Services hereunder.

4.2 Performance. The Reverse Transition Services shall be provided with the same degree of care, skill, and prudence that Buyer 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. Buyer agrees that the Reverse 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 Reverse 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 Reverse Transition Services. Buyer shall provide the Reverse Transition Services through and until the 180th day after the Closing Date (the "**Initial Term**"); provided, however, 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. Seller, upon notice to Buyer, may eliminate one or more categories of Reverse Transition Services provided to one or more of the Stations and such Service Fees related to such Reverse Transition Services shall terminate; provided, however, that Seller shall not be entitled, without the consent of Buyer (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 Seller Station. Upon the termination of all Reverse Transition Services by either party pursuant to this Section 5.1, and the use of the Transitional Space in accordance with Section 2.1, this Agreement shall automatically terminate. If Seller needs one or more Reverse Transition Services beyond the applicable Initial Term, and Seller has used commercially reasonable efforts to transition such Reverse Transition Services during the Initial Term, then Seller may request, and Buyer shall use commercially reasonable efforts to provide, the continuation of any or all of the Reverse Transition Services beyond the applicable Initial Term on a month-by-month basis provided that Seller continues to pay the Service Fees for such Reverse Transition Services in accordance with the Fee Schedule (any such extension, an "**Extension Term**," and together with the Initial Term, the "**Term**").

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 Buyer may have, Buyer may terminate this Agreement with immediate effect by notice in writing to Seller if Seller fails to pay for a period of more than thirty (30) days any sum due and payable to Buyer 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 Reverse 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 REVERSE 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 Buyer of the Reverse Transition Services or receipt by Seller of the Reverse Transition Services and relating to Buyer's or Seller'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 Reverse Transition Services hereunder, Buyer 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 Buyer, on the one hand, and the Seller, 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; and provided, further, that in the event that Seller transfers KDAF and/or KIAH to a third-party, Seller shall have the right, but not the obligation, to assign this Agreement to the third-party buyer of such station (provided, that no such assignment shall relieve Seller of its liabilities and obligations hereunder).

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 Reverse Transition Services Agreement to be duly executed as of the day and year first above written.

[BUYER]

By: _____
Name:
Title:

[SELLER]

By: _____
Name:
Title: