

EXHIBIT C-2

**FORM OF
REVERSE TRANSITION SERVICES AGREEMENT**

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

WITNESSETH:

WHEREAS, Buyer and Seller have entered into that certain Asset Purchase Agreement, dated as of _____, 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 KDSM, WXMI, WPMT, WRLH, WOLF / WQMY / WSWB, KOKH, and WXLV (collectively, the “**Stations**”);

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

WHEREAS, Buyer has agreed to provide, independently or through other parties providing services to Buyer, the Reverse Transition Services 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.

2.2 Transitional Space. From the Closing Date until the expiration or termination of the last of the Reverse Transition Services, 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 in the ordinary course of business, as such business was conducted prior to the Closing Date, until such Excluded Employees or equipment are relocated by Seller to other facilities.

- a. KDSM [REDACTED]
- b. KOKH [REDACTED]
- c. WOLF / WQMY / WSWB [REDACTED]
- d. WPMT [REDACTED]
- e. WRLH [REDACTED]
- f. WXMI [REDACTED]
- g. WXLV [REDACTED]

For the avoidance of doubt, if there is any conflict between the Excluded Employees listed on Attachment 1 to Section 3.11(b) of the Disclosure Schedules for any of the Stations and this Section 2.2, the list of Excluded Employees on Attachment 1 to Section 3.11(b) of the Disclosure Schedules for such Station will control; it being understood that the Excluded Employees listed on Attachment 1 to section 3.11(b) of the Disclosure Schedules for each of the Stations may be modified to reflect Buyer's exercise of its right to consent to the designation of non-hub employees as Excluded Employees pursuant to the Purchase Agreement.

2.3 Cooperation and Transitional Nature of Services. From the Closing Date until the expiration or termination of each of the Reverse Transition Services, 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 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 this Section 2.3.

¹ [REDACTED]

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 as of the date hereof (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 in the Fee Schedule (the “**Fee Schedule**”) in Schedule B attached hereto. Seller shall remit payment for the Service Fees on or before the sixtieth day after the end of each calendar month in which the Reverse Transition Services were rendered.

(b) Should Seller dispute any portion of the amount due with respect to the Service Fees or any Third Party Pass-Through Cost, 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.

(c) For purposes of clarity, in addition to the reimbursement of Service Fees as set forth in Section 3.1(a), except to the extent specifically noted on the Fee Schedule, Seller shall reimburse Buyer for all costs, fees and charges paid by Buyer to third parties in accordance with the terms and conditions of the applicable contract as in effect on the Closing Date in connection with performing the applicable Reverse Transition Services (“**Third Party Pass-Through Cost**”); provided, that all such Third Party Pass-Through Cost shall be subject to the prior written approval of Seller except to the extent such Third Party Pass-Through Cost is expressly provided for in the applicable contract with Buyer or is substantially consistent with the past practice and ordinary course of dealing between Buyer and the applicable third party provider. Documentation supporting such Third Party Pass-Through Cost will be provided by Buyer upon request.

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 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. 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 generally accepted accounting principles consistently applied.

4.5 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 and Access. Buyer shall provide the Reverse Transition Services through and until the 180th day after the Closing Date (the “Initial Term”). Seller, upon notice to Buyer, may eliminate one or more categories of Reverse Transition Services provided to one or more of the Stations, whereupon such Fees related to such Reverse Transition Services shall terminate; provided, however, that Seller shall not be entitled, without the consent of Buyer (which consent shall not be unreasonably withheld), to eliminate a specific sub-service for any Station unless it eliminates all services within such category with respect to that Station. Upon the termination of all Reverse Transition Services pursuant to this Section 5.1, this Agreement shall automatically terminate. Buyer and Seller may, by mutual consent (not to be unreasonably withheld), agree to continue any or all of the Reverse Transition Services beyond the applicable Initial Term on a month-by-month basis (any such extension, an “Extension Term,” and together with the Initial Term, the “Term”); provided, that the Service Fees shall be increased by 10% of the Service Fee amounts set forth on the Fee Schedule for each additional month.

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 undisputed 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 (“Indemnified Parties”) from and against any and all costs, expenses (including, without limitation, reasonable attorneys’ fees), losses, claims, suits, actions, or liabilities (collectively, “Losses”) in any way caused by or arising from an act or omission to act constituting gross negligence or willful misconduct of the indemnifying person or its employees, agents or contractors; provided, that, except for payment obligations under this Agreement and a party’s gross negligence and willful misconduct, in no event shall the aggregate liability of a party exceed an amount equal to the aggregate payments made by Seller to Buyer for Reverse Transition Services pursuant to this Agreement for the period preceding the date of such event giving rise to indemnification hereunder. The provisions of Section 12.04 of the Purchase Agreement are hereby incorporated by reference and shall apply, mutatis mutandis, to all indemnity claims under this Section 6.1.

6.2 Limitation on Liability. Without limiting the indemnity obligations of the parties under Section 6.1 above, the sole and exclusive remedy at law (other than with respect to claims involving fraud or willful misconduct) 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. IN NO EVENT SHALL ANY INDEMNIFYING PARTY IN ANY CASE BE LIABLE FOR INDIRECT, CONSEQUENTIAL, 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, EXCEPT FOR INDIRECT OR CONSEQUENTIAL DAMAGES THAT ARE REASONABLY FORESEEABLE, OR TO THE EXTENT PAYABLE TO A THIRD PARTY OR RESULTING FROM FRAUD OR WILLFUL MISCONDUCT.

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 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 receiving party shall provide the disclosing party with written notice of such legal compulsion to disclose. A receiving party shall protect the disclosing party’s Confidential Information using at least the same degree of care to prevent the unauthorized use, dissemination, distribution, disclosure or publication of such Confidential Information as the receiving party uses to protect its own Confidential Information. In no event shall the receiving party use less than a reasonable standard of care in its treatment of the disclosing party’s Confidential Information. The receiving party shall not have the right to use the disclosing party’s Confidential Information for any purpose other than the provision or receipt of the Reverse Transition Services hereunder without the disclosing party’s prior written consent. The receiving party shall limit disclosure of the disclosing party’s Confidential Information to the receiving party’s officers, employees, agents and representatives (a) who have a need to know such Confidential Information for the purposes of this Agreement, (b) who are informed of the confidential nature of such Confidential Information, and (c) who have agreed to use, hold and protect such Confidential Information in accordance with this Agreement.

7.2 **Security.** Each party shall comply with the reasonable security requirements of the other party that such party is aware of with respect to its use and access to 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, spy ware, or by similar terms, including Trojan horse, worm or backdoor. 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 or data security 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.

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 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.** Article and Section headings in this Agreement are included herein for convenience of reference only and shall in no way restrict or affect the interpretation of any provision hereof.

8.3 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall, taken together, be considered one and the same agreement.

8.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware. Any dispute hereunder shall be resolved in accordance with the provisions of the Purchase Agreement.

8.5 No Third Party Beneficiaries. This Agreement is not intended to confer upon any Person other than the parties hereto any rights or remedies hereunder.

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 an assignee of any of its rights or obligations under the Purchase Agreement.

8.7 Entire Agreement/Amendment. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior written and oral agreements between the parties regarding the subject matter of this Agreement. No amendment or waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of such amendment, waiver, or consent is sought.

8.8 Severability. If any provision of this Agreement is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law.

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; provided that the nonperforming party shall promptly resume performance in accordance with this Agreement upon cessation of such cause or causes. 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.

[Remainder of page intentionally left blank]

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

[Buyer]

By: _____
Name:
Title:

Sinclair Television Group, Inc.

By: _____

Name:

Title: