

AMENDMENT No. 1 LICENSE ASSET PURCHASE AGREEMENT

THIS AMENDMENT NO. 1 to LICENSE ASSET PURCHASE AGREEMENT (this "**Amendment**"), is made as of May 23, 2017, by and between and Sierra Communications, LLC and Ruby Mountain Broadcasting, LLC (collectively, "**Seller**"), and Reno (KARNV-TV), Inc. and Reno (KARNV-TV) Licensee, Inc. (collectively, "**KARNV**"), and Reno (KENV-TV) Licensee, Inc. (as assignee of KARNV) (collectively with KARNV, "**Buyer**"). Seller and Buyer are sometimes referred to collectively in this Amendment as the "**Parties**".

BACKGROUND

WHEREAS, Seller and Buyer (as assignee of Chesapeake Media I, LLC. ("**Chesapeake**")) have entered into that certain asset purchase agreement, dated as of November 18, 2013 (the "**Purchase Agreement**"), with respect to Buyer's purchase of certain assets, including the FCC licenses, of KARNV-DT, Reno, Nevada and KENV-DT, Elko, Nevada (collectively, the "**Station**") from Seller; and

WHEREAS, Seller entered into the Joint Sales Agreement and the Shared Services Agreement, each dated as of November 21, 2013, with Sinclair Television Group, Inc.; and

WHEREAS, Seller and Buyer wish to amend certain provisions of the Purchase Agreement as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Section 2.01(c) of the Purchase Agreement is hereby amended to delete Section 2.01(c) and replace it with the following:

"all rights under the Joint Sales Agreement and the Shared Services Agreement and all Contracts relating to music rights and Program Rights to which Seller is a party to as of the date of this Agreement and are used or held to be used by a Station or are entered into after the date hereof by Seller pursuant to the terms and subject to the conditions of Section 5.01 (collectively, the "Assumed Contracts"), provided, however, that Assumed Contracts shall in no event include Excluded Contracts;"

2. Section 10.03 of the Purchase Agreement is hereby amended to add a new section 10.03(h) as follows:

"(h) Each of the Joint Sales Agreement and the Shared Services Agreement shall be in full force and effect and Seller shall have assigned to Buyer all of Seller's right title and interest in each of the Joint Sales Agreement and the Shared Services Agreement."

3. Except as amended by this Amendment, the Purchase Agreement, and the Exhibits and Schedules thereto, shall remain in full force and effect, enforceable in accordance with their respective terms; provided, however, the Parties acknowledge and agree that, before the Closing, in accordance with the terms of the Purchase Agreement, the Exhibits and Schedules will need to be amended to reflect, among other things, this Amendment and other changes since the Purchase Agreement was executed including changes to the Station's channel relating to the auction and reallocation of broadcast television spectrum being conducted by the FCC pursuant to the Middle Class Tax Relief and Job Creation Act of 2012, Pub. L. No. 112-96, §6402, 6403, 125 Stat. 156 (2012) and the FCC's rules, regulations, policies and procedures promulgated in FCC Docket No. 12-268.

4. Capitalized terms not otherwise defined in this Amendment have the meaning prescribed to such terms in the Purchase Agreement.

5. This Amendment may be executed in counterparts. Each executed counterpart of this Amendment will constitute an original document and all executed counterparts, together, will constitute the same agreement. Delivery of an executed counterpart of a signature page to this Amendment by facsimile or e-mail shall be effective as delivery of a manually executed counterpart of this Agreement

(Signatures on the following pages)

Execution Copy

WITNESS the hands and seals of the Parties the date first above written to this Amendment No. 1 to the License Asset Purchase Agreement.

SELLER:

SIERRA COMMUNICATIONS, LLC

By: _____

Name: _____

Title: _____

RUBY MOUNTAIN BROADCASTING, LLC

By: _____

Name: _____

Title: _____

BUYER:

RENO (KARNV-TV) LICENSEE, INC.

By: M. E. Anderson
Name: Michael Anderson
Title: President

RENO (KARNV-TV), INC.

By: M. E. Anderson
Name: Michael Anderson
Title: President

RENO (KENV-TV), INC.

By: M. E. Anderson
Name: Michael Anderson
Title: President