

January 4, 2018

WITI Television, LLC
WITI License, LLC
c/o Tribune Broadcasting Company, LLC
303 E. Wacker Drive, 17th Floor
Chicago, IL 60601
Attn: Larry Wert, President

Re: Channel Sharing and Facilities Agreement dated January 11, 2016

Dear Mr. Wert:

Reference is made to that certain Channel Sharing and Facilities Agreement dated January 11, 2016 (the "CSA") between VCY America, Inc. ("VCY") and WITI License, LLC and WITI Television, LLC (collectively, "WITI").

WHEREAS, VCY and WITI mutually desire to amend the CSA as provided herein.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, VCY and WITI, intending to be legally bound, hereby agree as follows:

1. Section 2.1 of the CSA is hereby amended by adding the following sentence to the end of Section 2.1:

"In the event this Agreement expires by its terms (including but not limited to Section 1.1(a)) or is terminated pursuant to (i) Section 5.1(a), (ii) Section 5.1(d), or (iii) Section 5.1(b) due to loss of Sharee's FCC authorization to operate (x) Sharee's Station or (y) on the Shared Channel, from and after any such termination, Sharer shall retain the exclusive right to use the Shared Channel, and Sharee shall have no further right to use the Shared Channel."

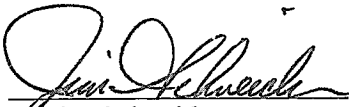
2. The second sentence of Section 5.4 of the CSA is hereby amended to include the last sentence of Section 2.1 (as modified herein) in the list of provisions that shall survive termination or expiration of the CSA.

3. Except as expressly amended herein, no term or condition of the CSA is modified or amended, and the CSA remains in full force and effect in accordance with its terms. No amendment or waiver of compliance with any provision hereof or consent pursuant to this amendment shall be effective unless in a writing signed by the party against whom enforcement of such amendment, waiver or consent is sought. This amendment, along with the CSA, constitutes the entire agreement and understanding of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings with respect to the subject matter hereof. The construction and performance of this amendment shall be governed by the laws of the State of Delaware without giving effect to the choice of law provisions thereof. This amendment may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which together constitute one and the same agreement.

[Signature Page Follows]

Sincerely,

VCY AMERICA, INC.

By: 

Name: Jim Schneider

Title: Vice President of Communications

ACCEPTED AND AGREED:

WITI TELEVISION, LLC

By: _____

Name: _____

Title: _____

WITI LICENSE, LLC

By: _____

Name: _____

Title: _____

cc: Tribune Media Department
435 N. Michigan Ave., 6th Floor
Chicago, IL 60611

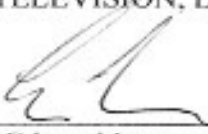
Sincerely,

VCY AMERICA, INC.

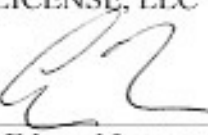
By: _____
Name: Jim Schneider
Title: Vice President of Communications

ACCEPTED AND AGREED:

WITI TELEVISION, LLC

By:  _____
Name: Edward Lazarus
Title: Secretary

WITI LICENSE, LLC

By:  _____
Name: Edward Lazarus
Title: Secretary

cc: Tribune Media Company – Law Department
303 E. Wacker Drive, 17th Floor
Chicago, IL 60601