

AMENDMENT TO ASSET PURCHASE AGREEMENT

This Amendment to Asset Purchase Agreement (the "**Amendment**") is made as of March 17, 2022, by and among (i) Korean American Television Broadcasting Corporation, Capital Media Group, LLC dba Telemundo Atlanta, Surge Digital Media, LLC (collectively "**Sellers**"); (ii) Gray Media Group, Inc. ("**Purchaser**"); and (iii) for purposes of Section 6.13 only, each of Susan Oh and Coline Sim.

This Amendment is made pursuant to that certain Asset Purchase Agreement (the "**Agreement**"), dated as of February 2, 2022, by and among Sellers, Purchaser, and Susan Oh and Coline Sim related to the Class A television broadcast station WKTG-CD in Norcross, Georgia and the Surge Business. Capitalized terms used but not defined in this Amendment shall have the meanings set forth in the Agreement.


NOW, THEREFORE, pursuant to the Agreement and in consideration of the mutual covenants and agreements contained therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agreed that:

1. New 6.13(a)(i). The existing Section 6.13(a)(i) shall be replaced with the following:
“(i) Compete with, assist in, or provide financial resources to any activity which competes with the Surge Business or/and involves the broadcast or distribution of Spanish-language programming during the Restrictive Period (as defined below) anywhere in the Atlanta, Georgia Designated Market Area; provided, however, that the running of such time period shall be tolled during any period of time during which a Restricted Party violates this paragraph;”
2. Representations of Each Party. Each of the parties hereto represents and warrants to each other as to itself, only, as follows: this Amendment has been duly executed and delivered by such party and (assuming this Amendment has been duly authorized, executed and delivered by the other parties hereto) constitutes a valid and binding agreement of such party, enforceable against such party in accordance with its terms, except that (i) such enforcement may be subject to any bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer or other laws, now or hereafter in effect, relating to or limiting creditors' rights generally and (ii) enforcement of this Amendment, including, among other things, the remedy of specific performance and injunctive and other forms of equitable relief, may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought.
3. Amendment. All references in the Amendment and in the other agreements, documents and instruments entered into in connection therewith to the Agreement (whether specifically or as a defined term) shall be deemed for all purposes to refer to the Agreement as amended by this Amendment.
4. Limited Effect. Except as expressly modified herein, the Agreement shall continue to be, and shall remain, in full force and effect and the valid and binding obligation of the parties in accordance with its terms. All of the provisions of Article 10 of the Agreement shall apply to this Agreement as if such provisions were restated in full herein, mutatis mutandis.


5. Binding Effect. Each of the parties hereto hereby ratifies and confirms the Agreement and hereby agrees to be bound by the Agreement, as amended by this Amendment.

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


**KOREAN AMERICAN TELEVISION
BROADCASTING CORPORATION**

By: 
Name: Susan Sim Oh
Title: Managing Partner

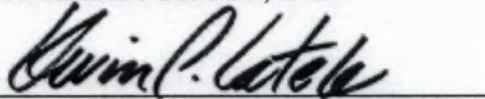
CAPITAL MEDIA GROUP, LLC

By: 
Name: Susan Sim Oh
Title: Managing Partner

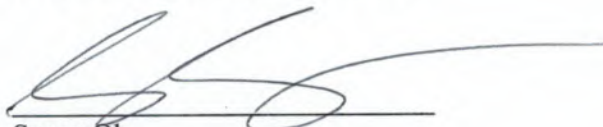
SURGE DIGITAL MEDIA, LLC

By: 
Name: Susan Sim Oh
Title: Managing Partner


GRAY MEDIA GROUP, INC.

By: 
Name: Kevin P. Latek
Title: Executive Vice President & Secretary

For purposes of Section 6.13 only:



Susan Oh



Coline Sim