AGREEMENTS

The transferor, Kelso KDOC Holdco, LLC ("Kelso Holdco"), has orally agreed to implementation of the attached letter agreement pursuant to which, subject to prior Commission consent, the proposed transfer of control will be effectuated. That transfer of control will occur by operation of a "First Amendment to Third Amended and Restated Limited Liability Company Agreement of Ellis Communications Group, LLC" ("First Amendment"), a redacted form of which is also attached hereto, which will be entered into following Commission grant of the instant transfer of control application.

Pursuant to the First Amendment, the transferee, U. Bertram Ellis, Jr., will become the sole voting member of Ellis Communications Group, LLC ("Ellis Communications"), which through an intermediate subsidiary wholly owns the licensee, Ellis Communications KDOC Licensee, LLC. Kelso Holdco currently holds a majority of the voting units of Ellis Communications. Pursuant to the First Amendment, that interest will be converted to insulated non-voting units.

The form of the First Amendment that is attached does not embody the complete and final agreement to the transfer control of the station. It is not final because it will not be executed until the Commission has consented to the proposed transfer of control. It is not complete because portions of it have been redacted. These redactions involve confidential and proprietary internal company matters that are not germane to the matter before the Commission.

December 27, 2018

Ellis Communications Group, LLC
1372 Peachtree Street, N.E.
Atlanta, Georgia 30309

Fortress Credit Corp
10250 Constellation Blvd., 16th Floor,
Los Angeles, CA 90067

Re: First Amendment to the Third A&R LLC Agreement and Option Agreement

This letter agreement (this "Letter Agreement") is entered into between Ellis Communications Group, LLC ("Ellis") and Fortress Credit Corp ("Fortress" and together with Ellis, the "Parties") as of the date hereof. Any capitalized term used, but not defined herein shall have the meaning ascribed to it in the Third A&R LLC Agreement (as defined below).

Whereas, Ellis is currently managed by Kelso (as defined in the Third A&R LLC Agreement) pursuant to the Kelso Advisory Agreement (as defined in the Third A&R LLC Agreement) and Ellis desires to terminate the Kelso Advisory Agreement and transfer the control of Ellis to U. Bertram Elli (the "Transfer");

Whereas, the Transfer requires the prior consent of the Federal Communications Commission (such consent, the "FCC Consent"); and

Whereas, in connection with the Transfer, the Parties desire to, among other things, effect certain amendments to the Third Amended and Restated Limited Liability Company Agreement of Ellis, dated as of October 15, 2015, by and among the Members (as defined therein) (the "Third A&R LLC Agreement").

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the Parties, intending to be legally bound, hereby irrevocably and unconditionally represents, warrants, covenants and agrees as follows:

1. LLC Agreement and Option Agreement. The Parties agree that promptly upon receipt of the FCC Consent, the Parties will enter into, or in the case of Ellis, use its commercially reasonable efforts to cause the necessary Persons to enter into, the First Amendment to the Third A&R LLC Agreement, the form of which is attached hereto as Exhibit A and the Option Agreement for Membership Interests of Ellis, the form of which is attached hereto as Exhibit B.

2. Exit Event. In connection with any proposed Exit Event, the parties will use commercially reasonable efforts to structure such sale in a tax efficient manner for both Fortress and the Members and any Member shall be permitted to propose an alternative structure that it believes, in good faith, will be more efficient for the Members from a tax perspective (and will not adversely affect Fortress) and Fortress will consider such alternative in good faith; provided that if it is contemplated that any portion of the Loan Agreement will be forgiven or extinguished in connection with, or in advance of, such Exit Event, it is not the intent of the parties that Fortress bear any incremental tax liability in connection therewith.

3. Severability. If any term or provision of this Letter Agreement or the application thereof to any Person or circumstances shall be held invalid or unenforceable, the remaining terms and provisions hereof and the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby.

4. Successor and Assigns. All of the terms and provisions of this Agreement shall inure to the benefit of and be binding upon each of the Parties hereto and their respective assigns, if any.

5. Amendment. This Letter Agreement may be amended or modified, and the provisions hereof may be waived, by written instrument, executed by each of the Parties.

6. Governing Law. This Letter Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, applicable to contract executed in and to be performed in that state without regard to the conflict of laws rules thereof that would apply the laws of a different jurisdiction.

7. Counterparts. This Letter Agreement may be executed in counterparts (including by facsimile or other electronic transmission), each one of which shall be deemed an original and all of which together shall constitute one and the same Letter Agreement.

[*Signature Page Follows*]

IN WITNESS WHEREOF, this Letter Agreement has been signed by or on behalf of each of the parties hereto as of the date first written above.

ELLIS:

ELLIS COMMUNICATIONS GROUP, LLC

By: W. Bertram Ellis Jr.
Name:
Title:

FORTRESS:

FORTRESS CREDIT CORP

By: _____

Name: AVRAHAM DREYFUSS

Title: CHIEF FINANCIAL OFFICER

OPTION AGREEMENT FOR MEMBERSHIP INTERESTS OF ELLIS COMMUNICATIONS GROUP, LLC

THIS OPTION AGREEMENT (this "***Agreement***") FOR MEMBERSHIP INTERESTS OF **ELLIS COMMUNICATIONS GROUP, LLC** is made and entered into effective as of the ___ day of _____, 2019 (the "***Effective Date***"), by and among **FORTRESS CREDIT CORP.** ("***Fortress***") and the holders of Common Units in the Company as set forth on the signature pages hereto (the "***Common Members***"). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Third Amended and Restated Limited Liability Company Agreement of the Company dated December 15, 2015, as amended by the First Amendment to the Third Amended and Restated Limited Liability Company Agreement dated as of the date hereof (the "***LLC Agreement***").

RECITALS

A. The Common Members collectively are the owners of 100% of the issued and outstanding Common Units.

B. The Common Members desire to grant Fortress or its permitted assignee (the "***Option Holder***"), and the Option Holder desires to acquire, the Common Option (as hereinafter defined).

C. The Class A Member desires to grant the Option Holder, and the Option Holder desires to acquire, the Class A Option (as hereinafter defined).

Agreement

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Option.

1.1 Grant of Option.

(a) The Common Members hereby grant to the Option Holder an irrevocable option (the "***Common Option***") to purchase, at any time during the term of this Agreement, in exchange for the payment of Five Hundred Thousand Dollars ($500,000) (the "***Common Purchase Price***"), the Common Members' right, title and interest in and to all, but not less than all, of the Common Units, free and clear of all liens and encumbrances; provided, that the Common Purchase Price shall be decreased by any fees accrued and unpaid to Fortress or any of its Affiliates by the Company as of such Option Closing.

(b) The Class A Member hereby grants to the Option Holder an irrevocable option (the "***Class A Option***" and together with the Common Option, each, an "***Option***" and collectively, the "***Options***") to purchase, at any time during the term of this Agreement, in exchange for the payment of Fifty Thousand Dollars ($50,000) (the "***Class A Purchase Price***") the Class A Member's right, title and interest in and to all, but not less than all, of the Class A Voting Common Units, free and clear of all liens and encumbrances provided, that the Class A Purchase Price shall be decreased by any fees accrued and unpaid to Fortress or its Affiliates by the Company as of such Option Closing.

1.2 Exercise of Option. The Option Holder may elect to exercise either (but not both) Option by delivering written notice to each of the Common Members (if it desires to exercise the Common Option) or the Class A Member (if it desires to exercise the Class A Option) and the Company (the "***Exercise Notice***") indicating the Option Holder's desire to exercise the Common Option or the Class A Option and designating a time and place at which the closing of such purchase shall occur (the "***Option Closing***"); provided that such Option Closing shall occur not later than the later of (i) ninety (90) days after the date of the Option Notice and (ii) ten days after Fortress or the Option Holder has received any necessary consents and approvals from the FCC for the consummation of the transactions contemplated hereby.

1.3 Manner of Purchase.

(a) If the Option Holder desires to acquire all of the Common Units, the Option Holder shall pay to each of the Common Members that portion of the Common Purchase Price which is equal to the product of (i) the Common Purchase Price, multiplied by (ii) a fraction the numerator of which is the number of Common Units held by a Common Member, and the denominator of which is the total number of Common Units outstanding. If the Option Holder desires to acquire all of the Class A Voting Common Units, the Option Holder shall pay to the Class A Member, the Class A Purchase Price.

(b) The Common Members (including the Class A Member) shall execute and deliver to the Option Holder such instruments as are necessary and proper to transfer full and complete title to the Common Units or the Class A Voting Common Units (as applicable) to the Option Holder, free and clear of all liens and encumbrances.

1.6 Election to Exercise Common Option or Class A Option. Notwithstanding anything to the contrary herein, the Option Holder is only permitted to exercise either the Class A Option or the Common Option (and not both). The Option Holder agrees that it shall exercise the Common Option unless the amount due and payable under the Loan Agreement is greater than the proceeds expected to receive upon an Exit Event, which in such case (where the amount due and payable under the Loan

Agreement is greater than the proceeds expected to receive upon an Exit Event), the Option Holder shall be permitted to exercise the Class A Option.

1.7 Appointment. Each of the Common Members hereby irrevocably appoints any Officer of the Company as his or its agent and attorney-in-fact for the purpose of executing any instruments which may be necessary and proper to transfer to the Option Holder the Class A Voting Common Units or the Common Units (as applicable) pursuant to this Agreement. If the Class A Member or any Common Member, or his or its legal representative, as applicable, refuses to tender the instruments necessary for the transfer of the Class A Voting Common Units or the Common Units (as applicable) to the Option Holder in accordance with this Agreement, the Officers of the Company shall be authorized to effect a transfer on the books of the Company to reflect such transfer. After such transfer on the books of the Company has been effected and the tender of the Common Purchase Price or the Class A Purchase Price (as applicable) has been made by the Option Holder (whether or not accepted by the applicable Common Members), none of the Common Members (in the case of the Common Option) or the Class A Member (in the case of the Class A Option) shall have any rights as a member of the Company. The power of attorney granted herein is irrevocable and coupled with an interest and shall not be revoked or terminated for any reason. Each of the Common Members hereby acknowledges and agrees that the provisions of Section 13.9 of the LLC Agreement applies to the transactions contemplated by this Agreement.

2. Term and Termination. This Agreement shall terminate and be of no force and effect, unless extended in writing by all of the parties hereto, upon the sooner of (a) the passage of ten (10) years from the date of this Agreement, or (b) the effective date of a written agreement signed by all of the parties hereto providing for the termination of this Agreement.

3. General Provisions

3.1 Additional Interests or Substituted Securities. If any distribution, dividend, recapitalization or other change affecting the outstanding membership interests of the Company as a class is effected without receipt of consideration, then any new, substituted or additional securities or other property (including money paid other than as a regular cash distribution) which is by reason of any such transaction distributed with respect to the Common Units shall be immediately subject to the Option on the Common Units and other provisions set forth herein but only to the extent that the Common Units are at the time subject to such Option and other provisions.

5.2 Governing Laws. This Agreement shall be construed, administered and enforced according to the laws of the State of Delaware.

3.3 Assignment; Successors. This Agreement and the rights and obligations of the Common Members hereunder may not be transferred or assigned by any of the Common Members to any other person or entity without the prior written consent of Fortress; provided, however, that any Common Member may assign its rights

under this Agreement to a Member to whom it Transfers its Common Units. Fortress may assign this Agreement to an Affiliate or to a third party in connection with an Exit Event. This Agreement shall be binding upon and inure to the benefit of the parties and their heirs, executors, administrators, successors and assigns.

3.4 Notice. Except as otherwise specified herein, any and all notices, communications and responses thereto permitted or required to be given under this Agreement shall be in writing, and shall be deemed to have been properly given or served and shall be effective as received upon being personally delivered or ten (10) days after being deposited in the United States Mail, postage prepaid, registered or certified mail, return receipt requested, to the proposed recipient at the last known address of the recipient as reflected on the books and records of the Company or at such other address as a party may designate by notice specifically designated as a notice of change of address and given in accordance herewith. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice has been received shall also constitute receipt.

3.5 Severability. In the event that any one or more of the provisions or portion thereof contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the same shall not invalidate or otherwise affect any other provisions of this Agreement, and this Agreement shall be construed as if the invalid, illegal or unenforceable provision or portion thereof had never been contained herein.

3.6 Entire Agreement; Amendment. This Agreement expresses the entire understanding and agreement of the parties with respect to the subject matter hereof. This Agreement may not be amended or modified except as set forth in writing and signed by all of the parties hereto.

3.7 Headings. Paragraph headings used herein are for convenience of reference only and shall not be considered in construing this Agreement.

3.8 Specific Enforcement. Each of the parties hereto expressly agrees that the other parties will be irreparably damaged if this Agreement is not specifically performed. Upon a breach of the terms, covenants and/or conditions of this Agreement by any party, the other parties shall, in addition to any and all other rights and remedies at law or in equity, be entitled to a temporary or permanent injunction, without showing any actual damage, and/or a decree for specific performance, in accordance with the provisions hereof. All such rights and remedies shall be cumulative.

3.9 Counterparts. This Agreement may be executed in two or more counterparts, and delivered by facsimile transmission or otherwise, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

Signatures are on the following page.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the day and year first set forth above.

COMMON MEMBERS:

_____

_____

_____

_____

_____

[FORTRESS CREDIT CORP.]

By:_____
Name:_____
Title:_____

[Signature Page to Option Agreement]

FIRST AMENDMENT
to
THIRD AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
of
ELLIS COMMUNICATIONS GROUP, LLC

This First Amendment (the "***First Amendment***") to the Third Amended and Restated Limited Liability Company Agreement of Ellis Communications Group, LLC (the "***Company***") is dated as of _____ ___, 2019 (the "***Effective Date***"), by and among the Company, the entities listed under the heading "***Kelso Members***" on Schedule A hereto (each, a "***Kelso Member***," and, collectively, the "***Kelso Members***"), U. Bertram Ellis, Jr. (the "***Initial Management Member***"), Dan Casey, James Sandry, Michael McQuary (each a "***Management Member***," and together with the Initial Management Member, the "***Management Members,***" those individuals or entities listed under the heading "***Investor Members***" on Schedule A hereto (each, an "***Investor Member***"). The Kelso Members, the Management Members and the Investor Members are collectively referred to herein as the "***Members.***" Any capitalized term used herein without definition shall have the meaning set forth in Section 1.1.

RECITALS

WHEREAS, the parties hereto desire to enter into this First Amendment for the purpose of amending certain provisions of the Third Amended and Restated Agreement (the "***Agreement***"), including the conversion of all units of the Company, other than the Class A Voting Common Units, to non-voting equity interests of the Company.

NOW, THEREFORE, in consideration of the premises and the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Amendments to Section 1.1.

(a) Deletions of Defined Terms. Section 1.1 of the Agreement is hereby amended by deleting the following terms in their entirety:

> " "***Additional Members***," "***Appraisal***," "***Appraisal Date***," "***Appraiser***," "***Benchmark Amount,***" "***Carrying Value***," "***Catch Up Payment***," "***Compensation Committee***," "***Disability***," "***FCC Auction***," "***Inactive Management Member***," "***Initial Value***," "***Interim Distribution***," "***Kelso Directors***," "***Management Directors***," "***Newly Classified Override Units***," "***Operating Units***," "***Override Units***," "***Points Plan***," "***resignation for Good Reason***," "***Retainable Operating Units***," "***Retirement***" and "***termination for Cause***" "

(b) Addition of Defined Terms. Section 1.1 of the Agreement is hereby amended by adding the following defined terms:

" "***Class A Member***" means a Member who holds Class A Voting Common Units, as described in Section 4.2(a).

"***Class A Voting Common Unit***" means a class of Interest in the Company, as described in Section 4.2(a).

"***Class B Member***" means a Member who holds Class B Non-Voting Common Units.

"***Class B Non-Voting Common Units***" means a class of Interest in the Company, as described in Section 4.2(b).

"***Common Members***" means Members who hold Common Units.

"***Ellis***" means U. Bertram Ellis, Jr.

"***Existing Common Members***" means those holders of Common Units immediately prior to the Effective Date of this First Amendment.

"***Existing Common Units***" means the Common Units of the Company in effect immediately prior to the Effective Date of this First Amendment.

"***Fortress Option***" means the Option Agreement, dated the date hereof, by and among Fortress Credit Corp, the Company and the Common Members pursuant to which Fortress has been granted an option to acquire either all of the Common Units or the Class A Voting Common Units.

"***Net Working Capital***" means the difference between current assets and current liabilities (excluding programming liabilities and accrued interest on indebtedness) calculated in accordance with generally accepted accounting principles.

(c) Amendment to Existing Defined Terms. Section 1.1 of the Agreement is hereby amended by amending these defined terms in the Agreement as follows:

(i) "***Common Units***" is hereby deleted in its entirety and the following substituted in lieu thereof:

" "***Common Units***" means, collectively, the Class A Voting Common Units and the Class B Non-Voting Common Units."

(ii) "***Exit Event***" is hereby deleted in its entirety and the following substituted in lieu thereof:

" "***Exit Event***" shall mean:

(a) a transaction or series of transactions involving the sale, transfer or other disposition by the Common Members to one or more Persons that are not,

immediately prior to such sale, Affiliates of the Company or any Common Members, of all or substantially all of the Interests of the Company beneficially owned by the Common Members as of the date of such transaction;

(b) a transaction or series of transactions involving the sale, transfer or other disposition of all, or substantially all, of the assets of the Company and its Subsidiaries, taken as a whole, to one or more Persons that are not, immediately prior to such sale, transfer or other disposition, Affiliates of the Company, it being understood that the sale, transfer or other disposition of the Station's FCC license shall be deemed the sale of substantially all of the Station's assets;

(c) a Time Brokerage Agreement having the same economic effect as a transaction described in (b) above, or a Channel Sharing Agreement pursuant to which less than the entire portion of the Station's FCC licensed spectrum is sold or otherwise transferred or made available to one or more Persons that are not, immediately prior to such sale or other transfer or transaction, Affiliates of the Company; or

(d) such other extraordinary transaction or series of transactions, including, without limitation, the sale of more than [redacted] of the Interests or assets of the Company, that the Board determines, in its discretion, shall be considered an "***Exit Event***" for purposes of this Agreement."

(iii) "***Majority in Interest***" is hereby deleted its entirety and the following substituted in lieu thereof:

" "***Majority in Interest***" means, as of any given record in date or other applicable time, (i) with respect to the holders of Class A Voting Common Units, the holders of a majority of the outstanding Class A Voting Common Units held by Class A Members as of such date and (ii) with respect to the holders of Common Units, the holders of a majority of the Common Units held by the Common Members as of such date."

(iv) [redacted]

(b) [redacted]

(c) [redacted]

(d) [redacted]

2. **Amendment to Section 2.6**. Section 2.6 of the Agreement is hereby amended by deleting the first sentence of such Section and substituting the following in lieu thereof:

"The principal place of business of the Company is 1372 Peachtree Street, N.E., Atlanta, Georgia 30309."

3. **Amendment to Section 4.2**. Section 4.2 of the Agreement is hereby deleted in its entirety and substituting the following in lieu thereof:

"Section 4.2. Interests Generally. As of the date hereof, the Company has three authorized classes of Interests: Class A Voting Common Units, Class B Non-Voting Common Units and Class M Units. Class A Voting Common Units, Class B Non-Voting Common Units and Class M Units are referred to herein collectively as, the "***Units***."

(a) Class A Voting Common Units.

(i) General. The holders of Class A Voting Common Units will have voting rights with respect to their Common Units as provided in Section 4.3(d) and shall have the rights with respect to profits and losses of the Company and distributions from the Company as are set forth herein. The number of Class A Voting Common Units of each Member as of any given time shall be set forth on Schedule A, as it may be updated from time to time in accordance with this Agreement.

(ii) Conversion of Existing Common Units. As of the Effective Date of this First Amendment, the Existing Common Units held by Ellis shall be automatically (without any further action) converted into that number of Class A Voting Common Units as set forth on Schedule A.

(b) Class B Non-Voting Common Units.

(i) General. The holders of Class B Non-Voting Common Units will have no right to vote, except as otherwise provided in Section 4.3(d) and shall have the rights with respect to profits and losses of the Company and distributions from the Company as set forth herein. The number of Class B Non-Voting Common Units shall be set forth on Schedule A, as it may be updated from time to time in accordance with this Agreement.

(ii) Conversion of Existing Common Units. As of the Effective Date of the First Amendment the Existing Common Units held by the Existing Common Members, other than Ellis, shall automatically (without any further action) convert into that number of Class B Non-Voting Common Units as set forth on Schedule A. Any Existing Common Units to be issued pursuant to the Warrants shall be automatically converted into

Class B Non-Voting Common Units and such Class B Non-voting Common Units shall be issued upon exercise of the Warrants for consideration in such form and amount as specified in the Warrants.

(c) Class M Units.

(i) General. The holders of Class M Units will have no voting rights with respect to their Class M Units and shall have the rights with respect to profits and losses of the Company and distributions from the Company as are set forth herein. The number of Class M Units of each Member as of any given time shall be set forth on Schedule A, as it may be updated from time to time in accordance with this Agreement.

(ii) Price. The holders of Class M Units are not required to make any Capital Contribution to the Company in exchange for their Class M Units."

4. Amendment to Section 4.3(d). Section 4.3(d) of the Agreement is hereby amended by deleting such section in its entirety and substituting the following in lieu thereof:

"(d) Voting. If the Board has fixed a record date, every holder of record of Class A Voting Common Units entitled to vote at a meeting of Members or to consent in writing in lieu of a meeting of Members shall be entitled to one vote for each such Class A Common Unit outstanding in such Member's name at the close of business on such record date. If no record date has been so fixed, then every holder of record of such Class A Common Units entitled to vote at a meeting of Members or to consent in writing in lieu of a meeting of Members shall be entitled to one vote for each Common Unit outstanding in his name on the close of business on the day next preceding the day on which notice of the meeting is given or the first consent in respect of the applicable action is executed and delivered to the Company, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. Except as otherwise required by applicable law, the Certificate or this Agreement, the vote of a Majority in Interest at any meeting at which a quorum is present shall be sufficient for the transaction of any business at such meeting. Neither Class B Non-Voting Common Units nor the Class M Units are entitled to vote."

5. Amendment to Section 4.3(h). Section 4.3(h) of the Agreement is hereby deleted in its entirety and the following substituted in lieu thereof:

"**(h)** Kelso Fee Agreements. The Kelso Advisory Agreement has been terminated and is no longer of any force or effect."

6. Amendment to Section 4.8. Section 4.8 of the Agreement is hereby amended by deleting such section in its entirety and substituting "***Intentionally Deleted***" in lieu thereof.

7. Amendment to Section 5.1(b). Section 5.1(b) of the Agreement is hereby deleted in its entirety and the following substituted in lieu thereof:

"**(b)** Election of Directors.

(i) Directors; Term. The Board shall consist of at least three (3) Directors. The Directors of the Company will initially be U. Bertram Ellis, J. Daniel Sullivan and James V. Sandry. Each Director shall hold office until a successor is appointed in accordance with this Section 5.l(b) or until such Director's earlier death, resignation or removal in accordance with the provisions hereof.

(ii) Composition. The Class A Voting Common Members shall have the right to appoint three (3) Directors. The Majority Warrant Members shall have the right to appoint in their sole discretion one (1) Director (the "Warrant Member Director"); provided that the appointment of the Warrant Member Director has received any required approvals of the FCC and does not adversely affect the Company in connection with FCC regulations and, in the event that such Warrant Members exercise such right, the Board shall expand the size of the Board by one (1) Director or more and such first additional Director shall be the Warrant Member Director. Upon the written request of the Class A Member, the composition of the board of directors (or similar governing body) of each of the Company's Subsidiaries (each, a "***Subsidiary Board***") shall be the same as that of the Board. Any committees of the Board or Subsidiary Board shall be created only upon the approval of the Board as provided in Sections 5.3 hereof. In the event that any Director, except for the Warrant Member Director, for any reason ceases to serve as a member of the Board during his or her term of office, the resulting vacancy on the Board shall be filled by a Majority in Interest of the Class A Common Members. In the event that the Warrant Member Director for any reason ceases to serve as a member of the Board during his or her term of office, the resulting vacancy on the Board shall be filled by a representative designated by the Majority Warrant Members."

8. **Amendment to Section 5.5**. Section 5.5 of the Agreement is hereby deleted in its entirety and substituting "***Intentionally Deleted***" in lieu thereof.

9. **Amendment to Section 5.8**. Section 5.8 of the Agreement is hereby amended by deleting such section in its entirety and substituting the following in lieu thereof:

"Section 5.8. **Removal of Directors**. Members shall have the right to remove any Director at any time for cause upon the affirmative vote of a Majority in Interest of the Class A Members. In addition, a majority of the Directors then in office shall have the right to remove a Director for cause. Upon the taking of such action, the Director shall cease to be a "manager" (within the meaning of the Delaware Act). The removal from the Board or a Subsidiary Board (with or without cause) of any Warrant Member Director shall only be at the written request of the Majority Warrant Members and under no other circumstances. Upon receipt of any such written request, the Board will promptly take all such actions as shall be necessary or desirable to cause the removal of such Director. Any vacancy caused by any such removal shall be filled in accordance with Section 5.9."

10. **Amendments to Section 5.11**. Section 5.11 is amended by deleting romanette (b) and the language therein in its entirety.

11. **Amendment to Article VIII**. Article VIII of the Agreement is hereby amended by deleting such Article in its entirety and substituting "***Intentionally Deleted***" in lieu thereof.

12. **Amendment to Section 10.1**. Section 10.1 of the Agreement is hereby amended by

(i) substituting [redacted] in lieu of [redacted] in Section 10.1(a)(i)(x);

(ii) deleting Subparagraph 10.1(a)(ii) in its entirety;

(iii) deleting Section 10.1(c) in its entirety; and

(iv) deleting Section 10.1(d) in its entirety.

13. **Amendment to Section 10.7**. Section 10.7 of the Agreement is hereby amended by deleting such section in its entirety.

14. **Amendment to Section 11.2(b)**. Section 11.2(b) of the Agreement is hereby amended by deleting "***Kelso Holdco***" and replacing it with "***Ellis***" in the first sentence.

15. **Amendment to Section 11.4**. Section 11.4 of the Agreement is hereby amended by deleting such Section in its entirety.

16. **Amendment to Section 13.1**. Section 13.1 of the Agreement is hereby amended by deleting such Section in its entirety and substituting the following in lieu thereof:

> **Section 13.1. Restrictions on Transfers of Interests by Investor Members and Management Members**. No Management Member, Investor Member or Class M Member may Transfer any Interests (including, without limitation to any other Member, or by gift, or by operation of law or otherwise), provided that such Interests may be Transferred (a) pursuant to Section 13.2 ("***Estate Planning Transfers, Transfers Upon Death***"), (b) in accordance with Section 13.5 ("***Involuntary Transfers***"), (c) pursuant to Section 13.9(b) ("***Drag-Along Rights***"), (d) pursuant to the exercise of the Fortress Option, (e) any Common Member may Transfer its Interests to Ellis and (e) pursuant to the prior written approval of the Board in its discretion (excluding such Management Member and other Members who are designees of such Management Member). The foregoing provisions shall also apply to the equity interests of any Investor Member or Class M Member. The Class M Member shall be allowed to convey and assign some or all of its rights to distributions hereunder to an "***Operations Executive***" (as defined in the Management Services Agreement) upon notice to the Board.

17. **Amendment to Section 13.6**. Section 13.6 of the Agreement is hereby amended by deleting such Section in its entirety and substituting "***Intentionally Deleted***" in lieu thereof.

18. **Amendment to Section 13.9**. Section 13.9 of the Agreement is hereby amended by deleting such section in its entirety and substituting the following in lieu thereof:

> **"Section 13.9. Drag-Along Rights**. In the event that at any time Fortress Credit Corp proposes to exercise the Fortress Option, Fortress Credit Corp (or its assignee) shall have the right, upon written notice to the Members not less than 30 days prior to the proposed closing, to require that each Member sell its Interests pursuant to the Fortress Option on the terms set forth in the Fortress Option and each such Member agrees to deliver any documentation reasonably requested by Fortress Credit Corp to effectuate such transfer. If Fortress Credit Corp or its assignee exercises the Class A Option (as defined in the Fortress Option), then Fortress (or its assignee) shall have the right, upon written notice to the Members not less than [redacted] days prior to the proposed closing, to require that each Member sell its Interests in connection with the approved Exit Event and each such Member agrees to deliver any documentation reasonably requested by Fortress Credit Corp (or its assignee) to effectuate such transfer."

19. **Amendment to Section 15.1**. Section 15.1(a) of the Agreement is hereby deleted in its entirety and the following substituted in lieu thereof:

"(a) If to the Company:

Ellis Communications Group, LLC
888 3rd Street, NW
Suite A
Atlanta, GA 30318
Attention: U. Bertram Ellis, Jr.
Email: bellis@ellis.tv
Telecopy No.: (678) 904-0516

with a copy to (which shall not constitute notice) to:

Greenberg Traurig, LLP
3333 Piedmont Road NE, Suite 2500
Atlanta, GA 30305
Attention: James S. Altenbach, Esq.
Email: altenbachj@gtlaw.com
Telecopy No.: (678) 553-2445"

20. **Amendment to Section 15.12**. Section 15.12 of the Agreement is hereby amended by deleting the last two sentences of such Section in their entirety and substituting the following in lieu thereof:

> "Notwithstanding the foregoing, the Class A Member may, pursuant to Sections 7.2 and 13.4 make such modifications to this Agreement, including Schedule A, as are required by this Agreement. The Company shall notify all Members after any such amendment, modification or supplement, other than any amendments to Schedule A, as permitted herein, has taken effect."

21. **Amendment to Section 15.13**. Section 15.13 of the Agreement is hereby amended by substituting "***Ellis***" for "***Kelso***" wherever "***Kelso***" appears in such Section.

22. **Amendment to Section 15.18**. Section 15.18 of the Agreement is hereby amended by deleting such Section in its entirety and substituting the following in lieu thereof:

> "**Section 15.18. Insulation of Class B Members.** Notwithstanding anything in this Agreement to the contrary the following provisions shall apply to the Class B Members other than James V. Sandry, Ellis (to the extent he is a holder of Class B Units) and Henry Goldberg (the "***Insulated Class B Members***"):
>
> (a) No Insulated Class B Member nor its members, directors or officers shall act as an employee or independent contractor or agent of the Company or its Subsidiaries with respect to the media operations of the Company or its Subsidiaries.
>
> (b) No Insulated Class B Member nor its members, directors or officers shall communicate with the Board, officers, or management committee of the Company or the board of directors, officers, or management committee of its Subsidiaries with respect to the day-to-day media operations of the Company or its Subsidiaries.
>
> (c) No Insulated Class B Member shall be entitled to vote on any matter on which a member would otherwise be entitled to vote.
>
> (d) No Insulated Class B Member nor its members, directors or officers shall perform any services for the Company or its Subsidiaries, with the exception of making loans to the Company or its Subsidiaries or acting as a surety for the Company or its Subsidiaries.
>
> (e) Each Insulated Class B Member, its members, directors or officers are hereby prohibited from being materially involved directly or indirectly in the management or operation of the media business of the Company and its Subsidiaries."

23. **Full Force and Effect**. Except for the amendments made by this First Amendment, the Agreement shall remain in full force and effect.

24. **Counterparts**. This Amendment may be executed in several counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this First Amendment as of the date first above written.

KELSO MEMBERS

KELSO KDOC HOLDCO, LLC

By: KELSO AIV VII (KDOC), L.P.,
its member

By: KELSO GP VII, L.P.,
its general partner

By: KELSO GP VII, LLC
its general partner

By: _____
Name:
Title:

KEP VI, LLC

By: _____
Name:
Title:

MANAGEMENT MEMBERS

U. Bertram Ellis, Jr.

Dan Casey

James Sandry

Michael McQuary

CLASS M MEMBER

TITAN BROADCAST MANAGEMENT, LLC

By: _____

Name:

Title:

THE DANIEL KEVIN AND JULIE AMBROSINO CASEY FAMILY TRUST DATED NOVEMBER 7, 1995

By: _____

Name:
Title:

INVESTOR MEMBERS

Bahnson Stanley

STANLEY PARTNERS, LLLP

By: Stanley Holdings, Inc.,
its general partner

By: _____
Name:
Title:

Steve Castellaw

BUCKHEAD INVESTMENTS LLC

By: _____

Name:
Title:

Henry Goldberg

Schedule A
Kelso Members

Name & Mailing Address	Date of Admission	Capital Contribution	Class B Non-Voting Common Units
Kelso KDOC Holdco, LLC c/o Kelso & Company, L.P. 320 Park Avenue, 24th Floor New York, NY 10022	March 27, 2006	[redacted]	[redacted]
KEP VI, LLC c/o Kelso & Company, L.P. 320 Park Avenue, 24th Floor New York, NY 10022	March 27, 2006	[redacted]	[redacted]

Management Members

Name & Mailing Address	Date of Admission	Capital Contribution		Class A Voting Common Units
		Cash Contribution	Property Contribution	
U. Bertram Ellis, Jr. 58 Sheridan Drive, #20 Atlanta, GA 30305	June 24, 2002	[redacted]	[redacted]	[redacted]

Name & Mailing Address	Date of Admission	Capital Contribution		Class B Non-Voting Common Units
		Cash Contribution	Property Contribution	
Dan Casey 2111 Moreno Dr. Los Angeles, CA 90039	June 30, 2006	[redacted]	[redacted]	[redacted]
The Daniel Kevin and Julie Ambrosino Casey Family Trust dated November 7, 1995 2111 Moreno Dr. Los Angeles, CA 90039	June 30, 2006	[redacted]	[redacted]	[redacted]
James Sandry 2373 Blue Iris Court Norcross, GA 30092	June 30, 2006	[redacted]	[redacted]	[redacted]
Michael McQuary 32 Mt Paran Rd. Atlanta, GA 30327	June 30, 2006	[redacted]	[redacted]	[redacted]

Investor Members

Name & Mailing Address	Date of Admission	Capital Contribution	Class B Non-Voting Common Units
Bahnson Stanley 1302 West Wesley Place Atlanta, GA 30327	June 30, 2006	[redacted]	[redacted]
Stanley Partners, LLLP 100 Hunters Green Drive Stanleytown, Virginia 24168	June 30, 2006	[redacted]	[redacted]
Buckhead Investments LLC 58 Sheridan Drive, #20 Atlanta, GA 30305	June 30, 2006	[redacted]	[redacted]
Steve Castellaw 2864 Bakers Farm Atlanta, GA 30339	June 30, 2006	[redacted]	[redacted]
Henry Goldberg Goldberg Godles Wiener & Wright 1229 Nineteenth Street, NW Washington, DC 20036	June 30, 2006	[redacted]	[redacted]
HS Portfolio, L. P. 2101 E. Coast Highway Third Floor Corona Del Mar, CA 92625	June 30, 2008	[redacted]	[redacted]

Class M Members

Name & Mailing Address	Date of Admission	Capital Contribution	Common Units
Titan Broadcasting Management, LLC 1728 General George Patton Drive, Suite 100 Brentwood, Tennessee 37027	May 3, 2015	[redacted]	[redacted]