

**AMENDMENT No. 1 ASSET PURCHASE AGREEMENT**  
(FCC Assets)

**THIS AMENDMENT NO. 1 to ASSET PURCHASE AGREEMENT** (this "**Amendment**"), is made as of May 18, 2017, by and between and CMCG Portland LLC and CMCG Portland License, LLC (collectively, "**Seller**"), and Portland (WPFO-TV), Inc. and Portland (WPFO-TV) Licensee, Inc. (collectively, "**Buyer**"). Seller and Buyer are sometimes referred to collectively in this Amendment as the "**Parties**."

**BACKGROUND**

WHEREAS, Seller and Buyer (as assignee of Sinclair Television Group, Inc. ("**Sinclair**")) have entered into that certain Asset Purchase Agreement (FCC Assets), dated as of October 14, 2013 (the "**Purchase Agreement**"), with respect to Buyer's purchase of certain assets, including the FCC licenses, of WPFO-TV, Portland, Maine (the "**Station**") from Seller; and

WHEREAS, Seller entered into the Joint Sales Agreement and the Shared Services Agreement, each dated as of October 31, 2013, with Sinclair; 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 add the following language immediately before the parenthetical "(collectively the "Assumed Contracts")":

"and the Joint Sales Agreement and the Shared Services Agreement"

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, at the Closing, 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)

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

SELLER:

CMCG PORTLAND LLC

By:

Name: David F. Wilhelm

Title: Vice President

CMCG PORTLAND LICENSEE LLC

By:

Name: David F. Wilhelm

Title: Vice President

BUYER:

PORTLAND (WPFO-TV), INC.

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

PORTLAND (WPFO-TV) LICENSEE, INC.

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