

AMENDMENT TO ASSET PURCHASE AGREEMENTS

This Amendment ("Amendment") is made as of November 4, 2014 to (i) the Asset Purchase Agreement dated as August 24, 2014, by and among Sinclair Television Group, Inc. ("STG") and HSH Charleston (WCIV) Licensee, LLC and Howard Stirk Holdings, LLC ("HSH") (the "WCIV Purchase Agreement"), (ii) the Asset Purchase Agreement dated as September 24, 2014, by and among STG and HSH Birmingham (WCFT) Licensee, LLC and HSH, and (iii) the Asset Purchase Agreement dated as September 28, 2014 by and among STG and HSH Birmingham (WCFT) Licensee, LLC and HSH, (all purchase agreements, collectively, the "Purchase Agreements").

Recitals

WHEREAS, the parties desire to clarify and amend certain provisions and schedules of the Purchase Agreements;

NOW THEREFORE, in consideration of the agreements made herein and for other consideration deemed sufficient by the Parties and intended to be legally bound, the Parties hereby agree as follows:

1. Section 1.2 of each of the Purchase Agreements shall be amended to add the following subsection 1.2(d):

"(d) HSH will assume the agreements relating to the Stations between STG and the multichannel video programming distributor serving the DMA in which the Station is located."

2. Section 1.4 of each of the Purchase Agreements shall be amended to add the following at the end of the current Section 1.4:

"In the event HSH determines, in its sole discretion, to participate in the relinquishment of the spectrum usage rights of the station(s), and such participation results in payments to HSH in excess of the Purchase Price, HSH shall promptly pay to STG an amount equal to 70% of all such proceeds that HSH receives from the participation in excess of the Purchase Price, which amount shall be paid to STG within 5 business days of HSH receiving such proceeds. Notwithstanding anything else in this Agreement, this provision shall survive the Closing and for the purposes of this provision, the term "HSH" shall include any affiliate, successor, transferee or assignee of HSH or any persons or entities that HSH controls, is controlled by, under common control with or has an interest in, and this obligation shall be binding on any such affiliate, successor, transferee or assignee of HSH or any such person or entity that HSH controls, is controlled by, under common control with or has an interest in, as if it were a party hereto."

3. Schedule 4.8 of each of the Purchase Agreements shall be amended and restated in its entirety as set forth on Exhibit 1 of this Amendment.

4. The second paragraph of the WCIV Purchase Agreement shall be amended to add the following sentence:

“The parties recognize that the call letters of station WCIV-TV, Facility ID No. 21536, were exchanged on September 29, 2014, with those of STG’s station WMMP-TV, Facility ID No. 9015. For the purposes of clarity, all references to WCIV-TV, WCIV, or the station herein shall mean the commercial television station assigned FCC Facility ID No. 21536.”

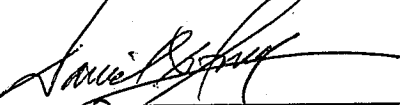
5. Except as amended by this Amendment, the Purchase Agreements, and the exhibits and schedules thereto, shall remain in full force and effect, enforceable in accordance with their respective terms.

6. This Amendment may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. Delivery of an executed counterpart of a signature page of this Amendment by facsimile or other electronic transmission shall be effective as delivery of a manually executed original counterpart of this Amendment.


(signatures on the following page)

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

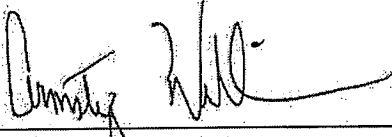
SINCLAIR TELEVISION GROUP, INC.

By: 
David B. Armstrong
COO/EP

HOWARD STIRK HOLDINGS, LLC

By: 
Armstrong Williams
Owner

HSH BIRMINGHAM (WCIV) LICENSEE, LLC

By: 
Armstrong Williams
Manager

HSH BIRMINGHAM (WCFT) LICENSEE, LLC

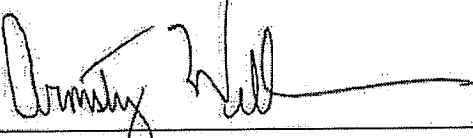
By: 
Armstrong Williams
Manager

Exhibit 1

Schedule 4.8

Other Actions

HSH and Sinclair shall enter into a Tower and Studio License Agreement in the form attached to this Agreement, for a reasonable market rate.

HSH and Sinclair shall use reasonable best efforts to ensure that the MVPDs in the DMA in which the Station is located shall agree in writing to carry the programming of Station as of date of this Agreement (that is being moved to a multicast channel of a station currently owned by Sinclair) on the same channel as it is currently carried as of the date of this Agreement.