

# FISHER BROADCASTING – OREGON TV, L.L.C.

March 28, 2013

Roberts Media, LLC  
KMTR Television, LLC  
c/o Mr. Larry Roberts  
7615 Ballinshire North  
Indianapolis, IN 46254

Dear Mr. Roberts:

1. Reference is hereby made to that certain Letter Agreement, dated as of November 20, 2012 (the “**Letter Agreement**”), by and among Fisher Broadcasting – Oregon TV, L.L.C. (“**Fisher**”), Roberts Media, LLC (“**Roberts Media**”), and KMTR Television, LLC (“**Assignee**”). Capitalized terms used, but not defined, herein shall have the meanings ascribed to such terms in the Letter Agreement.
2. The parties wish to amend the Letter Agreement with respect to the Purchase Price to be paid by Assignee with respect to its acquisition of the Designated Station Assets and, accordingly, the parties thereto and hereto are entering into this First Amendment to the Letter Agreement (this “**Amendment**”).
3. **Amendment to Paragraph 2 of the Letter Agreement.** The last sentence of Paragraph 2 of the Letter Agreement is hereby deleted in its entirety and replaced with the following:

“The purchase price with respect to the Designated Station Assets to be acquired by Assignee shall be One Million Seven Hundred Thousand Dollars (\$1,700,000) (“**Purchase Price**”), and shall be payable by Assignee to Sellers in cash (by wire transfer of immediately available funds).”
4. Except as modified by this Amendment, the Letter Agreement shall remain unchanged and in full force and effect in accordance with its terms.
5. This Amendment shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to the conflicts of law rules of such State.
6. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The delivery of this letter agreement by facsimile or other electronic transmission will be deemed to be an original of the letter agreement so transmitted.
7. This Amendment, the Letter Agreement and the exhibits and attachments thereto, the Option Agreement, the Assignment Agreement, and the Purchase Agreement collectively represent the entire understanding and agreement between the parties with

respect to the subject matter hereof and thereof and supersede all prior agreements with respect to the subject matter hereof and thereof.

[SIGNATURE PAGE FOLLOWS]

If the foregoing correctly sets forth our understanding, please so indicate by signing below. Upon execution and delivery by all of the undersigned, this Amendment shall become a legal and binding agreement among the parties hereto.

FISHER BROADCASTING – OREGON TV, L.L.C.

By: 

Name: *Robert I. Dunlop*

Title: *Executive Vice President*

**Agreed and Accepted as of the date hereof:**

ROBERTS MEDIA, LLC

By: \_\_\_\_\_

Larry Roberts, Manager

KMTR TELEVISION, LLC

By: \_\_\_\_\_

Larry Roberts, Manager

If the foregoing correctly sets forth our understanding, please so indicate by signing below. Upon execution and delivery by all of the undersigned, this Amendment shall become a legal and binding agreement among the parties hereto.

FISHER BROADCASTING – OREGON TV, L.L.C.

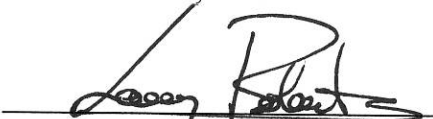
By: \_\_\_\_\_  
Name:  
Title:

**Agreed and Accepted as of the date hereof:**

ROBERTS MEDIA, LLC

By:   
Larry Roberts, Manager

KMTR TELEVISION, LLC

By:   
Larry Roberts, Manager