

Amendment to  
Asset Purchase Agreement

This Amendment is entered into by and between Sinclair Communications, LLC (as successor to Sinclair Acquisition IV, Inc.) (“Buyer”) and Second Generation of Iowa, Ltd (“Seller”) as of February 1, 2021 (“Amendment Effective Date”) and amends that certain Asset Purchase Agreement dated as of February 1, 2008, by and between Buyer and Seller (the “Agreement”). Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Agreement.

WHEREAS, Buyer and Seller mutually desire to amend the Agreement as provided herein.

NOW THEREFORE, in consideration foregoing, the covenants contained herein and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Section 8.1(d) of the Agreement is hereby deleted in its entirety and replaced with the following:

(d) Failure to Consummate the License Closing. If the License Closing shall not have occurred on or prior to February 1, 2029 (“Final Closing Date”), provided, that the Final Closing Date shall be automatically extended for an additional eight-year period unless Buyer provides written notice to Seller at least six months prior thereto.

2. Section 8.2(d) of the Agreement is hereby deleted in its entirety and replaced with the following:

(d) Failure to Consummate the License Closing. If the License Closing shall not have occurred on or prior to the Final Closing Date (as may be extended above).

3. Each reference in the Agreement to "this Agreement" or words of similar meaning will mean and be a reference to the Agreement as amended by this Amendment. Except as specifically amended and supplemented in this Amendment, (i) the Agreement is, and will continue to be, in full force and effect and (ii) this Amendment will not operate as a waiver of any provision of the Agreement.
4. This Amendment may be executed in separate counterparts, each of which when executed and delivered (including without limitation via facsimile) shall be deemed an original and all of which together shall constitute the same agreement and shall be binding upon the parties.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment effective as of the Amendment Effective Date.

Second Generation of Iowa, Ltd.

By:

Name:

Title:

A handwritten signature in blue ink, appearing to read "Thomas J. Eubank", written over a horizontal line. Below the signature is another handwritten word, possibly "Chairman".

Sinclair Communications, LLC

By:

Name: David R. Bochenek

Title: Authorized Signatory

A handwritten signature in black ink, appearing to read "David", written over a horizontal line.