QUEENB TELEVISION OF TEXAS, LLC 7025 Raymond Road Madison, WI 53719

April 13, 2018

Louis S. Wall Sagamore Hill of Victoria, LLC 525 Blackburn Drive Augusta, GA 30907

Dear Louis:

Reference is made to that certain Revised Time Brokerage Agreement, dated as of September 1, 2017, by and between QueenB Television of Texas, LLC, and Sagamore Hill of Victoria, LLC (the "TBA"). Capitalized terms not otherwise defined in this letter shall have the meanings assigned to them in the TBA.

Programmer and Licensee have agreed to amend the TBA as follows:

- 1. Section 7 of the TBA is hereby amended by deleting the provisions requiring Licensee to employ a manager and a second employee for the Station. At a date to be selected by Programmer, Programmer will offer employment to Licensee's current employees. Upon notice from Programmer, Sagamore shall, in consultation with Programmer, designate an employee of Programmer to serve as general manager of the Station. Notwithstanding this change to the TBA, the Station manager shall continue to report to Licensee and to act at Licensee's direction. Nothing in this section is intended to or shall have the effect of affecting Licensee's exercise of control over the Station, including policies affecting programming, personnel and financing.
- 2. Section 10 of the TBA is amended by omitting the last sentence.
- 3. Licensee and Programmer agree that Licensee shall be exclusively responsible for negotiating any agreements for carriage of the Station by multi-channel video programming distributors ("MVPDs"), and that all payments for retransmission of the Station by MVPDs (the "Retransmission Revenues") shall be made to Licensee.
- 4. Schedule A to the TBA is hereby deleted and replaced with the following:

Licensee shall pay all debt service for the acquisition financing for the Station, any fees or payments required under the Station's network affiliation agreements, and any

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other operating and maintenance expenses for which Licensee is responsible. To the extent that, in any calendar month during the first year of the TBA, the Retransmission Revenues are less than the amount of such Licensee payments plus a Base Fee of Six Thousand Dollars (\$6,000) and a fee for Licensee's accounting services of Four Hundred Dollars (\$400) per month, Programmer shall pay to Licensee the differential. In the second year of the TBA, the Base Fee shall be increased to Six Thousand Five Hundred Dollars (\$6,500) per month. To the extent that in any month, Retransmission Revenues are greater than the total of Licensee's payment obligations, the Base Fee and the fee for Licensee's accounting services, Licensee shall accrue the overage to Programmer as a performance bonus. Differential or overage will be accrued monthly and paid at least once per calendar year.

Please confirm your agreement to this side letter, effective as of the date first written above, by signing below and returning a copy to me.

Sincerely yours,

QUEENB TELEVISION OF TEXAS, LLC

Name: Brian Burns
Title: FUP///

ACCEPTED:

SAGAMORE HILL OF VICTORIA, LLC

Name: Louis S. Wall Title: President