

**FIRST AMENDMENT TO AMENDED AND RESTATED JOINT SALES
AGREEMENT**

This FIRST AMENDMENT TO AMENDED AND RESTATED JOINT SALES AGREEMENT (this “Amendment”) is dated and effective as of April 10, 2023 by and between Sinclair Television of New Bern, LLC (successor to Bonten Media Group LLC, “Sales Agent”), and New Bern (WYDO-TV) Licensee, Inc. (successor to Esteem Broadcasting of North Carolina LLC, “Station Licensee”) (each a “party” and collectively, the “parties”), and amends that certain Amended and Restated Joint Sales Agreement (the “Agreement”), dated December 1, 2007, by and between the parties. Capitalized terms used herein but not defined shall have the meaning prescribed to them in the Agreement.

WHEREAS, Station Licensee or its affiliate owns television broadcast station WYDO(TV) (Greenville, North Carolina) (the “Station”), and Sales Agent or its affiliate owns television broadcast station WCTI-TV (New Bern, North Carolina); and

WHEREAS, Sales Agent provides certain services to Station Licensee in connection with the operation of the Station pursuant to the Agreement and FCC Rules; and

WHEREAS, the parties wish to extend the Term of the Agreement on the same terms and conditions as set forth in the Agreement to make it coterminous with other similar services agreements between the parties.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

1. Section 2.1(b) is hereby deleted in its entirety and replaced with the following:

“(b) *Renewal Term*. This Agreement shall be automatically renewed for additional terms as follows: The first renewal term (the “**First Renewal Term**”) shall commence on the on the day following the expiration of the Initial Term and shall continue for a period of eight (8) years thereafter. The second renewal (the “**Second Renewal Term**”) term shall commence on the day following the expiration of the First Renewal Term and shall continue until December 19, 2028; *provided, however*, the Second Renewal Term shall automatically renew for two (2) additional eight (8) year terms, unless Sales Agent provides written notice to Station Licensee of its intent to terminate the Agreement upon no less than six (6) months’ written notice to Station Licensee (The Initial Term, First Renewal Term, Second Renewal, and any such renewal terms hereinafter shall be referred to as the “**Term**”).”

2. Except as expressly provided herein, the Agreement shall not be amended or modified by this Amendment and each of the terms thereof shall continue in full force and effect.

WYDO/New Bern

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Amendment as of the date and year written below:

SINCLAIR TELEVISION OF NEW BERN, LLC

By: DocuSigned by: David R. Bochenek
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Name: David R. Bochenek

Title: Authorized Signatory

NEW BERN (WYDO-TV) LICENSEE, INC.

By: M. E. Anderson

Name: Michael E. Anderson

Title: President