

**AMENDMENT NO. 2 TO
LOCAL MARKETING AGREEMENT**

THIS AMENDMENT NO. 2 TO LOCAL MARKETING AGREEMENT ("Amendment No. 2"), effective as of July ____, 2013, is by and between Hubbard Radio Washington DC, LLC, a Delaware limited liability company ("Hubbard Radio DC") and United Media Group LLC, a District of Columbia limited liability company ("Programmer") (collectively, the "Parties").

WHEREAS, Hubbard Radio DC, as assignee of Bonneville International Corporation, and Programmer are parties to that certain Local Marketing Agreement dated June 8, 2010, as amended by the Parties on May 1, 2012 by Amendment No. 1 (as amended by Amendment No. 1, the "Agreement"); and

WHEREAS, the Parties desire to further amend certain provisions of the Agreement as set forth herein.

NOW, THEREFORE, the Parties agree as follows:

1. The first recital in the Agreement is hereby amended and restated in its entirety as follows:

"WHEREAS, Hubbard Radio DC's wholly-owned subsidiary, Washington DC FCC License Sub, LLC holds licenses from the FCC (as defined below) for radio station WBQH(AM), 1050 kHz, Silver Spring, MD (FIN 8673) (the "Station"), which Station is operated by Hubbard Radio DC; and"

2. Section 1 (Agreement Term) is hereby amended so that the "LMA Termination Date" is now defined as 11:59 PM on December 31, 2015.

3. Section 17 (Termination) is hereby amended by adding a new Section 17.3 which shall read as follows:

"17.3 Additional Termination Right for Hubbard Radio DC. Notwithstanding any provision in this Agreement to the contrary, Hubbard Radio DC may terminate this Agreement and the Term prior to the LMA Termination Date on three months prior written notice to Programmer at any time following the occurrence of a Station Change Event. A "Station Change Event" shall be defined as an event, circumstance, or change (or a combination of events, circumstances, or changes) that results in or causes (a) the enhancement of, expansion of, or increase in the operating power and/or coverage area of the Station's signal, (b) the expansion of or increase in the distribution or market coverage of the Station (whether by geography, audience, or otherwise), (c) the enhancement of, expansion of, or increase in the Station's night time signal or in the night time coverage area of the Station; (d) the Station beginning to use, or receiving authorization to acquire or use, a new or existing FM translator in any manner, (e) the re-broadcast or simulcast of the Station's signal on an FM channel or frequency, or (f) any combination of (a), (b), (c), (d), or (e)."


4. Schedule 2.2 to the Agreement (as amended by Amended Schedule 2.2 in Amendment No. 1) is hereby amended and restated in its entirety as attached hereto as Second Amended Schedule 2.2.

5. Schedule 5 to the Agreement (as amended by Amended Schedule 5 in Amendment No. 1) is hereby amended and restated in its entirety as attached hereto as Second Amended Schedule 5.

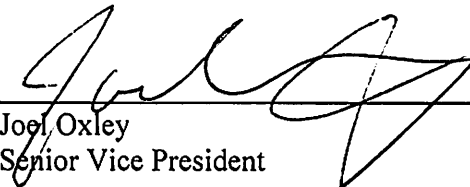
6. Except to the extent amended specifically in this Amendment No. 2, the Agreement remains in full force and effect.

IN WITNESS WHEREOF, the Parties hereby have executed this Amendment No. 2 effective the day and year first above written.

United Media Group LLC

By: 
Name: Juan Ponce
Its: President

Hubbard Radio Washington DC, LLC

By: 
Joel Oxley
Its: Senior Vice President

**SECOND AMENDED
SCHEDULE 2.2**

Sports Programming Time

During the Term of the Agreement, Hubbard Radio DC may air certain sports events, including pre- and post-game coverage and additional events required due to post-season play for the following teams:

- George Washington Basketball – December 2009 through Dec 31 2015 (up to 15 games per regular season plus all post season games)
- Navy Football – September 2009 through December 31 2015 (up to 13 games per regular season plus all post season games)
- Navy Basketball – December 2009 through December 31 2015 (up to 6 games per regular season plus all post season games)
- Navy Lacrosse – maximum of 2 games March and April 2013, March and April 2014, March and April 2015
- American University Basketball – December 2009 through December 31 2015 (8 games per regular season plus all post season games)
- Baltimore Ravens Football – September 2010 through January 2016 (16 games per regular season plus all post season games)

**SECOND AMENDED
SCHEDULE 5**

Payments
