

JOINT AMENDMENT TO JOINT SALES AND SHARED SERVICES AGREEMENTS

This Joint Amendment to Joint Sales and Shared Services Agreements (this "Joint Amendment") is made as of September 1, 2015 by and among MPS Media of Gainesville License, LLC ("MPS Gainesville"), MPS Media of Tallahassee License, LLC ("MPS Tallahassee"), MPS Media of Scranton, LLC ("MPS Scranton") (MPS Gainesville, MPS Tallahassee and MPS Scranton being hereinafter collectively called "MPS"), and Sinclair Television Group, Inc. ("Sinclair").

WITNESSETH THAT:

WHEREAS, MPS Gainesville entered into a Joint Sales and Shared Services Agreement dated as of September 1, 2008, with New Age Media of Gainesville, LLC, as amended by the First Amendment thereto dated as of September 17, 2013 and by the Second Amendment thereto dated as of October 31, 2014 (said agreement, as so amended, being hereinafter called the "Gainesville Agreement"); and

WHEREAS, MPS Tallahassee entered into a Joint Sales and Shared Services Agreement dated as of March 31, 2007, with New Age Media of Tallahassee, LLC, as amended by the First Amendment thereto dated as of September 1, 2007, by the Second Amendment thereto dated as of September 19, 2013 and by the Third Amendment thereto dated as of October 31, 2014 (said agreement, as so amended, being hereinafter called the "Tallahassee Agreement"); and

WHEREAS, MPS Scranton entered into a Joint Sales and Shared Services Agreement dated as of March 31, 2007, with New Age Media of Pennsylvania, LLC, as amended by the First Amendment thereto dated as of September 1, 2007, by the Second Amendment thereto dated as of September 19, 2013 and by the Third Amendment thereto dated as of October 31, 2014 (said agreement, as so amended, being hereinafter called the "Scranton Agreement," and the Scranton Agreement, the Tallahassee Agreement and the Gainesville Agreement are hereinafter collectively called the "Agreements"); and

WHEREAS, Sinclair is the successor in interest to New Age Media of Gainesville, LLC, New Age Media of Tallahassee, LLC and New Age Media of Pennsylvania, LLC pursuant to assignments dated October 31, 2014; and

WHEREAS, the parties hereto desire to modify the Agreements in order to eliminate the rights of MPS provided therein to surrender their respective FCC licenses, all upon the terms and in consideration of the further changes to the Agreements set forth in this Joint Amendment;

NOW, THEREFORE, in consideration of the premises, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Section 1.1 of each of the Agreements is hereby amended to revise and restate the definition of the "Priority Obligations" to read in full as follows:

“Priority Obligations” means, for any period, in order of priority, (i) amounts necessary for Licensee to pay its expenses, if any, incurred in exercising its duties with respect to the Station, including, without limitation, costs of insurance (including, but not limited to, the premium costs for health care insurance of Eugene Brown and his spouse, except to the extent such costs are paid by Sales Agent or an Affiliate of Sales Agent to an Affiliate of Licensee), programming, bookkeeping, FCC compliance and property maintenance, cash payments due for Priority Capital Expenditures, or any other matters that the parties may agree to in writing, (ii) a monthly distribution or monthly management fee to Eugene Brown in the amount of One Thousand Four Hundred Dollars (\$1,400) and, if such sum is paid as a management fee (rather than a distribution), incremental federal, state and local income taxes thereon, (iii) such reasonable reserves as Licensee shall establish with respect to contingent liabilities and Priority Capital Expenditures requirements, and (iv) incremental federal, state and local income taxes incurred by Eugene Brown (or any successor member(s) of Licensee) in respect of the income of Licensee or its member(s)’ direct or indirect interest in Licensee.

2. Section 2.3 of each of the Agreements is hereby amended by deleting Section 2.3(f) thereof.

3. The first sentence of Section 8.2 of each Agreement is hereby amended by adding, after clause (ii), a new clause (iii) as follows:

“and (iii) for all other liabilities based upon or arising out of the operation of the Station except to the extent caused by the willful misconduct of the member(s) of Licensee.”

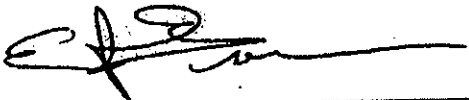
4. Except as amended by this Joint Amendment, each of the Agreements, and the exhibits and schedules thereto, shall remain in full force and effect, and shall be enforceable in accordance with their respective terms.

5. This Joint Amendment may be executed in any number of counterpart copies, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Joint Amendment by facsimile or other electronic transmission shall be effective as delivery of a manually executed original counterpart of this Joint Amendment.

(Signature page follows)

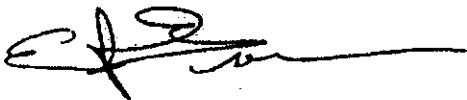
IN WITNESS WHEREOF, the parties hereto have executed this Joint Amendment to Joint Sales and Shared Services Agreements as of the date first above written.

MPS MEDIA OF GAINESVILLE LICENSE, LLC SINCLAIR TELEVISION GROUP, INC.

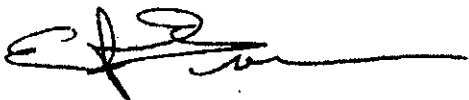
By: 
Eugene Brown, Sole Member

By: _____
Name: _____
Title: _____

MPS MEDIA OF TALLAHASSEE LICENSE, LLC

By: 
Eugene Brown, Sole Member

MPS MEDIA OF SCRANTON LICENSE, LLC

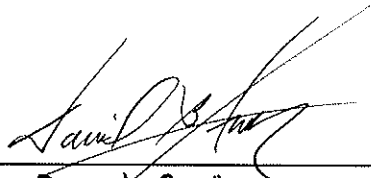
By: 
Eugene Brown, Sole Member

IN WITNESS WHEREOF, the parties hereto have executed this Joint Amendment to Joint Sales and Shared Services Agreements as of the date first above written.

MPS MEDIA OF GAINESVILLE LICENSE, LLC

SINCLAIR TELEVISION GROUP, INC.

By: _____
Eugene Brown, Sole Member

By: 
Name: David B. Amy
Title: VP and Secretary

MPS MEDIA OF TALLAHASSEE LICENSE, LLC

By: _____
Eugene Brown, Sole Member

MPS MEDIA OF SCRANTON LICENSE, LLC

By: _____
Eugene Brown, Sole Member