

SECOND AMENDMENT TO JOINT SALES AND

SHARED SERVICES AGREEMENT

This Second Amendment to **JOINT SALES AND SHARED SERVICES AGREEMENT** (the "**JSA**") is dated as of September 4, 2013, by and between MPS Media of Tallahassee License, LLC, a Delaware limited liability company ("**Licensee**"), and New Age Media of Tallahassee, LLC ("**Sales Agent**"),

WHEREAS, Licensee and Sales Agent are parties to that certain JSA dated as of March 31, 2007, as amended by that First Amendment to Joint Sales and Shared Services Agreement dated as of September 1, 2007, with respect to certain sales activities and shared services for television station WTLF (Tallahassee, Florida);

WHEREAS, entities under common ownership and control with Licensee or Sales Agent are also parties to a Joint Sales and Shared Services Agreement dated as of September 1, 2008 by and between MPS Media of Gainesville License, LLC and New Age Media of Gainesville, LLC with respect to certain sales activities and shared services for television station WNBW (Gainesville, Florida); a Joint Sales and Shared Services Agreement dated as of March 31, 2007, as amended September 1, 2007, by and between MPS Media of Scranton License, LLC and New Age Media of Pennsylvania, LLC with respect to certain sales activities and shared services for television station WSWB (Scranton, Pennsylvania); and a Joint Sales and Shared Services Agreement dated as of April 1, 2008, by and between MPS Media of Tennessee License, LLC and New Age Media of Tennessee, LLC with respect to certain sales activities and shared services for television station WFLI (Chattanooga, Tennessee) (collectively, the "**Other Market JSAs**"); and

WHEREAS, Licensee and Sales Agent desire to amend certain provisions of the JSA consistent with the rules and regulations of the Federal Communications Commission;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensee and Sales Agent, intending to be legally bound hereby, agree as follows:

Section 3 (Consideration) of the JSA shall be amended to restate in its entirety Section 3(e) as follows:

- (e) In the event that the Sales Commission or Service Fee payment obligations of Licensee under Section 3(b) or Section 3(c) are not paid in full at the end of each month ("**Shortfall Liability**"), then such Shortfall Liability shall be carried forward by Licensee to subsequent year(s). The Shortfall Liability will remain only a contingent liability, and not a debt obligation, of Licensee, which shall only be payable upon notice by Sales Agent in any subsequent year where a Shortfall Liability has not occurred. The Shortfall Liability under this Agreement and under the Other Market JSAs shall be calculated, and shall be payable, on a combined basis.

Except as expressly modified herein, all other terms, covenants and conditions contained in the JSA shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have entered into this Second Amendment on the date first set forth above.

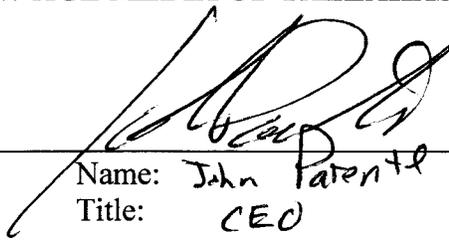
MPS MEDIA OF TALLAHASSEE LICENSE, LLC



By: _____

Name: Eugene Brown
Title: Sole Member

NEW AGE MEDIA OF TALLAHASSEE, LLC



By: _____

Name: John Parente
Title: CEO