

Execution Copy

OMNIBUS AMENDMENT TO STATION AGREEMENTS

THIS OMNIBUS AMENDMENT TO STATION AGREEMENTS (this "Amendment") is made as of the 31st day of January, 2012, by and among Surtsey Media, LLC, a Michigan corporation ("Licensee"), and Saga Quad States Communications, Inc., a Delaware corporation ("Saga").

RECITALS

A. Licensee holds a license from the Federal Communications Commission ("FCC") to operate television broadcasting Station KFJX, Pittsburg, Kansas (Facility ID No. 83992) (the "Station").

TERMS OF AGREEMENT

NOW, THEREFORE, in consideration of the terms, conditions, covenants and agreements set forth herein, the receipt and sufficiency both parties hereby acknowledge, the parties hereto agree as follows:

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7. **Option to Purchase Station Assets.** Effective as of the date of this Amendment, Licensee grants to Saga the sole and exclusive option (the "Option") to purchase from Licensee substantially all of the assets of the Station, including the FCC license of the station under the following terms and conditions:

(a) The Option is exercisable by Saga if: (i) Saga gives written notice to Licensee of Saga's exercise of the Option, and (ii)

(b) Upon Saga's notice to Licensee of Saga's valid exercise of the Option in accordance with the preceding subsection, Saga and Licensee shall diligently prepare and execute a mutually acceptable Asset Purchase Agreement (the "APA") within thirty (30) days of Saga's exercise of the Option, containing commercially reasonable and customary terms and conditions. The APA shall provide, without limitation, that on the closing date, Licensee shall sell, assign, and/or transfer to Saga, and Saga shall purchase and accept from Licensee, all of the assets, tangible and intangible, real, personal or mixed, used or useful in the transmission of the Station's broadcast signal (excluding however, cash, bank accounts, securities and other investments, accounts receivable, and tax and corporate records of Licensee) free and clear of all debts, liens and encumbrances.

(c) The purchase price under the APA shall be the sum of

Upon

exercise of the Option, an escrow deposit in the amount of five percent (5%) of the purchase price, shall be delivered by Saga to a mutually acceptable escrow agent with such amount to be applied to payment of the purchase price at closing. The balance of the purchase price at closing shall be paid to Licensee by Saga by wire transfer of immediately available federal funds to Licensee's account.

(d) Within ten (10) days of Saga's exercise of the Option, Licensee and Saga shall file with the FCC an application requesting consent to the assignment of all licenses and authorizations pertaining to the Station from Licensee to Saga ("Assignment Application"). Closing shall take place on the fifth (5th) business day after the FCC has granted the Assignment Application and that the grant has become "final," i.e. no longer subject to rescission, review or reconsideration by the FCC or any court.

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11. **No Further Amendments.**

12. **Counterparts.** This Amendment may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

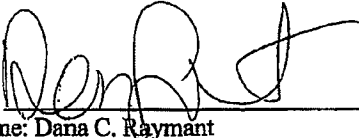
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[Signature page to Omnibus Amendment to Station Agreements]

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their duly authorized signatories, all as of the day and year first above written.

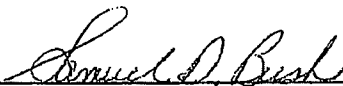
LICENSEE:

SURTSEY MEDIA, LLC

By: 
Name: Dana C. Raymant
Title: President

SAGA:

SAGA QUAD STATES COMMUNICATIONS, INC.

By: 
Name: Samuel D. Bush
Title: Treasurer