

SECOND AMENDMENT TO JOINT SALES AND SERVICES AGREEMENT

THIS SECOND AMENDMENT TO JOINT SALES AND SERVICES AGREEMENT (this "Second Amendment") is made as of this 11th day of February, 2015, by and between COASTAL TELEVISION BROADCASTING COMPANY LLC, a Delaware limited liability company ("COASTAL"), and MISSISSIPPI TV LICENSE COMPANY, LLC, a Delaware limited liability company ("MISSISSIPPI TV").

RECITALS

- A. MISSISSIPPI TV entered into an Asset Purchase Agreement with WTVA, Inc. ("WTVA"), dated as of September 16, 2014 (the "WTVA APA"), pursuant to which MISSISSIPPI TV will purchase from WTVA the assets of station WTVA-TV, Tupelo, Mississippi ("Station WTVA"), as described in more detail and all under the terms and conditions described in the WTVA APA.
- B. COASTAL entered into an Asset Purchase Agreement with Tupelo Broadcasting, Inc. ("TBI"), dated as of October 3, 2014 (the "WLOV APA"), pursuant to which COASTAL will purchase from TBI the assets of station WLOV-TV, West Point, Mississippi ("Station WLOV"), as described in more detail and all under the terms and conditions described in the WLOV APA.
- C. WTVA (as Provider) and TBI (as successor to Lingard Broadcasting Corporation) are parties to that certain Joint Sales and Services Agreement, dated as of January 1, 2012, as amended by that certain First Amendment to Joint Sales and Services Agreement, dated September 1, 2012 (as amended the "JSSA"), pursuant to which WTVA has been providing certain advertising sales and other services to TBI as described in the JSSA.
- D. Under the terms of the WTVA APA, WTVA agreed to assign, at the Closing as defined in the WTVA APA, its rights and obligations under the JSSA to MISSISSIPPI TV.
- E. Under the terms of the WLOV APA, TBI agreed to assign, at the Closing as defined in the WLOV APA, its right and obligations under the JSSA to COASTAL.
- F. The Federal Communications Commission (the "FCC"), as a condition to granting its approval of assignment of the broadcast license of Station WTVA from WTVA to MISSISSIPPI TV, and the assignment of the broadcast license of Station WLOV from TBI to COASTAL, required amendment of the JSSA upon consummation of those assignments to reduce the sale of advertising time on Station WLOV by MISSISSIPPI TV to no more than fifteen percent (15%) of all of the advertising time on Station WLOV, to comply with the revised rules for Joint Sales Agreements set forth by the FCC in the "2014 Quadrennial Review- Review of the Commission's Broadcast Ownership Rules Adopted Pursuant to Section 202 of the Telecommunications Act of 1996," 29 FCC Rcd 4371 (2014).
- G. On the date hereof MISSISSIPPI TV and COASTAL have consummated the acquisitions of the assets of Station WTVA and Station WLOV, respectively, and received assignments of the rights and assumed the obligations of WTVA and TBI, respectively, in and under the JSSA.

H. MISSISSIPPI TV and COASTAL desire to amend the JSSA to reflect certain changes thereto agreed by MISSISSIPPI TV and COASTAL, effective as of this date, in satisfaction of the conditions required by the FCC for the assignment of the broadcast licenses of Station WTVA and Station WLOV.

TERMS OF AGREEMENT

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

1. The defined term "Lingard" shall be replaced throughout the JSSA with the term "Coastal".

2. The current first sentence of Section 1.1(a) of the JSSA shall be deleted and replaced as follows:

Current: Except as expressly provided herein to the contrary, Lingard hereby assigns to Provider the exclusive right, and Provider hereby accepts the responsibility to use its best efforts to market and sell all forms of regional, and local spot advertising, sponsorships, direct response advertising, paid programming, including infomercials, and all long-form advertising broadcast on the Station.

Replacement: Except as expressly provided herein to the contrary, Coastal hereby assigns to Provider the right, and Provider hereby accepts the responsibility to use its best efforts, to market and sell up to fifteen percent (15%) of the weekly advertising time broadcast on the Station.

3. The current Exhibit B of the JSSA shall be deleted and replaced with the revised Exhibit B attached hereto.

4. A new Section 1.9 shall be added to the JSSA, as follows:

1.9 Prohibition of Joint Negotiation of Retransmission Consent. Notwithstanding anything to the contrary contained herein, Coastal shall not, in retransmission consent negotiations for the Station involving any MVPD, negotiate jointly with any television station licensee in the Tupelo DMA (including Provider), unless the other licensee is commonly owned with Coastal.

5. The contact information in Section 8.9 (Notices) shall be replaced with the following:

If to Coastal: Coastal Television Broadcasting Company LLC
3615 Hunley Ct.
Cumming, GA 30028
Attention: William A. Fielder, III, President

With a copy to: _____

If to Provider: Mississippi TV License Company, LLC
Two Buckhead Plaza
3050 Peachtree Road NW, Suite 550
Atlanta, GA 30305
Attention: Robert S. Prather, CEO

With a copy to: _____

6. Except as expressly amended hereby, the JSSA shall remain unmodified and shall continue in full force and effect in accordance with its terms. In the event of a conflict between the terms and conditions of the JSSA and those of this Second Amendment, this Second Amendment shall control.

7. This Second 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.

[SIGNATURES ON THE NEXT PAGE]

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

COASTAL TELEVISION BROADCASTING COMPANY LLC

By: William A. Fjelder, III
William A. Fjelder, III, President

MISSISSIPPI TV LICENSE COMPANY, LLC

By: Robert S. Prather
Robert S. Prather, CEO