

FIRST AMENDMENT TO MASTER SERVICES AGREEMENT

This First Amendment ("Amendment") is made as of September 1, 2015 to the Master Services Agreement (the "Agreement") dated as November 1, 2014, by and between Sinclair Television Group, Inc. ("Programmer") and New Age Media of Pennsylvania, LLC ("Company") and New Age Media of Pennsylvania License, LLC ("Licensee," and together with the Company, collectively, "Operating Company"). Programmer and Operating Company are collectively referred to herein as the "Parties."

Recitals

WHEREAS, the Parties have agreed to amend certain provisions and schedules of the Agreement;

NOW THEREFORE, in consideration of the agreements made herein and for other consideration deemed sufficient by the Parties and intended to be legally bound, the Parties hereby agree as follows:

1. Section 1 of Schedule 1.5 of the Agreement is hereby deleted in its entirety and replaced with the following:
 1. During the Term, Programmer shall pay a fee

2. Section 3(e) of Schedule 1.5 of the Agreement is hereby deleted in its entirety and replaced with the following:

3. The last sentence of Section 8.2 of the Agreement is hereby amended and restated to read in full as follows:

No expiration or termination of this Agreement shall (i) terminate the indemnification obligations of Programmer or Operating Company hereunder, (ii) relieve a party of any obligation or liability for breach or default prior to termination, or (iii) relieve Programmer from the following obligations:
following expiration or termination of this Agreement shall p
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4. Except as amended by this Amendment, the Agreement, and the exhibits and schedules thereto, shall remain in full force and effect, enforceable in accordance with their respective terms.

5. This Amendment may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. Delivery of an executed counterpart of a signature page of this Amendment by facsimile or other electronic transmission shall be effective as delivery of a manually executed original counterpart of this Amendment.

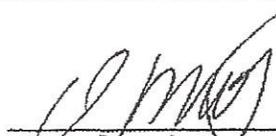
[Signature page follows]

¹ The parties acknowledge that the costs of a third employee and costs of health care for John Parente and his family contemplated by this Agreement are also provided for under other agreements between the parties and/or their affiliates and that the intention of the parties shall be that the costs to be reimbursed by Programmer are for one additional corporate employee and not several additional corporate employees, and one payment for each health care insurance cost, not duplicate or matching payments.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first written above.

PROGRAMMER

SINCLAIR TELEVISION GROUP, INC.

By: 

Name: David D. Smith
Title: President

OPERATING COMPANY

NEW AGE MEDIA OF PENNSYLVANIA, LLC

By: _____

John Parente, Chief Executive Officer

**NEW AGE MEDIA OF PENNSYLVANIA
LICENSE, LLC**

By: _____

John Parente, Chief Executive Officer

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first written above.

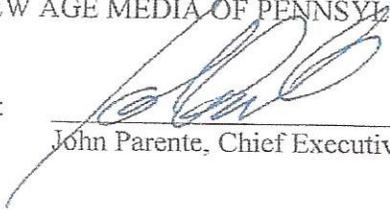
PROGRAMMER

SINCLAIR TELEVISION GROUP, INC.

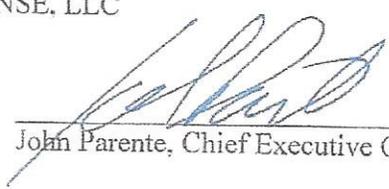
By: _____
Name:
Title:

OPERATING COMPANY

NEW AGE MEDIA OF PENNSYLVANIA, LLC

By: 
John Parente, Chief Executive Officer

**NEW AGE MEDIA OF PENNSYLVANIA
LICENSE, LLC**

By: 
John Parente, Chief Executive Officer