

FIRST AMENDMENT TO BROADCAST SERVICES AGREEMENT

THIS FIRST AMENDMENT TO BROADCAST SERVICES AGREEMENT (this “**First Amendment**”) is made as of the 4th day of September, 2012, by and between Bayshore Television, LLC, a North Carolina limited liability company (together with its successors and permitted assigns, “**Bayshore**”) and Cox Media Group, LLC, a Delaware limited liability company (together with its successors and permitted assigns, “**CMG**”).

Premises

Pursuant to that certain Broadcast Services Agreement dated as of August 2, 2012, (the “**Broadcast Services Agreement**”), Bayshore agreed to procure from CMG and CMG agreed to provide to Bayshore certain sales and other services in connection with the operation of television station WTEV-TV, Jacksonville, Florida.

By this First Amendment, Bayshore and CMG desire to amend certain terms of the Broadcast Services Agreement as set forth herein.

NOW, THEREFORE, in consideration of the above recitals and of the mutual agreements and covenants contained in this First Amendment, Bayshore and CMG, intending to be bound legally, agree as follows:

AGREEMENTS

1. **Amendments.**

(a) Section 2(a)(i) of the Broadcast Services Agreement is hereby amended and restated in its entirety as follows:

(i) At all times, each Station shall retain its own independent management (including general manager). Each Station’s management personnel shall (i) be retained solely by the Party that is directly or indirectly the FCC licensee of such Station and shall report solely to such Party, and (ii) have no responsibility to the other Party in respect of the operation of the other Station. At all times, Bayshore shall employ a sufficient number of employees to carry out responsibility for control of WTEV-TV, including all services that are not shared, including at least two employees, at least one of which shall be a manager ultimately responsible for the day-to-day management and operations of WTEV-TV, and shall maintain a presence at WTEV-TV during regular business hours.

(b) Section 7(b)(ii) of the Broadcast Services Agreement is hereby amended and restated in its entirety as follows:

(c) Schedule A to the Broadcast Services Agreement is hereby deleted and the revised Schedule A attached to this First Amendment is substituted in its place.

2. Miscellaneous.

(a) Other Provisions; Effectiveness. Except as modified by the express terms of this First Amendment, all provisions of the Broadcast Services Agreement shall remain in full force and effect. This First Amendment shall be a legally valid and binding agreement enforceable in accordance with its terms upon its execution by Bayshore and CMG.

(b) Reference to Agreement; Capitalized Terms. It shall not be necessary to refer to this First Amendment in any reference to the Broadcast Services Agreement. Any reference to the Broadcast Services Agreement shall be deemed to be a reference to the Broadcast Services Agreement as amended in accordance herewith. All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Broadcast Services Agreement.

(c) Execution in Counterparts. This First Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Facsimile or other electronic delivery of signature pages to this First Amendment shall be treated as original signatures for all purposes.

[Signature Page Follows]

WITNESS WHEREOF, the undersigned have caused this First Amendment to Broadcast Services Agreement to be duly executed as of the date first written above.

Bayshore:

BAYSHORE TELEVISION, LLC

CMG:

COX MEDIA GROUP, LLC

By: Bruce R. Baker

Name: Bruce Baker

Title: Sole Member

By: _____

Name:

Title:

WITNESS WHEREOF, the undersigned have caused this First Amendment to Broadcast Services Agreement to be duly executed as of the date first written above.

Bayshore:

BAYSHORE TELEVISION, LLC

By: _____

Name: Bruce Baker

Title: Sole Member

CMG:

COX MEDIA GROUP, LLC

By: 

Name: William S. Hoffman

Title: EVP/CMG