

AMENDMENT TO SHARED SERVICES AGREEMENT

THIS AMENDMENT TO SHARED SERVICES AGREEMENT (this "Amendment") is made as of February 13, 2012, by and between **WUPW, LLC**, a Delaware limited liability company, and **WUPW License Subsidiary, LLC**, a Delaware limited liability company (together referred to herein as "Licensee"), and **Raycom Media, Inc.**, a Delaware corporation ("Provider," and together with Licensee, the "Parties").

Recitals

Licensee and Provider are parties to a Shared Services Agreement (the "Agreement") dated as of December 21, 2011, respecting Station WUPW, Toledo, Ohio (the "Station").

In connection with processing of the pending application for consent to assignment of the Station to Licensee (FCC File No. BALCDT-20120110AEA), Licensee and Provider have been requested by the Federal Communications Commission to amend the Agreement to modify provisions pertaining to the term and renewal of the Agreement, and to correct errors in the text of the Agreement.

Amendment

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confirmed, the Parties agree as follows:

A. Term of Agreement. The following Section 8(a) is substituted for Section 8(a) as included in the Agreement:

8(a) The term of the Agreement shall commence on the date of the Acquisition. The initial term of the Agreement is eight (8) years. Thereafter, the Agreement shall be extended for successive two-year renewal terms unless either Party provides written notice to the other of its desire to terminate this Agreement. Such a termination notice must be given at least thirty (30) days prior to the beginning of a renewal term. Notwithstanding the foregoing, this Agreement and the sharing arrangements provided for hereunder will terminate, at Provider's option, upon one hundred eighty (180) days' notice, if the Station is sold to a party other than Provider or its assignee.

B. Correction. The following corrected Section 8(b)(1)(ii) is substituted for Section 8(b)(1)(ii) as included in the Agreement:

8(b)(1)(ii) By Provider if Licensee is in material breach of its obligations hereunder and, in the event of a non-payment default only, such breach has not been cured by Licensee within thirty (30) days after notice thereof by Provider; provided, however, should Licensee fail to timely make the payments required in Schedule 4(g), Provider may terminate this Agreement without notice and without a cure period if any such payments are overdue by ten (10) days or more with termination under this Section 8(b)(1)(ii) being effective upon Provider's notice of termination, and upon such termination for non-payment Provider and Licensee shall have no

further obligation to the other except for any sums due through the date of termination;

C. Miscellaneous. Capitalized terms used herein and not defined shall have the meanings set forth in the Agreement. Except as expressly set forth or referred to herein, the Agreement has not been amended or modified and remains in full force and effect. This Amendment may be executed in separate counterparts, each of which shall be deemed an original but which together shall constitute one instrument.

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

LICENSEE:

WUPW, LLC

By: Thomas B. Henson
Thomas B. Henson, Manager

WUPW LICENSE SUBSIDIARY, LLC

By: Thomas B. Henson
Thomas B. Henson, Manager

PROVIDER:

RAYCOM MEDIA, INC.

By: Paul H. McTear
Paul H. McTear, President and CEO