

**SECOND AMENDMENT
TO ASSET PURCHASE AGREEMENT**

THIS SECOND AMENDMENT TO ASSET PURCHASE AGREEMENT (“**Second Amendment**”), dated as of the 30th day of June, 2011, by and between North Pacific International Television, Inc. D.I.P., a Washington corporation and debtor-in-possession (“**Seller**”) and **OTA Broadcasting, LLC** a Delaware limited liability company (hereinafter “**Buyer**”) or its assigns amends that certain Asset Purchase Agreement, dated as of May 27, 2011 by and among Buyer and Seller (“**Asset Purchase Agreement**”), as amended by the First Amendment to Asset Purchase Agreement dated as of June 28, 2011 (“**First Amendment**”). Buyer and Seller are also referred to collectively as the “**Parties**”.

WHEREAS, the Parties wish to further amend the Asset Purchase Agreement as set forth in this Second Amendment.

NOW, THEREFORE, the Parties hereto agree as follows:

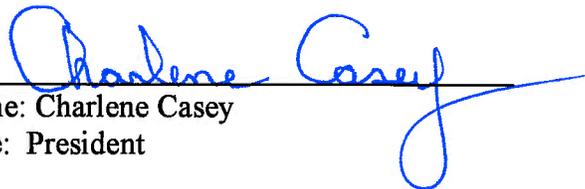
1. **Consideration**. Section 2 of the Asset Purchase Agreement is hereby amended to reflect that the new Purchase Price for the Sale Assets is Five Million Fifty Thousand and No/ 100 Dollars (\$5,050,000.00).
2. **No other Changes**. Except as modified by the terms of the First Amendment and this Second Amendment, all terms and conditions contained in the Asset Purchase Agreement remain unchanged.
3. **Counterparts**. This Second Amendment may be signed in one or more counterparts and/or by facsimile, each of which shall be considered an original counterpart, and shall become a binding Second Amendment when the Parties shall have each executed one counterpart.

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SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, THE BELOW PERSONS EACH HAVING AUTHORITY TO EXECUTE THIS SECOND AMENDMENT ON BEHALF OF SELLER OR BUYER, RESPECTIVELY, EACH SO EXECUTE THIS SECOND AMENDMENT ON THE DATE INDICATED ABOVE AND THEREBY BIND SELLER AND BUYER TO ALL OF THE TERMS OF THIS SECOND AMENDMENT AS OF THE DATE FIRST WRITTEN ABOVE:

SELLER

**NORTH PACIFIC INTERNATIONAL
TELEVISION, INC., D.I.P.**

By: 
Name: Charlene Casey
Title: President

BUYER

OTA BROADCASTING, LLC

By: 
Name: Bill Tolpegin
Title: Chief Financial Officer