

## **AMENDMENT TO ASSET PURCHASE AGREEMENT**

This **AMENDMENT TO ASSET PURCHASE AGREEMENT** (this "*Amendment*") is made and entered into as of August 24, 2009 by and between Evening Post Publishing Company ("EPC"), KVOA Communications, Inc. ("Buyer"), and Eagle Creek Broadcasting of Corpus Christi, LLC ("Seller").

### **W I T N E S S E T H**

**WHEREAS**, EPC and Seller are parties to that certain Asset Purchase Agreement, dated as of July 18, 2008 (the "Purchase Agreement"), pursuant to which EPC agreed to purchase from Seller, and Seller agreed to sell to Buyer, the Station Assets (as defined therein);

**WHEREAS**, pursuant to Section 20.3 of the Purchase Agreement, EPC desires to assign to: (a) NSHE TX Beeville, LLC, a Texas limited liability company ("EAT") EPC's right to acquire the real property listed on Exhibit 1 hereto (the "EAT Assignment"), and (b) Buyer the Purchase Agreement and all of EPC's other rights thereto (the "KVOA Assignment"); provided that no such assignment shall release EPC from any obligation or liability the Purchase Agreement;

**WHEREAS**, a condition precedent to the consummation of the transaction contemplated by the Purchase Agreement (among others) was the simultaneous consummation of the transaction contemplated by the Asset Purchase Agreement dated as of July 18, 2008 (the "Sagamore Asset Purchase Agreement"), attached hereto as Exhibit 2, by and between Seller and SagamoreHill of Corpus Christi LLC ("Sagamore"), as buyer;

**WHEREAS**, Buyer and Seller desire to consummate the transaction contemplated by the Purchase Agreement and waive certain conditions to Closing;

**WHEREAS**, pursuant to that certain Escrow Agreement, by and among Buyer, Patrick Communications, LLC (the "Agent"), and D.B. Zwirn Special Opportunities Fund, LLC ("Seller Senior Lender"), dated as of August 20, 2009 (the "Escrow Agreement"), Buyer shall deposit, on behalf of itself and the EAT, prior to Closing the Amended Purchase Price (as defined below) with the Agent;

**WHEREAS**, capitalized terms used herein but not defined herein shall have the meaning ascribed to them in the Purchase Agreement; and

**WHEREAS**, the parties desire to amend certain terms of the Purchase Agreement as set forth herein.

**NOW, THEREFORE**, the parties hereto agree as follows:

## **Section 1-Amendments and Additional Covenants**

**1.1 Assignments.** The KVOA Assignment is hereby effected; provided that such assignment shall not release EPC from any obligation or liability under the Purchase Agreement. Immediately prior to the execution hereof, the EAT Assignment shall have been effected pursuant to the Assignment of Purchase and Sale Agreement which shall have been duly executed by Seller; provided that such assignment shall not release EPC from any obligation or liability under the Purchase Agreement.

**1.2 Agreement for Closing.** Notwithstanding anything to the contrary contained in the Purchase Agreement, Buyer and Seller hereby agree that:

(a) **Amended Purchase Price.** The total consideration to be paid to Seller for the Station Assets pursuant to the Purchase Agreement, as amended by this Amendment, shall be [REDACTED] (the "Amended Purchase Price"), of which [REDACTED] shall be paid by the EAT pursuant to the EAT Assignment in exchange for the real property listed on Exhibit 1 hereto and the remainder of which shall be paid by Buyer in exchange for the other Station Assets.

(b) **Method of Payment.** At the Closing, as payment in full for the Station Assets, Buyer shall direct the Agent to release [REDACTED] of the Amended Purchase Price to Seller Senior Lender by transfer of immediately available funds in accordance with the Escrow Agreement. Upon receipt of the Fortress Documents (as defined in the Escrow Agreement) from the Agent, Buyer shall forward copies of such documents to Seller. The remainder of the Amended Purchase Price shall be paid to Seller by wire instruction delivered by Seller to Patrick.

(c) **Additional Mutual Closing Deliveries.** At the Closing, Buyer and Seller shall each duly execute and deliver to each other the following additional documents:

(i) the Option Agreement (the "Option Agreement") by and between Seller and Buyer to be effective simultaneously with the Closing in the form attached hereto as Exhibit A;

(ii) the Agreement for the Sale of Commercial Time (the "TSA") by and between Seller and Buyer to be effective simultaneously with the Closing in the form attached hereto as Exhibit B;

(iii) the Shared Services Agreement (the "Shared Services Agreement") by and between Seller and Buyer to be effective simultaneously with the Closing in the form attached hereto as Exhibit C;

(iv) the Transmitter Equipment, Studio and Office Lease Agreement (the "Studio Lease") by and between Seller and Buyer to be effective simultaneously with the Closing in the form attached hereto as Exhibit D;

(v) Releases from Billy Brotherton and Hollis Grizzard regarding the payment of the "Station Sale Bonuses" under the terms of their Employment and Non-

Compete Agreements, dated October 10, 2007, and January 15, 2008, respectively, in a form acceptable to Buyer;

(vi) The Services Agreement, by and between Seller's affiliate and Buyer regarding such affiliate's station in Laredo, Texas;

(vii) the Employee Lease and Transition Agreement (the "Employee Lease") by and between Seller and Buyer to be effective simultaneously with the Closing in the form attached hereto as Exhibit E; and

(viii) the Amendment to Sagamore Purchase Agreement by and between Seller and Sagamore to be effective simultaneously with the Closing in the form attached hereto as Exhibit F.

(d) Financing.

(i) As a condition to Closing, Seller shall have obtained financing in the amount of \$ [REDACTED] ("Loan Amount"), and Buyer shall have guaranteed Seller's repayment obligations with respect of such Loan Amount. Upon maturity of such Loan Amount, Buyer and Seller shall use commercially reasonable efforts to obtain refinancing for Seller of the Loan Amount, and Buyer shall guarantee Seller's repayment obligations with respect of such Loan Amount. The documents relating to the Loan Amount shall provide that the guaranty by Buyer may not be amended in any manner which would have an adverse effect on Seller or terminated without the consent of Seller.

(ii) At Closing, the parties and Patrick (as defined below) shall enter into an escrow side letter that shall provide that the Loan Amount shall be placed in escrow with Patrick (as defined below) and disbursed as follows

(A) \$ [REDACTED] of the Loan Amount shall be for the Sale Bonuses and released as set forth in 1.2(i) below;

(B) \$ [REDACTED] of the Loan Amount shall be held in escrow pending payoff of the amounts due pursuant to the Note issued by K-Six Television, Inc. in the principal amount of \$85,000 issued to the Small Business Administration, serviced through Texas Certified Development Company, Inc. and released by Patrick in accordance with the instructions issued by the Small Business Administration on or before August 27, 2009;

(C) \$ [REDACTED] of the Loan Amount shall be released to Buyer in accordance with the wire instructions delivered to Patrick at Closing in satisfaction of the prorations and netting of the items set forth on Exhibit G hereto between Buyer and Seller as set forth in the Purchase Agreement; and

(D) \$ [REDACTED] shall be paid to Seller in accordance with wire instruction delivered by Seller to Patrick.

(e) Alta. In furtherance and not limitation of Seller's obligations to deliver the Station Assets free and clear of all lines other than the Permitted Encumbrances, at Closing,

Seller shall deliver to Buyer a letter in the form attached hereto as Exhibit F (the "Alta Letter"), duly executed by each of the parties thereto, releasing Alta's interest in the Station Assets and the Excluded Assets, and accompanied by appropriate lien releases.

(f) Article 19 of the Purchase Agreement is deleted and replaced with "Reserved."

(g) Indemnification.

(i) Section 18.5 of the Purchase Agreement is deleted and replaced with the following:

Section 18.5 Limitations.

(a) Except as specified in the following sentence, no party shall be entitled to indemnification hereunder with respect to the breach of any representation or warranty contained herein unless such claim for indemnification is asserted in writing to the party from whom indemnification is sought within twelve (12) months after the Closing Date, except to the extent that any claim for indemnification in respect of a breach of any such representation or warranty is made on or before such date, in which case such representation or warranty (but not any others) shall survive until the resolution of such claim. Notwithstanding the preceding sentence, (i) with respect to any claims for payment under Section 2.4, or claims brought by any taxing or environmental authority, or claims arising under overtime, wage, hour and other employment laws or because Buyer is deemed to be a successor employer to Seller, the Claimant may claim indemnification therefor from an Indemnifying Party any time prior to thirty (30) days after the running of the statute of limitations applicable to such claim; and (ii) claims related to Seller's title to the Station Assets prior to Closing, the Claimant may claim indemnification therefore from an Indemnifying Party at any time.

(b) No monetary amount shall be payable by Seller, as the Indemnifying Party, to Buyer, as the Claimant, with respect to the indemnification of any claims pursuant to Section 18.1(a) (other than with respect to the representations and warranties in the following sections or specified portions thereof: the last sentence of Section 8.13(g), Section 8.20 and Section 14.2) (i) until the aggregate amount of the Claimant's losses, costs, liabilities, damages and expenses exceeds Forty Thousand Dollars (\$40,000.00), after which the Claimant shall be entitled to recover, and the Indemnifying Party shall be obligated for, all losses, costs, liabilities, damages and expenses of the Claimant in excess of such amount, and (ii) once the aggregate amount of the Claimant's and FCC Claimant's losses, costs, liabilities, damages and expenses exceeds Eight Hundred Seventy Five Thousand Dollars (\$875,000). For the avoidance of doubt, with respect to indemnification of any claims pursuant to Section 18.1(a) related to the last sentence of Section 8.13(g), Section 8.20 and Section 14.2, Claimant shall be entitled to recover, and the Indemnifying Party shall be obligated for, all losses, costs, liabilities, damages and expenses of Claimant without regard to whether any threshold or cap, including, without limitation, the threshold or cap set forth in the preceding sentence, has been met.

(c) No monetary amount shall be payable by Buyer, as the Indemnifying Party, to Seller, as the Claimant, under this Agreement with respect to the indemnification of any claims pursuant to Section 18.2(a) (other than with respect to the representation and warranty in Section 14.1) (i) until the aggregate amount of the Claimant's losses, costs, liabilities, damages and expenses under this Agreement exceeds Forty Thousand Dollars (\$40,000.00), after which the Claimant shall be entitled to recover, and the Indemnifying Party shall be obligated for, all losses, costs, liabilities, damages and expenses of the Claimant in excess of such amount, and (ii) once the aggregate amount of the Claimant's losses, costs, liabilities, damages and expenses under this Agreement exceeds Eight Hundred Seventy Five Thousand Dollars (\$875,000). For the avoidance of doubt, with respect to indemnification of any claims pursuant to Section 18.2(a) related to Section 14.1, Claimant shall be entitled to recover, and the Indemnifying Party shall be obligated for, all losses, costs, liabilities, damages and expenses of Claimant without regard to whether any threshold or cap, including, without limitation, the threshold or cap set forth in the preceding sentence, has been met.

(ii) There shall be no Indemnification Escrow Agreement. For the avoidance of doubt, (a) Exhibit B is deleted, (b) the definition of Indemnification Escrow Agreement in Section 1 of the Purchase Agreement is deleted, (c) Section 11.13 of the Purchase Agreement is deleted and replaced with "Reserved.", and (d) Section 12.4(b) is deleted and replaced with "Reserved." The last sentence of Section 18.5(b) of the Purchase Agreement is deleted.

(h) Employees.

(i) Severance. Notwithstanding anything to the contrary in the Purchase Agreement, including, but not limited to Section 3.2 thereof, pursuant to the Employee Lease, Buyer shall be liable for paying (A) the severance pay benefits associated with the termination of any employee of Seller at KZTV occurring on or after the Closing, in accordance with Seller's severance pay policy as set forth in Schedule 8.13(a) and as amended in accordance with this paragraph, and (B) to the extent Buyer has assumed liability for accrued vacation pay pursuant to subsection (ii) immediately below, vacation pay accrued but unused as of the date of Closing. Except as provided in the preceding sentence, Seller shall be liable for all other liabilities and costs associated with the termination of any employee of Seller occurring on or after the Closing, including without limitation, any liability with respect to wages and commissions for services rendered through the Closing, COBRA continuation coverage, and any payments due as a result of the consummation of the transactions contemplated by the Purchase Agreement. Immediately following Closing, Seller shall amend its severance pay policy to provide that no benefits shall be payable to an employee who is offered a position with a successor employer and such offer includes a base wage or salary substantially comparable to that paid by ECB and employee benefit plans substantially comparable to those provided to similarly situated employees of the successor employer.

(ii) Pre-Existing Liabilities for Employees. Seller shall cause to be discharged and satisfied in full, when due, all amounts owed to any of the employees of Seller and KZTV for any periods prior to and including the date hereof, including any

wages, commissions, salaries, bonuses (including transaction bonuses and the pro-rated portion of other bonuses under seller's current policies for any period that includes the date hereof), and other compensation, except that Buyer shall be liable for any vacation pay accrued but unused as of the date of Closing to the extent Seller has transferred to Buyer at Closing an amount equal to such liability. Without limiting the generality of the foregoing, except to the extent Buyer has assumed liability for accrued vacation pay (as provided immediately above), Seller will remain solely responsible for any obligations and liabilities, relating to or arising in connection with, during the course of, or as a result of (i) the participation in or accrual of benefits or compensation under, or the failure to participate in or to accrue compensation or benefits under, any Employee Benefit Plan of Seller or an ERISA Affiliate, or (ii) compliance with any and all federal, state, or local labor and employment laws prior to the date hereof.

(i) Station Sales Bonus. With respect to the amounts to be paid to Billy Brotherton ("Brotherton") and Hollis Grizzard ("Grizzard") under the terms of their Employment and Non-Compete Agreements, dated October 10, 2007, and January 15, 2008, respectively, in satisfaction of their "Station Sale Bonus" and certain other obligations (such amounts are listed on Schedule 1.2(i)A): (i) the aggregate amount of such bonuses shall be withheld from the Loan Amount at Closing and shall be placed in escrow with Patrick Communications, Inc. ("Patrick") as the payment agent for the Station Sale Bonuses, (ii) Patrick shall pay the amount of such Station Sale Bonuses, net of the estimated federal, state and local taxes required to be withheld on such payments ("Estimated Withholdings"), to Brotherton and Grizzard immediately following the Closing, provided Brotherton and Grizzard, have delivered an executed Release (in the form attached hereto as Exhibit G), (iii) within five (5) business days after Closing Seller shall determine the exact amount of the federal, state and local taxes required to be withheld on the Station Sale Bonuses ("Required Withholdings") and inform Patrick thereof; (iv) Patrick shall immediately thereafter transfer the amount of the Required Withholding to Seller, and Seller shall immediately deposit such Required Withholding with the appropriate taxing authorities; and (v) Patrick shall distribute the difference, if any, between the Estimated Withholding and the Required Withholding to Brotherton and Grizzard.

(j) Newco. Seller has caused to be formed ECB Licenses, Inc. ("Newco"). A copy of Newco's organizational documents and ownership is attached as Exhibit G ("Org Documents"), which reflect Buyer owning one share of nonvoting preferred stock of Newco. Buyer and Seller anticipate transferring certain of the Excluded Assets, described on Schedule 1, to Newco as soon as possible after Closing. Within ten (10) business days after the Closing, Seller shall file with the FCC an application for a consent to such transfer (the "Newco Consent"). Any filing fees relating to such application shall be borne by Buyer. Upon receipt of Newco Consent for said transfer, the parties will effect said transfer. If the Newco Consent is not received, such transfer shall not occur.

### **1.3            *Revised Schedules.***

(a) Attached hereto are updated schedules to the Purchase Agreement delivered by Seller to Buyer and such schedules hereby explicitly modify and amend the representations and warranties set forth in the Purchase Agreement (the "Revised Schedules").

(b) For purposes of the Purchase Agreement, as amended hereby, the term “Financial Statement” shall be deleted and replaced with the following: “Financial Statements” shall mean the unaudited balance sheets and statements of income and expense of the Station as of, and for the years ended December 31, 2008, December 31, 2007 and December 31, 2006 and as of, and for the six-months ended June 30, 2009.

(c) The date in the lead in to Section 8.17 of the Purchase Agreement shall be change to be: June 30, 2009.

(d) Buyer hereby waives compliance by Seller with Sections 9.1, 10.1 and 10.8 of the Purchase Agreement, and Seller hereby waives compliance by Buyer with Sections 9.1, 9.2, 10.1 and 10.7 of the Purchase Agreement, in each case, from July 18, 2008 until the date of this Amendment.

**1.4 *Changes related to Non-Consummation of the Sagamore Purchase Agreement and Other Amendments.***

(a) The following definitions in Section 1 of the Purchase Agreement are deleted in their entirety: FCC Consent, Indemnity Escrow Agreement, Sagamore, Sagamore Purchase Agreement, Sagamore Purchase Price, Non-Competition Agreements and Non-Compete Payment.

(b) Following definitions from Sagamore Purchase Agreement are incorporated into the Purchase Agreement: CBS Affiliation Agreement and Tower Lease Agreement.

(c) Except as set forth on Schedule 1.4, the representations and warranties of Seller under the Sagamore Asset Purchase Agreement are true and correct in all material respect as of the date hereof as if made on and as of the date hereof. Prior to the closing of the transactions contemplated by the Sagamore Asset Purchase Agreement, Buyer shall reasonably cooperate with Seller to update Schedules 2.2(c), 2.2(d) and 8.14 to the Sagamore Asset Purchase Agreement.

(d) Section 2.3(m) of the Purchase Agreement is hereby amended by deleting the section in its entirety and replacing it with the following: “(m) any asset that was to be transferred to Sagamore pursuant to the Sagamore Purchase Agreement.”

(e) Section 2.4 of the Purchase Agreement is hereby amended by deleting the section in its entirety and replacing it with the following:

The total consideration to be paid to Seller pursuant to this Agreement shall be as set forth in the Amendment.

(f) Section 2.5, Section 2.6 and Section 2.7 of the Purchase Agreement shall be deleted in their entirety and replaced with a new Section 2.6 as follows:

Method of Payment. At the Closing, Buyer shall pay the Purchase Price as set forth in the Amendment.

(g) Section 4 of the Purchase Agreement is hereby deleted. It shall be replaced with “Reserved.”

(h) The following phrase is deleted from Section 7.3 of the Purchase Agreement: “and all consents required in connection with the closing of the transactions contemplated by the Sagamore Purchase Agreement”.

(i) The following phrase is deleted from Section 8.3 of the Purchase Agreement: “and except as required in connection with the closing of the transactions contemplated by the Sagamore Purchase Agreement”.

(j) The following phrase is deleted from Section 8.12 of the Purchase Agreement: “2008 calendar year” and replaced with the following: “2009 calendar year”.

(k) The following phrase is deleted from Section 8.18 of the Purchase Agreement: “and subject to obtaining any and all consents required in connection with the closing of the transactions contemplated by the Sagamore Purchase Agreement”.

(l) The following phrase is deleted from Section 9.1(a)(6): “or the consummation of the transactions contemplated by the Sagamore Purchase Agreement”.

(m) The following phrase is deleted from Section 9.2(b) of the Purchase Agreement: “and by the Sagamore Purchase Agreement”.

(n) The following phrase is deleted from Section 10.4 of the Purchase Agreement: “Until the closing of the transactions contemplated by the Sagamore Purchase Agreement,”

(o) Section 11.2 of the Purchase Agreement is deleted in its entirety and replaced with “Reserved.”

(p) The following phrase is deleted from Section 11.6 of the Purchase Agreement: “or the transactions contemplated by the Sagamore Purchase Agreement in accordance with its terms”.

(q) Section 11.11 of the Purchase Agreement is deleted in its entirety and replaced with “Reserved.”

(r) The second, third and fourth sentences of Section 11.14 of the Purchase Agreement shall be deleted in their entirety.

(s) Section 12.2 of the Purchase Agreement shall be deleted in its entirety and replaced with “Reserved.”



(t) The following phrase is deleted from Section 12.5 of the Purchase Agreement: “or the transactions contemplated by the Sagamore Purchase Agreement in accordance with its terms”.

(u) The second, third and fourth sentences of Section 12.7 of the Purchase Agreement shall be deleted in their entirety.

(v) The second sentence of Section 13.2 of the Purchase Agreement deleted in its entirety.

(w) Sections 16.2 and 16.3 of the Purchase Agreement are deleted in their entirety and replaced with “Reserved.”

(x) The following phrase is deleted from Section 18.3(a) of the Purchase Agreement: “and Sagamore”.

(y) Section 18.3(b) of the Purchase Agreement is deleted in its entirety and replaced with “Reserved.”

(z) The following phrase is deleted from Section 18.5(b) of the Purchase Agreement: “together with the losses of any FCC Claimant under the Sagamore Purchase Agreement”.

(aa) The following phrase is deleted from Section 18.5(b) of the Purchase Agreement each time it appears: “and under the Sagamore Purchase Agreement”.

(bb) Section 19.1(b) of the Purchase Agreement is deleted in its entirety and replaced with “Reserved.”

(cc) Exhibit D to the Purchase Agreement shall be deleted.

## **Section 2-Miscellaneous**

**2.1 Representations of Each Party.** Each of the parties hereto represents and warrants to each other as to itself, only, as follows: this Amendment has been duly executed and delivered by such party and (assuming this Amendment has been duly authorized, executed and delivered by the other parties hereto) constitutes a valid and binding agreement of such party, enforceable against such party in accordance with its terms, except that (i) such enforcement may be subject to any bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer or other laws, now or hereafter in effect, relating to or limiting creditors’ rights generally and (ii) enforcement of this Amendment, including, among other things, the remedy of specific performance and injunctive and other forms of equitable relief, may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought.

**2.2 Amendment.** All references in the Purchase Agreement and in the other agreements, documents and instruments entered into in connection therewith to the Purchase

Agreement (whether specifically or as a defined term) shall be deemed for all purposes to refer to the Purchase Agreement as amended by this Amendment.

**2.3 Limited Effect.** Except as expressly modified herein, the Purchase Agreement shall continue to be, and shall remain, in full force and effect and the valid and binding obligation of the parties thereto in accordance with its terms.

**2.4 Counterparts.** This Amendment may be executed in two or more counterparts, each of which shall be considered one and the same agreement and shall become effective when two or more counterparts have been signed by each of the parties and delivered to the other parties.

**2.5 Governing Law.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Delaware, without regard to the conflicts of law principles of such state. The parties hereby irrevocably submit to the jurisdiction of any state or federal court sitting in the State of Delaware in any action or proceeding arising out of or related to this Amendment.

**2.6 Further Assurances.** Subject to the terms and conditions of this Amendment, from time to time at and after the date hereof, each party hereto will use commercially reasonable efforts to take, or cause to be taken, all such actions and to do or cause to be done, all things, necessary, proper or advisable hereunder and under applicable laws and regulations to consummate and make effective the amendments and transactions contemplated hereby, including executing and delivering such documents as the other parties hereto shall reasonably request in connection with the amendments and consummation of the transactions contemplated hereby, including, without limitation, the execution and delivery of any and all confirmatory and other instruments, in addition to those specifically identified to be delivered hereunder.

**2.7 Capitalized Terms.** Capitalized terms used herein without definition shall have the meanings given to such terms in the Purchase Agreement.

**2.8 Severability.** If any term or other provision of this Amendment is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Amendment shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions are not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to modify this Amendment so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions be consummated as originally contemplated to the fullest extent possible.

**2.9 Binding Effect.** Each of the parties hereto hereby ratifies and confirms the Purchase Agreement and hereby agrees to be bound by the Purchase Agreement, as amended by this Amendment.

*[Signatures on following page]*

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment to be executed as of the date set forth above by their duly authorized representatives.

**SELLER:**

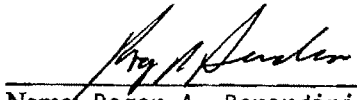
**EAGLE CREEK BROADCASTING OF CORPUS  
CHRISTI, LLC**

By: Eagle Creek Broadcasting, LLC, its managing  
member

By: \_\_\_\_\_  
Name:  
Title:

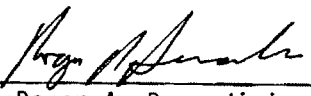
**BUYER:**

**KVOA COMMUNICATIONS, INC.**

By:   
Name: Roger A. Berardinis  
Title: Treasurer

**EPC:**

**EVENING POST PUBLISHING COMPANY**

By:   
Name: Roger A. Berardinis  
Title: Chief Financial Officer

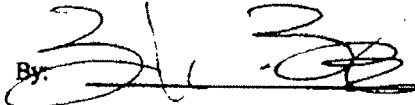
*[Signature Page to Amendment]*

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date set forth above by their duly authorized representatives.

SELLER:

EAGLE CREEK BROADCASTING OF CORPUS  
CHRISTI, LLC

By: Eagle Creek Broadcasting, LLC, its managing  
member

By: 

Name:

Title:

**BRIAN W. BRADY**  
**PRESIDENT**

BUYER:

KVOA COMMUNICATIONS, INC.

By: \_\_\_\_\_

Name:

Title:

EPC:

EVENING POST PUBLISHING COMPANY

By: \_\_\_\_\_

Name:

Title:

*[Signature Page to Amendment]*