

**FIRST AMENDMENT TO  
SALE/PURCHASE AGREEMENT**

This **FIRST AMENDMENT TO SALE/PURCHASE AGREEMENT** ("First Amendment"), dated as of ~~August 13~~ <sup>October</sup>, 2011, hereby amends that certain Sale/Purchase Agreement ("Agreement"), dated May 25, 2011, by and between Salisbury University Foundation, Inc. ("Seller") and Delaware First Media Corporation ("Buyer").

**WHEREAS**, since the filing of the Assignment Application, the FCC's eligibility entity rules have been vacated by the court of appeals; and

**WHEREAS**, Seller has commenced operations of Station WDDE, Dover, Delaware, pursuant to automatic program test authority and filed a covering license application with the FCC.

In light of the change in circumstances, the parties hereby agree to amend the Agreement as follows:

1. Throughout the agreement, unless otherwise modified by this First Amendment, the term "CP" shall be changed to "Station" and the term permittee or licensee shall be interchangeable as applicable to the circumstances to mean the holder of the FCC authorization to operate the Station.

2. Paragraph 4 is amended as follows:

**4. Closing Date; Closing Place.** The closing (the "Closing") of the transactions contemplated by this Agreement shall occur after FCC Consent on a date (the "Closing Date") fixed by Buyer and Seller which shall be no later than the fifth (5th) business day after the later of 1) the date of the FCC Consent becomes a Final Order as defined below, or 2) the date the grant of Seller's covering license application becomes a Final Order. "Final Order" means action by the FCC granting the Assignment Application, which, by lapse of time or otherwise, is no longer subject to administrative or judicial reconsideration, review, appeal or stay. Buyer in its sole discretion has the right to waive the requirement of a Final Order in either case, or to waive the requirement for the grant of the covering license application. The Closing shall be held at the offices of Seller's counsel or by other means as Buyer and Seller agree.

3. Both parties acknowledge an exception to the representations and warranties relating to the filing with the FCC of an objection to the Assignment Application by Richard Snyder on an unspecified date in June 2011.

4. Paragraph 6(d) is amended to remove "including being qualified as an 'eligible entity' pursuant to the FCC policies cited in Section 8(b)(iii) below."

5. Paragraph 8(b)(iii) is amended to remove “, and the FCC shall have granted Buyer’s request for additional construction time as an “eligible entity” pursuant to Section 73.3598(a) of the FCC’s rules as set forth in *Promoting Diversification of Ownership in the Broadcasting Services*, 23 FCC Rcd. 5922, 5925-24 & 5928 (FCC 2008)”.

6. Paragraphs 9(a)(i) and 9(b)(ii) are amended to substitute for the term “CP” the “FCC authorization to operate the Station.”

7. Paragraph 10(d) is amended to add to the end of the sentence “except with respect to subparagraph (e) which shall expire on the eighteen (18) month anniversary of the Closing Date.

8. Paragraph 11, clause (d) is amended to state “if the Closing as not occurred within the deadline set forth in Paragraph 4” as amended by this First Amendment.

*[Remainder of page intentionally blank.]*

**IN WITNESS WHEREOF**, the parties have executed this First Amendment to the Sale/Purchase Agreement as of the date first written above.

**SALISBURY UNIVERSITY FOUNDATION, INC.**

By:

  
Name: Rosemary M. Thomas  
Title: Executive Director

**DELAWARE FIRST MEDIA CORPORATION**

By:

  
Name: Micheline Boudreau  
Title: President

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