

Amendment

This Amendment is made and entered this 11th day of August, 2014 to correct a scrivener's error in that certain Asset Purchase Agreement (the "Agreement") made the 30th day of July 2014, by and between Richard A. Foreman, in his capacity as the court appointed receiver ("Receiver") for Pembroke Pines Elmira, Limited, a New York Corporation ("PPE"), together with the real and personal property of Robert J. Pfuntner used or useable in connection with the Stations (as defined below) ("Pfuntner," together with PPE being collectively referred to herein as the "Seller"), and Tower Broadcasting LLC, a New York limited liability company ("Buyer" or "TB"). The purpose of this Amendment is to correct the amount of the Escrow deposit to Nine Hundred Four Thousand Dollars (\$904,000), the amount agreed upon in a Letter of Intent dated July 3, 2014 and is not intended to amend or change any of the terms agreed upon by the parties.

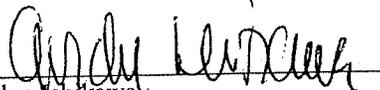
The parties agree that Article 2.1 (a) be deleted and the following substituted therefor:

"2.1 Purchase Price and Payment.

(a) The purchase price for the Station Assets and Real Property shall be One Million One Hundred Thirty Thousand Dollars (\$1,130,000) (the "Purchase Price"), representing Nine Hundred Fifty Thousand (\$950,000) for the Station Assets, One Hundred Sixty-Five Thousand Dollars (\$165,000) for the 1705 Lake Street, Elmira, NY and Fifteen Thousand Dollars (\$15,000) for 363R Crane Road, Horseheads, NY; which shall be due and payable at the Closing via a wire transfer of immediately available funds in currency of the United States to the parties and in the amounts set forth in Section 2.1(b). Contemporaneously with the execution of this Agreement, Buyer shall deliver to Francis J. Browne, Esq., counsel to the Receiver ("Escrow Agent") the sum of Nine Hundred Four Thousand (\$904,000.00), composed of \$716,500 for the Station Assets (the "Escrow Deposit") and \$16,500 and \$1,500 for each of the respective pieces of real property (each, a "Downpayment") and the "break-up" fee under the LMA of \$169,500, which shall be governed by the terms of an Escrow Agreement to be entered into by Buyer, Seller, and the Escrow Agent coincident with the execution and delivery of this Agreement."

In all other respects the Agreement shall remain the same.

TOWER BROADCASTING LLC

By: 
Gordon Ichikawa

PEMBROOK PINES ELMIRA, LIMITED

By: 
Richard A. Foreman
Its Receiver

ROBERT J. PFUNTNER

By: 
Richard A. Foreman
His Receiver