

PRIME TIME PARTNERS, LLC
2520 NW 97 AVENUE,
SUITE 220,
DORAL, FL 33172

April 3, 2015

Anthony Murray, Esq.
Court Appointed Receiver
Murray LLP
305 Broadway, 7th Floor
New York, NY 10007

Dear Sir:

Reference: SALE OF FCC LICENSE (WPMF-CD, FCC FACILITY ID No. 30129) AND RELATED STATION ASSETS

This binding amendment (“**Amendment**”) to that certain letter of intent dated February 26, 2015 (“**Letter Agreement**”) sets forth certain modifications to the terms of the Letter Agreement upon which Prime Time Partners, LLC, or its designated wholly-owned subsidiary or affiliate (“**Purchaser**”) is willing to purchase the Assets. Unless otherwise defined herein, all capitalized terms shall have the meaning ascribed to them in the Letter Agreement. By executing this Letter Agreement, the parties confirm that they agree to be bound by the terms of this Amendment except as modified herein and subject to Court approval.

The Parties, by their execution of this Amendment, **AGREE AS FOLLOWS:**

1. The first “Whereas” clause in the Letter Agreement shall be replaced in its entirety with the following:

“Purchaser is a Florida limited liability company which is in the business of operating television stations in the United States of America or a wholly-owned subsidiary or affiliate thereof to which the right to purchase the Assets is assigned in accordance with Section 25 of this Letter Agreement;”

2. The phrase “provided, however, that Purchaser may assign the right to purchase the License and any of the other Assets to a wholly-owned subsidiary thereof, it being understood that no such assignment shall relieve Purchaser of its obligations set forth in this Letter Agreement” in paragraph 25 of the Letter Agreement shall be replaced in its entirety with the following:



“provided, however, that Purchaser may assign the right to purchase the License and any of the other Assets to a wholly-owned subsidiary or affiliate thereof, it being understood that no such assignment shall relieve Purchaser of its obligations set forth in this Letter Agreement”

3. Paragraph 12 of the Letter Agreement shall be deleted and replaced in its entirety with the following new paragraph 12:

“Each Party may terminate this Letter Agreement without liability to any other Party (other than the return or retention of the Deposit as provided in this Letter Agreement) before Closing if the other Party materially breaches the terms of this Letter Agreement and fails to resolve such breach within thirty (30) calendar days of receiving notice of such breach from the non-breaching Party. Purchaser may terminate this Letter Agreement without liability to Receiver, and the Deposit shall be refunded to the Purchaser, if the Transaction shall not have been consummated within 120 days of the entry of the order of the Court approving the Transaction, provided that Purchaser is not in material breach of its obligations.”

4. Notwithstanding anything in the Letter Agreement to the contrary, the closing on the Transaction shall not be conditioned upon the sale, assignment, or other transfer of any physical equipment or any lease. Accordingly, Receiver will not deliver to Purchaser any Assets, any leases or other property as part of the Transaction and only the License shall form part of the Transaction. The Parties expressly waive the condition contained in paragraph 2(b) of the Letter Agreement as of the date hereof.

5. Purchaser confirms, by its execution of this Amendment, that this Amendment shall be deemed notice to the Receiver in terms of paragraph 7 of the Letter Agreement that Purchaser intends, as of the date hereof, to consummate the Transaction in accordance with the terms of the Letter Agreement. The Parties agree that no Schedule A shall be executed and appended to the Letter Agreement by the Parties as contemplated in paragraph 7 of the Letter Agreement. The Letter Agreement shall be a binding agreement between the Parties without Schedule A and all termination rights under paragraph 7 of the Letter Agreement are hereby waived by the Parties.

6. Subparagraph (a) of paragraph (2) of the Letter Agreement shall be replaced in its entirety with the following:

“(a) FCC consent to the assignment of the License from the Receiver to Purchaser shall have become a Final Order. For the purposes of this Letter Agreement, “Final Order” shall mean an action or decision that has been granted by the FCC as to which (i) no request for a stay or similar request is pending, no stay is in effect, the action or decision has not been vacated, reversed, set aside, annulled or suspended and any deadline for filing such request that may be designated by statute or regulation has passed, (ii) no petition for rehearing or reconsideration or application for review is pending and the time for the filing of any such petition or application has passed, (iii) the FCC does not have the action

or decision under reconsideration on its own motion and the time within which it may effect such reconsideration has passed, and (iv) no appeal is pending, including other administrative or judicial review, or is in effect, and any deadline for filing any such appeal that may be designated by statute or rule has passed.”

7. Clause (2) of paragraph 13 of the Letter Agreement shall be replaced in its entirety with the following:

“(2) evidence that the FCC consent to the assignment of the License from the Receiver to Purchaser shall have become a Final Order;”

8. The Parties confirm that no Ancillary Agreement shall be entered into.

[Signature page to follow]

Yours faithfully,

Prime Time Partners, LLC

By: _____
Managing Member

Jose A. Rodriguez

AGREED AND ACCEPTED:

Anthony Murray

Date: 4/3/15

Anthony Murray
Court Appointed Receiver
(AS COURT APPOINTED RECEIVER *NUNC PRO TUNC* OF THE LICENSES OF
JAMES CHLADEK AND NOT PERSONALLY)