

**FIRST AMENDMENT TO
PURCHASE AGREEMENT**

THIS FIRST AMENDMENT TO PURCHASE AGREEMENT (this "*Amendment*") is made as of December 18, 2013 by and between Parker Broadcasting, Inc. ("*Seller*") and Excalibur Broadcasting, LLC ("*Buyer*").

RECITALS

A. Seller and Buyer are parties to a Purchase Agreement dated as of November 20, 2013 (the "*Purchase Agreement*"), pursuant to which Seller agreed to sell and transfer, and Buyer agreed to purchase, the Equity Interests in the Acquired Companies. Except as otherwise provided in this Amendment, all capitalized terms used herein and not otherwise defined herein shall have the same meanings assigned to them in the Purchase Agreement.

B. As contemplated by Section 2.6(f) and Section 13.3 of the Purchase Agreement, contemporaneously herewith, Buyer is entering into a Purchase Agreement with Mission Broadcasting, Inc. ("*Mission*" and the "*Mission Purchase Agreement*") for the sale and purchase of the Equity Interests for the Acquired Company relating to the Grand Junction, Colorado market; namely, Parker Broadcasting of Colorado, LLC (referred to as the "*Mission Acquired Company*," and the Acquired Companies other than the Mission Acquired Company collectively referred to as the "*Excalibur Acquired Companies*");

C. In connection with entering into the Mission Purchase Agreement, Seller and Buyer desire to modify the Purchase Agreement in certain respects as described herein.

NOW, THEREFORE, taking the foregoing into account and in consideration of the mutual representations, warranties, covenants and agreements set forth in the Purchase Agreement and this Amendment, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer, intending to be legally bound, hereby agree as follows:

1. FCC Application. With reference to Section 2.6 of the Agreement, the parties currently intend that: (a) Buyer and Seller shall, and Seller shall cause the Excalibur Acquired Companies to, jointly file the FCC Application (other than the Overlap FCC Applications) with the FCC on or before December 20, 2013; and (b) Mission and Seller shall, and Seller shall cause the Mission Acquired Company to, jointly file the Overlap FCC Applications with the FCC on or before December 26, 2013.

2. Employment Matters. Seller agrees that, if the closing under the Mission Purchase Agreement occurs, with respect to the Mission Acquired Company and the Station Employees of the Mission Acquired Company, Excalibur shall be deemed to have fulfilled its obligations under Section 6.4 of the Purchase Agreement so long as Mission fulfills the obligations of "Buyer" thereunder by reference to Mission's own employee

plans and employee benefits, compensation and severance provided to similarly situated employees of Mission (excluding any pension benefit provided to employees of Mission and subsidiaries of Mission) rather than by reference to Excalibur's employee plans and employees.

3. Change of Name. A new Section 6.13 is hereby added to the Purchase Agreement to read as follows:

“6.13 Change of Name. Promptly following the Closing, Buyer shall cause each Acquired Company and each direct and indirect Subsidiary thereof to discontinue the use of its current name (and any other trade names or “d/b/a” names currently utilized by each Acquired Company or its direct or indirect Subsidiaries) and shall change each such entities name to exclude the word “Parker” therefrom and shall not subsequently change its name to or otherwise use or employ any name which includes the words “Parker” without the prior written consent of Seller. Promptly following the Closing, each Acquired Company shall file, and shall cause its direct and indirect Subsidiaries to file, all necessary organizational amendments with the applicable Secretary of State of each such entities’ jurisdiction of formation and in each State in which each such entity is qualified to do business to effectuate the foregoing.”

4. Effect of Amendment. Except as amended hereby, the Purchase Agreement (and all rights and obligations thereunder) shall remain unchanged and in full force and effect. This Amendment shall be governed by and subject to the terms of the Purchase Agreement, as amended hereby. All of the provisions of Article 13 of the Purchase Agreement (including delivery of signature pages by counterparts and electronic mail in pdf form) shall apply to this Amendment as if such provisions were restated in full herein, mutatis mutandis. From and after the date of this Amendment, each reference in the Purchase Agreement to “this Purchase Agreement,” “hereof,” “hereunder” or words of like import, and all references to the Purchase Agreement in any and all other agreements and instruments (other than in this Amendment or as otherwise expressly provided) shall be deemed to mean the Purchase Agreement, as amended by this Amendment, whether or not such Amendment is expressly referenced.

[Signatures on following page.]

EXECUTION

IN WITNESS WHEREOF, this Amendment has been executed by the parties hereto as of the date first above written.

PARKER BROADCASTING, INC.



Name: **BARRY PARKER**
Title: **PRESIDENT**

EXCALIBUR BROADCASTING, LLC

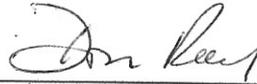
Name:
Title:

IN WITNESS WHEREOF, this Amendment has been executed by the parties hereto as of the date first above written.

PARKER BROADCASTING, INC.

Name:
Title:

EXCALIBUR BROADCASTING, LLC



Name: DON RAY
Title: PRESIDENT