

FIRST AMENDMENT TO ASSET PURCHASE AGREEMENT

This First Amendment to Asset Purchase Agreement (the “Amendment”) is entered into as of this 8th day of March, 2016 by and between I Square Media, LLC, an Arkansas limited liability company (“Seller”), and LR Telecasting, LLC, also an Arkansas limited liability company (“Buyer”).

Seller and Buyer are parties to that certain Asset Purchase Agreement dated as of February 16, 2016 (the “Agreement”) with respect to the sale and purchase of television station KMYA-DT, FCC Facility ID No. 86534, Camden, Arkansas and translator / low power television station KMYA-LP, FCC Facility ID No. 24263, Sheridan, Arkansas pursuant to issued to Seller by the Federal Communications Commission (the “FCC”).

The parties desire to amend the Agreement in order to clarify certain procedures with respect to FCC matter.

Now, therefore, in consideration of the mutual covenants and agreements contained in this Amendment (the receipt and sufficiency of which consideration are hereby acknowledged by both parties), and intending to be legally bound hereby, the parties agree as follows:

1. The Agreement is hereby amended by deleting current Section 1.10 and replacing it with the following:

1.10 Auction. Seller has applied to participate in FCC’s Broadcast Incentive Auction 1000 (the “Auction”) with respect to KMYA-DT. The following provisions shall govern the parties’ participation in the Auction:

(a) Upon consummation of the Transactions, Buyer will use the FRN and password associated with Station KMYA-DT as of December 8, 2015 (the “Auction FRN”) for purposes of applying for and participating in the Auction with respect to Station KMYA-DT.

(b) Seller and Buyer acknowledge that the FCC is not liable for their use of any FCC systems or information accessed as a result of such shared FRN and password.

(c) Upon consummation of the Transactions, Buyer agrees to be bound by the Seller’s actions in the Auction with respect to Station KMYA-DT to the same extent and in the same manner as Seller would be bound.

(d) Regardless of the timing of the completion of the Auction or of the consummation of the Transactions, if KMYA-DT’s spectrum rights are sold in whole or in part through the Auction, the acceptable price will be determined solely by the Buyer, if such price is less than eight million dollars, and otherwise shall be mutually determined between Buyer and Seller; or if they fail to agree, then Bill Cate shall cast the deciding vote.

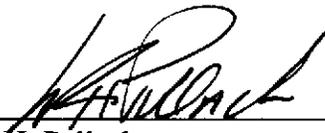
(e) The Buyer shall also have the authority to determine whether Station KMYA-DT should be moved to a different channel for a lesser auction payout if, in the opinion of Buyer, such a result would best serve Station KMYA-DT's long term best interest and the public interest.

(f) Seller and Buyer shall split equally, 50-50, the net proceeds of the Auction, after payment of the amount still owing to the Seller on the Buyer's promissory Note as of the date when the auction proceeds (if any) are disbursed. Any such payment applied to the outstanding balance on the Note shall be credited to Buyer as a partial payment to Seller against the Purchase Price; and Seller's 50% share of any additional Auction proceeds shall be treated as additional Purchase Price.

2. In all other respects the Agreement remains unchanged.

IN WITNESS WHEREOF, the parties have caused this First Amendment to Asset Purchase Agreement to be duly executed by their duly authorized signatories, as of the day and year first above written.

BUYER: L R TELECASTING, LLC

By: 
William H. Pollack
Managing Member

SELLER: I SQUARE MEDIA, LLC

By: **REBEL MEDIA, LLC**

By: _____
Shashwat Goyal

Ladly Abraham

Mangarju Chakka

Its Members

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BUYER: L R TELECASTING, LLC

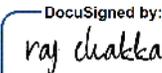
By: _____
William H. Pollack
Managing Member

SELLER: I SQUARE MEDIA, LLC

By: **REBEL MEDIA, LLC**

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Shashwat Goyal

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Ladly Abraham

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Mangarju Chakka

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