

## AMENDMENT TO ASSET PURCHASE AGREEMENT

This Amendment to Asset Purchase Agreement ("Amendment") is dated this 21<sup>st</sup> day of April 2009, by and among EBC Seattle, Inc., EBC Atlanta, Inc., Nevada Channel 6, Inc., and Nevada Channel 3, Inc. and (collectively the "Seller"), and Mako Communications, LLC ("Buyer").

### **RECITALS**

WHEREAS, Buyer entered into an Asset Purchase Agreement dated April 9, 2009 ("Purchase Agreement"), with Seller, whereby Seller agrees to sell, transfer and assign the Licenses and other Station Assets related to the Stations (as defined in the Purchase Agreement) to Buyer, and Buyer wishes to purchase, acquire and assume the same from Seller; and,

WHEREAS, the Buyer, Additional Sellers and Seller desire to amend certain of the provisions of the Purchase Agreement in accordance with this Amendment.

NOW, THEREFORE, in consideration of the above recitals and the mutual agreements and covenants contained in this Amendment and in the Purchase Agreement, Buyer and Seller, intending to be legally bound, each agrees as follows:

1. Defined Terms. All terms defined in the Purchase Agreement shall have the same meanings in this Amendment.

2. Effect of Amendment. Except to the extent changed herein, all terms, conditions and provisions of the Purchase Agreement shall remain unchanged and in full force and effect. To the extent that there is any conflict or inconsistency between the Purchase Agreement and this Amendment, this Amendment shall control.

3. Purchase Price. Section 2.1(a) shall be amended to reference that the purchase price for the Station Assets, as amended, shall be in an amount of cash equal to \$870,000. The Parties agree that the Purchase Price amount is to be allocated as follows: 175,000 for the Station Assets related to KUSE-LP and KUSE-LD; \$260,000 for the Station Assets related to WYGA-CA and WYGA-LD; \$175,000 for the Station Assets related to KNBX-CA; and, \$260,000 for the Station Assets related to KEGS-LP and KEGS-LD.

4. Assumption of Contracts. The Parties agree that Section 1.1 shall be amended to assign all rights title and interest held under that Local Marketing Agreement dated December 30, 2004, by and between Nevada Channel 6, Inc. and Cranston II, L.L.C. ("LMA") to Buyer, and Buyer shall assume all post Closing Liabilities related to the LMA

5. Counterpart Signatures. This Amendment may be signed in counterparts with the same effect as if the signature of each counterpart were upon the same instrument. Delivery of executed counterpart signatures to this Amendment by facsimile or other electronic transmission shall be effective as delivery of original counterpart signatures to this Amendment.

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IN WITNESS WHEREOF, the Parties hereto have duly executed this Amendment to the Asset Purchase Agreement as of the day and year first above written.

**NEVADA CHANNEL 6, INC.**

By: [Signature]

Name: JASON ROBERTS

Title: CORP. SECRETARY

**EBC ATLANTA, INC.**

By: [Signature]

Name: JASON ROBERTS

Title: CORP. SECRETARY

**EBC SEATTLE, INC.**

By: [Signature]

Name: JASON ROBERTS

Title: CORP. SECRETARY

**NEVADA CHANNEL 3, INC.**

By: [Signature]

Name: JASON ROBERTS

Title: CORP. SECRETARY

**MAKO COMMUNICATIONS, LLC**

By: [Signature]

Name: Amanda Mintz

Title: Member