

FIRST AMENDMENT TO ASSET PURCHASE AGREEMENT

THIS FIRST AMENDMENT TO ASSET PURCHASE AGREEMENT ("First Amendment"), dated as of the 28th day of June, 2011, by and between North Pacific International Television, Inc. D.I.P., a Washington corporation and debtor-in-possession ("**Seller**") and **OTA Broadcasting, LLC** a Delaware limited liability company (hereinafter "**Buyer**") or its assigns amends that certain Asset Purchase Agreement, dated as of May 27, 2011 by and among Buyer and Seller ("Asset Purchase Agreement").

WHEREAS, Buyer does not wish to accept an assignment of the Station Affiliation Agreement by and among Seller and Azteca International Corporation, dated July 27, 2006 (the "Azteca Contract").

WHEREAS, ambiguity exists as to whether the Azteca Contract will be in full force and effect as of July 31, 2011.

WHEREAS, the Debtor wishes to modify the Debtor's Third Amended Plan of Reorganization (the "Plan") to reject the Azteca Contract, as of the Effective Date of the Plan, which Effective Date is defined as 10 days after the close of the transactions contemplated by the Asset Purchase Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. Schedule C to the Asset Purchase Agreement is replaced by Schedule C attached to this First Amendment.

2. Seller will make a motion to modify the Plan ("Modification Motion") to reject the Azteca Contract immediately, with a scheduled hearing date not later than August 5, 2011. Seller will notify Buyer of the date the Modification Motion is to be heard, and will notify Buyer of the result of the hearing on the date an order deciding the Modification Motion is entered.

a. In the event the Modification Motion is not granted and the Azteca Contract is not rejected as of the Effective Date of the Seller's Plan, the Asset Purchase Agreement may be terminated by Buyer by giving written notice to the Seller within ten (10) business days of the entry of the order denying the Modification Motion with no further obligation or penalty to either party, except that the Escrow Deposit (and any accrued interest) shall be returned to the Buyer.

b. In the event that the Modification Motion is denied and Buyer does not terminate the Asset Purchase Agreement pursuant to the preceding paragraph, the Buyer shall, in addition to the Assumed Contracts, assume the Azteca Contract.

3. This First Amendment may be signed in one or more counterparts and/or by facsimile, each of which shall be considered an original counterpart, and shall become a binding First Amendment when the parties shall have each executed one counterpart.

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SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, THE BELOW PERSONS EACH HAVING AUTHORITY TO EXECUTE THIS FIRST AMENDMENT ON BEHALF OF SELLER OR BUYER, RESPECTIVELY, EACH SO EXECUTE THIS FIRST AMENDMENT ON THE DATE INDICATED AND THEREBY BIND SELLER AND BUYER TO ALL OF THE TERMS OF THIS FIRST AMENDMENT AS OF THE DATE FIRST WRITTEN ABOVE:

SELLER

**NORTH PACIFIC INTERNATIONAL
TELEVISION, INC., D.L.P.**

By: 

Name: Charlene F. Casey

Title: CEO

BUYER

OTA BROADCASTING, LLC

By: _____

Name: Todd Lawyer

Title: President and Chief Executive Officer

IN WITNESS WHEREOF, THE BELOW PERSONS EACH HAVING AUTHORITY TO EXECUTE THIS FIRST AMENDMENT ON BEHALF OF SELLER OR BUYER, RESPECTIVELY, EACH SO EXECUTE THIS FIRST AMENDMENT ON THE DATE INDICATED AND THEREBY BIND SELLER AND BUYER TO ALL OF THE TERMS OF THIS FIRST AMENDMENT AS OF THE DATE FIRST WRITTEN ABOVE:

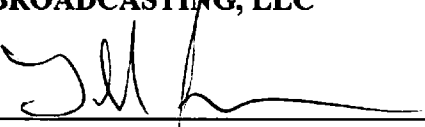
SELLER

**NORTH PACIFIC INTERNATIONAL
TELEVISION, INC., D.I.P.**

By: _____
Name: _____
Title: _____

BUYER

OTA BROADCASTING, LLC

By:  _____
Name: Todd Lawyer
Title: President and Chief Executive Officer