

FIRST AMENDMENT TO ASSET PURCHASE AGREEMENT

This FIRST AMENDMENT (this "Amendment") to the ASSET PURCHASE AGREEMENT of June 21, 2013 ("APA") is made as of December 1, 2014, by and between CHANNEL 61 ASSOCIATES, LLC ("Channel 61" or "Seller"), and CROSS HILL COMMUNICATIONS, LLC ("Cross Hill" or "Buyer"); collectively, the "Parties." The Parties desire to amend or modify the APA as follows. All capitalized terms not defined in this Amendment shall have the meaning ascribed to them pursuant to the APA.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows.

1. Legal Fee Deposit. The Legal Fee Deposit made or paid by Cross Hill and held by Fletcher Heald & Hildreth, PLC, as "Escrow Agent" has been disbursed in full to Shainis & Peltzman, Chartered ("S-P"), Seller's FCC legal counsel, and Escrow Agent has fulfilled its responsibilities with respect to that Legal Fee Deposit.

2. Legal Fee Advances. Within two (2) business days of the Execution Date of this Amendment, Cross Hill shall remit the sum of Ten Thousand Dollars (\$10,000) (the "Legal Fee Advance") to a trust account maintained by S-P, to be disbursed to S-P for payment of legal fees and costs as may be agreed to by Seller and S-P. At the Closing, Cross Hill shall pay an additional Ten Thousand Dollars (\$10,000) into the S-P trust account as a second Legal Fee Advance. These Legal Fee Advances shall be treated in the same manner as the "Legal Fee Deposit" referred to in Section 1.2(a) of the APA, except that if the purchase of the Station by Cross Hill is not consummated for any reason other than Cross Hill's sole breach of the APA, Cross Hill shall be entitled to a refund or reimbursement of both Legal Fee Advances by Channel 61 (but shall not make a claim against S-P for amounts that were disbursed to S-P for fees and costs).

3. Purchase Price. Section 1.2(b) of the APA is replaced in its entirety by the following:

1.2(b): At Closing on the Closing Date, Buyer shall pay the Purchase Price of Two Sixty-Two Thousand Dollars (\$262,000) as follows, all of which shall be credited against the Purchase Price, by: (i) release of the \$11,250 Purchase Deposit held by Fletcher Heald & Hildreth, LLC, as "Escrow Agent" pursuant to joint instructions of the Parties; (ii) credits for the Legal Fee Deposit and the Legal Fee Advances (totaling \$27,000); (iii) credits for all Monthly Fee and Settlement amounts paid to Seller under the separate Time Brokerage Agreement ("TBA") made by the Parties; (iv) credits relating to FCC regulatory fees as provided in Section 1.2(d); and (v) the remainder of the Purchase Price by certified check or wire transfer, subject to pro-rations (if any) as provided in the APA.

4. FCC Regulatory Fees. A new Section 1.2(d) is added to the APA, as follows.

1.2(d) FCC Regulatory Fees. No later than the Closing Date, unless the FCC agrees to a later payment date, Buyer shall pay directly to the FCC all annual FCC Regulatory Fees due and owing for the Station that are unpaid as of the Closing Date, including any penalties, interest, and collection and administrative fees or charges related thereto. All such payments attributable to the time period prior to June 21, 2013, the Effective date of the TBA, shall be credited against the Purchase Price. All such payments attributable to the time period after that date shall be paid by Buyer but not be credited against the Purchase Price. All of Schedule 2.6 is deleted except for the first sentence.

5. A new Section 1.2(e) is added to the APA, as follows:

(e) Notwithstanding anything herein to the contrary, if Buyer (if Buyer's purchase of the Station has been consummated) agrees to contribute the Station's spectrum to the FCC in the reverse auction anticipated in FCC Docket No. 12-268, or if Buyer shall implement any non-broadcast operation, by sale, lease, or other arrangement, then Buyer shall pay to Seller one-half of any amount it receives in proceeds from the auction or net revenue from non-broadcast operation after deduction of the 5% ancillary services fee payable to the FCC and deduction of Two Hundred Sixty-Two Thousand Dollars (\$262,000), with such payment deemed an increase in the Purchase Price. The sharing of proceeds or revenue described in this subsection shall be payable only (i) if arising from an auction that commences not later than December 31, 2019, or (ii) if arising from a non-broadcast arrangement, if pursuant to an arrangement effective on or before December 31, 2019, including revenue under such contract received beyond December 31, 2019. If Buyer's purchase has not been consummated because the FCC has not approved Buyer's acquisition, then Seller shall pay to Buyer one-half of proceeds it receives from the reverse auction or from any non-broadcast arrangement effective on or before December 31, 2019, including revenue received under such contract received beyond December 31, 2019.

6. FCC Petition to Deny. Notwithstanding Buyer's right, pursuant to the second sentence in Section 6.1(c), to postpone the Closing until after the FCC Consent has become a Final Order, Buyer agrees not to exercise that right unless Buyer reasonably concludes that there is a material risk that the FCC Consent may be rescinded or reversed, or if the FCC Consent does not completely dispose of the Petition to Deny that was filed against the Assignment Application on or about December 23, 2013, by Convergence Entertainment and Communications, LLC. Subject to the foregoing, the Parties will endeavor to consummate this transaction and have a Closing on or before January 29, 2015.

7. Civil Litigation. With respect to Sections 6.1(e) and (f), the Parties shall advise the FCC of their willingness to have a Closing after obtaining FCC Consent notwithstanding the fact that civil litigation commenced by Convergence Communications and Entertainment, LLC, v. Channel 61 Associates, LLC, *et al.*, in the Supreme Court of the State of New York, County of New York (Index. No. 651390/2014), may then be pending, unless that court or another court has enjoined the Closing.

8. Section 8.1(d) of the APA is replaced in its entirety by the following:

8.1(d) by written notice of Buyer to Seller or of Seller to Buyer if the Closing shall not have been consummated on or before December 31, 2016.

9. Updated Notices Address for Channel 61. Seller hereby notifies Buyer of a change in the address for notices to Seller, pursuant to Section 10.3, to the following:

Channel 61 Associates, LLC
Attn.: Susan Clarke
732 Prospect Street
Champlain, NY 12919

10. Ratification. There have been no prior amendments to the APA. This Amendment shall be deemed incorporated into and made a part of the APA. All other terms and conditions of the APA are ratified and remain in full force and effect as originally written, except as may be expressly amended or modified in this Amendment. Any conflict between this Amendment and the original APA shall be governed by this Amendment.

11. Counterparts. This Amendment may be executed and delivered in one or more original, facsimile or PDF counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this First APA Amendment as of the date first written above.

CHANNEL 61 ASSOCIATES, LLC

CROSS HILL COMMUNICATIONS, LLC

By: _____
Susan Clarke, Member

By: _____
John O'Connor, Manager

By: _____
Donald McHone, Member

Date of Execution: December 31, 2014

By: Marie Smith-Cox
Marie Smith-Cox, Executrix of
the Estate of Floyd L. Cox, Member

8. Section 8.1(d) of the APA is replaced in its entirety by the following:

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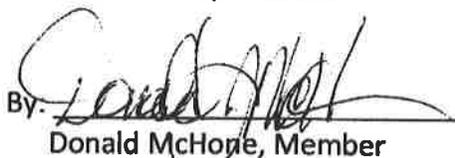
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CHANNEL 61 ASSOCIATES, LLC

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By: _____
Susan Clarke, Member

By: _____
John O'Connor, Manager

By:  _____
Donald McHone, Member

Date of Execution: December __, 2014

By: _____
Marie Smith-Cox, Executrix of
the Estate of Floyd L. Cox, Member

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CHANNEL 61 ASSOCIATES, LLC

CROSS HILL COMMUNICATIONS, LLC

By: *Susan Clarke*
Susan Clarke, Member

By: _____
John O'Connor, Manager

By: _____
Donald McHone, Member

Date of Execution: December 31, 2014

By: _____
Marie Smith-Cox, Executrix of
the Estate of Floyd L. Cox, Member

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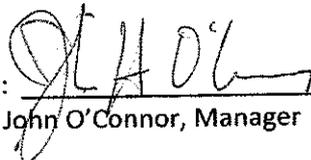
CHANNEL 61 ASSOCIATES, LLC

By: _____
Susan Clarke, Member

By: _____
Donald McHone, Member

By: _____
Marie Smith-Cox, Executrix of
the Estate of Floyd L. Cox, Member

CROSS HILL COMMUNICATIONS, LLC

By: 
John O'Connor, Manager

Date of Execution: December 30, 2014

FIRST AMENDMENT TO TIME BROKERAGE AGREEMENT

This FIRST AMENDMENT (this "Amendment") is made as of December 1, 2014, to the TIME BROKERAGE AGREEMENT dated as of June 19/21, 2013, ("TBA") by and between CHANNEL 61 ASSOCIATES, LLC ("Licensee"), and CROSS HILL COMMUNICATIONS, LLC ("Programmer"), collectively, the "Parties. The Parties desire to amend or modify the TBA as follows. All capitalized terms not defined in this Amendment shall have the meaning ascribed to them in the TBA. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows.

1. Monthly Fees. Section 2(b) is replaced in its entirety by the following:

2(b) Monthly Fees. During the term of the TBA, Programmer shall pay a Monthly Fee, as follows.

(i) Monthly Fee. Programmer shall pay Licensee a Monthly Fee (with the first and last months subject to pro-ration) in the amount of One Thousand Dollars (\$1,000) per month commencing December 19, 2013, and continuing through November 30, 2014. Effective December 1, 2014, and continuing until the expiration or termination of this Agreement, the amount of the Monthly Fee shall be One Thousand Two Hundred Fifty Dollars (\$1,250). All Monthly Fee payments shall be credited against the Purchase Price payable by Programmer as "Buyer" under a separate Asset Purchase Agreement made by the Parties; but if there is no Closing, Monthly Fees shall not be refundable.

(ii) Settlement. Within two (2) business days after the Execution Date of this Amendment, Programmer agrees to pay Licensee the total sum of Twenty-three Thousand Two Hundred Fifty Dollars (\$23,250) (without any admission of liability). Of this amount, Licensee agrees to accept the sum of Thirteen Thousand Two Hundred Fifty Dollars (\$13,250) in full satisfaction and settlement of all sums Licensee claims are owed by Programmer under the TBA through November 30, 2014. The \$13,250 shall constitute Monthly Fees for the purposes of credit as described in Section 2(b)(i) of this Amendment. The additional sum of Ten Thousand Dollars (\$10,000) shall be accepted by Licensee as a non-refundable payment in full settlement of all of Programmer's obligations to reimburse Licensee for all past amounts owed and future amounts to be paid to Gary Clarke as Manager of the Station through the earlier of the date of termination of this Agreement or December 31, 2015. Licensee agrees to make Gary Clarke's services available as Manager of the Station until the earlier of the date of termination of this Agreement or December 31, 2015, unless the parties agree on an earlier termination date.

(iii) Remittances. From and after December 1, 2014, all payments payable by Programmer to Licensee under the TBA shall be remitted in advance, by the third business day of each month, to a trust account maintained by Licensee's FCC Counsel Shainis & Peltzman, Chartered ("S-P"), 1850 M St., N.W., Suite 240, Washington, DC 20036-5840. Disbursements from the trust account shall be made by agreement between Licensee and S-P, and

Programmer shall have no responsibility or liability in connection with or as a result of any such disbursements.

3. Updated Notices Address for Channel 61. The address for notices to Licensee is updated to:

Channel 61 Associates, LLC
Attn.: Susan Clarke
732 Prospect Street
Champlain, NY 12919

4. Ratification. There have been no prior amendments to the TBA. This Amendment shall be deemed incorporated into and made a part of the TBA. All other terms and conditions of the TBA are ratified and remain in full force and effect as originally written, except as may be expressly amended or modified in this Amendment. Any conflict between this Amendment and the original TBA shall be governed by this Amendment.

5. Counterparts. This Amendment may be executed and delivered in one or more original, facsimile, or PDF counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this First Amendment to the TBA as of the date first written above.

CHANNEL 61 ASSOCIATES, LLC

CROSS HILL COMMUNICATIONS, LLC

By: _____
Susan Clarke, Member

By: _____
John O'Connor, Manager

By: _____
Donald McHone, Member

Date of Execution: December 31, 2014

By: Marie Smith-Cox
Marie Smith-Cox, Executrix of
the Estate of Floyd L. Cox, Member

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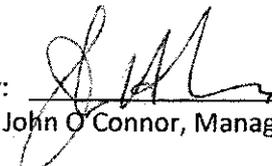
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