

## FIRST AMENDMENT TO ASSET PURCHASE AGREEMENT

This First Amendment (this "**Amendment**") is made and entered into as of March 2, 2015 (the "**Amendment Effective Date**"), by and between DTV America Corporation ("**Buyer**"), and Regal Media, Inc. ("**Seller**"), and amends the November 18, 2014 Asset Purchase Agreement ("**Agreement**") between Buyer and Seller for the sale and purchase of low power television station K49EO, Modesto, California (Facility ID 68022/190706) (the "**Station**"). Buyer and Seller may be referred to herein individually as a "Party" and collectively as the "Parties."

**WHEREAS**, the Parties want to include the equipment listed in Schedule 1, attached, among the assets to be bought and sold pursuant to the Agreement, and amend their assignment application for the Station (BALTT-20141208ABK) pending at the Federal Communications Commission ("**FCC**"); and

**WHEREAS**, the Parties desire to amend the Agreement in accordance with the terms contained herein;

**NOW, THEREFORE**, in consideration of the mutual benefits conferred upon the Parties and for other good and valuable consideration, the sufficiency of which is hereby mutually acknowledged, the Parties agree to amend the Agreement as follows:

1. **Capitalized Terms.** Except as expressly set forth by this Amendment, all capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.
2. **Section 1.1 (Assets to be Transferred).** Section 1.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

"The FCC license for the Station and the equipment listed on Schedule 1, attached, shall be conveyed from the Seller to the Buyer on the Closing Date. No other assets, tangible or intangible, are involved in this transaction."

3. **Integration; Conflicts.** This Amendment and the Agreement set forth the Parties' entire agreement with respect to the subject matter hereof and thereof. Except as expressly modified by this Amendment, each and every term and condition set forth in the Agreement, and each Party's rights and obligations thereunder, shall remain in full force and effect in accordance with its terms. In the event of a conflict between any term or condition set forth in this Amendment and any term or condition of the Agreement, the terms and conditions of this Amendment shall govern and prevail.

4. **Counterparts.** This Amendment may be executed in separate counterparts, each of which when executed and delivered (which execution and delivery may take place via facsimile or pdf transmission) will be deemed an original and all of which together will constitute the same agreement and will be binding upon Buyer and Seller.

**IN WITNESS WHEREOF**, the Parties have caused this Amendment to be executed by their duly authorized officers as of the date first noted above.

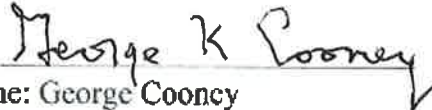
**DTV America Corporation**

By: 

Name: John Kyle, II

Title: President

**Regal Media, Inc.**

By: 

Name: George Cooney

Title: President

**SCHEDULE 1**  
**LIST OF EQUIPMENT**

- JAMPRO ANTENNA
- TRANSMISSION LINE
- ~~ANTENNA~~
- ITS ANALOG TRANSMITTER