

## **AMENDMENT TO ASSET PURCHASE AGREEMENT**

This Amendment to Asset Purchase Agreement ("Amendment") is made this \_\_\_\_ day of May, 2014 by and between **KMYA, LLC**, an Arkansas limited liability company ("Seller") and **I Square Media, LLC**, an Arkansas limited liability company ("Buyer"), a subsidiary of SSN Funding, LP.

WITNESSETH:

WHEREAS, Buyer and Seller are parties to an Asset Purchase Agreement dated February 18, 2014 ("Agreement"); and

WHEREAS, Buyer and Seller have agreed to amend certain terms of the Agreement as more fully set forth in this Amendment; and

WHEREAS, unless otherwise defined in this Amendment, all capitalized terms shall have the same meaning as defined in the Agreement.

NOW THEREFORE, for and in consideration of the foregoing and for the consideration set forth in the Agreement, the parties agree that the following amendments will replace and supersede the covenants and agreements set for in the Agreement.

1. The Agreement is amended to provided that the term "License" and "Station" shall collectively mean full power digital television station KMYA-TV (Facility ID No. 86534), licensed to Camden, Arkansas and low power station KMYA-LP (Facility ID 24263), licensed to Sheridan, Arkansas.

2. Paragraph 1 of the Agreement is amended to provided that the assets of Seller shall be transferred and assigned subject to a security interest held by, and an indebtedness owed to, the Bank of Little Rock in the sum of Four Hundred Fifty Thousand Dollars (\$450,000.00) ("Bank of Little Rock Debt").

3. Subparagraph 2.a. of the Agreement is amended in its entirety to read as follows:

a. Purchase Price and Payment. The purchase price shall be One Million Nine Hundred Thousand Dollars (\$1,900,000.00) payable as follows: (a) Three Hundred Thousand dollars (\$300,000.00) cash at commencement of the LMA; (b) Buyer's assumption of the Bank of Little Rock Debt; and (c) Buyers execution of a promissory note ("Note") payable to Seller in the sum of One Million One Hundred Fifty Thousand Dollars (\$1,150,000.00) and being payable in the manner set forth in Subparagraph 2.b. of the Agreement.

4. Closing Date and Transfer. The Agreement is amended to provide that the Closing Date is April 4, 2014. On the Closing Date the Buyer will execute and deliver the Note to Seller and all assets of Seller will be transferred and assigned to Buyer, it being recognized that transfer of the License is subject to the approval of the Federal Communications Commission.

5. Paragraph 8 of the Agreement is amended in its entirety to read as follows:


8.     Local Marketing Agreement. Buyer and Seller shall enter into an industry standard local marketing agreement simultaneously with the execution of this Amendment.
6.     Paragraph 14 of the Agreement is amended to delete the defined term “Purchase Option”.
7.     All other terms and conditions of the Agreement shall remain the same.

This Amendment is executed this 9<sup>th</sup> day of May, 2014.

SELLER:

**KMYA LLC,**

An Arkansas limited liability company

By:   
Larry Morton, President

BUYER:

**ISQUARE MEDIA, LLC,**

An Arkansas limited liability company

By: REBEL MEDIA, LLC, an  
Arkansas limited liability company,  
its managing member

BY:   
NAME: Lady Abraham  
TITLE: Manager