

PRIME TIME PARTNERS, LLC
2520 NW 97 AVENUE,
SUITE 220
DORAL, FL 33172

June 25, 2015

Anthony Murray, Esq.
Court Appointed Receiver
Murray LLP
305 Broadway, 7th Floor
New York, NY 10007

Dear Sir:

**Reference: SALE OF FCC LICENSE (WPMF-CD, FCC FACILITY ID No. 30129)
AND RELATED STATION ASSETS**

This binding second amendment (“**Second Amendment**”) to that certain letter of intent dated February 26, 2015 (“**Letter Agreement**”), as amended by letter dated April 3, 2015 (“**First Amendment**”) sets forth certain further modifications to the terms of the Letter Agreement upon which Prime Time Partners, LLC, or its designated wholly-owned subsidiary or affiliate (“**Purchaser**”) is willing to purchase the Assets. Unless otherwise defined herein, all capitalized terms shall have the meaning ascribed to them in the Letter Agreement. By executing this Second Amendment, the parties confirm that they agree to be bound by the terms of the Letter Agreement, as amended by the First Amendment, except as modified in this Second Amendment.

The parties, by their execution of this Second Amendment, **AGREE AS FOLLOWS:**

1. Paragraph 4 of the First Amendment is deleted in its entirety, and replaced with the following:

“Notwithstanding anything in the Letter Agreement to the contrary, the closing on the Transaction shall not be conditioned upon the assignment or other transfer of any lease. Accordingly, Receiver will not deliver to Purchaser any leases as part of the Transaction, and only the License and the Assets listed on Schedule A hereto shall form part of the Transaction. The Parties expressly waive the condition contained in paragraph 2(b) of the Letter Agreement as of April 3, 2015.”

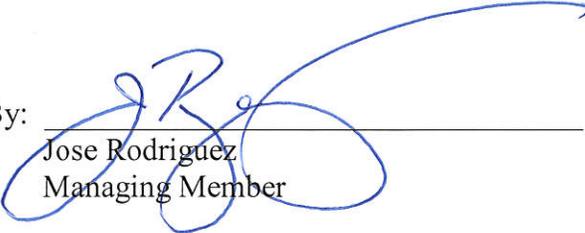
2. The second and third sentences of Paragraph 5 of the First Amendment are deleted in their entirety.

3. The attached Schedule A shall be incorporated into the Letter Agreement as contemplated in paragraph 7 of the Letter Agreement. Notwithstanding anything herein

to the contrary, all termination rights under paragraph 7 of the Letter Agreement are hereby waived by the Parties.

Yours faithfully,

Prime Time Partners, LLC

By: 
Jose Rodriguez
Managing Member

AGREED AND ACCEPTED:



Date: JUNE 30, 2015

Anthony Murray
Court Appointed Receiver
(AS COURT APPOINTED RECEIVER *NUNC PRO TUNC* OF THE LICENSES OF
JAMES CHLADEK AND NOT PERSONALLY)

SCHEDULE A

ASSETS

In accordance with Section 7 of the Letter Agreement, the following assets shall comprise the Assets under the Letter Agreement:

1. The License
2. 1 Nexio server model 1001
3. 1 solid state UHF Marsden 1.5 kW transmitter
4. ½ Transmission line
5. 3 master control monitors