

## FIRST AMENDMENT TO PURCHASE AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE AGREEMENT (the "First Amendment") is entered into as of the 19<sup>th</sup> day of May 2016 (the "Effective Date"), by and between JUMPOFF RIDGE, LLC, a Washington Limited Liability Company ("Seller") and COMPUTER 5, INC. d/ b/a LOCALTEL COMMUNICATIONS, a Washington Corporation ("Buyer").

### RECITALS

A. Seller is the licensee of the license (the "License") issued by the Federal Communications Commission ("FCC") for low power television station K14BF-D, Wenatchee, Washington, Fac. ID 71523 (the "Station").

B. The Station is currently off the air and must begin broadcasting prior to July 1, 2016 so that the License does not expire pursuant to Section 312(g) of the Communications Act of 1934, as amended (47 U.S.C. § 312(g)).

C. Seller and Buyer are parties (the "Parties") to that certain Purchase Agreement dated March 8, 2016, pursuant to which Seller will assigned the License to Buyer ("Purchase Agreement").

D. The Parties filed that certain assignment application, FCC File No. BALDTL-20160419ABM (the "Assignment Application"), to seek FCC approval of the assignment of the License from Seller to Buyer.

E. The Parties desire to amend the Purchase Agreement to provide for the operation of the Station prior to consummation of the transactions provided for in the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions contained herein, the parties do hereby agree as follows:

### AGREEMENT

1. Operation of the Station. Section 7 of the Purchase Agreement is deleted in its entirety and replaced with the following:

#### 7. Operation of the Station.

(a) Buyer shall deliver programming to Seller and provide technical assistance to Seller, both at Buyer's expense, to ensure that the facilities to operate

Channel 14 under the License (the "Station") are operational and that the Station commences broadcasting prior to July 1, 2016.

(b) Notwithstanding anything to the contrary in this Agreement, as long as Seller remains the holder of the License, it shall have full authority, power and control over the operation of the Station and shall retain control over the policies, programming and employees of the Station. Nothing contained herein shall prevent Seller from: (a) rejecting or refusing programs to be broadcast on the Station which Seller believes to be contrary to the public interest, or (b) substituting programs which Seller believes to be of greater local or national importance or which are designed to address the problems, needs and interests of the local communities. Seller reserves the right to refuse to broadcast any programming on the Station containing matter which violates any right of any third party or which constitutes a "personal attack" as that term has been defined by the FCC. Seller also reserves the right to refuse to broadcast any programming on the Station which does not meet the requirements of the rules, regulations, and policies of the FCC. Seller further reserves the right to preempt any programming in the event of a local, state, or national emergency.

2. Amendment to Assignment Application. Within three business days of the Effective Date, the Parties will cooperate to submit an amendment to the Assignment Application to include this First Amendment.
3. Capitalized Terms. Capitalized terms not defined herein retain their definitions ascribed to them in the Purchase Agreement.
4. Integration, Conflicts. The Purchase Agreement, as amended by this First Amendment, constitutes the entire agreement of the Parties relating to the subject matter of the Purchase Agreement, and supersedes all prior agreements or understandings, both written and oral, relating to the subject matter of the Purchase Agreement, and may be modified only in a writing signed by both Parties. Except as expressly modified by this First Amendment, each and every term and condition set forth in the Purchase Agreement, and each Party's rights and obligations set forth in the Purchase Agreement, will 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 First Amendment and any term or condition of the Purchase Agreement, the terms and conditions of this First Amendment will govern and prevail.
5. Counterparts. This First 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 the Parties.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed by their duly authorized officers or members as of the Effective Date.

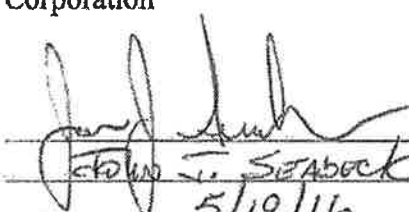
"Seller"

JUMPOFF RIDGE, LLC  
A Washington Limited Liability Company

By: \_\_\_\_\_  
Name/Title: \_\_\_\_\_  
Date: \_\_\_\_\_

"Buyer"

COMPUTER 5, INC. d/b/a  
LOCALTEL COMMUNICATIONS  
A Washington Corporation

By:   
Name/Title: John W. Seabock V.P.  
Date: 5/19/16

**IN WITNESS WHEREOF**, the Parties have caused this First Amendment to be executed by their duly authorized officers or members as of the Effective Date.

**"Seller"**

**JUMPOFF RIDGE, LLC**  
**A Washington Limited Liability Company**

By:

Name/Title:

Date:

John D. Wallace  
Manager  
5/20/2016

**"Buyer"**

**COMPUTER 5, INC. d/b/a**  
**LOCALTEL COMMUNICATIONS**  
**A Washington Corporation**

By:

Name/Title:

Date:

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