

**FIRST AMENDMENT
TO THE
ASSET PURCHASE AGREEMENT**

This First Amendment (this "*Amendment*"), effective as of May 11, 2010, is by and among Channel 3 of Corpus Christi, Inc., a Texas corporation ("*Seller*"), KIII Operating Company, LLC, a Delaware limited liability company ("*KIII Op Co*"), and KIII License Company, LLC, a Delaware limited liability company ("*KIII Lic Co*," together with KIII Op Co, the "*Buyers*"). For purposes of this Amendment, the Seller and the Buyers will be collectively referred to herein as the "*Parties*," and individually as a "*Party*." Terms used in this Amendment, to the extent not otherwise defined herein, will have the meanings prescribed by the Asset Purchase Agreement (defined below).

Recitals

WHEREAS, pursuant to Section 13.2 of the that certain Asset Purchase Agreement, dated as of April 22, 2010, by and among the Parties (the "*APA*"), the Parties wish to amend the APA in accordance with the terms and subject to the conditions of this Amendment and, except as amended herein, all other terms and conditions of the APA will remain in full force and effect.

NOW THEREFORE, in consideration of the mutual promises made herein, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

Amendment

1. Amendment to Section 3.17(b). The word "thereon" in the first sentence of Section 3.17(b) will be deleted and replaced in its entirety with the following:

"on the Leased Real Property".

General Provisions

2. Authorization. The individuals executing this Amendment on behalf of the Parties represent and warrant that they are duly authorized to do so on behalf of their respective principals.
3. Execution in Counterparts; Facsimile. This Amendment may be executed in one or more counterparts, each of which will be considered an original instrument, but all of which will be considered one and the same agreement, and will become binding when one or more counterparts have been signed by each of the Parties and delivered to the Buyer and the Seller. A telecopy or facsimile of any such executed counterpart, transmitted by or on behalf of one Party to the other, will be deemed valid as an original.
4. Continued Effectiveness. The Parties hereby acknowledge and confirm that the APA, as amended, shall continue in full force and effect.

5. Governing Law. This Amendment shall be governed by and construed under the laws of the State of Texas without regard to conflict of laws principles.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be duly executed by their duly authorized signatories, all as of the day and year first above written.

SELLER:

CHANNEL 3 OF CORPUS CHRISTI, INC.,
a Texas corporation

By: 

Name: Michael D. McKinnon

Title: President

BUYER:

KIII OPERATING COMPANY, LLC

By: 

Name: Terry E. London

Title: President

KIII LICENSE COMPANY, LLC

By: 

Name: Terry E. London

Title: President