

## **AMENDMENT TO TIME BROKERAGE AGREEMENT**

This Amendment ("Amendment") is made as of this 3<sup>rd</sup> day of July, 2017, by and among Heftel Broadcasting Company LLC, a Nevada Limited Liability Company (hereinafter referred to as "Programmer"), KHWY, Inc., Debtor-in-Possession, a California corporation (hereinafter referred to as "KHWY") and The Drive LLC (hereinafter referred to as "Drive" and collectively with KHWY as "Licensee"). This Amendment hereby amends that certain Time Brokerage Agreement ("Agreement") among the parties made as of the 31<sup>st</sup> day of May, 2017.

WITNESSETH:

WHEREAS, KHWY owns and operates radio stations KRXV(FM), Yermo, CA, FCC Facility ID 34554, KHYZ(FM), Mountain Pass, CA, FCC Facility ID 34555, KHWY(FM), Essex, CA, FCC Facility ID 34556, KIXF(FM), Baker, CA, Facility ID 68412, and KIXW-FM, Lenwood, CA, Facility ID 68413, and KHWY holds the majority ownership interest in Drive which owns and operates KHDR(FM), Lenwood, CA, FCC Facility ID 89344, and KHRQ(FM), Baker, CA, FCC Facility ID 89128 (each a "Station" and collectively, the "Stations" or the "Network"), pursuant to licenses and authorizations issued by the Federal Communications Commission (the "FCC"); and

WHEREAS, during the term of the Agreement, Licensee has employed at least one full-time manager and one full-time staff level employee at the main studio of the Stations, and Licensee is responsible for payment of the salaries of such manager and staff level employee;

NOW, THEREFORE, in consideration of the mutual promises made in the Agreement, and other good and valuable consideration received by each party, the receipt, adequacy and sufficiency of which is hereby acknowledged, the parties agree to amend the Agreement as follows:

A. The first sentence of Section 6(a) of the Agreement is omitted and replaced with the following:

Licensee shall employ at least one full-time manager and one full-time staff level employee at the main studio of the Stations to direct the day-to-day operations of the Stations, and Licensee shall employ such additional personnel as shall be necessary to enable Licensee to perform its obligations under this Agreement.

B. Counterpart Signatures. This Amendment may be signed in one or more counterparts, each of which shall be deemed a duplicate original, binding on the parties hereto notwithstanding that the parties are not signatory to the same original or the same counterpart, and electronic or photostatic copies of the signed Amendment shall have the same force and effect as copies bearing original signatures.

REMAINDER OF PAGE LEFT BLANK.


HEFTEL BROADCASTING COMPANY LLC

By: \_\_\_\_\_

Richard Heftel

Its: CEO


KHWY, INC., DEBTOR-IN-POSSESSION

By: \_\_\_\_\_

Kirk M. Anderson

Its: President

THE DRIVE, LLC

By: \_\_\_\_\_

Kirk M. Anderson

Its: Managing Director