

AMENDMENT TO ASSET PURCHASE AGREEMENT

THIS AMENDMENT TO ASSET PURCHASE AGREEMENT (this "**Amendment to Purchase Agreement**") made as of September 9, 2019, is entered into by and among BDJ Radio Enterprises, LLC, a Missouri limited liability company ("**BDJ**"), 920 AM, LLC, a Missouri limited liability company ("**920 AM**"), 104 License, LLC, a Missouri limited liability company ("**104 License**"), 106 License, LLC, a Missouri limited liability company ("**106 License**"), Radio Property Ventures, LLC, a Missouri limited liability company ("**RPV**"), and What's wGNU, LLC, a Missouri limited liability company ("**WhatswGNU**") (BDJ, 920 AM, 104 License, 106 License, RPV and WhatswGNU may be collectively referred to as "**Sellers**") and Berry Broadcasting, LLC ("**Buyer**").

Recitals

Per the terms of the Asset Purchase Agreement, dated as of July 19, 2019, by and among Sellers and Buyer (the "**Purchase Agreement**"), Sellers have agreed to sell, and Buyer has agreed to purchase, certain assets used in the business and operations of AM radio station KXEN, St. Louis, Missouri (Facility ID No. 54739) ("**KXEN**"), AM radio station WGNU, St. Louis, Missouri (Facility ID No. 49042) ("**WGNU**"), FM translator station K283CI St. Louis, Missouri (Facility ID No: 140630) ("**K283CI**"), FM translator station K295CQ, St. Louis, Missouri (Facility ID No: 142045) ("**K295CQ**") and a construction permit for FM translator K264CY St. Louis, Missouri (Facility ID No. 202918) ("**K264CY**").

Sellers and Buyer hereby wish to amend Article 11 of the Purchase Agreement, at the request of the FCC staff, to clarify and/or confirm certain matters related to the agreement for Buyer to sell Air-Time on the Stations prior to Closing.

All capitalized terms used herein and not defined herein have the meanings ascribed to them in the Purchase Agreement.

Agreement

NOW, THEREFORE, taking the foregoing into account, and in consideration of the mutual covenants and agreements set forth herein, the parties, intending to be legally bound, hereby agree as follows:

1. Article 11, Section 11.2 (Studio Use and Studio Equipment) is hereby deleted and replaced with the following revised Section 11.2:

11.2 Studio Use and Studio Equipment. At no cost to Buyer, Buyer shall have access to the office and studio facilities (the "Studios") and the equipment located in the Studios (the "Studio Equipment"), for purposes of selling, producing and recording Air-Time. Sellers shall make the Studios, Studio Equipment and Station staff available to Buyer for the production and recording of Air-Time, and Sellers' staff shall be responsible for inserting Air-Time into the Stations' programming in consultation with Buyer or Buyer's employees. Buyer shall not allow any personnel other than its employees known to Sellers' management to enter the Studios without the prior permission of Sellers' management. Members of the Station staff who will work on the

production, recording and/or insertion of Air-Time into the Stations' programming will remain employees of Sellers and report only to Sellers' managerial staff. Buyer shall have no authority over any members of the Station staff, nor shall Buyer have any responsibility for reimbursing Sellers for Station staff's time devoted to the production, recording and/or scheduling of Air-Time for broadcast by the Stations.

2. Article 11, Section 11.5 (Obligations and Rights of Sellers) is amended to include new paragraphs (d) and (e) as follows:

(d) At all times prior to the Closing, Sellers will have at least one full-time managerial employee and at least one full-time non-managerial employee working at the Stations' main studio and offices during normal business hours. The Sellers' managerial employees will direct the day-to-day operations of the Stations, and all of Sellers' employees will report to Sellers. Sellers shall be responsible for compensating all of Sellers' employees, without any reimbursement by Buyer.

(e) At all times prior to the Closing, Sellers shall solely be responsible for payment of all operating costs of the Stations, including studio/office rent, utilities and other operational expenses, including maintenance and repairs, and Buyer shall have no obligation to reimburse Sellers for any operational costs.

3. Article 11, Section 11.9 (Required FCC Certifications), is amended at subparagraph (a) as follows:

(a) BDJ's and 920AM's Certifications. BDJ and 920 AM hereby certify that throughout the term of this Agreement, until Closing or termination hereof, they shall maintain ultimate control over the Stations' operations, including, specifically, control over the Station's finances, personnel, and programming, and nothing herein shall be interpreted as depriving BDJ and 920 AM, as licensees of the Stations, the power or right of such ultimate control.

4. This Amendment to Purchase Agreement may be executed in separate counterparts, each of which will be deemed an original and all of which together will constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment to Purchase Agreement as of the date first set forth above.

SELLERS:

BDJ RADIO ENTERPRISES, LLC

By: Burt W. Kaufman
Burt W. Kaufman, Manager

BUYER:

BERRY BROADCASTING, LLC

By: _____
Paul Berry III, Chief Executive Officer

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Burt W. Kaufman, Manager

BUYER:

BERRY BROADCASTING, LLC

By: 
Paul Berry III, Chief Executive Officer

920 AM, LLC

By: Burt W. Kaufman
Burt W. Kaufman, Manager

104 License, LLC

By: Burt W. Kaufman
Burt W. Kaufman, Manager

106 LICENSE, LLC

By: Burt W. Kaufman
Burt W. Kaufman, Manager

RADIO PROPERTY VENTURES, LLC

By: Burt W. Kaufman
Burt W. Kaufman, Manager

What's wGNU, LLC

By: Burt W. Kaufman
Burt W. Kaufman, Manager