

## **SECOND AMENDMENT TO APA**

This Second Amendment to APA (this "Second Amendment") is made as of November \_\_, 2016 by and between **BOWERS BROADCASTING CORPORATION**, a West Virginia corporation (the "Seller"), and **AJG CORPORATION**, a West Virginia corporation (the "Buyer") (together, the Seller and Buyer are the "Parties"). This Second Amendment amends that certain Asset Purchase Agreement dated as of August 9, 2013, as previously amended by that certain First Amendment to APA, dated November, 2015 (as amended, the "Purchase Agreement"). Capitalized terms not defined herein shall have the meanings ascribed to them in the Purchase Agreement.

**WHEREAS**, Buyer and Seller wish to further amend the Purchase Agreement in certain respects as set forth herein;

**NOW, THEREFORE**, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Amendment**. Section 8.3 of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

"8.3 Time of Closing. If the Closing has not occurred on or before April 30, 2018, either Party, if not then in default, may terminate this Agreement by giving written notice to the other Party."

2. **Entire Agreement**. Except as expressly set forth herein and as previously amended, the Purchase Agreement has not been further amended or modified and remains in full force and effect.

3. **Counterparts**. This Second Amendment may be executed in separate counterparts, each of which shall be deemed an original and all of which together constitute one and the same agreement.

4. **Facsimile or PDF Signature**. The parties agree that transmission to the other party of this Second Amendment with its facsimile or electronic "pdf" signature shall bind the party transmitting this Second Amendment thereby in the same manner as if such party's original signature had been delivered.

*[Signature Page to Second Amendment to APA]*

**IN WITNESS WHEREOF**, the parties have executed this Second Amendment as of the date first set forth above.

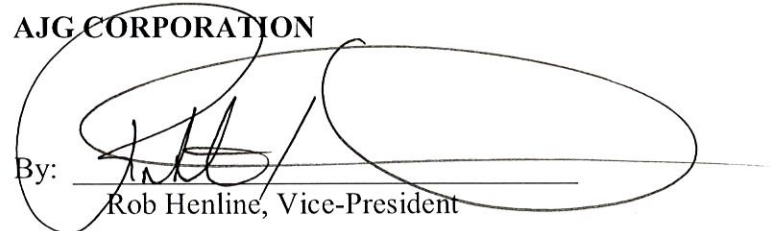
**SELLER:**

**BOWERS BROADCASTING CORPORATION**

By:   
Linda K. Bowers, President

**BUYER:**

**AJG CORPORATION**

By:   
Rob Henline, Vice-President