

FIRST AMENDMENT TO ASSET PURCHASE AGREEMENT

THIS FIRST AMENDMENT TO ASSET PURCHASE AGREEMENT (this “Amendment”) is made and entered into as of the 22nd day of December, 2022 by and between **Regional Media, Inc., (“Buyer”)**, an Iowa corporation, and **Nodaway Broadcasting Corporation (“Seller”)**, a Nebraska corporation.

WHEREAS, Seller and Buyer are parties to an Asset Purchase Agreement dated October 8, 2021 (the “Agreement”) for the following Radio Stations (collectively, the “Station”):

KNIM (AM), Maryville, MO (Fac. ID# 48973)
KVVL-FM, Maryville, MO (Fac. ID#48974)
K240DY (FX) Maryville, MO (Fac. ID#154747)

WHEREAS, Seller and Buyer desire to amend the Agreement as provided herein;

Now therefore, the parties would like to obtain from the Seller certain rights and interest in the Stations (the “Licenses”) and associated leasehold rights in equipment and real property associated thereto; and

WHEREAS, the Parties agree and understand that prior FCC approval for this transaction contemplated herein is required.

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

1. Recitals. The foregoing recitals are true and correct and are incorporated herein in their entirety.
2. Amendment. This Amendment shall be deemed part of, but shall take precedence over and supersede any provisions to the contrary contained in, the Agreement. Any and all initial capitalized terms used in this Amendment but not defined in this Amendment shall have the meaning ascribed to such terms in the Agreement. Except as specifically modified hereby, all of the provisions of the Agreement which are not in conflict with the terms of this Amendment shall remain in full force and effect. Any and all references in the Agreement or hereinafter to “the Agreement” or “this Agreement” shall be references to the aforementioned Agreement as supplemented and amended by this Amendment.
3. Purchase Price – Section 1(a) of the Agreement is amended to read as follows:

- (a) The Purchase Price shall be the consideration for the following Station assets: (i) all licenses, permits and other authorizations issued to Seller by the FCC with respect to the Station, and including any pending applications for or renewals or modifications thereof between the date hereof and the Closing (the “FCC Licenses”); (ii) all contracts, agreements, leases and licenses used in the operation of the Station, (iii) to the extent transferable, all of Seller’s rights in and to the Station’s call letters, registered and unregistered trademarks and associated goodwill, trade names, service marks, copyrights, jingles, logos, slogans, Internet domain names, Internet URLs, Internet web sites, content and databases, computer software, programs and programming material and other intangible property rights and interests applied for, issued to or owned by Seller that are used primarily in the operation of the Station,(the “Intangible Property”);

4. This Amendment may be signed in several counterparts, each of which shall be deemed an original and all of which, taken together, shall be deemed to constitute a single agreement. It is agreed that a facsimile copy or Adobe Portable Document (PDF) copy of the signed Agreement and this Amendment shall be binding on the parties to the same extent as an original signed Agreement.

5. In the event that any of the terms and conditions of this Amendment shall conflict with or in any way contradict the provisions as contained in the Agreement, it is agreed between the parties that the terms of this Amendment shall supersede and control as between the provisions of the Agreement and this Amendment. Other than as amended and modified herein, the terms of the Agreement shall remain in full force and effect.

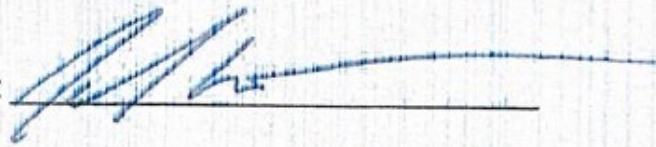
SIGNATURES ON FOLLOWING PAGE

WHEREFORE, the parties whose names and addresses appear below have caused this Amendment to be executed by them as of the date first above written.

SELLER:

NODAWAY BROADCASTING CORPORATION

By: _____



BUYER:

REGIONAL MEDIA, INC.

By: _____

