

FIRST AMENDMENT TO CONTRACT

THIS FIRST AMENDMENT TO CONTRACT (this "Amendment") is effective as of the 19th day of January, 2022 (the "Amendment Effective Date") by and among **ZIA BROADCASTING COMPANY, LLC**, a Delaware limited liability company ("Seller") and **ZIA RADIO GROUP, LLC**, a Texas limited liability company ("Buyer").

RECITALS

WHEREAS, Seller and Buyer entered into that certain Improved Property Commercial Contract dated as of December 22, 2021 (the "Contract"), in which Seller agrees to sell, and Buyer agrees to purchase, the Property; and

WHEREAS, Seller and Buyer now desire to amend the Contract as described below.

NOW THEREFORE, for and in consideration of good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Seller and Buyer agree as follows:

1. Recitals. The Recitals set forth above are true and correct and are incorporated herein by reference.
2. Capitalized Terms. Capitalized terms used but not defined in this Amendment will have the meanings given to them in the Contract.
3. Amendment of Exhibit E to the Contract. The definition of "Collateral" in Exhibit E to the Contract is hereby deleted in its entirety and replaced with the following:

Collateral: All of Debtor's inventory, equipment, equipment to become fixtures, fixtures, accounts, instruments, documents, chattel paper, contract rights, rights to payment of money, leases, general intangibles and deposit accounts, whether now owned or hereafter acquired, to the extent that the same concern or are or become located at, on, or affixed to, that certain real property located in Borger, Hutchinson County, Texas and Clovis, Curry County, New Mexico, and more particularly described on Exhibit "1" attached hereto and incorporated herein (the "Real Property") and/or Debtor's business operated thereon, and all of Debtor's books relating to the foregoing items of collateral and any and all claims, rights and interests in any of the above and all substitutions, replacements for, additions, attachments, accessories, accessions and improvements, replacements, products, proceeds and insurance proceeds of any of the foregoing, provided, however, that Debtor's Federal Communications Commission licenses concerning the Real Property and Debtor's business operated thereon are specifically excluded from the foregoing."

4. Ratification; Conflict. All terms and conditions of the Contract are hereby ratified and affirmed, as modified by this Amendment. To the extent there is any inconsistency between the Contract and this Amendment, the provisions of this Amendment control. Except as otherwise amended by this Amendment, the Contract remains in full force and effect. After the Amendment Effective Date, all references in the Contract to "this Contract" and other similar phrases referring to the Contract contained therein, shall hereinafter be deemed to refer to the Contract, as amended by this Amendment.

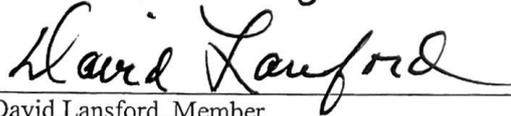
5. Counterparts. This Amendment may be executed in one or more counterparts (including by facsimile and electronic transmission), all parties need not be signatories to the same documents, and all signed counterparts will be deemed to be an original and one (1) instrument.

IN WITNESS WHEREOF, the undersigned parties have executed this First Amendment to Contract as of the Amendment Effective Date.

BUYER:

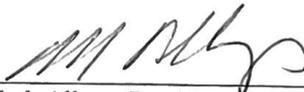
ZIA RADIO GROUP, LLC, a Texas limited liability company

By: 
Rickie Keefer, Member

By: 
David Lansford, Member

SELLER:

ZIA BROADCASTING COMPANY, LLC, a Delaware limited liability company

By: 
Mark Allsup, President