

AMENDMENT TO ASSET PURCHASE AGREEMENT

This Amendment (this “Amendment”) to that certain Asset Purchase Agreement (the “Purchase Agreement”), dated March 24, 2022, by and among (i) Cherry Creek Broadcasting, LLC, a Delaware limited liability company (“Seller Parent”), (ii) each direct and indirect subsidiary of Seller Parent listed on Schedule A thereto (collectively, “Sellers”), (iii) CCBC Holdco II, LLC, a Delaware limited liability company (“CCBC”), (iv) Cherry Creek Radio, Inc., a Delaware corporation (“CCR”), (v) Townsquare License, LLC, a Delaware limited liability company (“TSQ License”), and (vi) the entities listed on Schedule B thereto (together with TSQ License, “Buyer”) is being entered into as of June 8, 2022. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Purchase Agreement.

RECITALS

WHEREAS, Sellers, CCBC, CCR and Buyer are parties to the Purchase Agreement (the “Parties”);

WHEREAS, the Parties desire to amend certain terms of the Purchase Agreement as hereinafter provided; and

WHEREAS, Section 11.15 of the Purchase Agreement provides that the Purchase Agreement may not be amended except by an instrument in writing signed on behalf of each of the Parties.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

AGREEMENT

1. Amendments to the Purchase Agreement.

(a) Section 4.7 of the Purchase Agreement is hereby amended and restated in its entirety as follows:

4.7 Non-Compete. “During the period commencing on the Closing Date and ending on the fifth (5th) anniversary of the Closing Date (the “Restricted Period”), the members of Seller Group shall not, and shall cause their respective controlled affiliates (which shall not be deemed to include any members of CCBC), officers, directors, representatives, agents and employees not to, directly or indirectly, in any capacity, alone or in association or in connection with or on behalf of any other Person, engage in, own any interest in, manage, operate, join, finance, advise, render services to, control, be employed by, participate in or be connected with, as a member, partner, director, stockholder, consultant or otherwise, permit their or their affiliates’ names, or names confusingly similar thereto, to be used in connection with, or render advice to, any business that is engaged in operating a radio station whose transmitter location is within the 1 mV/m contour of any FM Station included on Schedule C or within the 2 mV/m contour of any AM Station included on Schedule C (the “Restricted Business”).”

2. Effect of Amendment. This Amendment shall modify and amend the Purchase Agreement, including all schedules, annexes and exhibits thereunder to the extent, but only to the extent, expressly set

forth herein (it being the intent of the Parties that all of the terms and provisions of the Purchase Agreement that are not expressly amended, modified, waived or replaced hereunder shall be unaltered and shall remain in full force and effect in accordance with the terms thereof).

3. General. Sections 11.8 (No Third Party Beneficiaries), 11.7 (Severability), 11.12 (Neutral Construction), 11.14 (Construction), 11.6 (Entire Agreement), 11.19 (Governing Law; Jurisdiction), 11.11 (Waiver of Jury Trial) and 11.13 (Counterparts) of the Purchase Agreement shall apply, and are hereby incorporated herein by reference, to this Amendment *mutatis mutandis*.

4. References. After the execution and delivery of this Amendment, any reference to the Purchase Agreement shall be deemed to include this Amendment and any reference in any of this Amendment or the Purchase Agreement to the Purchase Agreement shall be read as a reference to the Purchase Agreement as amended hereby and as further amended, modified, restated, supplemented or extended from time to time in accordance with the terms thereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

TOWNSQUARE LICENSE, LLC

DocuSigned by:
Claire Yenicay
By: EA5A2423E9984E0...
Name: Claire Yenicay
Title: Executive Vice President

TOWNSQUARE MEDIA MISSOULA, LLC

DocuSigned by:
Claire Yenicay
By: EA5A2423E9984E0...
Name: Claire Yenicay
Title: Executive Vice President

TOWNSQUARE MEDIA TRI-CITIES, LLC

DocuSigned by:
Claire Yenicay
By: EA5A2423E9984E0...
Name: Claire Yenicay
Title: Executive Vice President

TOWNSQUARE MEDIA BUTTE, LLC

DocuSigned by:
Claire Yenicay
By: EA5A2423E9984E0...
Name: Claire Yenicay
Title: Executive Vice President

TOWNSQUARE MEDIA GREAT FALLS, LLC

DocuSigned by:
Claire Yenicay
By: EA5A2423E9984E0...
Name: Claire Yenicay
Title: Executive Vice President

TOWNSQUARE MEDIA MONTROSE, LLC

DocuSigned by:

Claire Yenicay

By:  _____
EA5A2423E9984E0...


Name: Claire Yenicay

Title: Executive Vice President

TOWNSQUARE MEDIA SIERRA VISTA, LLC

DocuSigned by:

Claire Yenicay

By:  _____
EA5A2423E9984E0...


Name: Claire Yenicay

Title: Executive Vice President

TOWNSQUARE MEDIA ST. GEORGE, LLC

DocuSigned by:

Claire Yenicay

By:  _____
EA5A2423E9984E0...


Name: Claire Yenicay

Title: Executive Vice President

TOWNSQUARE MEDIA WENATCHEE, LLC

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Claire Yenicay

By:  _____
EA5A2423E9984E0...


Name: Claire Yenicay

Title: Executive Vice President

TOWNSQUARE MEDIA WILLISTON, LLC

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Claire Yenicay

By:  _____
EA5A2423E9984E0...


Name: Claire Yenicay

Title: Executive Vice President

CHERRY CREEK BROADCASTING, LLC

By: 
Name: Michael F. Mangan
Title: Chief Financial Officer

CHERRY CREEK RADIO, INC.

By: 
Name: Michael F. Mangan
Title: Chief Financial Officer


CCBC HOLDCO II, LLC

By: 
Name: Michael F. Mangan
Title: Chief Financial Officer

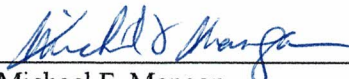
CCR - BUTTE III, LLC

By: 
Name: Michael F. Mangan
Title: Chief Financial Officer

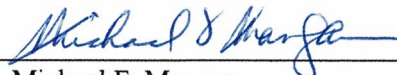
CCR - BUTTE IV, LLC

By: 
Name: Michael F. Mangan
Title: Chief Financial Officer

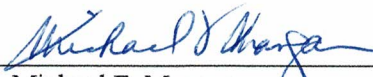
CCR - GREAT FALLS III, LLC

By: 
Name: Michael F. Mangan
Title: Chief Financial Officer

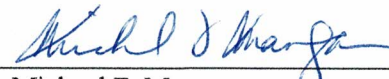
CCR - GREAT FALLS IV, LLC

By: 
Name: Michael F. Mangan
Title: Chief Financial Officer


CCR - MISSOULA III, LLC

By: 
Name: Michael F. Mangan
Title: Chief Financial Officer

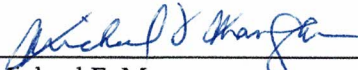
CCR - MISSOULA IV, LLC

By: 
Name: Michael F. Mangan
Title: Chief Financial Officer


CCR - MONTROSE III, LLC

By: 
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Title: Chief Financial Officer


CCR - MONTROSE IV, LLC

By: 
Name: Michael F. Mangan
Title: Chief Financial Officer

CCR - SIERRA VISTA III, LLC

By: 
Name: Michael F. Mangan
Title: Chief Financial Officer

CCR - SIERRA VISTA IV, LLC

By: 
Name: Michael F. Mangan
Title: Chief Financial Officer

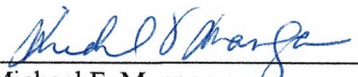
CCR - ST GEORGE III, LLC

By: 
Name: Michael F. Mangan
Title: Chief Financial Officer

CCR - ST GEORGE IV, LLC

By: 
Name: Michael F. Mangan
Title: Chief Financial Officer

CCR - TRI CITIES III, LLC

By: 
Name: Michael F. Mangan
Title: Chief Financial Officer

CCR - TRI CITIES IV, LLC

By: 
Name: Michael F. Mangan
Title: Chief Financial Officer

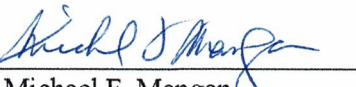
CCR - WENATCHEE III, LLC

By: 
Name: Michael F. Mangan
Title: Chief Financial Officer

CCR - WENATCHEE IV, LLC

By: 
Name: Michael F. Mangan
Title: Chief Financial Officer


CCR - CCR-WESCOAST III, LLC

By: 
Name: Michael F. Mangan
Title: Chief Financial Officer

CCR - CCR-WESCOAST IV, LLC

By: 
Name: Michael F. Mangan
Title: Chief Financial Officer

CCR - WILLISTON III, LLC

By: 
Name: Michael F. Mangan
Title: Chief Financial Officer


CCR - WILLISTON IV, LLC

By: 
Name: Michael F. Mangan
Title: Chief Financial Officer

CHERRY CREEK RADIO, LLC

By: 
Name: Michael F. Mangan
Title: Chief Financial Officer

CHERRY CREEK MEDIA, LLC

By: 
Name: Michael F. Mangan
Title: Chief Financial Officer