

## FIRST AMENDMENT TO TIME BROKERAGE AGREEMENT

THIS FIRST AMENDMENT TIME BROKERAGE AGREEMENT WITH OPTION TO PURCHASE (the "TBA" and "First Amendment") between ELKO BROADCASTING COMPANY, INC., ("Corporation") in conjunction with PAUL G. GARDNER, an individual (individually and collectively the "Licensee") and 5T, LLC, a Nevada limited liability company ("Programmer"), hereby agree, this 12 day of July 2023, to enter into this First Amendment to the TBA under the terms and conditions specified herein. The parties hereto are collectively and individually referred to herein as the Parties collectively or a Party individually.

### RECITALS

WHEREAS, the Parties entered into the TBA; and

WHEREAS, the Parties desire to amend the TBA as stated below.

NOW THEREFORE, subject to the terms and conditions of the Purchase Agreement, and other valuable consideration, receipt and sufficiency of which the Parties acknowledge, the Parties hereto, intending to be legally bound, agree as follows:

### AGREEMENT

1. **Defined Terms.** Capitalized terms used herein but not otherwise defined shall have the respective meanings assigned to them in the Purchase Agreement and TBA.

2. **Section 9(a) Control of Station.** Section 9(a) of the TBA is amended as follows: Notwithstanding anything in this TBA to the contrary, Licensee shall at all times retain, and hereby so certifies that it has, ultimate control over the Stations' operations, including but not limited to their finances, personnel, and programming. Licensee will maintain an Online Public Information File ("OPIF") which will include all items required to be retained under FCC rules and policies, including but not limited to this TBA. Licensee shall retain the right to reject and replace any programming proffered by Programmer under this TBA if, in the sole opinion of Licensee, such programming is in violation of any applicable law, governmental policy or rule, or otherwise inconsistent with the public interest.

Paul G. Gardner, President of the Licensee, Elko Broadcasting Company, Inc. and Paul G. Gardner, (individually and collectively, the "Licensee") shall be the representative of the Licensee overseeing the day to day operation of the Stations for the Licensee and who will ensure the foregoing control is maintained and to make any decisions as to implementation of this TBA

3. **Effect of Amendment.** This First Amendment is intended to make clear that Paul G. Gardner, President of Elko Broadcasting Company, Inc. (individually and collectively the

"Licensee") shall be the representative of the Licensee overseeing the operation of the Stations for the Licensee and who will ensure control of the Stations by the Licensee is maintained.

4. **No Other Revisions.** Other than the amendment to Section 9(a), set forth herein, no other revisions to the TBA are made by this First Amendment to TBA.

5. **Binding Effect.** This First Amendment shall be a legally valid and binding agreement enforceable in accordance with its terms upon its execution by the Parties;

6. **Counterparts.** This First Amendment may be signed in counterparts and each of such counterparts shall constitute an original document which taken together, shall constitute one and the same instrument. The delivery of an executed counterpart of a signature page of this First Amendment by facsimile or other electronic transmission shall be effective as a manually executed original counterpart of this First Amendment.

*[Signatures on following page]*

**IN WITNESS WHEREOF**, Seller and Buyer have executed this FIRST AMENDMENT as of the Effective Date set forth first above.

LICENSEE  
ELKO BROADCASTING COMPANY, INC.

BY: Paul Gardner  
4A4695F8F0144D4...

Paul G. Gardner, President

PAUL G. GARDNER

BY: Paul Gardner  
4A4695F8F0144D4...

Paul G. Gardner

DocuSign Envelope ID: 37A5A3180047407...  
PROGRAMMER 5T, LLC

BY: Tyler Gunter  
37A5A3180047407...

Tyler Gunter, Managing Member