

AMENDMENT TO ASSET PURCHASE AGREEMENT

This AMENDMENT TO ASSET PURCHASE AGREEMENT (the "Amendment") dated February 3, 2022, is by and between ADAMS RADIO OF DELMARVA PENNINSULA, LLC, a Delaware limited liability company (the "Seller") and WBOC, INC., a Delaware corporation (the "Buyer").

RECITALS

A. Buyer and Seller are party to that Asset Purchase Agreement dated December 6, 2021 (the "Agreement"), for the sale of radio station WOCQ(FM), Berlin, Maryland, and associated license and non-license assets.

B. Buyer and Seller wish to amend the Agreement more clearly define the scope of the Non-Competition provisions of the Agreement.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and the Agreement and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Section 6.10 of the Agreement is hereby amended to read as follows:

"6.10 Non-Competition. In consideration for the Purchase Price prior to the second anniversary of the Closing Date, neither Seller nor any member, officer, or director of Seller (the "Covenanting Parties"), shall be employed by, or act as an advisor, consultant, owner, shareholder, partner, member, manager, director, officer, affiliate, trustee, employee, programmer, broker, agent or consultant, or in any other capacity, directly or indirectly, to, any company that owns or operates radio broadcast stations that serve areas within the 1.0 mV/m service contour of any Station (the "Service Contour") (it being understood that (i) Seller is not prohibited from taking the actions described in this sentence with respect to any radio broadcast station that serves areas outside a Station's Service Contour, provided that no such actions affect areas within a Station's Service Contour; (ii) the Parties intend this provision to provide Buyer with the maximum amount of protection permitted by the FCC Rules; and (iii) Buyer and Seller further intend this Section 6.10 to be interpreted, as necessary, to be in compliance with all requirements of the FCC); provided that the foregoing shall not prohibit the Covenanting Parties from directly or indirectly owning two percent or less of the outstanding securities of any publicly-traded company. For avoidance of doubt, in no event shall this Section 6.10 be construed to extend beyond the current license term of a Station or a full license term of any Station. If the Covenanting Parties breach this provision, Buyer shall be entitled to injunctive relief. The Covenanting Parties agree that any breach of this Section 6.10 is likely to result in an injury that would justify an injunction to restrain such breach, and that Buyer shall be entitled to institute a proceeding in any court of competent jurisdiction to enjoin the Covenanting Parties from activities in violation of this Section 6.10. If the Covenanting Parties are found to have

violated this Section 6.10, the Covenantee Parties shall be required to pay all attorneys' fees and costs incurred by Buyer in seeking to enforce its rights."

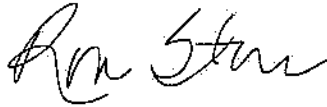
2. Integration; Conflicts. This Amendment and the Agreement set forth the Parties' entire agreement with respect to the subject matter hereof and thereof. Except as expressly modified by this Amendment, each and every term and condition set forth in the Agreement, and each Party's rights and obligations thereunder, shall remain in full force and effect in accordance with its terms. In the event of a conflict between any term or condition set forth in this Amendment and any term or condition of the Agreement, the terms and conditions of this Amendment shall govern and prevail.

3. Counterparts. This Amendment may be executed in separate counterparts, each of which when executed and delivered (including, without limitation, via facsimile or pdf transmission) will be deemed an original and all of which taken together will constitute the same agreement and will be binding upon Seller and Buyer.

IN WITNESS WHEREOF this Amendment has been executed by the Parties hereto as of the date first above written.

SELLER:

ADAMS RADIO OF DELMARVA PENINSULA, LLC

By: 
Its: President & CEO

BUYER:

WBOC, INC.

By: 
Its: President & CEO