

## **FIRST AMENDMENT TO LOCAL MARKETING AGREEMENT**

This FIRST AMENDMENT TO LOCAL MARKETING AGREEMENT dated June \_\_, 2023 (this "Amendment") by and between Gateway Creative Broadcasting, Inc. ("Owner") on the one hand and Epic STL LLC d/b/a News Talk STL Radio ("Programmer") on the other hand (Individually, Owner and Programmer are a "Party" and collectively, the "Parties").

### **Recitals**

WHEREAS, Owner is the licensee of FM Radio Broadcast Station KNBS, Facility Id. No. 52572, licensed to Bowling Green, Missouri (the "Station") pursuant to authorizations issued by the Federal Communications Commission (the "FCC");

WHEREAS, the Parties entered into a Local Marketing Agreement dated August 5, 2021 for the Station (the "Agreement");

WHEREAS, on June 8, 2023, the Parties filed an application for assignment of license of the Station from the Owner to Programmer (the "Assignment Application") and

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

### **Agreement**

NOW, THEREFORE, in consideration of the foregoing, and of the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which Owner and Programmer hereby acknowledge, Owner and Programmer, intending to be bound legally, hereby agree as follows:

1. **Capitalized Terms.** All of the capitalized terms used in this Amendment, unless otherwise defined herein, shall have the same meanings as assigned to such terms in the Agreement.

2. **Purchase Price.** Section 1 is deleted in its entirety and replaced with the following:

**Overall Purpose and Term.** In accordance with the terms and subject to the limitations set forth herein: (a) Programmer will provide programming to Owner for the Station, promote the Station and their programming and, at Programmer's discretion, sell commercial and other time on the Station; and (b) Owner will maintain the Station's transmitting facilities, and make such facilities available to the Programmer for the purposes described herein. Beginning on the Commencement Date, Programmer shall be solely responsible for any expenses incurred in connection with and shall be entitled to all revenue from the sale of advertising or program time on the Station on or after the Commencement Date. Subject to the terms of this Agreement, each party hereby warrants and covenants that it will fulfill said obligations, and their other obligations specified herein, to the fullest extent permitted or required by law (including the FCC's rules and

published policies) in a diligent, reasonable manner. Programmer will begin its local marketing activities with regard to the Station pursuant to this Agreement at 12:01 AM Eastern time on August 8, 2021 and such date is referred to in this Agreement as the "Commencement Date." This Agreement shall continue until the later of (1) the Parties close on the Assignment Application; (2) the FCC rejects the Assignment Application and all appeals have been exhausted; (3) the Assignment Application is terminated, or (4) this Agreement is terminated as set herein (the "Term").

3. Additional Terms. This Amendment shall be a legally valid and binding agreement enforceable in accordance with its terms upon its execution by Owner and Programmer (in any number of counterparts). Except as modified by the express terms of this Amendment, all provisions of the Agreement shall remain in full force and effect. In the event of a conflict between the provisions of this Amendment and the provisions of the Agreement, the provisions of this Amendment shall control. Any future reference to the Agreement shall be deemed to be a reference to the Agreement as amended by this Amendment. All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement, as amended.

4. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all such counterparts shall constitute one agreement. To facilitate execution of this Amendment, the Parties may execute and exchange by email counterparts of the signature pages.


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SIGNATURE PAGE FOR FIRST AMENDMENT TO  
LOCAL MARKETING AGREEMENT

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment to Local Marketing Agreement to be effective as of the date above written.

**OWNER:**

**GATEWAY CREATIVE BROADCASTING, INC.**

By:   
Brett Dempsey  
General Manager

**PROGRAMMER:**

**EPIC STL LLC D/B/A NEWS TALK STL RADIO**

By:   
Joseph Rusch  
Managing Member