

**AMENDMENT NO. 1**

**TO**

**ASSET PURCHASE AGREEMENT**

THIS AMENDMENT NO. 1 TO ASSET PURCHASE AGREEMENT (“**Amendment**”) is made as of this 20<sup>th</sup> day of November, 2019, by and between WESTERN CAROLINA UNIVERSITY, an educational institution in the University of North Carolina system (“**Seller**”), and WESTERN NORTH CAROLINA PUBLIC RADIO, a nonprofit corporation organized in the State of North Carolina (“**Buyer**”).

**W I T N E S S E T H:**

WHEREAS, Seller and Buyer entered into that certain Asset Purchase Agreement dated July 16, 2018 (the “**Agreement**”); and

WHEREAS, Seller and Buyer wish to amend the termination provision in Section 20(c) and to change the notice for Buyer in Section 22 of the Agreement to update the contact information for its counsel.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in the Agreement, Buyer and Seller, intending to be legally bound, hereby agree as follows:

1. Amendment of Section 20: Subsection 20(c) of the Agreement is amended to substitute the following:

This Agreement may be terminated by either party, if the terminating party is not then in material default, upon written notice, if (i) the Closing shall not have occurred on or before September 20, 2020, or (ii) the FCC for any reason designates the FCC Application for hearing.

2. Amendment of Section 22: The contact information in Section 22 of the Agreement for Buyer’s counsel to which copies shall be served (but not constitute notice) is amended to remove reference to John Crigler and substitute the following:

Melodie A. Virtue, Esq.  
Foster Garvey PC  
1000 Potomac Street, NW, Suite 200  
Washington, DC 20007  
Phone (202) 298-2527  
Email: melodie.virtue@foster.com

3. Counterparts. This Amendment may be executed in several counterparts, all of which when taken together shall constitute one agreement. Delivery of counterpart signature pages may be effected by email of scanned copies of executed signature pages; *provided, however*, that the parties shall promptly arrange to exchange executed original signature pages by personal or commercial overnight delivery upon request.

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

WESTERN CAROLINA UNIVERSITY (SELLER)

By: Kelli R Brown  
Kelli R. Brown  
Chancellor

WESTERN NORTH CAROLINA PUBLIC RADIO (BUYER)

By: David Feingold  
David Feingold  
CEO & General Manager

Approved as to form. SRR Attorney
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