

## FIRST AMENDMENT TO NETWORK AFFILIATION AGREEMENT

THIS FIRST AMENDMENT TO NETWORK AFFILIATION AGREEMENT (this "Amendment") is made as of July 16, 2015, by and among American Public Media Group, a Minnesota non-profit corporation, and its affiliate, Classical South Florida Inc., a Florida non-profit corporation (collectively, "Licensee"), and Educational Media Foundation, a California religious non-profit corporation ("Programmer").

WHEREAS, Licensee and Programmer entered into that certain Asset Purchase Agreement (the "Purchase Agreement") and that certain Network Affiliation Agreement (the "Affiliation Agreement"), each dated as of July 9, 2015, for the sale and programming of, respectively, the following radio broadcast stations:

WKCP(FM), Miami, Florida (89.7 MHz; Channel 209; FIN: 68118)  
WPBI(FM), West Palm Beach, Florida (90.7 MHz; Channel 214; FIN: 58363)  
WNPS(FM), Fort Myers, Florida (88.7 MHz; Channel 204; FIN: 64256)  
W270AD, West Palm Beach, Florida (101.9 MHz; Channel 270; FIN: 68119)  
W214BD, Gifford-Vero Beach, Florida (90.7 MHz; Channel 214; FIN: 91128)

WHEREAS, the parties agree to amend the Affiliation Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual undertakings herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be bound, agree as follows:

1. Stations.

(a) Recital A of the Affiliation Agreement is deleted in its entirety and replaced with the following:

"Licensee holds licenses issued by the Federal Communications Commission (the "FCC") for the following noncommercial educational radio stations (the "Stations"): WKCP(FM), Miami, Florida (89.7 MHz; Channel 209; FIN: 68118); WPBI(FM) and WPBI HD1, West Palm Beach, Florida (90.7 MHz; Channel 214; FIN: 58363); WNPS(FM), Fort Myers, Florida (88.7 MHz; Channel 204; FIN: 64256); along with associated FM translator W214BD, Gifford-Vero Beach, Florida (90.7 MHz; Channel 214; FIN: 91128)."

(b) Recital D of the Affiliation Agreement is deleted in its entirety and replaced with the following:

"Licensee (as seller) and Programmer (as buyer) are parties to an Asset Purchase Agreement (the "Purchase Agreement") of even date herewith with respect to the Stations, along with WPBI HD2, West Palm Beach,

Florida (90.7 MHz; Channel 214; FIN: 58363) and W270AD, West Palm Beach, Florida (101.9 MHz; Channel 270; FIN: 68119)."

2. Effect on Purchase Agreement and Affiliation Agreement. Except as expressly amended herein, no term or condition of the Affiliation Agreement is modified or amended, and the Purchase Agreement and Affiliation Agreement remain in full force and effect in accordance with their terms.
3. Miscellaneous. No amendment or waiver of compliance with any provision hereof or consent pursuant to this Amendment shall be effective unless in a writing signed by the party against whom enforcement of such amendment, waiver or consent is sought. This Amendment, along with the Purchase Agreement and Affiliation Agreement (and the Schedules and/or Exhibits thereto), constitutes the entire agreement and understanding of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings with respect to the subject matter hereof. The construction and performance of this Amendment shall be governed by the laws of the State of Florida without giving effect to the choice of law provisions thereof. This Amendment may be executed in separate counterparts, each of which shall be deemed to be an original and all of which together constitute one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

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SIGNATURE PAGE TO  
FIRST AMENDMENT TO NETWORK AFFILIATION AGREEMENT

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

PROGRAMMER:

EDUCATIONAL MEDIA FOUNDATION

By: \_\_\_\_\_

Name: D. KEVIN BLAIR

Title: SECRETARY AND GENERAL COUNSEL

LICENSEE:

AMERICAN PUBLIC MEDIA GROUP

By: \_\_\_\_\_

Name: JON R. McTAGGART

Title: CEO

CLASSICAL SOUTH FLORIDA INC.

By: \_\_\_\_\_

Name: DAVID KINSTIS

Title: EVP