

AMENDMENT TO ASSET PURCHASE AGREEMENT

THIS AMENDMENT TO ASSET PURCHASE AGREEMENT ("Amendment") is made and entered into as of the 28th day of March, 2014 by and between Rhattigan Broadcasting (Texas), LP, a Texas limited partnership and all of its affiliates ("Seller"), and Kbest Media, LLC, a Texas limited liability company ("Buyer") (collectively, Seller and Buyer are the "Parties").

RECITALS

A. Buyer and Seller entered into that certain Asset Purchase Agreement ("Agreement") on January 24, 2014 relating to the purchase and sale of Assets of Seller radio stations KBST(AM), Big Spring, Texas (FCC Facility I.D. No. 33684), KBST-FM, Big Spring, Texas (FCC Facility I.D. No. 33685), and KBTS(FM), Big Spring, Texas (FCC Facility I.D. No. 15827) (collectively, the "Stations").

B. In this Amendment, Buyer and Seller wish to amend the scope of the noncompete covenant identified in the Paragraph 6.7 of the Agreement.

Agreement

In consideration of the mutual covenants contained in this Amendment, the parties agree as follows:

1. Section 6.7 of the Agreement is stricken and replaced in its entirety with the following paragraph:

6.7. **Non-Compete Agreement.** Seller agrees that, as part of the consideration for the payment by Buyer of the purchase price, for a period of five years immediately following the Closing, neither Seller nor any of its affiliates will directly or indirectly own, operate, manage, perform, have any interest in or otherwise be engaged in a business which directly or indirectly competes with the Stations within the 1.0 mV/m contour of KBST-FM and KBTS(FM) and the 2.0 mV/m contour of KBST(AM).

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Asset Purchase Agreement as of the date first above written:

SELLER:

RHATTIGAN BROADCASTING (TEXAS), LP

By: 

Guy Gill
Chairman

BUYER:

KBEST MEDIA, LLC

By: 

Mike Abusaab
President