

**AMENDMENT TO  
PROGRAM SERVICE AND OPERATING AGREEMENT**

THIS AMENDMENT TO PROGRAM SERVICE AND OPERATING AGREEMENT (this "Amended PSOA") is made as of Aug. 4, 2020, to that Program Service and Operation Agreement ("PSOA") dated September 1, 2017, by and between The Brewery Arts Center ("BAC"), a Nevada nonprofit corporation, and The End of the Trail Broadcast Project ("Manager"), a Nevada nonprofit corporation.

**RECITALS:**

WHEREAS, the parties entered the PSOA for the management and operation of low power FM station KNVC-LP, Facility ID # 193729, Carson City, Nevada (the "Station");

WHEREAS, the parties entered into an Asset Purchase Agreement and filed an application for consent to the Federal Communications Commission ("FCC") to assign the license for the Station;

WHEREAS, the FCC staff has asked that the parties amend the PSOA to conform to FCC rules and policies.

NOW, THEREFORE, the PSOA is hereby amended as follows:

1. Amend Section 1(c) to substitute the following:

Financial Management. Manager shall, in the manner consistent with FCC policies, reimburse BAC for Station operating expenses reasonably incurred by BAC, including, but not limited to, expenses relating to Station's studios, site lease, utility charges and expenses related to the maintenance and repair of the transmission facilities. BAC shall pay such expenses directly, as reasonably necessary to maintain Station operations, and submit those expenses to Manager for reimbursement. Manager shall reimburse those expenses within thirty (30) days of receiving the invoices for Station expenses.

2. Amend Section 12 to substitute the following:

BAC shall be responsible for ascertaining the programming needs of its community of license and maintaining the Station political file in compliance with FCC requirements, provided, however, that Manager shall provide advice and assistance with respect to the ascertainment of programming needs and shall provide BAC with all relevant documents and information required to be placed in the Station political file.

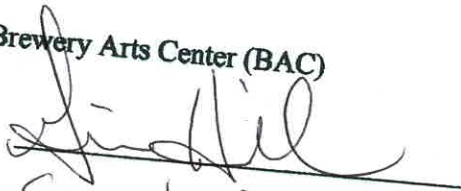
3. Remove the following sentence from Section 14:

For purposes of clarity, BAC shall not have oversight or control of Manager's employees generally, but only to the extent that those employees are working on matters relating to the Station within the scope of this Agreement.

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

The Brewery Arts Center (BAC)

By:

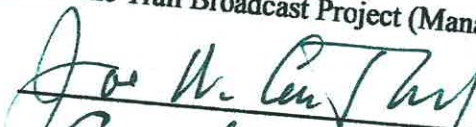


Title:

Executive Director

The End of the Trail Broadcast Project (Manager)

By:



Title:

General Manager