

## SECOND AMENDMENT

THIS SECOND AMENDMENT ("Second Amendment") is made as of August 13, 2021 between Shamrock Communications, Inc. ("Programmer") and Sky Media, LLC ("Licensee").

### Recitals

- A. Licensee and Programmer are parties to a Local Programming and Marketing Agreement (the "LMA") dated June 12, 2015 with respect to radio station KPKK(FM), Amargosa Valley, NV (FIN 87384) (the "Station").
- B. Licensee and Programmer are also parties to an Option Agreement (the "Option Agreement") dated June 12, 2015 with respect to the Station.
- C. Licensee and Programmer adopted an amendment to the LMA and Option Agreement dated July 2, 2018 ("First Amendment").
- D. The parties desire to further amend the LMA and Option Agreement as set forth herein. Capitalized terms used herein and not defined have the respective meanings set forth in the LMA, the Option Agreement, or the First Amendment, as applicable.

### Agreement

NOW, THEREFORE, taking the foregoing recitals into account, and in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows.

1. **Term.** The Term of the LMA and the period during which Programmer may exercise the Option under the Option Agreement are hereby both extended until the earlier of (a) the first business day that is sixty (60) days after Programmer receives full and final approvals from all governmental authorities to build a new tower at the site of the Mercury Telecommunications Tower, or (b) five (5) years from the date of execution of this Second Amendment. If the Option is exercised, then the Term of the LMA shall be further extended until the consummation of the sale of Station as provided by Section 14 of the LMA. The term "Mercury Telecommunications Tower" means the site specified in the application for a minor modification of a licensed facility currently pending before the FCC for KPKK(FM), Amargosa Valley, Nevada (FIN 87384) (FCC File No. 0000101376).
2. **Payment of Annual FCC Regulatory Fees.** Programmer shall pay the annual FCC regulatory fees for KPKK(FM) when due under the supervision of Licensee until the termination of the LMA or the consummation of the sale of Station by Licensee to Programmer, whichever is earlier ("Regulatory Fee Payments"). All Regulatory Fee Payments made by Programmer shall be credited towards the Purchase Price. Licensee shall cooperate with Programmer as needed to timely pay the Regulatory Fee Payments.

3. **Consideration for Second Amendment.** This Second Amendment is granted in return for a one-time payment of the sum of [REDACTED] by Programmer to Licensee by August 13, 2021 ("Second Amendment Consideration").

4. **Purchase Price if Option Exercised.** Section 1.4 of the form of the Asset Purchase Agreement attached to the First Amendment ("APA") is hereby replaced and superseded in its entirety as follows:

1.4 **Purchase Price.** The aggregate purchase price to be paid for the Station Assets will be an amount equal to [REDACTED] less (i) the aggregate amount of [REDACTED] paid by Seller under *Exhibit A* to the First Amendment; (ii) the Second Amendment Consideration of [REDACTED] and (iii) all Regulatory Fee Payments made by Programmer pursuant to the Second Amendment (the "Purchase Price"). Buyer shall pay the Purchase Price to Seller by wire transfer of immediately available funds at Closing. For the avoidance of doubt, the Purchase Price is [REDACTED] less all Regulatory Fee Payments made by Programmer.

Nothing herein or otherwise modifies the obligation of Licensee under the Option Agreement, First Amendment, and the APA to convey the Assets to Programmer free and clear of liens upon exercise of the Option (which includes without limitation Licensee's obligation to apply the Purchase Price as necessary to obtain any lien release). The parties further acknowledge and agree that nothing in this Second Amendment, the LMA, the Option Agreement, the First Amendment, and the APA or otherwise restricts in any way any disclosure of the terms of the transactions contemplated hereby and thereby by either party to, or other communication by either party with, any third party in connection with the review of any possible lien or the release thereof.

5. **Miscellaneous.** This Second Amendment may be executed in separate counterparts, each of which will be deemed an original and all of which together will constitute one and the same agreement. The construction and performance of this Second Amendment shall be governed by the laws of the State of Nevada without giving effect to the choice of law provisions thereof, and is subject to the applicable provisions of the Communications Act of 1934, as amended, 47 U.S.C. Section 151, et seq. and the rules, regulations and policies of the FCC adopted pursuant thereto. The LMA, Option Agreement, and First Amendment thereto have not been amended or modified except as set forth herein, and remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO SECOND AMENDMENT

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

**LICENSEE:**

**SKY MEDIA, LLC**

By:   
Name: RICHARD T. BONICH  
Title: VICE PRESIDENT

**PROGRAMMER:**

**SHAMROCK COMMUNICATIONS, INC.**

By:   
Name: William R. Lynett  
Title: