

FIRST AMENDMENT TO TIME BROKERAGE AGREEMENT

This FIRST AMENDMENT (this "**First Amendment**"), effective as of April 1, 2020 (the "**First Amendment Effective Date**"), is made to the certain "*Time Brokerage and Program Services Agreement*" by and among by and among Entercom License, LLC, a Delaware limited liability company ("**Licensee**"), Entercom California, LLC, a Delaware limited liability company ("**Entercom**" and together with Licensee, collectively "**ETM**") and Hamrah Radio Inc., a California corporation (the "**Programmer**") (collectively, the "**Agreement**"), whereby ETM and Programmer desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the promises set forth herein and intending to be legally bound by this written instrument, the parties hereby agree as follows:

1. As of the First Amendment Effective Date, Section 2 "Term" of the Agreement is hereby deleted in its entirety and replaced with the following:

"**Term.** The term of this Agreement shall commence on April 1, 2019 and continue until March 31, 2022 (the "**Term**")."

2. As of the First Amendment Effective Date, Section 3 "Payments" of the Agreement is hereby deleted in its entirety and replaced with the following:

"Programmer shall pay to ETM, in advance, a quarterly fee of \$37,000.00 (the "**Fee(s)**"), each of which Fee payments shall be due 15 days before the start of each calendar quarter."

3. As of the First Amendment Effective Date, Section 8.3.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

"**8.3.1** ETM shall be ultimately responsible for the control of the day-to-day operations of the Station and Channel and for complying with the FCC's rules and regulations with respect to (a) the carriage of political advertisements and programming (including, without limitation, the rights of candidates and, as appropriate, others to equal opportunities, lowest unit charge and reasonable access); (b) the broadcast and nature of public service programming; (c) the maintenance of political and public inspection files and the Station's logs; (d) the ascertainment of issues of community concern; (f) the preparation of all quarterly issues/programs lists; and (e) the preparation and filing with the FCC of all required material with respect to the Station, including the Station's Biennial Ownership Report and periodic employment reports. Programmer shall assist ETM in preparation of all quarterly issues/programs lists."

4. As of the First Amendment Effective Date, the penultimate sentence of Section 8.3.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

"The foregoing obligation will be satisfied by Programmer emailing to ETM (to Jeff.Federman@entercom.com and Mike.Olson@entercom.com) each month during the Term a short list of approximately ten (10) informative programs aired by Programmer on the Station during that calendar month, which list need only include the date, time, length, subject and, if applicable of the program name."

5. As of the First Amendment Effective Date, the address to which a copy of any notice must be sent to ETM in Section 15.8 "Notices" of the Agreement is hereby deleted in its entirety and replaced with the following:

with a copy to:
Entercom California, LLC
Entercom License, LLC
2400 Market St., 4th Floor
Philadelphia, PA 19103
Attn: Legal Dept. – Los Angeles"

6. In the event of any inconsistencies between the Agreement and this First Amendment, the terms of this First Amendment shall take precedence and govern as of the Effective Date hereof, followed by the terms of the Agreement. Except as specifically set forth herein, this First Amendment shall in no way modify, alter, or amend the remaining terms of the Agreement, all of which shall remain in full force and effect. Each reference in the Agreement to itself shall be deemed to refer to the Agreement as amended by this First Amendment unless the context otherwise requires. This First Amendment may be executed in one or more counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument. Signatures on this First Amendment transmitted by facsimile, email or other electronic means shall be deemed to be original signatures for all purposes of this First Amendment. All references in the Agreement to itself shall be deemed to refer to the Agreement as amended by this First Amendment.

WHEREFORE, the parties have caused this First Amendment to be executed as of the First Amendment Effective Date by their duly authorized representatives.

Entercom License, LLC

By: 

Name: Andrew Sutor

Title: EVP/General Counsel

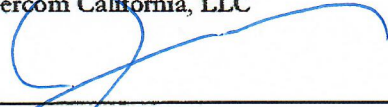
Hamrah Radio, Inc.

By: 

Name: Fardang Holakouee

Title: President

Entercom California, LLC

By: 

Name: Jeff Federman

Title: SVP/Market Manager