

FIRST AMENDMENT TO LOCAL PROGRAMMING AND MARKETING AGREEMENT

THIS FIRST AMENDMENT TO LOCAL PROGRAMMING AND MARKETING AGREEMENT (this “Amendment”) is made as of March 23, 2022 by and between the BOROUGH OF POMPTON LAKES, a municipal corporation of the State of New Jersey (“Seller”), and FST II Broadcasting Corporation, a New Jersey for-profit Corporation (“Buyer”).

RECITALS

WHEREAS, Seller is the licensee of AM Broadcast Station WGHT, Pompton Lakes, New Jersey (FIN: 40078) and FM translator station W252ED, Pompton Lakes, New Jersey (FIN: 202787) (collectively, the “Stations”);

WHEREAS, Seller and Buyer entered into an Asset Purchase Agreement dated April 1, 2019 for the Stations; a First Amendment to that Asset Purchase Agreement dated February 20, 2020; and a Second Amendment to that Asset Purchase Agreement, which is dated contemporaneously herewith (collectively, the “APA”) providing for the purchase of the Stations by Buyer from Seller; and

WHEREAS, Seller and Buyer entered into a Local Programming and Marketing Agreement dated April 1, 2019 with respect to the Stations (the “Agreement”); and

WHEREAS, the parties desire to amend the Agreement to reflect a new expiration date for the Agreement.

AMENDMENT

NOW, THEREFORE, for and in consideration of the mutual covenants of the parties hereto, and other good and valuable consideration to the parties hereto, the receipt and sufficiency of which is hereby acknowledged and confessed by the parties, and for the benefit which will inure to each party from the execution of this Amendment, Seller and Buyer hereby agree to amend and modify the Agreement as follows:

1. Capitalized Terms. All of the capitalized terms used in this Amendment, unless otherwise defined herein, shall have the same meanings as assigned to such terms in the Agreement.

2. Section 1. Section 1 is deleted in its entirety and replaced with the following:

1. Term. The term of this Agreement will begin on April 1, 2019 (the “Commencement Date”) and it will continue until either a Closing occurs on the purchase of the Stations by Buyer pursuant to the terms of the APA, or until the termination of the APA under the terms thereof (the “Term”), unless earlier terminated by (i) mutual agreement between Licensee and Programmer; (ii) in

accordance with the terms of this Agreement (or extended by mutual written agreement); or (iii) otherwise pursuant to the terms of the APA.

3. Additional Terms. This Amendment shall be a legally valid and binding agreement enforceable in accordance with its terms upon its execution by Seller and Buyer (in any number of counterparts). Except as modified by the express terms of this Amendment, all provisions of the Agreement shall remain in full force and effect. In the event of a conflict between the provisions of this Amendment and the provisions of the Agreement, as previously amended, the provisions of this Amendment shall control. Any future reference to the Agreement shall be deemed to be a reference to the Agreement as amended by this Amendment. All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement, as amended.

4. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all such counterparts shall constitute one agreement. To facilitate execution of this Amendment, the parties may execute and exchange by email counterparts of the signature pages.

*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
NEXT PAGE IS SIGNATURE PAGE.*

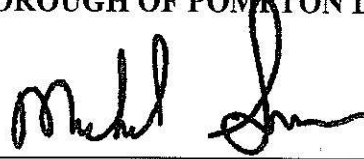
SIGNATURE PAGE TO FIRST AMENDMENT TO
LOCAL PROGRAMMING AND MARKETING AGREEMENT

IN WITNESS WHEREOF, the parties have executed and delivered this First Amendment as of the date first set forth herein above.

SELLER:

BOROUGH OF POMERTON LAKES

By:



Michael Serra
Mayor

BUYER:

FST II BROADCASTING CORPORATION

By:



Frank Truatt
President