

FIRST AMENDMENT TO TIME BROKERAGE AGREEMENT

This First Amendment to the Time Brokerage Agreement (“Amendment”) is made and entered into this 30th day of November 2020 by and between the Board of Education of Kalamazoo Public Schools (the “Licensee”) and the Board of Trustees of Western Michigan University on behalf of WMUK 102.1 FM (the “Broker”) (both hereinafter the “Parties”).

WHEREAS, the Parties entered into a Time Brokerage Agreement (the “Agreement”) on November 18, 2019, for radio station WKDS, Kalamazoo, MI (Facility ID No. 4198) (the “Station”), for a Term of Twelve (12) Months to begin on December 1, 2019.

WHEREAS, pursuant to the Option granted in Section 28 of the Agreement, the Broker entered into an Asset Purchase Agreement (the “APA”) with the Licensee on August 13, 2020, to purchase the Station’s Assets.

WHEREAS, the Parties have agreed to modify the Term of the Agreement as set forth herein;

NOW THEREFORE, in consideration of the above recitals and mutual promises and covenants contained herein, the Parties, intending to be legally bound, agree as follows:

WITNESSETH:

1. Term. Section 3 of the Agreement is amended to provide that the Agreement shall remain in effect until the date of the consummation of the sale and purchase of the Assets provided for in the APA (the “Closing Date”) or upon the earlier Termination of the APA pursuant to Section 10 of the APA.

2. Effect on Agreement. All other provisions of the Agreement not specifically addressed in this Amendment shall remain in effect for the duration of the Term.

3. Binding Agreement. Each Party represents and warrants that it has the authority to enter into this Amendment, that the Amendment has been approved by all necessary actions of the Party, and that there is no reason that this Amendment will not be binding on it.

4. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together constitute one and the same Agreement. This Agreement may be executed and delivered in counterpart signature pages executed and delivered via facsimile transmission or email, and any such counterpart executed and delivered via facsimile transmission or email shall be deemed an original for all intents and purposes.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

LICENSEE:

THE BOARD OF EDUCATION OF KALAMAZOO PUBLIC SCHOOLS

By: 

Title: Deputy Supd

BROKER:

THE BOARD OF TRUSTEES OF WESTERN MICHIGAN UNIVERSITY

By: Janice Van Der Kley

Title: Treasurer