

**FIRST AMENDMENT TO
TIME BROKERAGE AGREEMENT**

(HD2 HD CHANNEL – FM Translator)

This First Amendment to Time Brokerage Agreement (this "First Amendment") is made as of February 3, 2017, by and among CBS Radio Stations, Inc., a Delaware corporation, CBS Radio WLIF, Inc., a Maryland corporation (together "CBS"), and Radio One, Inc., a Delaware corporation ("Programmer").

RECITALS

CBS and Programmer are parties to that certain Time Brokerage Agreement (HD2 HC Channel – FM Translator) dated as of April 20, 2015 (the "TBA"). The current Term of the TBA expires as of April 30, 2017. Under the TBA, Programmer has a right to extend the Term for an additional two (2) years. CBS and Programmer have agreed to modify the obligations under the TBA to extend the Term for an additional three (3) years and to modify the payment obligations in accordance with this First Amendment.

In consideration of the foregoing and of the mutual promises that follow, the parties agree as follows:

1. Amendment.

(a) Section 1.6 shall be deleted in its entirety and replaced with the following provision:

1.6 Term. The term of this Agreement (the "Term") shall commence at 12:01 a.m., local Maryland time, on May 1, 2015 and, unless terminated earlier pursuant to Section 6, shall terminate April 30, 2020.

(b) Schedule 4 (Payment Schedule) shall be replaced in its entirety with a new Schedule 4, attached hereto.

2. Counterparts. This First Amendment may be executed in counterparts, each of which, when so executed and delivered, shall be an original, and both of which counterparts together shall constitute one and the same fully executed instrument.

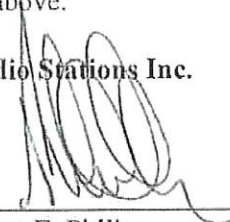
3. Ratification. Except as expressly modified hereby, the TBA shall remain unchanged and in full force and effect and is hereby ratified and confirmed in all respects.

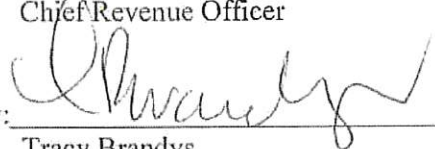
4. Binding Effect. This First Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Capitalized Terms. Capitalized terms not defined herein shall have the meaning set forth in the TBA.

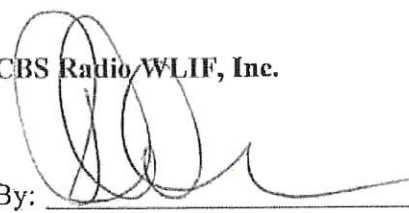
IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this First Amendment as of the date written above.

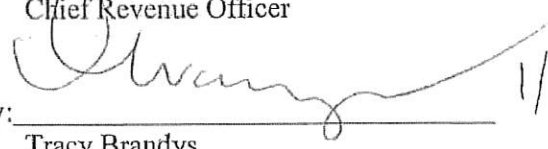
CBS Radio Stations Inc.

By: 
Robert E. Philips
Chief Revenue Officer

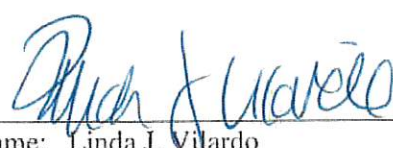
By:  1/26/17
Tracy Brandys
SVP, Market Manager/Director of Sales

CBS Radio WLIF, Inc.

By: 
Robert E. Philips
Chief Revenue Officer

By:  1/26/17
Tracy Brandys
SVP, Market Manager/Director of Sales

Radio One, Inc.

By: 
Name: Linda J. Vilardo
Title: Executive Vice President

**SCHEDULE 4
PAYMENT SCHEDULE**

For Years 1 and 2 of the Term (May 1, 2015 – April 30, 2017), Programmer shall pay to CBS an annual license fee of [REDACTED] payable in monthly installments of [REDACTED] each, which shall be due and payable in advance on the first day of each month.

For Years 3, 4 and 5 of the Term (May 1, 2017 – April 30, 2020), Programmer shall pay to CBS an annual license fee of [REDACTED] payable in monthly installments of [REDACTED] each, which shall be due and payable in advance on the first day of each month.

Payments of all amounts due under this Schedule 4 shall be prorated on a daily basis for any partial month of this Agreement.