

SECOND AMENDMENT TO TIME BROKERAGE AGREEMENT
(HD2 HD CHANNEL – FM Translator)

THIS SECOND AMENDMENT to Time Brokerage Agreement (this “*Second Amendment*”) is made and entered into as of December 10, 2019, by and between Entercom Maryland, LLC (“*Entercom*”), as successor-in-interest to CBS Radio Stations, Inc. and CBS Radio WLIF, Inc., and Urban One, Inc., formerly known as Radio One, Inc., a Delaware corporation (“*Programmer*”).

WHEREAS, Entercom and Programmer are parties to that certain Time Brokerage Agreement dated as of April 20, 2015, as amended by that certain First Amendment to Time Brokerage Agreement dated February 3, 2017 (together, the “*Agreement*”). The current Term of the Agreement expires as of April 30, 2020; and

WHEREAS, Entercom and Programmer have agreed to modify the obligations under the Agreement to extend the Term for an additional three (3) years and to modify the payment obligations in accordance with this Second Amendment.

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. Amendment.

(a) Section 1.6 of the Agreement, as amended, 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, 2023.”

(b) Schedule 4 (Payment Schedule) shall be replaced in its entirety with a new Schedule 4, attached hereto, effective as of May 1, 2020.

2. Counterparts. This Second 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 on and the same fully executed instrument.

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

4. Binding Effect. This Second 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 Agreement.

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

URBAN ONE, INC.

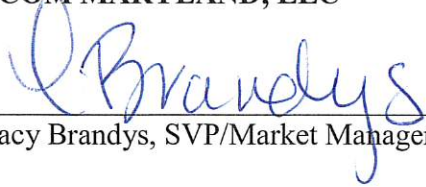


By: _____

Name: Karen Wishart

Title: EVP and CAO

ENTERCOM MARYLAND, LLC



By: _____
Tracy Brandys, SVP/Market Manager

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 Two Hundred Fifty Thousand Dollars (\$250,000.00), payable in monthly installments of Twenty Thousand Eight Hundred Thirty-Three Dollars (\$20,833.00) 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 Two Hundred Thousand Dollars (\$200,000.00), payable in monthly installments of Sixteen Thousand Six Hundred Sixty-Six and 66/100 Dollars (\$16,666.66) each, which shall be due and payable in advance on the first day of each month.

For years 6, 7, and 8 of the Term (May 1, 2020 – April 30, 2023), Programmer shall pay to Entercom an annual license fee of Two Hundred Thousand Dollars (\$200,000.00), payable in monthly installments of Sixteen Thousand Six Hundred Sixty-Six and 66/100 Dollars (\$16,666.66) 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.