

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

THIS THIRD AMENDMENT to Time Brokerage Agreement (this “*Third Amendment*”) is made and entered into as of April 20, 2021 (the “*Effective Date*”), by and between Audacy Maryland, LLC (formerly known as Entercom Maryland, LLC), a Delaware limited liability company (“*Audacy*”), 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, Audacy 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 and Second Amendment to Time Brokerage Agreement dated December 10, 2019 (together, the “*Agreement*”).

WHEREAS, in connection with a transaction involving certain of Audacy’s affiliates and Programmer, the parties have agreed to amend certain terms of the Agreement.

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) Translator Agreement. The reference to the Translator Agreement in the Agreement is hereby replaced with the Translator Rebroadcast Agreement and HD Time Brokerage Agreement dated October 1, 2020 by and among Hope Christian Church of Marlton, Inc., Audacy, and Entercom License, LLC (now Audacy License, LLC).

(b) Tower Consortium Lease. The reference to the Tower Consortium Lease in the Agreement is hereby replaced with the License Agreement dated November 16, 2017 by and among Television Tower, Inc. and Entercom Maryland, LLC (now Audacy Maryland, LLC) (as successor interests to CBS Radio Stations Inc.), as amended on April 2020, May 15, 2020 and as may be amended from time to time in the future. The parties hereto acknowledge and agree that, notwithstanding anything to the contrary in the Agreement, that Audacy is no longer affiliated with CBS Corporation in any manner.

(c) Term. Section 1.6 of the Agreement 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 September 30, 2026. Programmer shall have the right to renew this Agreement for one (1) additional term of five (5) years (the “*Renewal Term*”) upon providing Audacy with written notice at least ninety (90) days prior to the expiration of the Term.”

(d) Payments. Schedule 4 (Payment Schedule) shall be replaced in its entirety with a new Schedule 4, attached hereto, effective as of the Effective Date.

2. Notice Address. From and after the Effective Date, notices to Audacy pursuant to the Agreement will only be sent to the following addresses:

If to AUDACY: Audacy Maryland, LLC
 1423 Clarkview Road
 Suite 100
 Baltimore, Maryland 21209
 Attn: SVP/Market Manager

With a copy to: Audacy Maryland, LLC
 2400 Market Street, 4th Floor
 Philadelphia, PA 19103
 Attention: Legal Department - Baltimore

3. Counterparts; Electronic Exchange of Signatures. This Third 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. The parties agree to accept and rely on electronic signatures and/or electronically transmitted signed documents as if they bore original signatures and shall be legally binding on both parties.

4. 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.

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

6. Capitalized Terms. Capitalized terms not defined herein shall have the meaning set forth in the Agreement.


[signature page follows]

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

URBAN ONE, INC.

By: _____
Peter D. Thompson
Executive Vice President and CFO

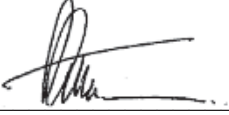
AUDACY MARYLAND, LLC

By: 

Andrew P. Sutor, IV
Executive Vice President

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

URBAN ONE, INC.

By: 

Peter D. Thompson
Executive Vice President and CFO

AUDACY MARYLAND, LLC

By: _____
Andrew P. Sutor, IV
Executive Vice President

**SCHEDULE 4
PAYMENT SCHEDULE**

