

FIRST AMENDMENT
TO TIME BROKERAGE AGREEMENT

THIS FIRST AMENDMENT TO TIME BROKERAGE AGREEMENT ("*First Amendment*") is made as of the 7th day of September, 2014, by and among Bell Broadcasting Company, a Michigan corporation ("*Programmer*"), on the one hand, and WGPR, Inc., a Michigan corporation ("*WGPR*"), on the other hand. Programmer and WGPR are collectively referred to herein as the "*Parties*."

RECITALS

WHEREAS, entered into that certain Time Brokerage Agreement dated as of October 20, 2011 (the "*Time Brokerage Agreement*").

WHEREAS, pursuant to the Time Brokerage Agreement the Parties agreed to an initial agreement term beginning as of the Commencement Date of October 20, 2011 and continuing until December 31, 2014, with Programmer having two successive 1-year options for a 4th year and a 5th year that, if exercised, would extend the Term until December 31, 2015 and December 31, 2016, respectively; and

WHEREAS, the Parties desire to amend the Time Brokerage Agreement to provide for the exercise of both of Programmer's 1-year options, and, in addition, to extend the Term of the Time Brokerage Agreement by an additional three (3) year period, through December 31, 2019.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual promises, covenants and agreements of the parties set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Agreement Term. The Agreement Term set forth in Section 1 of the Time Brokerage Agreement is hereby amended and restated in its entirety as follows:

1. Agreement Term. The term of this Agreement (the "*Term*") will begin on the date hereof (the "*Commencement Date*") and continue until December 31, 2019.

2. Notice. Programmer's addresses as set forth in the Section 22 of the Time Brokerage Agreement is hereby amended and restated in its entirety as follows:

if to Programmer: Bell Broadcasting Company
3250 Franklin
Detroit, MI 48207
Attention: VP/General Manager
Facsimile: (313) 259-7130

with a copy (which shall not constitute notice) to: c/o Radio One, Inc.
1010 Wayne Avenue
Silver Spring, Maryland 20910
Attn: General Counsel
Facsimile: (301) 628-5540

3. Schedule 7 - Payments. Paragraph (A) of Schedule 7 to the Time Brokerage Agreement is hereby amended and restated in its entirety as follows:

4. Miscellaneous.

(a) The Time Brokerage Agreement as amended hereby by this First Amendment shall be binding upon and inure to the benefit of WGPR and Programmer and their respective successors and permitted assigns.

(b) WGPR and Programmer each represent and warrant to the other that the person signing this First Amendment on its respective behalf has the requisite authority and power to do so, and to thereby bind the party on whose behalf such person is signing.

(c) This First Amendment may be executed in a number of identical counterparts which, taken together, shall constitute collectively one (1) agreement.

(d) Except as herein expressly modified, all terms, conditions and provisions of the Time Brokerage Agreement, other than clauses that as a result of the passage of time and/or events are no longer applicable, shall remain in full force and effect.

(e) The Time Brokerage Agreement, as amended by this First Amendment, contains and embodies the entire agreement of the parties hereto, and no representations, inducements or agreements, oral or otherwise, between the parties relating to the subject matter hereof not contained in the Time Brokerage Agreement or this First Amendment shall be of any force or effect. This First Amendment and the Time Brokerage Agreement may be modified or terminated only by an agreement in writing signed by the party against whom enforcement of the waiver, modification or termination is sought.

[signature page follows]

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed by their respective duly authorized representatives, each as of the date first above written.

BELL BROADCASTING COMPANY
a Michigan corporation

By: ACQ III

Its: _____

WGPR, INC.
a Michigan corporation

By: Sam Doy

Its: President