

**AMENDMENT TO
ASSET PURCHASE AGREEMENT**

THIS AMENDMENT TO ASSET PURCHASE AGREEMENT (this "Amendment") is made as of the 17 day of April 2015, by and among Ricardo Espinosa, an individual ("Espinosa"), Norsan Consulting and Management, LLC, a Georgia limited liability company ("Norsan"), and, together with Espinosa, "Sellers") and Hodges Media, LLC, a Tennessee limited liability company ("Buyer").

RECITALS

A. Buyer and Sellers entered into a certain Asset Purchase Agreement, dated as of March __, 2015 (the "Asset Purchase Agreement"), pursuant to which Buyer will purchase and acquire from the Sellers, certain assets of radio broadcast Station WKGN(AM), Knoxville, Tennessee (Facility ID Number 68146) (the "Station"), described in more detail and all under the terms and conditions described in the Asset Purchase Agreement. Capitalized terms used in this Amendment and not otherwise defined herein shall have the same meanings given to them in the Asset Purchase Agreement.

B. Buyer and Sellers desire to amend the Asset Purchase Agreement to reflect certain changes thereto arising in connection with the purchase of the Tangible Personal Property by Buyer on April 6, 2015.

TERMS OF AGREEMENT

NOW, THEREFORE, in consideration of the terms, conditions, covenants and agreements set forth herein, the parties agree as follows:

1. The second sentence of Section 8(k) of the Asset Purchase Agreement shall be deleted in its entirety, and the following two sentences shall be substituted in its place:

Buyer has inspected the Tangible Personal Property on April 6, 2015 (the "Inspection Date") and designated certain items as "operational" on the attached Schedule 2. All items of Tangible Personal Property designated as "operational" on Schedule 2 shall be in at least the same operating condition at the Closing as they were on the Inspection Date. All other items of Tangible Personal Property are in "as-is" condition as of the date of this Agreement and such other items will be sold to Buyer in "as-is" condition at the Closing.

2. A new subsection shall be added at the end of Section 10 (Espinosa's and Norsan's General Covenants) of the Asset Purchase Agreement, as follows:

(f) if requested by Buyer prior to or at Closing, remove from the Station's transmitter site dispose of and clear the space occupied by the mobile home/storage trailer currently located at the site, along with any appurtenant structures (stairways, ramps, etc.), at Espinosa's and Norsan's expense (this covenant shall survive the Closing).

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3. A new subsection shall be added at the end of Section 14 (Closing Deliveries) of the Asset Purchase Agreement, as follows:

(d) Norsan and Espinosa shall deliver to Buyer a cashier's or certified check payable to Buyer in the amount of Three Thousand Five Hundred Dollars (\$3,500) as complete compensation to Buyer for the cost Buyer anticipates it will incur after Closing to repair or replace certain items of Tangible Personal Property that are being sold in "as-is" condition to Buyer at the Closing.

4. Except as expressly amended hereby, the Asset Purchase Agreement shall remain unmodified and shall continue in full force and effect in accordance with its terms. In the event of a conflict between the terms and conditions of the Asset Purchase Agreement and those of this Amendment, this Amendment shall control.

5. This Amendment may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

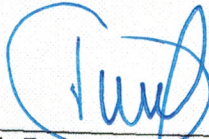
[SIGNATURES ON THE NEXT PAGE]

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IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their duly authorized signatories, all as of the day and year first above written.

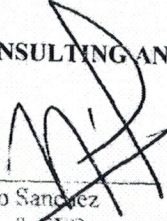
ESPINOSA:



Ricardo Espinosa, Individual

NORSAN:

NORSAN CONSULTING AND MANAGEMENT, LLC



By: _____
Name: Neuherto Sanchez
Title: Chairman & CEO

BUYER:

HODGES AGENCY, LLC

By: _____
Name: Nathan A. Hodges
Title: Managing Member

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their duly authorized signatories, all as of the day and year first above written.

ESPINOSA:

Ricardo Espinosa, Individual

NORSAN:

NORSAN CONSULTING AND MANAGEMENT, LLC

By: _____
Name: Norberto Sanchez
Title: Chairman & CEO

BUYER:

HODGES MEDIA, LLC

By: Nathan A. Hodges
Name: Nathan A. Hodges
Title: Managing Member

SCHEDULE 2

TANGIBLE PERSONAL PROPERTY

Land and Transmitter Tower (operational)
Transmitter Building (operational)
Modular Office Building
Paved Parking (operational)
Storage Trailer

Programming Area

1. wood desk
2. black leather rolling desk chair
3. fire barstool
4. red rolling chair

Production Room

5. writing desk
6. brown rolling chair
7. silver boom box
8. computer tower
9. router(d-link), modem (smc Comcast), ATT box (tan) (operational)
10. HP laser jet printer/scanner
11. Gray end table
12. Monitor/keyboard black
13. Phone
14. Vacuum-Bissell
15. Fire extinguisher
16. Foot stool (red)

Bathroom

17. Hot water heater (operational)

Transmitter Room

18. File cabinet (4 drawer- orange)
19. Shop vac
20. Time puncher
21. Black desk
22. Microwave

23. Space heater
24. Copier (Ricoh FT3813)
25. Storage shelves
26. Large desk/shelves
27. File cabinet (4 drawer- orange)
28. Fire extinguisher
29. Brown rolling chair
30. Wooden chair with no cushion
31. Small brown cd rack
32. Two metal tripods
33. Misc. computer items
34. Phillips TV
35. Large filling cabinet (brown), misc. equipment inside
36. Brother fax machine
37. amplitude modulation monitor, Type 1931-A, Serial #2612
38. Belar amplitude modulation monior (operational)
39. RCA processor model 222 (operational)
40. Orban broadcast audio processor – 9400 digital optimod AM (operational)
41. Sage digital endec (operational)
42. AFC3 Receivers (operational)
43. Standard Global Vu- Satellite Band (operational)
44. RCA equipment rack (operational)
45. Harris 1000 watt MWI transmitter (operational)
46. RCA 1000 watt BTA IR transmitter (operational)
47. Phone
48. Misc. radio equipment on #26
49. Kenwood double cassette deck
50. Rabbit ear antenna

Studio

51. Fan
52. Fire barstool
53. Large broadcast desk
54. Black fabric rolling chair
55. Pavilion cpu monitor
56. Dell cpu monitor flat (operational)
57. Simian automation software (operational)
58. 3 microphone arms
59. 2 broadcast mics (operational)
60. Pop filter
61. Brother printer
62. Computer tower- Gateway Media Center 832 GM (operational)
63. APC hard drive (operational)

- 64. Matchbox HD Amp (two) (operational)
- 65. Symetrix amp (operational)
- 66. 2 keyboards
- 67. 2 cd decks
- 68. Black rack
- 69. Sentry 100A studio monitor (operational)
- 70. Audiotronics, inc. sound board (operational)
- 71. Avaya phone
- 72. Small silver boom box
- 73. Multiple cords, cables, surge protectors (operational)

Storage Container

- 74. Amp
- 75. Large metal desk
- 76. Six foot table
- 77. Brother printer
- 78. Small sound board
- 79. Misc. cable boxes
- 80. 2 large wooden boxes

Outside

- 81. Satellite dish
- 82. antenna