

## **AMENDMENT TO TIME BROKERAGE AGREEMENT**

This AMENDMENT TO TIME BROKERAGE AGREEMENT is entered into as of the last date set forth below (this "Amendment"), by and between Earth Radio Broadcasting, LLC (the "Programmer") and Davidson Media Group, LLC ("Davidson").

WHEREAS, Programmer and Davidson have entered into that certain Time Brokerage Agreement dated February 4, 2013 (the "TBA"); and

WHEREAS, the parties hereto desire to enter into this Amendment in order to amend the Time Brokerage Agreement as provided herein;

NOW, THEREFORE, in consideration of mutual promises and covenants contained herein and the TBA, and for other good and valuable consideration, the receipt and sufficiency of which is herein acknowledged, Programmer and Davidson agree as follows:

1. Section 4 of the TBA is hereby amended to read as follows:

4. Option to Purchase: During the Initial Term of the Agreement Programmer shall, subject to the conditions stated herein, have the option to purchase the station and all licenses, contracts, real property and improvements thereon, towers, transmitters, equipment and other assets used in or incident to the operation of the Station ("Station Assets") for \$1,000,000.00 (One Million and No/100 Dollars) payable in cash or certified funds at closing (hereinafter called the "Option"). The closing of purchase and sale of the station shall be on or before thirty (30) days after the notice of intent to exercise the Option as provided herein. The closing shall be held at the offices of the attorney of the Programmer in Greenville, South Carolina, or at such other place as shall be mutually agreeable to the parties.

At closing and with the payment of the Purchase Price by Programmer as herein provided, Davidson shall deliver to the Programmer fully and properly executed bills of sale, assignments and warranty deeds conveying to Programmer good, marketable, fee simple title to the Station Assets, free of all liens and encumbrances of any kind or nature whatsoever.

If during the Term hereof Davidson receives a bona fide offer from a third party to purchase the Station Assets, or any part thereof, which is acceptable to Davidson (hereinafter called an "Offer"), Davidson shall promptly notify Programmer in writing of such Offer and of the terms and conditions thereof. Programmer shall be prohibited from exercising the Option, and Programmer shall have ten (10) days from the date of such

notice to notify Davidson in writing of its intent to: match the Offer; enter into an Asset Purchase Agreement; and make a deposit of 10% of the purchase price in earnest money.

If Programmer fails to so notify Davidson of its intent to match an Offer within ten (10) days after notice of the Offer, or if Programmer notifies Davidson in writing that Programmer does not elect to acquire the Station Assets upon such terms and conditions, then both the Option and option to match such Offer shall be terminated, and Davidson may sell the Station Assets at any time thereafter.

2. Schedule A to the TBA is hereby amended to read as follows:

During the term of this Agreement, Programmer shall pay to Davidson, as consideration for the airtime made available pursuant to the Agreement, as follows:

For the month of September 2013:	\$25,000
For the month of October 2013:	\$30,000
For the month of November 2013:	\$35,000
For the month of December 2013:	\$35,000
For the month of January 2014:	\$40,000
For the month of February 2014:	\$40,000
For the month of March 2014:	\$40,000
For the month of April 2014:	\$50,000
For the month of May 2014:	\$50,000
For the month of June 2014:	\$50,000
For the month of July 2014:	\$60,000
For the month of August 2014:	\$55,000

Davidson will provide Programmer exclusive use of one on air studio, one production studio, and two office spaces at 226 S. Pleasantburg Drive, Suite B3, Greenville, SC 29607. Should there be a renewal, Davidson and Programmer agree that they shall put forth best efforts to work out mutually agreed upon lease rate for the same or similar space.

MONTHLY PAYMENTS. With the exception of the amount owed for September 2013, which shall be due within three (3) business days after the effective date of the Amendment, Programmer shall pay the amount owed for each month by the 25th day of the prior month. In the event that payment is not received as outlined in this section, Programmer shall be charged a finance charge of 12.0% A.P.R. on any past due balances and shall be considered to be in material breach of its obligations.

3. This Amendment may be executed in several counterparts (including by facsimile), each of which shall be deemed an original, but each of such counterparts shall constitute but one and the same agreement.

4. Except as specifically set forth in this Amendment, the TBA shall continue and remain in full force and effect, unmodified in any respect whatsoever.

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment, effective as of the last date below written.

**DAVIDSON:**

Date: Chris McMurray 8-30-13

By: Chris McMurray

Chris McMurray, President  
Davidson Media Group, LLC

**PROGRAMMER:**

Date: 8-30-13

By: H.C. Mayo III V.P.

Robert Nations, President  
Earth Radio Broadcasting, LLC