

EXTENSION OF TIME BROKERAGE AGREEMENT

This Extension of TIME BROKERAGE AGREEMENT (this "Extension") is dated March 31, 2015, by and between GHB Radio, Inc., a North Carolina corporation ("GRI"), and WEAM Quality Radio Corporation, a North Carolina corporation ("Quality") (GRI and Quality being hereinafter referred to singularly and collectively as "Licensee"), and Norberto Sanchez (or his successor or assigns) ("Programmer").

RECITALS:

A. GRI owns and operates certain assets used in connection with the business and operations of radio station WBLO (AM), Thomasville, North Carolina, FCC Facility Id. No. 54552 ("WBLO"), and holds certain Federal Communications Commission ("FCC") licenses, permits and other authorizations used in the operation of WBLO ("WBLO FCC Licenses"), as identified in Exhibit A hereto.

B. Quality owns and operates certain assets used in connection with the business and operations of radio station WIST-FM, Thomasville, North Carolina, FCC Facility Id. No. 27123 ("WIST-FM"), and holds certain FCC licenses, permits and other authorizations used in the operation of WIST-FM ("WIST-FM FCC Licenses"), as identified in Exhibit B hereto.

C. GRI and Quality are under common ownership and control.

D. Licensee and Programmer previously entered into a Time Brokerage Agreement dated May 24, 2010 (the "TBA") pursuant to which Programmer provides programming for WBLO and WIST-FM (each singularly a "Station" and both collectively the "Stations") that is in conformity with the Communications Act of 1934, as amended, and the rules and written policies promulgated or adopted by the FCC (collectively, "FCC Requirements") and all other local, county, state and federal laws and regulations (collectively, with FCC Requirements, "Laws"), the Licensee's policies and procedures, and the provisions hereof.

E. The TBA granted to Programmer an option to purchase certain assets used in the operation of the Stations and to be assigned the WBLO FCC Licenses and the WIST-FM FCC Licenses, in accordance with the provisions of the TBA.

F. Licensee and Programmer wish to extend the term of the TBA for an additional five years, subject to all of the same terms, conditions, and provisions of the TBA, except as otherwise provided below.

AGREEMENTS:

NOW, THEREFORE, in consideration of the above recitals and mutual promises and covenants contained herein, the parties, intending to be legally bound, agree as follows:

1. Extension of TBA.

a. Licensee and Programmer hereby extend, for an additional five years, the period of time during which the TBA shall be in effect (the "Extended Term"). The Extended Term shall



commence, with respect to both Stations, as of 12:01 a.m., North Carolina time, on July 1, 2015 (the "Effective Date"). Unless sooner terminated, the Term shall end at 12:01 a.m. North Carolina time on the fifth anniversary of the Effective Date (i.e., on July 1, 2020).

b. There will be no more extensions of the Term of the TBA after the expiration of the Extended Term or any termination prior to the end of the Extended Term.

2. Terms, Conditions and Provisions of TBA.

a. This Extension will not require another Initial Payment as was provided in Section 1.4(a) of the TBA.

b. The payment of Time Brokerage Fees during the Extended Term will be as set forth in Section 1.4(b) and Section 1.6 of the TBA, and in the Modified Exhibit C attached hereto.

c. Exhibit D of the TBA is hereby deleted.

d. Except as specifically set forth in Paragraphs 1.a and 2.a-c above, all of the other terms, conditions, and provisions of the TBA (including the Exhibits thereto and the provisions of those Exhibits) remain in full force and effect, unmodified in any respect whatsoever, for the Extended Term. For sake of clarity, all provisions regarding the Option to Purchase (Section 8.1, Exhibit C Paragraphs 1 and 2, and Exhibit E of the TBA) remain in full force and effect, unmodified in any respect whatsoever, for the Extended Term.

3. Miscellaneous. This Extension, combined with the TBA, constitutes the entire agreement and understanding of the parties hereto with respect to the subject matter hereof. Any conflict between this Extension and the original TBA shall be governed by this Extension. This Extension may be executed and delivered in one or more original, facsimile, or PDF counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

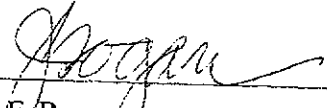
[END OF PAGE. SIGNATURES FOLLOW.]

IN WITNESS WHEREOF, this Extension has been executed by the Parties hereto as of the date first above written.

LICENSEE:

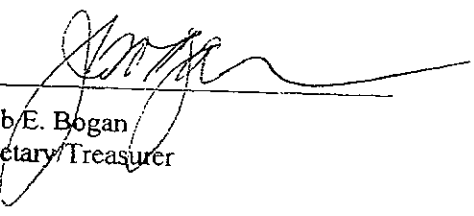
GHB RADIO, INC.

By: _____


Jacob E. Bogan
Secretary/Treasurer

WEAM QUALITY RADIO CORPORATION

By: _____


Jacob E. Bogan
Secretary/Treasurer

PROGRAMMER:

NORBERTO SANCHEZ

By: _____


Norberto Sanchez

MODIFIED EXHIBIT C

MONTHLY TIME BROKERAGE FEE

1. The monthly Time Brokerage Fee for the first year of the Extended Term shall be [REDACTED] and shall increase by [REDACTED] each year of the Extended Term. Thus, the monthly Time Brokerage Fee shall be (a) [REDACTED] per month during the first year of the Extended Term; (b) [REDACTED] per month during the second year of the Extended Term; (c) [REDACTED] per month during the third year of the Extended Term; (d) [REDACTED] per month during the fourth year of the Extended Term; and (e) [REDACTED] per month during the fifth year of the Extended Term. [REDACTED] of each monthly Time Brokerage Fee paid by Programmer during the Extended Term shall be credited toward the Purchase Price of the Stations in the event Programmer exercises the Option provided in Section 8.1 of the Agreement, provided, however, that no portion of the monthly Time Brokerage Fees paid during the Extended Term shall be refunded or credited to Programmer in the event Programmer fails to exercise the Option provided in Section 8.1 of the Agreement or, having exercised the Option, fails to consummate the purchase of the Stations from the Licensee for any reason other than a breach or default of the Licensee under the Purchase Agreement.

2. Thirty-three percent (33%) of each monthly Time Brokerage Fee shall be allocated as payment for the time purchased to broadcast Programmer's programming on WBLO and sixty-seven percent (67%) of each monthly Time Brokerage Fee shall be allocated as payment for the time purchased to broadcast Programmer's programming on WIST-FM. In the event Licensee fails to make the airtime on either of the Stations available for the broadcast of programming supplied by Programmer, other than pursuant to Sections 1.3(b), 3.2 and 4.1 of this Agreement, the portion of the Time Brokerage Fee allocated to that Station for the month in question shall be reduced on a pro rate basis to compensate Programmer for such failure.