

**FIRST AMENDMENT
TO
TIME BROKERAGE AGREEMENT**

This First Amendment to Time Brokerage Agreement (this "Amendment"), dated as of September 30, 2014 (the "First Amendment Effective Date"), is made by and between WESTBURG BROADCASTING ALABAMA, LLC, a Washington limited liability company ("Licensee") and BROADSOUTH COMMUNICATIONS, INC., an Alabama corporation ("BroadSouth"). Each of Licensee and BroadSouth may be referred to individually as a "Party" and collectively as the "Parties".

Background

A. The Parties entered into that certain Time Brokerage Agreement dated as of October 1, 2013 (the "Agreement") pursuant to which BroadSouth is providing programming to be broadcast on the following radio stations: (i) Radio Station WINL-FM (98.5) licensed to Linden, Alabama, FCC Facility Id. No. 54538; (ii) Radio Station WZNJ-FM (106.5) licensed to Demopolis, Alabama, FCC Facility Id. No. 61424; and (iii) Radio Station WXAL-AM (1400) licensed to Demopolis, Alabama, FCC Facility Id. No. 61425 (collectively, the "Stations").

B. The Parties desire to amend the Agreement to lower the fee payable by BroadSouth to Licensee, to extend the term, and as otherwise provided in this Amendment.

Agreement

In consideration of the premises and the agreements, provisions and covenants herein contained, the Parties hereto agree as follows:

1. Background and Defined Terms. The recitals in the Background above are incorporated herein for all purposes. Capitalized terms used herein without definition shall have the same meanings herein as set forth in the License Agreement.
2. Amendments. The Parties agree to amend the Agreement as follows:
 - (a) *Time Brokerage Fee.* The Time Brokerage Fee, as set forth in Section 1 thereof, is reduced to \$2,000.00 per month effective as of October 1, 2014.
 - (b) *Term.* The Term of the Agreement, as set forth in Section 3 thereof, is extended to December 31, 2014, unless earlier terminated in accordance with Section 8 of the Agreement.
3. Miscellaneous. Except as expressly modified by this Amendment, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth therein and are hereby ratified and confirmed. In the event of a conflict between the terms and conditions of the Agreement and the terms and conditions of this Amendment, the terms and conditions of this Amendment shall prevail. The execution, delivery and performance of this Amendment shall not constitute a waiver of any provision of, or operate as a waiver of any right or remedy of either Party under the Agreement. This Amendment may not be modified or rescinded except in a writing signed by the Parties. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

In witness whereof and intending to be legally bound hereby, the Parties have executed this First Amendment to Time Brokerage Agreement as of the First Amendment Effective Date.

Licensee

WESTBURG BROADCASTING ALABAMA, LLC

By: John H. Weller

Name: John H. Weller

Title: Manager

BroadSouth

BROADSOUTH COMMUNICATIONS, INC.

By: _____

Name: _____

Title: _____

In witness whereof and intending to be legally bound hereby, the Parties have executed this First Amendment to Time Brokerage Agreement as of the First Amendment Effective Date.

Licensee

WESTBURG BROADCASTING ALABAMA, LLC

By: _____

Name: _____

Title: _____

BroadSouth

BROADSOUTH COMMUNICATIONS, INC.

By:  _____

Name: James M. Reynolds

Title: President