

**FIRST AMENDMENT TO
ASSET PURCHASE AGREEMENT**

THIS FIRST AMENDMENT is made effective as of April 19, 2011, by and among Barry Telecommunications, Inc., a Florida not-for-profit corporation ("Seller"), Barry University, Inc., a Florida not-for-profit corporation ("Barry University"), Classical South Florida, Inc., a Florida not-for-profit corporation ("Buyer").

W I T N E S S E T H:

WHEREAS, Seller, Barry University and Buyer are parties to that certain Asset Purchase Agreement dated as of April 20, 2010 (the "Agreement") pursuant to which Seller has agreed to sell to Buyer and Buyer has agreed to buy from Seller the Station; and

WHEREAS, Seller, Barry University and Buyer desire to amend the Agreement upon the terms and conditions herein contained.

NOW, THEREFORE, in the consideration of the premises, mutual covenants and promises hereinafter set forth, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Capitalized terms not otherwise defined herein have the meaning ascribed by the Agreement.

2. Section 13.1.2 of the Agreement is deleted in its entirety and replaced with the following:

"13.1.2 Buyer, by written notice of termination delivered to Seller, if (a) the Closing has not occurred prior to the second anniversary of the execution of this Agreement, or (b) the FCC designates the application contemplated by Section 5.1 for an evidentiary hearing; or"

3. Section 13.1.3 of the Agreement is deleted in its entirety and replaced with the following:

"13.1.3 Seller, by written notice of termination delivered to Buyer, if (a) the Closing has not occurred prior to the second anniversary of the execution of this Agreement, or (b) the FCC designates the application contemplated by Section 5.1 for an evidentiary hearing; or"

4. This First Amendment may be executed in separate counterparts, none of which need contain the signatures of all parties, each of which shall be deemed to be an original, and all of which taken together constitute one and the same instrument.

5. Except as otherwise provided in this First Amendment, all terms and provisions of the Agreement are hereby ratified and shall remain in full force and effect without modification.

IN WITNESS WHEREOF each of the parties hereto has executed this First Amendment, or has caused this First Amendment to be duly executed and delivered in its name on its behalf all as of the day and year first above written.

BARRY TELECOMMUNICATIONS, INC.

By: Sister Linda Bevilacqua
Name: Sister Linda Bevilacqua
Title: Chairman

BARRY UNIVERSITY, INC.

By: Sister Linda Bevilacqua
Name: Sister Linda Bevilacqua
Title: President

CLASSICAL SOUTH FLORIDA, INC

By: Douglas Evans
Name: Douglas Evans
Title: Vice-President and General Manager

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