

SECOND AMENDMENT TO ASSET PURCHASE AGREEMENT

This SECOND AMENDMENT TO ASSET PURCHASE AGREEMENT (this "Second Amendment") to that Asset Purchase Agreement dated as of July ³¹, 2014, as amended by the First Amendment to Asset Purchase Agreement dated as of March 6, 2013, (the "Agreement") by and between Houston Christian Broadcasters, Inc. ("Seller") and Cox Radio, Inc. ("Buyer"), is made and effective as of even date herewith.

Buyer and Seller, intending to be bound legally, agree as follows:

1. Purchase Price. Section 2 of the Agreement is hereby amended to state that the Purchase Price shall be Three Hundred Fifty Thousand Dollars (\$350,000).
2. Upset Date. Section 9.1(c) of the Agreement is hereby deleted in its entirety and Section 9.2(c) of the Agreement is hereby deleted in its entirety and replace with the following:
 - (c) Upset Date. If the Closing shall not have occurred by February 1, 2015.
3. Fees and Expenses. Section 11.2 is hereby amended to delete the last sentence in its entirety and replace it with the following:

At Closing, the parties shall pay to Media Services Group a commission in the amount of Twenty Two Thousand Five Hundred Dollars (\$22,500). Buyer and Seller shall each pay one half (½) of the commission (*i.e.*, Eleven Thousand Two Hundred Fifty Dollars (\$11,250) each).

In addition, the first sentence of Section 3.8 of the Agreement and the first sentence of Section 4.4 of the Agreement are both hereby amended to state that the commission shall be Twenty Two Thousand Five Hundred Dollars (\$22,500) and that Buyer and Seller shall each pay one half (½) of such commission.

4. Miscellaneous. This Second Amendment shall be a legally valid and binding agreement enforceable in accordance with its terms upon its execution by Buyer and Seller (in any number of counterparts). Except as modified by the express terms of this Second Amendment, all provisions of the Agreement shall remain in full force and effect, and in the event of a conflict between the provisions of this Second Amendment and the provisions of the Agreement, the provisions of this Second Amendment shall control. Any reference to the Agreement shall be deemed to be a reference to the Agreement as amended in accordance herewith. All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

[The rest of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Second Amendment as of the day and year first above written.

HOUSTON CHRISTIAN BROADCASTERS, INC.

By: 
Name: Bruce Munsterman
Title: President

COX RADIO, INC

By: 
Name: Dan Lawrie
Title: Vice President & General Manager