

**AMENDMENT TO
ASSET PURCHASE AGREEMENT**

This **AMENDMENT TO ASSET PURCHASE AGREEMENT** (this "Amendment") is entered into as of the 19th day of February, 2014, by and between NEW AGE COMMUNICATIONS, INC., a North Carolina corporation ("Seller"), and TRIANGLE MARKETING ASSOCIATES, INC., a North Carolina corporation ("Buyer").

WHEREAS, Seller and Buyer are parties to an Asset Purchase Agreement dated as of January 3, 2014 (the "APA"); and

WHEREAS, Seller and Buyer desire to amend the APA to delete references to the Facilities and Services Agreement as set forth in this Amendment.

NOW, THEREFORE, in consideration of the premises, and of the mutual promises and covenants contained herein and in the APA and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and wishing to be legally bound hereby, Seller and Buyer agree to amend the APA as follows:

1. Section 1.2(g) (Excluded Assets) of the APA is hereby deleted and replaced with the following:

“(g) all studio and office equipment currently used in connection with the Station and located at 3012 Highwoods Boulevard, Raleigh, NC (provided however, that on or before Closing, Seller shall provide Buyer with mutually acceptable replacement studio and office equipment for the operation of the Station at a new location in total value not to exceed Fifty Thousand Dollars (\$50,000.00) and such replacement equipment shall be deemed Station Assets hereunder.)”

2. Section 6.5 (Facilities and Services Agreement) of the APA is hereby deleted.

3. Section 7.7 (Facilities and Services Agreement) of the APA is hereby deleted

4. Except as expressly modified herein, the APA shall continue to be, and shall remain, in full force and effect. All references to the APA in any other documents, agreements, instruments and certificates shall be deemed to refer to the APA as amended by this Amendment, whether or not such document, agreement, instrument or certificate refers to this Amendment. This Amendment shall be governed, construed, and enforced in accordance with the laws of the North Carolina. This Amendment shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

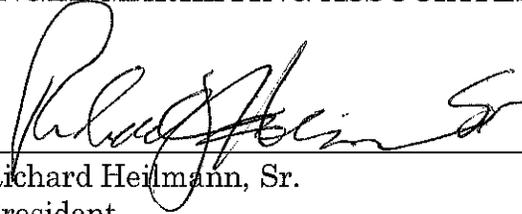
5. This Amendment may be executed by facsimile or E-Mail (PDF) transmission and in counterparts, each of which shall constitute an original but together will constitute a single document.

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, the parties have duly executed this Amendment as of the date first above written.

BUYER:

TRIANGLE MARKETING ASSOCIATES, INC.

By: 
Richard Heilmann, Sr.
President

SELLER:

NEW AGE COMMUNICATIONS, INC.

By: 
Donald W. Curtis
President