

JOINT SALES AGREEMENT

This **JOINT SALES AGREEMENT** (this "Agreement") is dated as of September 1, 2014 (the "Effective Date"), by and between AVC Communications, Inc. ("Broker") and W. Grant Hafley ("Licensee").

WHEREAS, Licensee owns and operates radio stations WBNV(FM), Barnesville, Ohio (FCC Facility ID No. 70553) and WWKC(FM), Caldwell, Ohio (the "Stations"), pursuant to licenses, permits, and authorizations issued by the Federal Communications Commission ("FCC");

WHEREAS, Broker is experienced in radio advertising sales; and

WHEREAS, Licensee desires to sell and Broker desires to purchase the Stations' commercial advertising time inventory in bulk for the purpose of reselling such inventory on a retail basis, in conformity with the Communications Act of 1934, as amended, together with the rules, regulations, and policies promulgated thereunder by the FCC, as in effect from time to time (collectively, the "Communications Act").

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

SECTION 1. SCOPE

1.1 **Bulk Advertising Sale.** Commencing upon the date hereof, Broker shall have the exclusive right to resell the advertising time on the Station to third parties. Licensee and Broker shall mutually agree in advance as to the timing and length of breaks in the programming of the Stations in which commercial advertising sold by Broker (the "Advertising") may be placed on the Stations ("Avails"). The Avails inventory may be changed, from time to time, upon the mutual agreement and written consent of both parties. Licensee shall air, subject to the review and preemption rights stated herein, the material contained in the Advertising, and Licensee shall not sell commercial advertising or air time on the Stations, except as otherwise allowed herein. Licensee shall not enter into any other joint sales agreement, sales representations agreement, time brokerage agreement, local marketing agreement, or other similar agreement relating to the Stations with any other person or entity.

1.2 **Advertising Policies.** Broker shall take commercially reasonable steps to insure that the content of all advertising placed on the Stations shall comply with applicable federal, state and local regulations and policies. Licensee shall have the right to preempt any Advertising or Avails to present program material of greater local or national importance. Licensee may reject any Advertising if Licensee reasonably determines that the broadcast of such material would violate applicable laws or would otherwise be contrary to the public interest. Licensee shall notify Broker as far in advance as possible of any such rejection, preemption, or rescheduling, providing as much detail as appropriate under the circumstances so that Broker can seek to address Licensee's concerns. In the event that the parties are unable to resolve such issues in a manner satisfactory to each, Broker shall attempt in good faith to provide an alternative or replacement advertisement sufficiently in advance of the scheduled broadcast to permit its use by Licensee, and, in any event, Licensee shall cooperate with Broker in efforts to fulfill commitments to advertisers.

1.3 Control of Station. Notwithstanding anything to the contrary in this Agreement, Broker and Licensee acknowledge and agree that Licensee shall maintain ultimate control and authority over the Stations, including specifically control and authority over the Stations's finances, personnel and programming. Decisions regarding the program format of the Stations, including the presentation of news, information, public service messages and other program content, shall remain the sole and exclusive province and responsibility of Licensee. Licensee shall continue to have full authority and control over all operational respects of the Stations, shall respond to any telephone calls or other inquiries relating to the Stations's operation, to be responsible for the assessment of the needs and interests of the community and the broadcast of programs responsive to such needs and interests. In addition, Licensee shall insure that all programming continues to meet all Federal, state, and local laws, including those that govern political broadcast time, presentation of lottery material, proper sponsor identification, and other programming in the public interest. Broker shall not represent, warrant or hold itself out as the Stations's licensee. Except with respect to the sale of Advertising to be broadcast on the Stations pursuant to the terms and subject to the conditions of Section 1.1, Broker shall not enter into any third-party contracts, leases or agreements that will bind Licensee in any way without Licensee's prior written approval.

SECTION 2. RIGHTS AND RESPONSIBILITIES OF BROKER

2.1 Advertising Sales. In accordance with Paragraphs 49 and 50 of FCC Report and Order No. FCC 07-217, Broker shall not discriminate in any contract for advertising on the Stations on the basis of race or gender, and all such contracts shall be evaluated, negotiated and completed without regard to race or gender. Broker shall include a clause to such effect in all contracts for advertising on the Stations, and if requested shall provide written confirmation of compliance with such requirement.

2.2 Cooperation. Broker shall cooperate with Licensee to assist Licensee in complying with the provisions of the Communications Act regarding political advertising. Broker shall supply such information promptly to Licensee as may be necessary to comply with the public inspection file, lowest unit rate, equal opportunities, reasonable access, and any other programming requirement of the Communications Act that are applicable to the Stations. If the Stations fail to meet their political time obligations under the Communications Act based on the Advertising, then to the extent reasonably necessary to enable Licensee to cause the Stations to comply with its political time obligations, Broker shall release Avails to Licensee; provided, however, that all revenues realized by Licensee from the sale of such advertising time shall be subject to the terms of revenue sharing set forth in Attachment A hereto.

2.3 Broker Staff. Broker shall maintain its own staff whose function shall be to sell Advertising to be broadcast on the Stations, and to produce Advertising on behalf of advertisers. Broker shall be solely responsible for housing its employees, setting their compensation levels and supervising their activities.

SECTION 3. RIGHTS AND RESPONSIBILITIES OF LICENSEE

3.1 Compliance with Laws. Licensee shall bear responsibility for the Stations's compliance with all applicable provisions of the Communications Act. Licensee shall file in a

timely and complete manner all reports and applications required to be filed with the FCC or any other governmental body. Licensee shall maintain a main studio, as that term is defined by the FCC, and a local public inspection file to the extent required by the Communications Act.

3.2 Transmission Facilities. Licensee shall cause the Stations's transmission facility to be maintained at all times in accordance with good engineering practice and with all engineering requirements set forth in the Stations's FCC authorizations. Licensee shall maintain in effect sufficient policies of insurance insuring the assets and the business of the Stations. Licensee shall use, operate, and maintain all of the assets of the Stations in a reasonable manner. If any loss, damage, impairment, confiscation or condemnation of any of such assets occurs, Licensee shall repair, replace, or restore the assets to their prior condition as reasonably possible, and Licensee shall use the proceeds of any claim under any insurance policy solely to repair, replace or restore any of the assets that are lost, damaged, impaired or destroyed.

3.3 Licensee Staff. Licensee shall maintain its own staff whose function shall be to program and operate the Stations, scheduled the Advertising within the Avails, issue invoices and collect revenue resulting from broadcast of the Advertising.. Staffing levels shall be sufficient to meet all FCC requirements. Licensee shall be solely responsible for housing its employees and supervising their activities.

SECTION 4. FINANCIAL TERMS

4.1 Sales Expenses. Broker shall be responsible for any expenses incurred in the sale of the Advertising, including but not limited to, sales expenses and commissions (excluding commissions to advertising agencies and the like), and Broker shall employ and be responsible for the salaries, commission, taxes, insurance and all other related expenses for personnel it employs to perform its obligations under this Agreement. Such payments by Broker shall be known as "Sales Expenses."

4.2 Programming and Operating Expenses. Licensee shall be solely responsible for and shall pay in a timely manner all costs of programming and operating the Stations, including costs of acquiring, creating, and broadcasting programming the Stations, maintaining the transmission facility, the costs of electricity and other utilities, rental payments, taxes, and the salaries, taxes, insurance, and related costs for all personnel and consultants employed by Licensee (the "Programming and Operating Expenses").

4.3 Consideration. In return for the advertising time on the station conveyed to Broker pursuant to this Agreement, the parties shall share the revenues collected as a result of broadcast of the Advertising on the Stations as set forth in Attachment A hereto.

4.4 Access to Information. Broker shall furnish to Licensee upon request any information that is reasonably necessary to enable Licensee to prepare any records or reports required by the FCC or other governmental entities.

4.5 Confidentiality. Licensee shall keep confidential any information obtained from Broker in connection with this Agreement, except as and to the extent required by law.

SECTION 5. TERMINATION

This Agreement may be terminated as follows:

(a) by written notice of either party to the other, if this Agreement has been declared invalid or illegal in whole or substantial part by an order or decree of an administrative agency or court of competent jurisdiction and such order is fully effective and is not subject to a stay; or

(b) by written notice of either party to the other, if there has been a change in the Communications Act or the rules, regulations or policies of the FCC that causes this Agreement to be in violation thereof and such change is fully effective and not subject to a stay; or

(c) by written notice of either party to the other, if the terminating party is not then in material breach and the other party is in material breach under this Agreement and has failed to cure such breach within thirty (30) days after receiving notice of breach from the terminating party;

(d) upon the sale of the Stations's assets, including assignment of the Stations's FCC license (after approval by the FCC) by Licensee to Broker or an entity controlled by Broker; or

(e) upon the mutual consent of both parties.

SECTION 6. MISCELLANEOUS

6.1 Fees and Expenses. Except as otherwise provided in this Agreement, each party shall pay its own expenses incurred in connection with the authorization, preparation, execution, and performance of this Agreement, including all fees and expenses of counsel, accountants, agents, and representatives, and each party shall be responsible for all fees or commissions payable to any finder, broker, advisor, or similar person retained by or on behalf of such party.

6.2 Notices. All notices, demands, and requests required or permitted to be given under the provisions of this Agreement shall be (a) in writing, (b) sent by facsimile (with receipt personally confirmed by telephone), delivered by personal delivery, or sent by commercial delivery service or registered or certified mail, return receipt requested, (c) deemed to have been given on the date of personal delivery or the date set forth in the records of the delivery service or on the return receipt, and (d) addressed as follows:

If to Licensee: W. Grant Hafley
P. O. Box 3820
Cottonwood, Arizona 86326
928-301-5121
Email: grant@myradioplace.com

If to Taughannock: Joel Losego
President
AVC Communications, Inc.
4988 Skyline Drive
Cambridge, OH 43725

740-432-5605
Email: jlosego@yourradioplace.com

or to any other or additional persons and addresses as the parties may from time to time designate in a writing delivered in accordance with this Section.

6.3 Benefit and Binding Effect. Neither party hereto may assign this Agreement without the prior written consent of the other party hereto; provided, however, that either party freely may assign its rights, duties and obligations under this Agreement to any entity controlled by or under common control with such party. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

6.4 Waiver of Compliance; Consents. Except as otherwise provided in this Agreement, any failure of either of the parties to comply with any obligation, representation, warranty, covenant, agreement, or condition herein may be waived by the party entitled to the benefits thereof only by a written instrument signed by the party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, representation, warranty, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. Whenever this Agreement requires or permits consent by or on behalf of any party hereto, such consent shall be given in writing in a manner consistent with the requirements for a waiver of compliance as set forth in this Section.

6.5 Attorneys' Fees. In the event of a default by either party which results in a lawsuit or other proceeding for any remedy available under this Agreement, the prevailing party shall be entitled to reimbursement from the other party of its reasonable legal fees and expenses.

6.6 Governing Law. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Ohio (without regard to the choice of law provisions thereof) and, as applicable, the Communications Act.

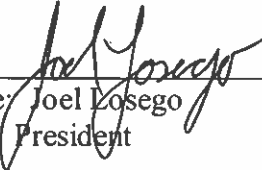
6.7 Headings. The headings in this Agreement are included for ease of reference only and shall not control or affect the meaning or construction of the provisions of this Agreement.

6.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which together shall evidence one instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed original counterpart. This Agreement, together with the Attachment(s) expressly contemplated hereby and attached hereto, constitutes the entire agreement and understanding of the parties with respect to its subject matter and supersedes all oral communications and prior writings with respect thereto.

[Remainder of page intentionally blank; signature page follows.]

IN WITNESS WHEREOF, this Agreement has been executed by Broker and Licensee on the date first written above.

AVC Communications, Inc.

By: 
Name: Joel Josego
Title: President

W. Grant Hafley

By: 

ATTACHMENT A
COMPENSATION

All revenue collected from broadcast of the Advertising on the Station shall be shared equally (50/50) between Broker and Licensee.