

**JOINT ACTION OF THE MEMBERS AND THE MANAGERS
OF
VILCOM INTERACTIVE MEDIA, LLC
WITHOUT MEETING FORMALLY CONVENED**

The undersigned, being all of the Members of VilCom Interactive Media, LLC, a North Carolina limited liability company (the "Company"), and all of the Managers of the Company, hereby waive notice and formal convening of a meeting of the Members and Managers and adopt the following resolutions by their written consent hereto:

WHEREAS, the undersigned desire for the Company to (i) redeem (the "Redemption") all of the Units (as defined in the VilCom Interactive Media, LLC Second Amended and Restated Operating Agreement dated February 24, 2012, (the "Operating Agreement")) in the Company (the "Redeemed Interests") owned by Barry Leffler ("Leffler") pursuant to a Settlement, Redemption, Release and Unit Purchase Agreement by and among Leffler, James A. Heavner ("Heavner") and the Company in the form attached hereto as Exhibit A (the "Agreement"), and (ii) issue 4,000 Class A Units of the Company to Heavner (the "Issued Units") pursuant to the Agreement (the "Issuance").

WHEREAS, the Company and the Members desire to (i) waive any and all transfer restrictions, options and/or rights of first refusal they may have, if any, in and to the Redeemed Interests or the Issued Units (including, without limitation, any rights to the Redeemed Interests or the Issued Units under the Operating Agreement) and (ii) consent to the Agreement and the Redemption and Issuance.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Company and the Members hereby waive any and all transfer restrictions, options and/or rights of first refusal they may have in and to the Redeemed Interests or the Issued Units (including, without limitation, any and all rights to the Redeemed Interests or the Issued Units, if any, under the Operating Agreement), provided, however, that such waiver shall be void in the event the Company and Leffler fail to close the Redemption for any reason whatsoever; and further

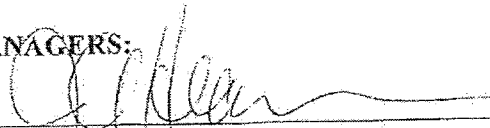
RESOLVED, that the Agreement and the Redemption and Issuance are hereby approved; and further

RESOLVED, that the Managers of the Company be, and hereby are, authorized, directed and empowered in the name and on behalf of the Company, now or in the future, to take all such further action, perform such further duties and execute and deliver or file such additional agreements, documents, applications, instruments, certificates and limited liability company papers in connection with or relating to or contemplated by the Agreement or as such Manager may otherwise deem necessary or desirable in order to accomplish the purpose and intent of the foregoing resolutions, the taking of such action, the performance of such duties and the execution and delivery of such agreements, documents, applications, instruments, certificates or limited liability company papers to be conclusive with regard to such necessity or desirability; and further


RESOLVED, that this Joint Action of the Members and Managers may be executed in one or more counterparts and/or by facsimile or .pdf signatures.

Effective the 16th day of January, 2014.

MANAGERS:




James A. Heavner




Barry Leffler

CLASS A MEMBERS:

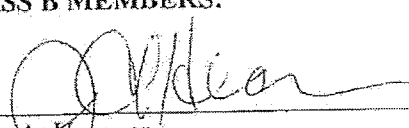


James A. Heavner



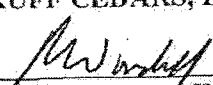
Barry Leffler

CLASS B MEMBERS:



James A. Heavner

WOODRUFF CEDARS, LLC

By: 

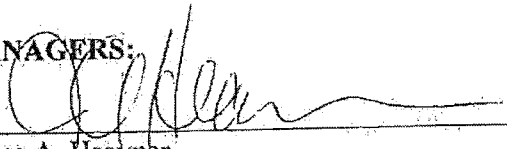
Robert E. Woodruff, Manager


Edward Holmes

RESOLVED, that this Joint Action of the Members and Managers may be executed in one or more counterparts and/or by facsimile or pdf signatures.

Effective the 16th day of January, 2014.

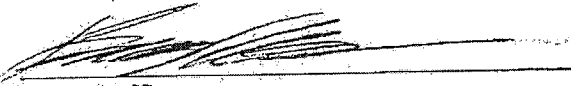
MANAGERS:


James A. Heavner

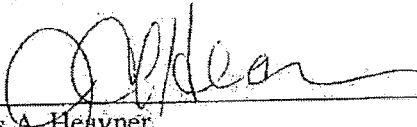

Barry Leffler

CLASS A MEMBERS:


James A. Heavner


Barry Leffler

CLASS B MEMBERS:


James A. Heavner

WOODRUFF CEDARS, LLC

By: _____
Robert E. Woodruff, Manager

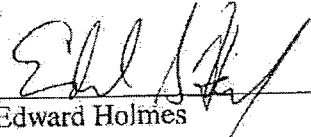

Edward Holmes

EXHIBIT A
REDEMPTION AGREEMENT

[See Attachment]

SETTLEMENT, REDEMPTION, RELEASE AND UNIT PURCHASE AGREEMENT

THIS SETTLEMENT, REDEMPTION, RELEASE AND UNIT PURCHASE AGREEMENT (this "**Agreement**"), is made this 16th day of January, 2014, by and among Barry Leffler, a resident of North Carolina ("**Leffler**"), James A. Heavner, a resident of North Carolina ("**Heavner**"), and VilCom Interactive Media, LLC, a North Carolina limited liability company ("**VIM**").

VilCom, LLC, a North Carolina limited liability company and an affiliate of VIM ("**VilCom**"), joins this Agreement as a signatory hereof in such capacity as indicated for purpose of the releases granted under Paragraph 8 of this Agreement and the representations made in Paragraph 10 of this Agreement.

WITNESSETH:

WHEREAS, Leffler desires to terminate his relationship with VIM, and Leffler and VIM desire to confirm and evidence such termination and settle and release any dispute or claim as may directly or indirectly arise from or relate to the former relationship between them and the termination thereof;

WHEREAS, Leffler is the owner of 4,000 Class A Units of VIM (the "**Units**") which Units constitute the entirety of the interests of any nature owned or claimed to be owned by Leffler in VIM;

WHEREAS, VIM desires to purchase and redeem, and Leffler desires to sell, the Units pursuant to the terms and provisions of this Agreement thereby terminating in any and all respects all interests of any nature whatsoever owned or claimed to be owned by Leffler in respect to VIM;

WHEREAS, Leffler desires to repay in full, and VIM desires to accept such payment for, all amounts outstanding under the Leffler Notes (as defined below);

WHEREAS, Leffler desires and intends to comprehensively release VIM, and VIM desires and intends to comprehensively release Leffler, in respect to any and all claims and obligations as may exist between them, except such rights, benefits, and claims which expressly accrue under or pursuant to this Agreement; and

WHEREAS, immediately following the redemption of the Units from Leffler, Heavner desires to purchase from VIM, and VIM desires to issue to Heavner, 4,000 Class A Units of VIM pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the respective parties agree as follows:

1. Redemption of Units. Effective on the Closing Date (as defined below), VIM hereby purchases and redeems from Leffler, and Leffler hereby sells and assigns to VIM, the

Units, free and clear of all liabilities, obligations, liens, security interests and other encumbrances. The purchase price for the Units is One Hundred Twenty Five Thousand (\$125,000.00) (the "**Purchase Price**"). The Purchase Price shall be payable by VIM to Leffler in cash or immediately available funds on the the Closing Date. The closing of the sale of the Units (the "**Leffler Closing**") shall take place at the offices of VIM on the date two (2) business days following the date the FCC Approval (as defined below) is received by VIM (the "**Closing Date**"). The parties shall use their best efforts to obtain approval from the Federal Communications Commission to the redemption of the Units as contemplated hereby ("**FCC Approval**") as soon as practicable following the date hereof.

2. Pay-Off of Promissory Notes. On the Closing Date, Leffler shall repay all amounts outstanding under (i) that certain Promissory Note dated September 1, 2012 executed by Leffler in favor of VIM with \$80,000.00 in outstanding principal and accrued interest as of the Closing Date, and (ii) that certain Promissory Note dated April 1, 2013 executed by Leffler in favor of VIM with \$45,000.00 in outstanding principal and accrued interest as of the Closing Date (collectively, the "**Leffler Notes**"). Leffler and VIM hereby acknowledge and agree that the aggregate amount of \$125,000.00 reflects the entire outstanding principal and interest due and payable as of the Closing Date with respect to the Leffler Notes. On the Closing Date, VIM shall deliver the original Leffler Notes to Leffler marked cancelled and paid in full.

3. Leffler Tax Distribution. Leffler shall be entitled to his pro rata portion of any distributions made by VIM for the payment of taxes by its members for the calendar year ended December 31, 2013 and for the period of 2014 through the Closing Date in accordance with the terms of that certain Second Amended and Restated Operating Agreement of VIM dated February 24, 2012 (the "**Operating Agreement**").

4. Leffler Resignation and Withdrawal. At the Leffler Closing, Leffler shall resign and withdraw from all positions he holds or may hold with respect to VIM, including as a member, manager, officer, employee and/or agent of VIM, effective as of the Closing Date. Following the Leffler Closing, Leffler shall not be considered a Member under or a party to the Operating Agreement, and shall have no rights or obligations under the Operating Agreement.

5. Payments and Benefits to Leffler. As additional consideration for this Agreement, VIM paid Leffler the amount of \$20,800 on December 31, 2013, and VIM agrees to provide the following additional payments and benefits to Leffler: (i) pay Leffler the amount of \$500.00 on or before January 10, 2014, as his regular car allowance; and (ii) continue and pay for Leffler and his family's existing benefit coverages with VIM, including without limitation health, dental, vision, long-term disability and short-term disability, through February 28, 2014.

6. Transition Services. During the period from the Closing Date through and including January 28, 2014, Leffler shall provide transition and deal support services to VIM on an as needed and pre-arranged basis. The parties agree to work together in good faith to schedule the provision of such services so as not to interfere with Leffler's other scheduled commitments.

7. Purchase by Heavner. Effective on the Closing Date, immediately following and conditioned upon the Leffler Closing, Heavner hereby purchases from VIM and VIM hereby

issues to Heavner, 4,000 Class A Units of VIM (the "**Heavner Units**") in consideration of (i) cancellation of that certain promissory note dated February 24, 2012, executed by VIM in favor of Heavner in the original principal amount of \$83,333.00, pursuant to which the total amount of outstanding principal and accrued interest is \$89,691.00 (the "**VIM Note**"), and (ii) execution and delivery of a promissory note by Heavner in favor of VIM in the principal amount of \$35,309.00 (the "**Heavner Note**"). On the Closing Date, immediately following the Leffler Closing, Heavner shall deliver to VIM (i) the original VIM Note marked cancelled and paid in full, and (ii) the original Heavner Note executed by Heavner.

8. Mutual Releases. In consideration of the promises and covenants set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

a. Leffler hereby releases and forever irrevocably discharges the VIM Releasing Parties (as defined below) from any and all claims, demands, charges, lawsuits, debts, defenses, actions or causes of action, obligations, damages, sums of money, compensation, attorneys' fees, costs and expenses of suit, and any and all liabilities and obligations whatsoever or claims thereto (including, without limitation, any such claims connected with or relating to Leffler's relationship with and services to VIM and its affiliates or the termination of his positions therewith and any payments or distributions of any form or character whatsoever claimed to be payable to or for the benefit of Leffler by, on behalf of, through, or in respect to VIM or any affiliate or agent thereof in any jurisdiction by reason of any relationship or written or unwritten arrangement whatsoever), which Leffler had, now has or may have, whether known or unknown and whether the same be at law, in equity, or mixed, upon or by reason of any matter or cause whatsoever, with respect to any events, matters, or facts which occurred or existed prior to the date of execution of this Agreement, except exclusively such rights, benefits and claims of Leffler which expressly accrue pursuant to this Agreement and such rights, benefits and claims as are unwaivable as a matter of law. In furtherance of the foregoing release, Leffler covenants not to sue the parties released pursuant to this paragraph 8.a. or join with others who may sue on any claims intended to be released thereby and will return all monies to the payor thereof received by them and will indemnify and hold harmless the VIM Releasing Parties in the event of the breach of such covenant and furthermore each such released party shall be relieved of their obligations hereunder in the event of any such breach.

b. VIM, VilCom and the managers, members, directors, officers, employees, agents, affiliates, predecessors, successors and assigns thereof (collectively, the "**VIM Releasing Parties**") hereby release and forever irrevocably discharge Leffler and his heirs, predecessors, successors, agents, and representatives (the "**Leffler Released Parties**") from any and all claims, demands, charges, lawsuits, debts, defenses, actions or causes of action, obligations, damages, sums of money, compensation, attorneys' fees, costs and expenses of suit, and any and all liabilities and obligations of any nature whatsoever or claims thereto, which the VIM Releasing Parties, their predecessors, successors and assigns or any party claiming through them or on their behalf had, now has or may have, whether known or unknown and whether the same be at law, in equity, or mixed, upon or by reason of any matter or cause whatsoever, with respect to any events, matters, or facts which occurred or existed prior to the date of execution of this Agreement, except exclusively such rights, benefits and claims of the VIM Releasing Parties which expressly accrue pursuant to this Agreement and such rights, benefits and claims as are

unwaivable as a matter of law. In furtherance of the foregoing release, each of the VIM Releasing Parties covenants not to sue the parties released pursuant to this paragraph 8.b. or join with others who may sue on any claims intended to be released thereby and will return all monies to the payor thereof received by them and each will indemnify and hold harmless the Leffler Released Parties in the event of the breach of such covenant and furthermore each such released party shall be relieved of their obligations hereunder in the event of any such breach.

9. Certain Representations and Warranties of Leffler. Leffler hereby represents and warrants unto VIM and Heavner that the following are true and correct:

a. Ownership of Units. Leffler is the legal and beneficial owner of the Units and has good and valid title thereto. The Units constitute the entirety of any ownership interests which Leffler has or claims to have in respect of VIM.

b. Encumbrances on Units. The Units are sold, transferred and assigned free and clear of any security interest, lien, encumbrance, restriction or claim of any nature whatsoever except as may apply pursuant to the Operating Agreement and, accordingly, VIM will have acquired pursuant to this Agreement good and valid title to the Units, free of any security interest, lien, encumbrance, restriction or claim of any nature whatsoever subject to the Operating Agreement.

c. Authority. Leffler has not assigned any interest in any of the matters he has released under this Agreement and has full right, power, and authority to execute, deliver, and perform this Agreement. This Agreement constitutes a valid and legally binding agreement of Leffler, enforceable in accordance with its terms.

d. Negotiated Transaction. Leffler has bargained for and negotiated the consideration paid pursuant to this Agreement on his own behalf and through his legal counsel, and Leffler has fully evaluated (and is capable of such evaluation) the merits and sufficiency of the assignment and redemption of the Units in consideration for the payments received therefor and the other terms of the Agreement inuring to his benefit and acknowledges the sufficiency thereof.

10. Certain Representations and Warranties of VIM and VilCom. VIM and VilCom hereby represent and warrant unto Leffler and Heavner that the following is true and correct:

Neither VIM nor VilCom has assigned any interest in any of the matters it has released under this Agreement and each has full right, power, and authority to execute, deliver and perform this Agreement which has been duly authorized by all appropriate action by VIM and VilCom, and does not conflict with nor will result in a breach of the terms and conditions of, or constitute any default under, the articles of organization or operating agreement of VIM or VilCom or any judgment, decree, mortgage, agreement, contract or indenture to which VIM or VilCom is a party. This Agreement constitutes a valid and legally binding agreement of VIM and VilCom, enforceable in accordance with its terms.

11. Waiver of Transfer Restrictions under the Operating Agreement. The members of VIM have by separate instrument of even date herewith waived any transfer restrictions and/or options or rights of first refusal as may be applicable to the Units and may restrict the transfer

thereof or the issuance of the Heavner Units under the Operating Agreement; provided, however, that such waiver shall be void in the event that the parties fail to close under this Agreement for any reason whatsoever.

12. Tax Responsibility. Each of Leffler, Heavner and VIM acknowledge and agree that each of them (as the case may be) shall be responsible for, and hereby covenants to comply with, the timely reporting and payment of any tax as may be imposed on them by any jurisdiction in respect of the transactions provided for in this Agreement and shall indemnify and hold harmless the other party in all respects concerning such responsibility and covenants.

13. Confidentiality of Agreement. Each party hereto agrees that the terms and provisions of this Agreement are confidential and shall not be disclosed by them to third parties except as required to obtain the FCC Approval or as otherwise required by law. Notwithstanding the above, the parties hereto may reveal the terms and provisions of this Agreement to its members in the case of VIM and to members of his immediate family in the case of Leffler or Heavner, to the financial, accounting, legal and other advisors with whom VIM, Heavner or Leffler may consult for advice, provided that such persons agree to maintain the confidentiality of this Agreement with VIM, Heavner or Leffler (as the case may be) being responsible for the disclosure by such third parties. The terms of this Agreement may also be disclosed to applicable tax authorities to the extent necessary to the timely and accurate filing of tax returns with respect to the payments received hereunder.

14. Non-Disparagement. No party will disparage or seek to injure the reputation of any other party and in the case of an entity, the directors, officers, managers, shareholders, members, employees, agents, and representatives thereof.

15. Survival. All covenants, representations, warranties, releases and obligations contained in this Agreement shall survive the redemption of the Units under this Agreement.

16. Remedies. In the event litigation shall be necessary to enforce, interpret or rescind the provisions of this Agreement or any related matter, the prevailing party shall be entitled to recover from the adverse party, in addition to any other relief, the prevailing party's reasonable costs and expenses (including reasonable attorneys' fees) of such action.

17. Entire Agreement; Third Party Beneficiaries. This Agreement (including the recitals hereto which are a part hereof) sets forth the entire agreement between the parties with respect to the specific subject matter hereof and supersedes and cancels all prior or contemporaneous oral or written agreements and understandings between the parties with respect to the specific subject matter hereof. This Agreement fully and completely represents the voluntary and clear understanding of each of the parties with respect to the specific subject matter hereof in each case in exchange for valuable and sufficient consideration which a party was not otherwise entitled to receive. No provision of this Agreement is to be interpreted for or against any party because that party or its legal representative drafted such provision. Each party to this Agreement understands and agrees that the shareholders, directors, members, subsidiaries, affiliates, agents, representatives, heirs, successors, assigns and other related parties of each party being released hereunder are intended to be lawful third-party beneficiaries to this Agreement.

18. Binding Effect; Assignment. The Agreement shall be binding upon and inure to the benefit of each party hereto, and the predecessors, successors, assigns and legal representatives of the parties. No party hereto may assign any of their rights or delegate any of their duties under this Agreement without the prior written consent of the other party hereto.

19. Further Assurances. Each party hereto promises and agrees to execute and deliver any instruments and documents and to perform any acts which may be necessary or reasonably requested in order to give full effect to this Agreement and the transactions provided for herein.

20. Governing Law; Venue. This Agreement shall be performed in the State of North Carolina, and the validity, construction and enforcement of, and the remedies under, this Agreement shall be governed in accordance with the laws of the State of North Carolina without regard to any choice or conflict of laws principles of any jurisdiction. Except as specifically provided herein with respect to temporary or preliminary injunctive relief, any dispute arising under or relating to this Agreement shall be adjudicated by binding arbitration in Wake County, North Carolina, in accordance with the provisions herein. Notice of arbitration shall be provided to the non-complaining party in accordance with the notice provisions of this Agreement within ninety (90) days after the circumstances giving rise to the claim shall become known or knowable to the complaining party through reasonable diligence. Within ten (10) business days after delivery of such notice, the parties shall each select one arbitrator willing to serve and provide notice to the other party; and, within ten (10) business days after notice is provided of the first two arbitrators, those two arbitrators shall select a third arbitrator who shall serve as the lead arbitrator, and notify the parties. The parties shall exchange reasonable discovery requests within thirty (30) days following selection of the three arbitrators, with responses due thirty (30) days thereafter, and each party may conduct one (1) deposition within thirty (30) days after receipt of discovery responses. The arbitration shall occur at a mutually agreeable time and location within sixty (60) days after responses to discovery and depositions are due. The arbitrators may limit or allow discovery and shorten or extend deadlines in their discretion, may conduct hearings in advance of arbitration, and may award preliminary and/or permanent relief. The arbitrators will allow but not require briefs or memoranda. The arbitrators shall be authorized to make any decision or award allowed by law, including but not limited to any remedy provided by law or equity, and the decisions of the arbitrators shall be final and binding on all parties without right of appeal. Unless awarded by the arbitrators, the cost of arbitration shall be born equally by the parties except that each party shall pay the arbitrator that party selected. Notwithstanding the foregoing, any party may apply to any court of competent jurisdiction for temporary or preliminary relief necessary to avoid irreparable harm pending arbitration on the merits. Each party hereby irrevocably consents to jurisdiction and venue in the state and federal courts located in Wake County, North Carolina for the application and award of such temporary or preliminary relief.

21. No Admission of Liability or Wrongdoing. The Agreement will not be used or construed by any party as an admission of liability or finding that rights were in any way violated by parties who are being released hereunder, and this Agreement may not be offered or received in evidence in any action or proceeding as an admission of liability or wrongdoing on the part of parties who are being released hereunder.

22. Severability. Any provision of this Agreement that is determined by any court of competent jurisdiction to be invalid or unenforceable shall not affect the validity or enforceability of any other provision hereof or the invalid or unenforceable provision in any other situation or in any other jurisdiction. Any provision of this Agreement held invalid or unenforceable only in part or degree shall remain in full force and effect to the extent not held invalid or unenforceable.

23. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original. Any signatures received in facsimile or PDF format shall be deemed originals for all purposes and shall be binding on the parties.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

VIM:

VilCom Interactive Media, LLC

By: 

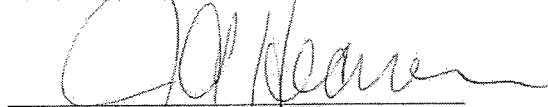
Name: James A. Heavner
Title: Manager

LEFFLER:



Barry Leffler

HEAVNER:



James A. Heavner

The following signatory executes this Agreement for the purpose of the releases granted by it under Paragraph 8 of this Agreement and the representations made in Paragraph 10 of this Agreement.

VILCOM:

VilCom, LLC

By: 

Name: James A. Heavner
Title: Manager