

LOCAL PROGRAMMING AND MARKETING AGREEMENT
AND
PURCHASE OPTION AGREEMENT

THIS LOCAL PROGRAMMING AND MARKETING AGREEMENT AND PURCHASE OPTION AGREEMENT (this "Agreement") is made as of December 22, 2014, among Access.1 Communications Corp.-NY, a New York corporation, and Access.1 Texas License Company, LLC, a Texas limited liability company (collectively, "Licensee"), and Alpha Media LLC, a Delaware limited liability company ("Programmer").

Recitals

A. Licensee owns and operates radio station KFRO(AM), Longview, Texas (FCC Facility ID No. 70455) (the "Station") pursuant to licenses issued by the Federal Communications Commission ("FCC").

B. Licensee desires to obtain programming for the Station, and Programmer desires to provide programming for broadcast on the Station on the terms set forth in this Agreement.

C. Licensee has agreed to grant Programmer an option to acquire all of Licensee's right, title and interest in, to and under the Station Assets (defined below) in accordance with the terms and conditions set forth herein.

Agreement

NOW, THEREFORE, taking the foregoing recitals into account and in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Term. The term of this Agreement (the "Term") will begin on January 1, 2015 (the "Commencement Date") and will continue until the date three (3) years thereafter, unless earlier terminated in accordance with the terms of this Agreement (or extended by mutual written agreement); and in the event of the exercise of the Purchase Option (defined below) by Programmer, the Term shall be extended to 12:01 a.m. on the Closing Date (defined below).

2. Programming. During the Term, Licensee shall make available to Programmer all of the airtime on the Station (including all of the primary and secondary program streams and ancillary uses) for programming provided by Programmer (the "Programs") for broadcast twenty-four (24) hours per day, seven (7) days per week, excluding, at Licensee's option, the period from 6:00 a.m. to 8:00 a.m. each Sunday morning (the "Broadcasting Period"). During the Term, Programmer will transmit the Programs to the Station's transmitting facilities and Licensee shall broadcast the Programs on the Station, subject to the provisions of Section 5 below.

3. Advertising and Accounts Receivable.

(a) During the Term, Programmer will be exclusively responsible for the sale of advertising on the Station and for the collection of accounts receivable arising therefrom, and Programmer shall be entitled to all revenue of the Station (including, without limitation, from the Station's websites, tower income and ancillary revenue). During the Term, Licensee shall not sell any advertising on the Station, except as provided by Section 6(b) below.

(b) On or within one (1) day after the Commencement Date, Licensee shall provide to Programmer a true and complete list of the Station's accounts receivable and any other rights to payment of cash consideration for goods or services sold or provided prior to the Commencement Date or otherwise arising during or attributable to any period prior to the Commencement Date (the "A/R") as of the Commencement Date and the aging thereof. During the ninety (90) day period following the Commencement Date (the "Collection Period"), Programmer shall use reasonable efforts to collect the A/R, consistent with its usual collection practices (but without obligation to institute legal proceedings or use any other extraordinary means of collection). Each payment received by Programmer that is not specifically designated in writing as a payment of a particular invoice or invoices shall be presumptively applied by Programmer to the A/R for such customer outstanding for the longest amount of time; provided, however, that if, after the Commencement Date, Programmer or Licensee receives a written notice of dispute from a customer with respect to an A/R that has not been resolved, then Programmer shall apply any payments from such customer to such customer's oldest, non-disputed A/R. On January 2, 2015, and every two weeks thereafter during the Collection Period, Programmer shall remit to Licensee all A/R collections received by Programmer as of such date. At the end of the Collection Period, Programmer shall return to Licensee any uncollected A/R, and Programmer shall have no further obligation with respect to the A/R.

4. Option Payment and LMA Fees.

(a) For the Purchase Option rights granted to Programmer under this Agreement, Programmer shall deliver to Licensee on the Commencement Date a payment in the amount of Two Thousand Dollars (\$2,000) ("Option Payment"). If the Purchase Option is exercised by Programmer, on the Closing Date, the Option Payment shall be applied to the Purchase Price (defined below).

(b) For the broadcast of the Programs and the other benefits made available to Programmer pursuant to this Agreement, during the Term, Programmer will pay Licensee as set forth on *Schedule A* attached hereto. To the extent reasonably necessary to perform this Agreement, during the Term, Licensee shall provide Programmer with the benefits of any of the Station's programming contracts and lease agreements, and Programmer shall perform the obligations of Licensee thereunder, to the extent of the benefits received.

5. Control.

(a) Notwithstanding anything to the contrary in this Agreement, Licensee shall retain ultimate control over the operation of the Station and over all persons working at the Station during the Term. Licensee shall bear responsibility for the Station's compliance with the rules, regulations and policies of the FCC and all other applicable laws. Without limiting the generality of the foregoing, Licensee will: (i) employ a manager for the Station, who will report

to Licensee and will direct the day-to-day operations of the Station, and who shall have no employment, consulting, or other relationship with Programmer, (ii) employ a second employee for the Station, who will report and be solely accountable to the manager (the “Licensee Employees”), and (iii) retain control over the policies, programming and operations of the Station.

(b) Nothing contained herein shall prevent Licensee from (i) rejecting or refusing programs which Licensee believes to be contrary to the public interest, or (ii) substituting programs which Licensee believes to be of greater local or national importance or which are designed to address the problems, needs and interests of the local communities. Licensee reserves the right to (x) refuse to broadcast any Program containing matter which violates any right of any third party, which constitutes a personal attack, or which does not meet the requirements of the rules, regulations, and policies of the FCC, (y) preempt any Program in the event of a local, state, or national emergency, or (z) delete any commercial announcements that do not comply with the requirements of the FCC’s sponsorship identification policy.

(c) Programmer shall cooperate with Licensee to ensure that EAS transmissions are properly performed in accordance with Licensee’s instructions. Each party shall deliver to the other a copy of any letters of complaint it receives with respect to the Station and Licensee shall include such letters in the Station’s public inspection files as appropriate.

6. Programs.

(a) Licensee acknowledges that it is familiar with the type of programming Programmer currently produces or licenses and has determined that the broadcast of such programming on the Station would serve the public interest. Programmer shall ensure that the contents of the Programs conform to all FCC rules, regulations and policies in all material respects. Programmer shall consult with Licensee in the selection of the Programs to ensure that the Programs’ content contains matters responsive to issues of public concern in the local communities, as those issues are made known to Programmer by Licensee. Licensee acknowledges that its right to broadcast the Programs is non-exclusive and that ownership of or license rights in the Programs shall be and remain vested in Programmer.

(b) Licensee shall oversee and take ultimate responsibility with respect to the provision of equal opportunities, lowest unit charge, and reasonable access to political candidates, and compliance with the political broadcast rules of the FCC. During the Term, Programmer shall cooperate with Licensee as Licensee complies with its political broadcast responsibilities, and shall supply such information promptly to Licensee as may be necessary to comply with the political broadcasting provisions of the FCC’s rules, the Communications Act of 1934, as amended, and federal election laws. Programmer shall release advertising availabilities to Licensee during the Broadcasting Period as necessary to permit Licensee to comply with the political broadcast rules of the FCC; provided, however, that revenue received by Licensee as a result of any such release of advertising time shall promptly be remitted to Programmer.

(c) During the Term, Licensee and Programmer will maintain music licenses with respect to the Station and the Programs, as appropriate.

7. Expenses. Licensee will pay for the Station's employees contemplated by Section 5(a), maintenance of all studio and transmitter equipment and all other operating costs required to be paid to maintain the Station's broadcast operations in accordance with FCC rules and policies and applicable law, and all utilities supplied to its main studio and transmitter sites (subject to reimbursement by Programmer as provided on *Schedule A*). The Licensee Employees will be responsible for the broadcast transmission of the Programs (once received at its transmitter site) and Licensee will be responsible for the salaries, taxes, insurance and related costs for the Licensee Employees (subject to reimbursement by Programmer as provided on *Schedule A*).

8. Employees. Programmer may employ certain personnel of Licensee, other than Licensee Employees.

9. Call Signs. During the Term, Licensee will retain all rights to the call letters of the Station or any other call letters which may be assigned by the FCC for use by the Station, and will ensure that proper station identification announcements are made with such call letters in accordance with FCC rules and regulations. Programmer shall include in the Programs an announcement at the beginning of each hour of such Programs to identify such call letters, as well as any other announcements required by the rules and regulations of the FCC. Programmer is authorized to use such call letters in its Programs and in any promotional material in any media used in connection with the Programs.

10. Maintenance. During the Term, Licensee shall maintain the operating power of the Station at the maximum level authorized by the FCC for the Station and shall repair and maintain the Station's towers and transmitter sites and equipment in good operating condition, ordinary wear and tear excepted.

11. Facilities. During the Term, Licensee shall provide Programmer access to and use of Licensee's studios and office facilities located in the Station's market for purposes of performing this Agreement. When on Licensee's premises, Programmer shall not act contrary to the terms of any lease for such premises or interfere with the business and operation of Licensee's use of such premises.

12. Representations. Programmer and Licensee each represent and warrant to the other that (a) it has the power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, (b) it is in good standing in the jurisdiction of its organization and is qualified to do business in all jurisdictions where the nature of its business requires such qualification, (c) it has duly authorized this Agreement, and this Agreement is binding upon it, and (d) the execution, delivery and performance by it of this Agreement does not conflict with, result in a breach of, or constitute a default or ground for termination under any material agreement to which it is a party or by which it is bound.

13. Option to Purchase Station.

(a) Grant of Option. For good and valuation consideration, Licensee hereby irrevocably grants to Programmer the exclusive option (the "Purchase Option") during the Term to acquire all of the tangible and intangible assets used or held for use in the operation of the

Station (whether now existing or hereafter acquired by Licensee) (the “Station Assets”), free and clear of liens, claims and encumbrances, upon payment of the Purchase Price due upon the consummation of the sale of the Station Assets to Programmer (the “Closing Date”).

(b) Method of Exercise and Exercise Period. The Purchase Option may be exercised by Programmer upon written notice to Licensee at any time during the period from 12:01 a.m. EST January 1, 2016 until 11:59 p.m. EST on December 31, 2017. The date upon which any notice of exercise of the Purchase Option is given hereunder shall be the “Exercise Date.”

(c) Purchase Agreement and Purchase Price. Within ten (10) business days after any such exercise of the Purchase Option, the parties hereto shall enter into an Asset Purchase Agreement, substantially in the form of the agreement attached hereto as *Exhibit A*, modified as appropriate to take into account the size and nature of the transaction as agreed to by the parties. The “Purchase Price” for the Station Assets shall be Fifteen Thousand Dollars (\$15,000), which amount shall be reduced by the Option Payment.

14. Events of Default.

(a) The occurrence of any of the following will be deemed an Event of Default by Programmer under this Agreement: (i) Programmer fails to observe or perform any obligation contained in this Agreement in any material respect; or (ii) Programmer breaches any representation or warranty made by it under this Agreement in any material respect.

(b) The occurrence of the following will be deemed an Event of Default by Licensee under this Agreement: (i) Licensee fails to observe or perform any obligation contained in this Agreement in any material respect; or (ii) Licensee breaches any representation or warranty made by it under this Agreement in any material respect.

(c) Notwithstanding the foregoing, an Event of Default will not be deemed to have occurred until fifteen (15) calendar days after the non-defaulting party has provided the defaulting party with written notice specifying the Event of Default and such Event of Default remains uncured. Upon the occurrence of an Event of Default, and in the absence of a timely cure pursuant to this Section 14, the non-defaulting party may terminate this Agreement, effective immediately upon written notice to the defaulting party.

15. Indemnification. Programmer shall indemnify and hold Licensee harmless against any and all liability arising from the broadcast of the Programs on the Station, including, without limitation, all liability for indecency, libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights or any other violation of third party rights or FCC rules or other applicable law. Licensee shall indemnify and hold Programmer harmless against any and all liability arising from the broadcast of Licensee’s programming on the Station, including, without limitation, all liability for indecency, libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights or any other violation of third party rights or FCC rules or other applicable law. The obligations under this Section 15 shall survive any termination of this Agreement.

16. Assignment. Neither party may assign this Agreement without the prior written consent of the other party hereto, not to be unreasonably withheld. The terms of this Agreement shall bind and inure to the benefit of the parties' respective successors and any permitted assigns, and no assignment shall relieve any party of any obligation or liability under this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the parties hereto and their successors and permitted assigns.

17. Severability. If any court or governmental authority holds any provision in this Agreement invalid, illegal or unenforceable under any applicable law, then so long as no party is deprived of the benefits of this Agreement in any material respect, this Agreement shall be construed with the invalid, illegal or unenforceable provision deleted and the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby. The obligations of the parties under this Agreement are subject to the rules, regulations and policies of the FCC and all other applicable laws. The parties agree that Licensee may file a copy of this Agreement with the FCC, and that Licensee shall place a copy of this Agreement in the Station's public inspection files.

18. Notices. Any notice pursuant to this Agreement shall be in writing and shall be deemed delivered on the date of personal delivery or confirmed facsimile transmission or confirmed delivery by a nationally recognized overnight courier service, or on the third (3rd) day after prepaid mailing by certified U.S. mail, return receipt requested, and shall be addressed as follows (or to such other address as any party may request by written notice):

if to Licensee, then to:

Access.1 Communications Corp.
112 West 34th Street, Suite 1401
New York, NY 10120
Attention: Chesley Maddox-Dorsey, CEO

with a copy (which shall not constitute notice to):

Rubin Winston Diercks Harris & Cooke LLP
1201 Connecticut Avenue NW, Suite 200
Washington DC 20036
Attention: James L. Winston

if to Programmer, then to:

Alpha Media LLC
1015 Eastman Drive
Bigfork, MT 59911
Attention: Larry Wilson, Chairman

with a copy (which shall not constitute notice to):

Alpha Media LLC
1211 SW 5th Avenue, Suite 750
Portland, OR 97204

Attention: Donna Heffner, CFO

with a copy (which shall not constitute notice to):

Wiley Rein LLP
1776 K Street NW
Washington, DC 20006
Attention: Kathleen A. Kirby

19. Miscellaneous. This Agreement may be executed in separate counterparts, each of which will be deemed an original and all of which together will constitute one and the same agreement. No amendment or waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of such amendment, waiver, or consent is sought. This Agreement is not intended to be, and shall not be construed as, an agreement to form a partnership, agency relationship, or joint venture between the parties. Neither party shall be authorized to act as an agent of or otherwise to represent the other party. The construction and performance of this Agreement shall be governed by the laws of the State of Delaware without giving effect to the choice of law provisions thereof. This Agreement (including the Schedule and Exhibit hereto) constitutes the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

20. Certifications. Licensee certifies that it maintains ultimate control over the Station's facilities including, specifically, control over the Station's finances, personnel and programming. Programmer certifies that this Agreement complies with the provisions of 47 C.F.R. Sections 73.3555(a) and (c).

[SIGNATURE PAGE FOLLOWS]

13814111.2

SIGNATURE PAGE TO
LOCAL PROGRAMMING AND MARKETING AGREEMENT AND PURCHASE OPTION
AGREEMENT

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first set forth above.

LICENSEE:

ACCESS.1 COMMUNICATIONS CORP.-NY

By: 

Name: Chesley Maddox-Dorsey

Title: Chief Executive Officer

ACCESS.1 TEXAS LICENSE COMPANY, LLC

By: 

Name: Chesley Maddox-Dorsey

Title: Chief Executive Officer

PROGRAMMER:

ALPHA MEDIA LLC

By: _____

Name: Lawrence R. Wilson

Title: Chairman

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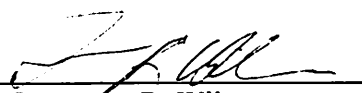
LICENSEE: ACCESS.1 COMMUNICATIONS CORP.-NY

By: _____
Name: Chesley Maddox-Dorsey
Title: Chief Executive Officer

ACCESS.1 TEXAS LICENSE COMPANY, LLC

By: _____
Name: Chesley Maddox-Dorsey
Title: Chief Executive Officer

PROGRAMMER: ALPHA MEDIA LLC

By:  _____
Name: Lawrence R. Wilson
Title: Chairman