

## **ENGAGEMENT AGREEMENT**

This ENGAGEMENT AGREEMENT (this “Agreement”) is entered into as of February 27, 2013, and is by and among Access.1 Communications Corp. (“Access.1 Corp.”), a Delaware corporation, Access.1 Louisiana Holding Company LLC (“Access.1 Louisiana”), a Louisiana limited liability company, and Access.1 Texas License Company LLC (“Access.1 Texas”), a Texas limited liability company (collectively “Access.1”), on the one hand, and Cosecha Communications LLC, a Delaware limited liability company, as trustee (the “Trustee”), on the other hand.

### **Recitals**

A. Access.1 Corp. is the parent company of Access.1 Communications Corp.-NY (“Access.1 NY”), which is the sole member of Access.1 Texas. Access.1 NY is also the sole member of Access.1 Communications-Shreveport LLC, which is the sole member of Access.1 Louisiana.

B. On February 4, 2013, Access.1 Corp. and each of its direct and indirect subsidiaries (collectively, the “Company”) entered into a letter agreement with certain lenders and related entities (collectively, the “Lenders” and other parties signatory thereto), pursuant to which the parties agreed to an out-of-court restructuring of the Company’s outstanding obligations under various loan and indebtedness and equity documents (the “Restructuring Agreement”).

C. On February 4, 2013, Access.1 Corp. entered into an agreement with the Lenders and other parties signatory thereto to provide for a change in certain rights and obligations of the stockholders of Access.1 Corp. with respect to the governance of Access.1 Corp. and the disposition of Access.1 Corp.’s shares (the “Stockholder Agreement” and, together with the Restructuring Agreement, the “Restructuring Transaction”). Pursuant to the rules of the Federal Communications Commission (“FCC”), consummation of the Restructuring Transaction will result in a transfer of control of Access.1 and will require prior FCC approval.

D. Access.1 Texas holds licenses from the FCC for seven (7) radio stations serving the Longview-Tyler, Texas Arbitron market (the “Longview Metro”), including KCUL-FM, Marshall, Texas (Facility ID 18263), and the attributable interests in each of those stations are grandfathered pursuant to Section 73.3555 Note 4 of the FCC’s rules.

E. Access.1 Louisiana holds licenses from the FCC for six (6) radio stations serving the Shreveport, Louisiana Arbitron market (the “Shreveport Metro” and, together with the Longview Metro, the “Metros”), including KSYR(FM), Benton, Louisiana (Facility ID 9681),

and the attributable interests in each of those stations are grandfathered pursuant to Section 73.3555 Note 4 of the FCC's rules.

F. To facilitate FCC approval of the transactions contemplated by the Restructuring Transaction, Access.1 desires to divest its interests in certain assets (the "Station Assets") used in the operation of KCUL-FM and KSYR(FM) (each a "Station" and collectively, the "Stations"), including the licenses and other authorizations issued by the FCC (the "FCC Licenses"), simultaneously with the consummation of the Restructuring Transaction, and thereby reduce the number of FM stations in which Access.1 will hold an attributable interest in the Metros.

G. The Trustee is prepared to acquire the Station Assets upon consummation of the Restructuring Transaction, to market those Station Assets for sale to an independent third party (or parties), and to operate the Stations for the benefit of Access.1 in the interim, all in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in view of the foregoing and the mutual promises and covenants contained herein, the parties hereby agree as follows:

### **Agreements**

**1. Terms and Conditions of Service.** The Trustee shall serve as the trustee of a trust to be known as the "Access.1 Station Trust," which shall be established pursuant to a trust agreement substantially in the form of Exhibit A appended hereto (the "Trust Agreement").

**2. FCC Application.** Within five (5) business days after the execution of this Agreement, the Trustee and Access.1 will prepare and file FCC Form 314 assignment applications (the "Applications") with the FCC seeking FCC consent to assign the FCC Licenses to the Trustee pursuant to the Trust Agreement. The parties will cooperate with each other to secure a grant of the Applications at the earliest practicable time.

**3. Acquisition of the Station Assets.** Following FCC approval of the assignment of the FCC Licenses contemplated by the Applications and simultaneously with the consummation of the transactions contemplated by the Restructuring Transaction, and provided that Access.1 has not terminated this Agreement pursuant to Section 7, Access.1 and the Trustee, on behalf of the Access.1 Station Trust, shall execute the Trust Agreement and consummate the assignment of the Station Assets, including the FCC Licenses, to the Trustee.

**4. Payment of Fees and Expenses.** Separate and apart from any reimbursement obligation under the Trust Agreement, Access.1 shall reimburse the Trustee for all reasonable professional fees and other expenses incurred by the Trustee which are reasonably necessary and appropriate to incur in the performance of its duties and obligations hereunder, not to exceed Fifteen Thousand Dollars (\$15,000) without Access.1's prior consent, which consent shall not be unreasonably withheld, conditioned or delayed. Any payment for reimbursement shall be made within (10) business days of a request therefor (which shall be supported by invoices or other supporting documentation).

**5. Trustee's Qualifications.** The Trustee hereby represents and warrants to Access.1 that it is and will be qualified under the Communications Act of 1934, as amended, and the FCC's rules and policies to acquire the FCC Licenses.

**6. Diversified Entities.** The parties acknowledge that utilizing a divestiture trust for the sale of the Station Assets provides an appropriate opportunity to contribute to diversity in the radio marketplace by making radio stations available for sale that otherwise would remain within the ownership of Access.1. To achieve that objective, the Trustee shall use commercially reasonable efforts to market the Station Assets for sale to entities owned or controlled by minorities and/or women (each a "Diversified Entity"). In the event that Trustee receives competing offers for the Station Assets from parties who are ready, willing and able to consummate the transaction, Trustee shall accept a Diversified Entity's offer for the Station Assets if and to the extent competing offers are otherwise equal in all material respects (as determined by Trustee in the exercise of its sole discretion).

**7. Access.1's Termination Rights.** Notwithstanding anything to the contrary contained herein, this Agreement, other than Access.1's obligations under Section 4 hereof, may be terminated by Access.1 at any time prior to the consummation of the assignment of the Station Assets to the Trustee pursuant to Section 3. Any termination of this Agreement by Access.1 under this section shall not affect Access.1's obligation to reimburse the Trustee for any professional fees and expenses incurred prior to the date of such termination under Section 4 hereof.

**8. Confidentiality.** The Trustee shall keep confidential all financial and other non-public information regarding the Stations and the Access.1 Station Trust and shall not disclose such information except (a) to the lawyers and advisers of Access.1 and the Access.1 Station Trust to the extent necessary to obtain an FCC grant of the Applications or otherwise to implement the terms of the Trust Agreement, (b) to a potential buyer of a Station who enters into a written nondisclosure agreement, or (c) as required by applicable law.

**9. Integration.** This Agreement and the documents referenced herein represent the entire understanding of the parties with respect to the subject matter hereof, supersede any and all prior and contemporaneous agreements and understandings, whether oral or written, with respect to the same subject matter, and may not be amended except by a document executed by the parties.

**10. Notices.** Any and all communications authorized or required by this Agreement shall be sent by hand, by facsimile (with written confirmation of receipt), or by overnight courier (charges prepaid) to the parties at the addresses and facsimile numbers set forth in the Trust Agreement annexed hereto.

**11. Governing Law.** This Agreement shall be governed by the laws of the State of New York without regard to its conflict of laws provisions.

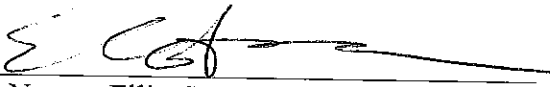
**12. Counterpart Signatures.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Facsimile or other electronically-delivered signature pages will be sufficient to make this Agreement legally binding.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO ENGAGEMENT AGREEMENT

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

COSECHA COMMUNICATIONS LLC, AS TRUSTEE

By:   
Name: Elliot B. Evers  
Title: Sole Member

ACCESS.1 COMMUNICATIONS CORP.

By: \_\_\_\_\_  
Name: Chesley Maddox-Dorsey  
Title: Chief Executive Officer

ACCESS.1 LOUISIANA HOLDING COMPANY LLC

By: \_\_\_\_\_  
Name: Chesley Maddox-Dorsey  
Title: Chief Executive Officer

ACCESS.1 TEXAS LICENSE COMPANY LLC

By: \_\_\_\_\_  
Name: Chesley Maddox-Dorsey  
Title: Chief Executive Officer


SIGNATURE PAGE TO ENGAGEMENT AGREEMENT

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

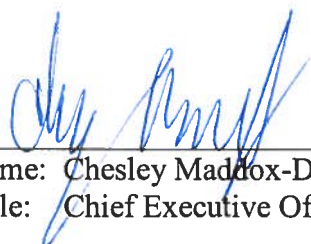
COSECHA COMMUNICATIONS LLC, AS TRUSTEE

By: \_\_\_\_\_  
Name: Elliot B. Evers  
Title: Sole Member

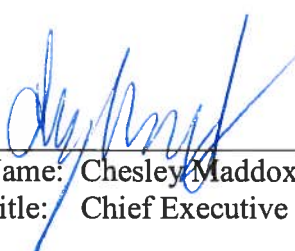
ACCESS.1 COMMUNICATIONS CORP.

By:  \_\_\_\_\_  
Name: Chesley Maddox-Dorsey  
Title: Chief Executive Officer

ACCESS.1 LOUISIANA HOLDING COMPANY LLC

By:  \_\_\_\_\_  
Name: Chesley Maddox-Dorsey  
Title: Chief Executive Officer

ACCESS.1 TEXAS LICENSE COMPANY LLC

By:  \_\_\_\_\_  
Name: Chesley Maddox-Dorsey  
Title: Chief Executive Officer