

AGREEMENT TO SHARE TIME

Preamble. This Agreement is made this 4th day of December, 2014, by and among Brown Student Radio ("BSR"), AS220 ("AS220") and Providence Community Radio ("PCR") (together "the Applicants" and each an "Applicant").

This Agreement is made in response to Federal Communications Commission ("FCC") Public Notice DA-14-132, released September 5, 2014, and is intended to result in an aggregation of the points awarded by the FCC to BSR, AS220, and PCR for purposes of evaluation against other mutually exclusive applicants for a construction permit for a new Low Power FM Radio Broadcast station at Providence, Rhode Island, and Attleboro, Massachusetts.

Recitals.

BSR is an applicant for a new Low Power FM station on 101.1 MHz, FCC File No. BNPL-20141114AKJ, Facility ID 196244.

AS220 is an applicant for a new Low Power FM station on 101.1 MHz, FCC File No. BNPL-20131114BRD, Facility ID 195178.

PCR is an applicant for a new Low Power FM station on 101.1 MHz, FCC File No. BNPL-20131113BLV, Facility ID 196448.

The three applications are mutually exclusive in the sense that it is not possible for any two Applicants to operate their proposed stations without causing mutually destructive interference to the station or stations of the other Applicants.

The FCC will choose among the Applicants and other mutually exclusive applicants based on a "point" system. Each of the three Applicants has tentatively been awarded the maximum number of points (5 points), but the FCC will permit aggregation of points if the Applicants agree to share air time on 101.1 MHz.

The Applicants agree that the public interest would be served by allowing all three of them to have access to the airwaves to provide diversified programming services to the Providence community,

Agreement.

In consideration of the foregoing and of the terms and conditions set forth herein, and with the intention of being legally bound, the Applicants hereby agree as follows:

1. Agreement to Share Time

a. The Applicants agree that if the FCC grants their respective applications, they will agree to share air time on 101.1 MHz as follows, year round, including holidays:

<u>Day of Week</u>	<u>Time Period</u>	<u>Party Using Time</u>
Sunday	12:00 a.m.-6:00 a.m.	AS220
	6:00 a.m.-12:00 p.m.	BSR
	12:00 p.m.-6:00 p.m.	AS220
	6:00 p.m.-12:00 a.m.	BSR
Monday	12:00 a.m.-6:00 a.m.	BSR
	6:00 a.m.-12:00 p.m.	AS220
	12:00 p.m.-6:00 p.m.	BSR
	6:00 p.m.-12:00 a.m.	AS220
Tuesday	12:00 a.m.-6:00 a.m.	AS220
	6:00 a.m.-12:00 p.m.	BSR
	12:00 p.m.-6:00 p.m.	AS220
	6:00 p.m.-12:00 a.m.	BSR
Wednesday	12:00 a.m.-6:00 a.m.	BSR
	6:00 a.m.-12:00 p.m.	AS220
	12:00 p.m.-6:00 p.m.	BSR
	6:00 p.m.-10:00 p.m.	PCR
Thursday	10:00 p.m.-12:00 a.m.	AS220
	12:00 a.m.-6:00 a.m.	AS220
	6:00 a.m.-12:00 p.m.	BSR
	12:00 p.m.-6:00 p.m.	PCR
Friday	6:00 p.m.-12:00 a.m.	BSR
	12:00 a.m.-6:00 a.m.	BSR
	6:00 a.m.-12:00 p.m.	AS220
	12:00 p.m.-6:00 p.m.	BSR
Saturday	6:00 p.m.-12:00 a.m.	AS220
	12:00 a.m.-6:00 a.m.	AS220
	6:00 a.m.-12:00 p.m.	BSR
	12:00 p.m.-6:00 p.m.	AS220
Total weekly hours:	6:00 p.m.-12:00 a.m.	BSR
	BSR	84
	AS220	74
	PCR	10

b. No party will be obligated to use all of its hours. If a party does not use any of its hours, the other Applicants' stations will not have the right to use those hours, either temporarily or permanently, unless the Applicant to which those hours is assigned has given its affirmative

consent, and any required consent of the FCC, by modification of license or otherwise, has been obtained.

2. Operational Matters

a. Each Applicant agrees that when the FCC's Emergency Action System is activated, or the Federal Emergency Management Agency or local government officials require preemption of normal broadcasting for emergency information, the apportionment of the hours operation set forth in Section 1(a) above will be suspended for the duration of the emergency, and each Applicant will cooperate with emergency officials to make its transmitting facilities available.

b. The Applicants agree that each of them will hold its own separate FCC broadcast license, and each will have a separate call sign. The Applicants agree to coordinate issues of identity, marketing, engineering, and legal matters; but in the absence of an agreement otherwise, each will deal with the FCC on its own behalf, including filing any and all applications and reports that may be required; no Applicant will be expected to promote the others' programming; and no Applicant will disparage the others' programming.

c. Each Applicant agrees to bear the costs of establishing, administering, maintaining, and operating its own station. However, the Applicants agree to negotiate in good faith to share a common transmitter and antenna and may also negotiate in the future to share studio space. When and if facilities are shared, costs will be divided according to the percentage of air time utilized by each party, with the cost of any silent hours allocated to the party to whom those hours are allocated in Section 1(a) of this Agreement. BSR agrees that AS220 and PCR may amend their applications to specify sharing of BSR's proposed transmitter site if they wish to do so; and if they do so amend and are authorized to broadcast from BSR's transmitter site, BSR will negotiate to make its transmission facilities available on a cost-shared basis.

d. Each Applicant represents and warrants to the other that all content that it causes, permits, or suffers to be broadcast on its station will comply in all material respects with FCC rules, policies, and guidelines, with applicable state and federal laws, and with any applicable regulations of other government agencies ("Laws"). Any infractions of any Laws will be wholly the responsibility of whichever Applicant caused, permitted, or suffered the content to be broadcast. Each Applicant agrees to indemnify and hold the others harmless from any liability for the content of any programming originated by the indemnifying party or which the indemnifying party causes, permits, or suffers to be broadcast.

3. Cooperation in Prosecuting Applications

a. The Applicants agree to cooperate in good faith to prosecute their respective FCC applications in pursuit of grant. No Applicant will make any changes in its ownership or structure or do any other thing if such change or action is likely to lead to any loss or diminution of that Applicant's award of 5 comparative points by the FCC.

b. No Applicant will file any pleading intended to reduce or impair the likelihood of a grant of the FCC application of any other Applicant, nor will any Applicant in any way attack the qualifications of any other Applicant to hold an FCC construction permit or license for an LPFM station in Providence or any other Applicant's award of 5 points.

c. Each Applicant agrees separately to amend its FCC application electronically, no later than December 8, 2014, to include a copy of this Agreement and a request to aggregate the points of BSR, AS220, and PCR.

4. FCC Approval

If for any reason the FCC does not aggregate the points of all or any two of the Applicants or reduces the number of points awarded to any Applicant, then this Agreement will become null and void with respect to any Applicant whose points were not aggregated or were reduced; and any Applicant whose points were not aggregated or were reduced will be free to file petitions or pleadings attacking the application or qualifications of the others, notwithstanding Section 3(b) of this Agreement. However, no Applicant will embark on an attack against any other Applicant unless it has diligently sought to obtain and to preserve aggregation and total number of its points but has been unsuccessful, or alternatively, all three Applicants have mutually agreed to terminate this Agreement. Notwithstanding this Section 4 and Section 3, no Applicant will be required to participate in a trial-type hearing at the FCC or a judicial appeal of an adverse FCC decision in an effort to preserve aggregation or the total number of its points.

5. Term and Termination

a. Any Applicant may terminate this Agreement at the end of the initial FCC license term for that Applicant's station, provided that the Applicant desiring to terminate gives written notice at least 90 days prior to the end of that license term.

b. Any Applicant may terminate this Agreement upon thirty (30) days written notice to the other two Applicants if another Applicant is in material breach of this Agreement and such breach is not cured in all material respects within the 15-day period specified in Section 6(e) hereof.

c. If any Applicant fails to use any air time at all for any period of 180 consecutive days, or if an Applicant's FCC license is terminated at any time for any reason, the other Applicants may terminate this Agreement with respect to the Applicant that failed to use air time, or whose license was terminated, upon thirty (30) days notice to such Applicant; but this Agreement shall remain in effect with respect to the remaining Applicants.

d. This Agreement will terminate automatically, unless all Applicants elect to renew or extend it, at the end of the second FCC license term for their respective stations, or the expiration of the second term for the station whose term expires first if the second term does not expire on the same day for all three stations.

6. Miscellaneous Provisions

a. Representations and Warranties. Each Applicant represents and warrants to the others that (i) it is legally qualified and able to conduct its activities, including radio broadcasting, in the State of Rhode Island; (ii) the execution, delivery, and performance of this Agreement has been duly and effectively authorized by its governing board and is legally binding on it; (iii) there is no litigation, action, suit, investigation, or proceeding pending which may give rise to any claim against that Applicant's station or that Applicant's ability to perform its obligations under this Agreement; (iv) the execution and performance of this Agreement will not conflict with or result in any breach or violation of, or continue a default under, any charter, instrument or governmental order to which it is a party; (v) it knows of no reason why it should not be found legally, financially, technically, and otherwise qualified to hold the FCC construction permit license for which it has applied and a license after it has constructed its station; and (vi) its representations with respect to its FCC comparative point qualifications (established local presence, hours of local programming, local programming to originate at main studio, main studio located in station service area, and diversity of ownership) are true and correct in all material respects.

b. Entire Agreement. This Agreement represents the entire and complete understanding of the parties with respect to the subject matter hereof. It may be amended or modified only in writing executed by the Applicant against which enforcement is sought.

c. Good Faith. Each Applicant will use its best efforts to cooperate in good faith with the others and with the FCC by expeditiously providing any additional information which reasonably may be required and by doing all other acts reasonably necessary to effectuate the objectives of this Agreement.

d. Confidentiality. Each Applicant agrees to preserve and protect the confidentiality of any information provided by any other Applicant when requested by the providing Applicant to do so. Confidential information of another Applicant will not be disclosed by the receiving Applicant with persons who do not reasonably need to have access to that information. If any legal procedure is initiated to compel disclosure of another Applicant's confidential information, the Applicant against whom the procedure was initiated will give the providing party an opportunity to object to release and to defend against any court or governmental agency order; but nothing herein will preclude any Applicant from complying with any court or agency order that is effective and has not been stayed if sanctions for non-compliance are threatened by the court or agency. No Applicant may demand confidential treatment of any document or information which is available from third party sources or which is made accessible to the public by the FCC or any other government agency.

e. Remedies on Default; Attorney's Fees. In the event of a default of any Applicant, the Applicants not in default will have available all remedies, at law or equity, to which they are entitled under Rhode Island law, including the right to obtain specific performance of the terms

of this Agreement. The Applicants agree that access to air time is of the essence of this Agreement and that monetary damages will not compensate adequately for the loss of air time. The prevailing Applicant in any lawsuit to enforce this Agreement or to be compensated for the default of another Applicant will be entitled to reasonable attorney's fees, at trial and on appeal, to be determined by the court. No Applicant may declare any other Applicant in default unless the default is material and the defaulting party has been given fifteen (15) days to cure (unless allowing 15 days would jeopardize a party's FCC license, in which case a default may be declared when such jeopardy accrues).

f. Benefit and Assignment. The Agreement will be binding upon and inure to the benefit of the Applicants and their respective heirs, legal representatives, successors, and permitted assigns. Neither this Agreement nor the air time allocated to an Applicant may be assigned or transferred by any Applicant unless prior consent has been obtained from the FCC if required, and any attempted assignment or transfer without any required FCC consent will be null and void. Any assignee or transferee must commit in writing to be legally bound by all terms and conditions of this Agreement. No Applicant will assign or transfer its station to a party not under common control without notifying the other Applicants and affording them an opportunity to make an offer for the interest being assigned or transferred.

g. Paragraph and Section Headings. All paragraph and section headings in the Agreement are for convenience of reference only and are not intended to qualify the meaning of any section or paragraph.

h. Counterparts; Facsimile Signatures. This Agreement may be executed in counterparts, which, when executed, will constitute one and the same Agreement, binding on all Applicants, notwithstanding the fact that not all signatures appear on every copy. Each Applicant agrees that any signatures conveyed to another party by facsimile will be deemed to have full force and effect.

i. Acknowledgment. By signing below, each Applicant acknowledges that this Agreement has been reviewed by an officer or board member authorized to bind that Applicant and that such person has read and this Agreement and fully understands each provision of this Agreement. Each person executing this Agreement represents and warrants that he or she has the authority to legally bind the Applicant on whose behalf he or she has signed.

j. Applicable Law; Venue. To the extent not governed by federal communications law, this agreement will be construed and enforced in accordance with the laws of the State of Rhode Island and Providence Plantations. Any action under or pertaining to this Agreement will be brought in courts sitting in, or with jurisdiction over persons and property in, Providence County, Rhode Island.

k. Notices. Any notice required hereunder must be given in writing, and any notice or other communication will be deemed given when delivered by: (i) certified U.S. mail, postage prepaid, return receipt requested (effective three (3) business days after mailing); or (iii)

electronic mail (e-mail) with notice by telephone of same by the sender to the recipient, to the following addresses or such other addresses as may hereafter be specified in writing:

If to BSR:

Brown Student Radio
Attention: General Manager
P.O. Box 1934, Brown University
Providence, RI 02912-1934
Tel. 401-863-9600
Email: generalmanager@bsrlive.com

If to AS220:

AS220
Attention: David Dvorchak
95 Mathewson St., Suite 204
Providence, RI 02903-1838
Tel. 401-831-9327
Email: david@as220.org

If to PCR:

Providence Community Radio
Attention: Wesli Dymoke, President
1 Chestnut St., Suite 416
Providence, RI 02903-4126
Tel. 401-481-8826
E-mail: procomrad-contact@gmail.com

l. Waiver. Failure of any Applicant to complain of any act or omission on the part of any other Applicant that is in breach of this Agreement, no matter how long the same may continue, will not be deemed a waiver of any rights hereunder. No waiver of any provision of this Agreement will be deemed a waiver of any other provision or consent to any subsequent breach of the same or other provisions.

m. Limitations on Activities. Nothing contained herein will limit the ability or right of any Applicant or any of its principals to engage in any other business, to apply to the FCC for any construction permit or license modification (but only if consistent with that Applicant's representations and obligations under this Agreement), or to submit its FCC license for cancellation at any time.

n. No Partnership or Joint Venture. Nothing herein will be deemed to create any partnership, joint venture, or other relationship between or among any or all of the Applicants other

than as parties to an arm's length contract. No Applicant may bind any other Applicant in any way to any obligation to any person or entity not a party to this Agreement, nor may any Applicant waive or impair a claim of either other Applicant against any person or entity not a party to this Agreement.

o. Severability. If any provision of this Agreement is declared unlawful or unenforceable by a court or administrative agency of competent jurisdiction, then this Agreement will be read and enforced with the offending provision deleted as if it had never been incorporated herein and with a substitute provision intended to accomplish to the maximum extent possible the intent of the parties; *provided, however*, that no Applicant will be required to continue this Agreement in effect if it is unable to secure access to substantially all of the air time provided for it in Section 1 hereof.

p. Force Majeure. The inability of any Applicant to perform its obligations under this Agreement because of *force majeure*, including but not limited to war, civil commotion, riot, Act of God, or act or failure to act of a governmental authority, will not be deemed a default by that Applicant or give rise to a cause of action for damages or specific performance; *provided, however*, that nothing will relieve any Applicant from responsibility for the content of programming it causes, permits, or suffers to be broadcast during its hours of operation.

q. Declaration of No Consideration. Each Applicant agrees to execute a Declaration of No Consideration, in substantially the form attached to this Agreement, at the time it executes this Agreement and to include such Declaration in the amendment to its Application.

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

BROWN STUDENT RADIO

AS220

By: _____

John McGarry
Chairman of the Board

By: _____

Sean Daly
Chairman of the Board

PROVIDENCE COMMUNITY RADIO

By: _____

Wesli Dymoke
President

than as parties to an arm's length contract. No Applicant may bind any other Applicant in any way to any obligation to any person or entity not a party to this Agreement, nor may any Applicant waive or impair a claim of either other Applicant against any person or entity not a party to this Agreement.

o. Severability. If any provision of this Agreement is declared unlawful or unenforceable by a court or administrative agency of competent jurisdiction, then this Agreement will be read and enforced with the offending provision deleted as if it had never been incorporated herein and with a substitute provision intended to accomplish to the maximum extent possible the intent of the parties; *provided, however*, that no Applicant will be required to continue this Agreement in effect if it is unable to secure access to substantially all of the air time provided for it in Section I hereof.

p. Force Majeure. The inability of any Applicant to perform its obligations under this Agreement because of *force majeure*, including but not limited to war, civil commotion, riot, Act of God, or act or failure to act of a governmental authority, will not be deemed a default by that Applicant or give rise to a cause of action for damages or specific performance; *provided, however*, that nothing will relieve any Applicant from responsibility for the content of programming it causes, permits, or suffers to be broadcast during its hours of operation.

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

BROWN STUDENT RADIO

By: _____
John McGarry
Chairman of the Board

AS220
By: _____
Sean Daly
Chairman of the Board

PROVIDENCE COMMUNITY RADIO

By: _____
Wesli Dymoke
President

than as parties to an arm's length contract. No Applicant may bind any other Applicant in any way to any obligation to any person or entity not a party to this Agreement, nor may any Applicant waive or impair a claim of either other Applicant against any person or entity not a party to this Agreement.

o. Severability. If any provision of this Agreement is declared unlawful or unenforceable by a court or administrative agency of competent jurisdiction, then this Agreement will be read and enforced with the offending provision deleted as if it had never been incorporated herein and with a substitute provision intended to accomplish to the maximum extent possible the intent of the parties; *provided, however*, that no Applicant will be required to continue this Agreement in effect if it is unable to secure access to substantially all of the air time provided for it in Section 1 hereof.

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

BROWN STUDENT RADIO

AS220

By: _____
John McGarry
Chairman of the Board

By: _____
Sean Daly
Chairman of the Board

PROVIDENCE COMMUNITY RADIO

By: 
Wesli Dymoke
President

DECLARATION OF JOHN McGARRY

John McGarry hereby declares as follows:

1. I am Chairman of the Board of Brown Student Radio ("BSR"), which has applied for a construction permit for a new Low Power FM broadcast station to operate at Providence, Rhode Island.

2. BSR has entered into a time-sharing agreement with mutually exclusive applicants AS220 ("AS220") and Providence Community Radio ("PCR").

3. Neither BSR nor any of its Board Members have been paid or promised any monetary or other consideration by AS220 or PCR, or by any person acting on behalf of either of them, in return for BSR's entering into the time-sharing agreement, apart from the benefit to BSR of facilitating a grant of its application as a result of aggregating comparative points with AS220 and PCR.

4. Neither BSR nor any person acting on behalf of BSR has paid or promised any monetary consideration to AS220 or PCR or any of their Board Members in return for their entering into the time-sharing agreement, apart from the benefit to AS220 and PCR of facilitating a grant of their applications as a result of aggregating comparative points with BSR.

5. The public interest will be served by approval of the time-sharing agreement because it will facilitate an early grant of all three applications and will provide three new radio voices to diversify radio services to the public.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Executed on December 3, 2014


John McGarry

DECLARATION OF SEAN DALY

Sean Daly hereby declares as follows:

1. I am Chairman of the Board of AS220 ("AS220"), which has applied for a construction permit for a new Low Power FM broadcast station to operate at Providence, Rhode Island.

2. AS220 has entered into a time-sharing agreement with mutually exclusive applicants Brown Student Radio ("BSR") and Providence Community Radio ("PCR").

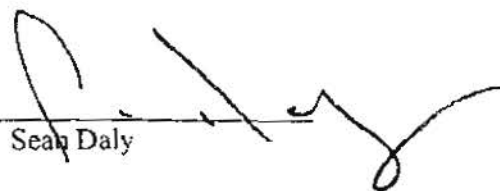
3. Neither AS220 nor any of its Board Members have been paid or promised any monetary or other consideration by BSR or PCR, or by any person acting on behalf of either of them, in return for AS220's entering into the time-sharing agreement, apart from the benefit to AS220 of facilitating a grant of its application as a result of aggregating comparative points with BSR and PCR.

4. Neither AS220 nor any person acting on behalf of AS220 has paid or promised any monetary consideration to BSR or PCR or any of their Board Members in return for their entering into the time-sharing agreement, apart from the benefit to BSR and PCR of facilitating a grant of their applications as a result of aggregating comparative points with AS220.

5. The public interest will be served by approval of the time-sharing agreement because it will facilitate an early grant of all three applications and will provide three new radio voices to diversify radio services to the public

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Executed on December 4, 2014


Sean Daly

DECLARATION OF WESLI DYMOKE

Wesli Dymoke hereby declares as follows:

1. I am President of Providence Community Radio ("PCR"), which has applied for a construction permit for a new Low Power FM broadcast station to operate at Providence, Rhode Island.

2. PCR has entered into a time-sharing agreement with mutually exclusive applicants Brown Student Radio ("BSR") and AS220 ("AS220").

3. Neither PCR nor any of its Board Members have been paid or promised any monetary or other consideration by BSR or AS220, or by any person acting on behalf of either of them, in return for PCR's entering into the time-sharing agreement, apart from the benefit to PCR of facilitating a grant of its application as a result of aggregating comparative points with BSR and AS220.

4. Neither PCR nor any person acting on behalf of PCR has paid or promised any monetary consideration to BSR or AS220 or any of their Board Members in return for their entering into the time-sharing agreement, apart from the benefit to BSR and AS220 of facilitating a grant of their applications as a result of aggregating comparative points with PCR.

5. The public interest will be served by approval of the time-sharing agreement because it will facilitate an early grant of all three applications and will provide three new radio voices to diversify radio services to the public.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Executed on December 4, 2014


Wesli Dymoke