

TIME BROKERAGE AGREEMENT

(Station WACM)

This Time Brokerage Agreement (the “Agreement”) is made as of this 12th day of March 2015, by and between Rafael Diaz, d/b/a Economico TV, an individual residing in Massachusetts (“Programmer”), and Davidson Media Station WACM Licensee, LLC a Delaware limited liability company (“Licensee”).

WHEREAS, Licensee holds the Federal Communications Commission (“FCC”) license for station WACM, West Springfield, MA (Facility ID 60390) (“Station WACM”);

WHEREAS, Programmer and Licensee are, concurrent with the signing of this Agreement, entering into that certain Asset Purchase Agreement (the “Purchase Agreement”), pursuant to which Licensee has agreed to sell to Programmer certain of the assets of Station WACM;

WHEREAS, Programmer desires to broker time on Station WACM pursuant to the provisions hereof and pursuant to and in accordance with the Communications Act of 1934, as amended (the “Communications Act”) and applicable regulations of the FCC until the closing date under, or termination of, the Purchase Agreement; and

WHEREAS, Licensee desires to accept Programmer’s brokerage services and transmit programming supplied by Programmer on Station WACM while maintaining control over Licensee’s finances, personnel matters and programming.

NOW, THEREFORE, in consideration of these premises and the mutual promises, undertakings, covenants and agreements of the parties contained in this Agreement, the parties hereto do hereby agree as follows:

ARTICLE 1 **PROGRAMMING AGREEMENT**

1.1 **Programmer Programming.** During the Term of this Agreement, Programmer hereby agrees to provide and Licensee agrees to (subject, however, to the provisions of this Agreement, whereby Licensee retains ultimate control of the programming broadcast by Station WACM) transmit on Station WACM news, sports, informational or entertainment programming and associated advertising, promotional, public service programming and announcement matter sufficient to program all of Station WACM’s broadcast day on a daily basis throughout the year and in accordance with FCC requirements (the “Programmer Programming”).

1.1.1 **Reservation of Public Interest Time.** In the event that Programmer does not broadcast programming sufficient to satisfy FCC requirements for public affairs programming and fails to provide Licensee with records sufficient to meet the FCC’s requirements for public affairs programming, Licensee reserves one hour per week of each Station’s time for Licensee’s own use.

1.1.2 Downtime for Maintenance. Licensee may perform maintenance on Station WACM's facilities, including taking Station WACM dark, as necessary to meet FCC and FAA requirements, manufacturer recommendations, and good engineering practice standards.

1.2 Advertising Sales.

1.2.1 Programmer Sales. Except as provided in this Section, Programmer shall have the sole right to sell advertising to be placed in all Programmer Programming broadcast on Station WACM and shall retain all advertising revenues associated with the Programmer Programming.

1.2.2 National Advertising. Licensee may sell advertisement time to national advertising accounts that are sold by a national rep firm under contract to Licensee or are sold by a Licensee employee. Licensee shall coordinate all such national sales with Programmer. Licensee shall receive 50% of collections, minus commission, on all such accounts and Programmer shall receive 50% of collections, minus commission, on all such accounts.

1.2.3 Outstanding Accounts Receivable. Programmer shall collect all accounts receivable of Licensee outstanding at the time of the execution of this Agreement that relate to time before the Term of this Agreement. Those amounts shall be remitted to Licensee along with the reimbursement or Basic Monthly Fee payment which immediately follows the receipt of the accounts receivable payment. Programmer shall have no obligation to actively pursue collections for any outstanding accounts receivable.

ARTICLE 2

PROGRAMMING STANDARDS

2.1 Rights and Obligations of Licensee. Licensee shall remain responsible for the control of the day-to-day operations of Station WACM and serving the needs of Station WACM's community of license and service areas in conformance with its FCC licenses, permits and authorizations. Without limiting the generality of the foregoing, Licensee shall retain the following rights and obligations with respect to programming and technical operations of Station WACM:

2.1.1 Licensee's Absolute Right to Reject Programmer Programming. Licensee shall retain the absolute right to accept or reject any Programmer Programming (including advertisements) that Licensee in its reasonable discretion deems contrary to the public interest. Licensee agrees not to exercise this right in an arbitrary manner or for the commercial benefit of Licensee, but only to the extent necessary to comply with FCC rules and regulations.

2.1.2 Licensee's Right to Preempt Programmer Programming for Special Events. Licensee shall have the right, in its reasonable discretion, to preempt the Programmer Programming in order to broadcast a program deemed by Licensee to be of national, regional or local interest, and to use part or all of the hours of operation of Station WACM for the broadcast of events of special importance. In all such cases, Licensee will give Programmer reasonable

advance notice of its intention to preempt any regularly scheduled programming. Licensee expressly agrees that its right of preemption shall not be exercised in an arbitrary manner or for the commercial advantage of Licensee.

2.1.3 Licensee's Obligation to Employ Personnel. Licensee shall employ a General Manager who will report to Licensee and direct the performance of Licensee's obligations hereunder and who shall have no employment, consulting, or other material relationship to Programmer, and employ such other person(s) on a full-time basis to assist the General Manager in performing Licensee's obligations hereunder, who shall have no employment, consulting, or other material relationship to Programmer. Licensee shall indemnify Programmer in the event that any of Licensee's personnel makes any employment claim against Programmer.

2.1.4 Licensee's Obligation to Maintain a Studio. Licensee shall maintain one or more main studios consistent with the FCC rules and regulations at which the General Manager and the other full time employee(s) of Station WACM will be available during normal business hours.

2.1.5 Licensee's Compliance with FCC Requirements. Licensee shall comply with the FCC rules and regulations with respect to the ascertainment of community problems, needs, and interests, and broadcast programming responsive thereto, timely prepare and place in Station WACM's public inspection file appropriate documentation thereof, and comply with all other FCC rules and regulations which may be applicable to the operation of Station WACM.

2.2 Rights and Obligations of Programmer. Programmer shall not take any action, or omit to take any action, inconsistent with Licensee's obligations under law to retain ultimate responsibility for the programming, finances and technical operations of Station WACM. Without limiting the generality of the foregoing, Programmer agrees as follows:

2.2.1 Compliance with Laws and Station Policies. All Programmer Programming shall conform in all material respects to the Communications Act and all applicable rules, regulations and policies of the FCC, and all other laws or regulations applicable to the broadcast of programming by Station WACM. All Programmer Programming shall be prepared and presented in conformity with the programming regulations prescribed in Schedule A attached hereto.

2.2.2 Cooperation with Licensee. Programmer, on behalf of Licensee, shall furnish within the Programmer Programming all station identification announcements required by the FCC's rules, and shall, upon the reasonable request by Licensee, provide information with respect to any of the Programmer Programming which is responsive to the public needs and interests of the area served by Station WACM so as to assist Licensee in the preparation of any required programming reports, and will provide upon request other information to enable Licensee to prepare other records, reports and logs required by the FCC or other local, state or federal governmental agencies. Programmer shall maintain and deliver to Licensee all records and information required by the FCC to be placed in the files of Station WACM pertaining to the broadcast of political programming and advertisements, in accordance with the provisions of Section 73.1943 of the FCC's rules, and agrees that broadcasts of sponsored programming will comply with the provisions of Section 73.1212 of the FCC's rules.

2.2.3 Payola and Plugola. Programmer shall provide to Licensee in advance any information known to Programmer regarding any money or other consideration, compensation, gift or gratuity which has been paid or accepted, or has been promised to be paid or to be accepted, for the inclusion of any matter as a part of any programming or commercial material to be supplied to Licensee by Programmer for broadcast on Station WACM, unless the party making or accepting such payment is identified in the program as having paid or furnished such consideration for the programming, in accordance with FCC requirements. Commercial matter with obvious sponsorship identification will not require disclosure beyond the sponsorship identification contained in the commercial copy. Programmer shall comply with the requirements of Sections 317 and 507 of the Communications Act and the related rules and regulations of the FCC. Programmer shall provide Licensee with payola affidavits, substantially in the form attached hereto in Schedule D, signed by such of Programmer's employees and at such times as Licensee may reasonably request, and shall notify Licensee promptly of any violations it learns of relating to the Act.

2.2.4 Compliance with Copyright Act. Programmer shall not broadcast any material on Station WACM in violation of the Copyright Act or the rights of any person. All music supplied by Programmer shall be (i) licensed by the program provider or by a music licensing agent such as ASCAP, BMI or SESAC, (ii) in the public domain, or (iii) cleared at the source by Programmer. Licensee shall not be obligated to pay any music licensing fees or other similar expenses required in connection with the material broadcast by Programmer on Station WACM.

2.2.5 Political Advertising. Programmer will provide, make available to, and sell time to political candidates from the time it purchases from Licensee in compliance with the Communications Act of 1934 and the rules, regulations, and policies of the FCC.

ARTICLE 3 **OPERATIONS**

3.1 Programmer Feed. Programmer agrees to provide a broadcast-quality feed to Station WACM's transmitter. Programmer technical personnel shall be responsible for

connection of this feed to Station WACM's broadcast transmission system and for switching the signal to air at the appropriate time, under the direction and supervision of the Licensee's General Manager. To enable Programmer to fulfill its obligations hereunder, Licensee shall make the equipment at Licensee's existing facilities, relays and repeaters (if any), and transmitter sites (the "Facilities"), available to Programmer.

3.2 Responsibility for Transmission Facilities. Licensee shall maintain Station WACM's transmission equipment and facilities, including the antennas, towers, transmitters and transmission lines in good operating condition according to customary industry practices. Licensee shall provide for the delivery of electrical power to Station WACM's transmitting facility at all times in order to ensure operation of Station WACM. Licensee shall undertake such repairs as are necessary to maintain full-time operation of Station WACM with maximum authorized transmission facilities. Such repairs will be made as expeditiously as possible and with minimal disruption to broadcast operations. Programmer shall be responsible for maintaining, repairing and replacing (as necessary) all other equipment used in the operation of Station WACM, including all equipment and furniture located at the Facilities which are used by Programmer.

3.3 Expenses. Licensee shall pay when due all fees and expenses relating to (i) Station WACM's transmission facility, including rent, utilities, maintenance, repair and replacement expenses (regardless of whether such expense is treated as an ordinary, extraordinary or capital item for accounting purposes), (ii) mortgage payments, taxes and insurance relating to all real property owned by Licensee, and rent and taxes under all real and personal property leases relating to Station WACM, including rent for the Facilities, (iii) casualty and liability insurance for all Station facilities, and (iv) FCC regulatory fees. Programmer shall pay when due all other expenses relating to the operation of Station WACM.

ARTICLE 4

CONSIDERATION

As consideration of the brokerage of air time on Station WACM for the broadcast of the Programmer Programming pursuant to the terms and conditions of this Agreement, Programmer shall pay to Licensee the consideration provided for in Schedule B to this Agreement.

ARTICLE 5

TERM AND REGULATORY REQUIREMENTS

5.1 Term. Subject to the provisions for early termination contained herein, the term of this Agreement shall be as provided for in Schedule C to this Agreement.

5.2 Assignability.

5.2.1 This Agreement shall inure to the benefit of and be binding upon Licensee, its successors and assigns, unless terminated pursuant to Schedule C to this Agreement.

5.2.2 Neither party shall assign or transfer its rights, benefits, duties or obligations under this Agreement without the prior written consent of the other party, except as provided in Schedule C, which consent shall not be unreasonably withheld, conditioned, or delayed.

5.3 Early Termination for Breach and Nonperformance.

5.3.1 Except as is provided Section 5.3.2 below, should either party be in breach of this Agreement for the nonperformance of a material obligation, the nonbreaching party may, in addition to pursuing any other remedies available at law or in equity, terminate this Agreement if such breach shall continue for a period of fifteen (15) days following the receipt of written notice from the nonbreaching party, which notice shall indicate the nature of such breach, except if the breaching party has commenced a cure of such breach within said fifteen (15) day period, the breach is capable of cure and the breaching party acts in good faith to cure the breach within a reasonable time the breaching party shall not be deemed to be in breach.

5.3.2 In the event that Licensee intentionally fails to perform under this Agreement for either five (5) consecutive and entire days or one hour or more per day for ninety (90) consecutive days, unless Programmer has granted its consent to such nonperformance or unless such nonperformance is caused by a force majeure event as defined herein, and unless Licensee is attempting to cure such breach under Section 5.3.1, Programmer shall have the right, in addition to other rights provided hereunder, to terminate this Agreement by giving written notice to Licensee.

5.4 FCC Action.

5.4.1 Should a change in FCC policy or rules make it necessary to obtain FCC consent for the continuation or further effectuation of any element of this Agreement, both parties hereto shall use their best efforts to diligently prepare, file and prosecute before the FCC all petitions, waivers, construction applications, amendments, rulemaking comments and other related documents necessary to secure and/or retain FCC approval of all aspects of this Agreement. Programmer shall bear the cost of preparation of such documents and prosecution of such actions. Notwithstanding anything in this Agreement to the contrary, it is understood that no filing shall be made with the FCC with respect to this Agreement unless both parties hereto have reviewed said filing and consented to its submission, with the exception of any required filing of this agreement in concert with the assignment application filed for the Asset Purchase Agreement between the Parties.

5.4.2 If the FCC determines that this Agreement is inconsistent with Licensee's license obligations or is otherwise contrary to FCC policies, rules and regulations, or if regulatory or legislative action subsequent to the Effective Date alters the permissibility of this Agreement under the FCC's rules or the Communications Act, the parties shall renegotiate this Agreement in good faith and recast this Agreement in terms that are likely to cure the defects perceived by the FCC and return a balance of benefits to both parties comparable to the balance

of benefits provided by the Agreement in its current terms. If, after such good faith negotiations, either party reasonably determines that recasting this Agreement to meet the defects perceived by the FCC is impossible, either party may terminate this Agreement without further liability upon thirty (30) days prior written notice. If termination shall occur pursuant to this section, such termination shall extinguish and cancel this Agreement.

ARTICLE 6

REPRESENTATIONS AND WARRANTIES; COVENANTS

6.1 Licensee's Representations and Warranties. Licensee represents and warrants to Programmer as follows:

6.1.1 Organization. Licensee is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and authority to carry out all of the transactions contemplated by this Agreement.

6.1.2 Compliance With Law. Licensee has substantially complied with and is now in substantial compliance with all laws, rules and regulations governing the business, ownership and operations of Station WACM that are material in any way to this Agreement, including, but not limited to, those of the FCC. Except as otherwise stated herein, no consent, approval or authorization by or filing by Licensee with any governmental authorities is required in connection with the transactions contemplated herein. The carrying out of this Agreement will not result in any violation of or be in conflict with Licensee's organizational documents, or any existing judgment, decree, order, statute, law, rule or regulation of any governmental authority.

6.1.3 Authority. All requisite resolutions and other member authorizations necessary for the execution, delivery, performance and satisfaction of this Agreement by Licensee have been duly adopted and complied with.

6.2 Programmer's Representations and Warranties. Programmer represents and warrants to Licensee as follows:

6.2.1 Organization. Programmer is an individual residing in the State of Massachusetts. Programmer has full power and authority to carry out all of the transactions contemplated by this Agreement.

6.2.2 Compliance With Law. Programmer has substantially complied with and is now in substantial compliance with all laws, rules and regulations that are material in any way to this Agreement. Except as otherwise stated herein, no consent, approval or authorization by or filing by Programmer with any governmental authorities is required in connection with the transactions contemplated herein. The carrying out of this Agreement will not result in any violation of or be in conflict with Programmer's formation documents, or any existing judgment, decree, order, statute, law, rule or regulation of any governmental authority.

6.3 Affirmative Covenants.

6.3.1 Licensee covenants and agrees that it will fully comply with all applicable federal, state and local laws, rules and regulations (including, without limitation, all FCC rules, policies and regulations) and pertinent provisions of all contracts, permits and pertinent agreements to which Licensee is a party or otherwise bound relating to Station WACM or this Agreement.

6.3.2 Programmer covenants and agrees that it will fully comply with all applicable federal, state and local laws, rules and regulations (including, without limitation, all FCC rules, policies and regulations) in the provision of the Programmer Programming to Licensee or in connection with its performance of obligations hereunder and pertinent provisions of all contracts, permits and pertinent agreements to which Programmer is a party or otherwise bound relating to this Agreement.

6.4 Negative Covenants. Licensee covenants that during the term of this Agreement, Licensee shall not, without the prior written consent of Programmer (which Programmer may grant or refuse in its sole discretion) change the call letters or seek FCC consent to modification of facilities which would specify a frequency change or have a material adverse effect upon the presently authorized coverage contour of Station WACM.

ARTICLE 7 **MISCELLANEOUS**

7.1 Force Majeure. Notwithstanding anything contained in this Agreement to the contrary, neither party shall be liable to the other for failure to perform any obligation under this Agreement if prevented from doing so by reason of fires, strikes, labor unrest, embargoes, civil commotion, rationing or other orders or requirements, acts of civil or military authorities, acts of God or other contingencies, including equipment failures, beyond the reasonable control of the parties (each an event of "Force Majeure"), and all requirements as to notice and other performance required hereunder within a specified period shall be automatically extended to accommodate the period of pendency of such Force Majeure event which interferes with such performance.

7.2 Indemnification. From and after the date of this Agreement, Programmer and Licensee shall indemnify, defend and hold harmless the other, its affiliates and their respective officers, directors, managers, members, employees and representatives, and the successors and assigns of any of them, from and against and reimburse them for, all claims, damages, costs and expenses, including, without limitation, interest, penalties, arbitration or court costs and reasonable attorney's fees and expenses, resulting from (i) any programming provided by such party for broadcast on Station WACM, and (ii) any material breach by such party of any representation, warranty, covenant or other agreement contained in this Agreement. Each party's indemnification obligations contained in this Section 7.2 shall survive for six (6) months from

the date of the termination of this Agreement.

7.3 Confidentiality and Press Releases.

7.3.1 Each party shall hold in strict confidence all documents and information concerning the other and its business and properties and, if the transactions contemplated hereby should be terminated, such confidences shall be maintained, and all documents and information (in written form) shall immediately thereafter be returned to the party originally furnishing such documents and information.

7.3.2 No press release or public disclosure, either written or oral, of the existence or terms of this Agreement or the transactions contemplated hereby shall be made by either party to this Agreement without the consent of the other, and each party shall furnish to the other advance copies of any release which it proposes to make public concerning this Agreement or the transactions contemplated hereby and the date upon which such party proposes to make public such press release.

7.3.3 This section shall not, however, be construed to prohibit any party from (i) making any disclosures to any governmental authority or other entity that it is required to make by law, (ii) disclosing this Agreement or its terms to its attorneys, accountants, agents or advisors, (iii) filing this Agreement with, or disclosing the terms of this Agreement to, any institutional lender to such party, or (iv) disclosing to its investors and broker/dealers such terms of this transaction as are customarily disclosed to them in connection with similar transactions.

7.4 Trademarks. Licensee hereby grants Programmer an unlimited, royalty-free license to use, in connection with providing the Programmer Programming on Station WACM, any and all trademarks, service marks, patents, trade names, jingles, slogans, logotypes and other intangible rights owned and used or held for use by Licensee exclusively in conjunction with Station WACM. Licensee agree to execute such additional documentation as may be necessary or desirable to effectuate the license granted under this section.

7.5 Ratings Information. Programmer shall be responsible for any and all fees charged by any ratings service for the use of ratings for Station WACM.

7.6 Notices. All notices, requests, demands and other communications required or that may be given pursuant to the terms of this Agreement shall be in writing and shall be deemed given when delivered by hand or sent by facsimile transmission or on the third day after mailing if mailed by certified mail, postage prepaid, return receipt requested, as follows:

If to Programmer: Rafael Diaz d/b/a Economico TV
183 Pendleton Avenue
Springfield, MA 01109

with a required copy to: Attorney Jasmin Rojas, Esq.
P.O. Box 5464

Springfield, MA 01101

If to Licensee:

Davidson Media Group, LLC
4321 Stuart Andrew Blvd.
Suite E
Charlotte, NC 28217

with a required copy to:

Francisco R. Montero, Esq.
Fletcher, Heald & Hildreth, PLC
1300 N. 17th St., 11th Floor
Arlington, VA 22209

7.7 Duty to Consult. Each party agrees that it will use its best efforts not to take any action that will unreasonably interfere, threaten or frustrate the other party's purposes or business activities, and that it will keep the other party informed of, and coordinate with the other party regarding, any of its activities that may have a material effect on such party.

7.8 Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remainder of this Agreement shall not be affected thereby, and the parties agree to use their best efforts to negotiate a replacement article that is neither invalid, illegal nor unenforceable.

7.9 Entire Agreement and Modification. This Agreement supersedes all prior agreements between the parties with respect to its subject matter, and constitutes (along with the recitals hereto and the schedules and documents referred to in this Agreement) a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. This Agreement may not be amended except by a written agreement executed by the party to be charged with the amendment.

7.10 Payment of Expenses. Except as otherwise provided, Licensee and Programmer shall pay their own expenses incident to the preparation and carrying out of this Agreement, including all fees and expenses of their respective counsel.

7.11 Further Assurances. From time to time after the date of execution hereof, the parties shall take such further action and execute such further documents, assurances and certificates as either party reasonably may request of the other to effectuate the purposes of this Agreement.

7.12 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7.13 Headings. The headings in this Agreement are for the sole purpose of convenience of reference and shall not in any way limit or affect the meaning or interpretation of any of the terms or provisions of this Agreement.

7.14 Dealings With Third Parties. Neither party is nor shall hold itself out to be vested with any power or right to bind contractually or act on behalf of the other as its contracting broker (other than as a time broker of Station time), agent or otherwise for committing, selling, conveying or transferring any of the other party's assets or property, contracting for or in the name of the other party, or making any representations contractually binding such party.

7.15 Attorneys' Fees. The prevailing party in any proceeding relating to the enforcement or interpretation of this Agreement may recover from the unsuccessful party all out-of-pocket costs, expenses and actual attorneys' fees (including expert witness and other consultants fees and costs) relating to or arising out of (i) the proceeding (whether or not the proceeding results in a judgment) and (ii) any post-judgment or post-award proceeding including, without limitation, one to enforce or collect any judgment or award resulting from the proceeding. All such judgments and awards shall contain a specific provision for the recovery of all such subsequently incurred costs, expenses and actual attorney's fees.

7.16 Governing Law. This Agreement will be governed by the laws of the State of Delaware without regard to conflict of laws principles, and, as applicable, the statutes, rules and regulations of the FCC.

7.17 Jurisdiction; Service of Process. Any proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement must be brought via arbitration in accordance with Section 7.20 of this Agreement. Any suit to enforce an arbitration award, or any suit arising out of the arbitration proceedings, must be brought in the United States District Court for the District of Delaware, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such proceeding and waives any objection to venue laid therein. In the event that the dispute fails to meet the jurisdictional requirements of the federal courts, venue shall lie in the appropriate state courts sitting in Delaware.

7.18 Required Certifications.

7.18.1 By Licensee. Licensee hereby certifies that it has, and shall maintain, ultimate control over Station WACM' facilities, including specifically control over the finances, personnel, and program content of Station WACM. Licensee represents and warrants that this certification may be relied upon by the FCC, as well as by Programmer.

7.18.2 By Programmer. Programmer certifies that the arrangement with Licensee as set forth in this Agreement and as contemplated in all aspects of operation is and shall remain in compliance with 47 C.F.R. § 73.3555 and 47 C.F.R. § 73.3556, concerning time brokerage agreements and duplicated programming, and that it will provide to the FCC any documents, exhibits, or other material necessary to demonstrate such compliance. Programmer represents and warrants that this certification may be relied upon by the FCC, as well as by Licensee.

7.19 Nondiscrimination. In accordance with Paragraphs 49 and 50 of United States Federal Communications Commission Report and Order No. FCC 07-217, Programmer shall not discriminate in any contract for advertising on Station WACM on the basis of race or ethnicity, and all such contracts shall be evaluated, negotiated and completed without regard to race or ethnicity. Programmer shall include a clause to such effect in all contracts for advertising on Station WACM, and if requested shall provide written confirmation of compliance with such requirement.

7.20 Arbitration. Upon mutual agreement by the parties hereto, any dispute arising out of or related to this Agreement that the parties are unable to resolve within fifteen days of the first written notice from one party to the other regarding such dispute shall be settled by arbitration by a panel of three (3) neutral arbitrators who shall be selected in accordance with the procedures set forth in the commercial arbitration rules of the American Arbitration Association. The persons selected as arbitrators shall have prior experience in the broadcasting industry but need not be professional arbitrators, and persons such as lawyers, accountants, brokers and bankers shall be acceptable. The arbitration hearing shall be conducted in accordance with the commercial arbitration rules of the American Arbitration Association, and held in Delaware. The written decision of a majority of the arbitrators shall be final and binding on the parties. The costs and expenses of the arbitration proceeding shall be awarded to Programmer and/or Licensee, as applicable, and the amount of such award shall be set forth in the decision and award of the arbitrators. Judgment on the award, if it is not paid within thirty days, may be entered in accordance with Section 7.17 of this Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Local Marketing Agreement as of the date first above written.

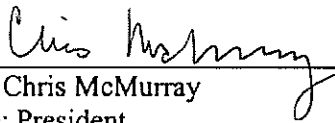
Programmer

Rafael Diaz d/b/a Economico TV



Licensee

Davidson Media Station WACM Licensee, LLC



By: Chris McMurray
Title: President

[SIGNATURE PAGE TO TIME BROKERAGE AGREEMENT]

SCHEDULE A

PROGRAMMING REGULATIONS

Programmer agrees to observe the following regulations in the preparation, writing and broadcasting of its programs:

1. **Religious Programming.** The subject of religion and references to particular faiths, tenets and customs shall be treated with respect at all times. Programs shall not be used as a medium for attack on any faith, denomination or sect or upon any individual organization.
2. **Controversial Issues.** Any discussion of controversial issues of public importance shall be reasonably balanced with the presentation of contrasting viewpoints in the course of overall programming; no attacks on the honesty, integrity or like personal qualities of any person or group of persons shall be made during the discussion of controversial issues of public importance; and during the course of political campaigns, programs are not to be used as a forum for editorializing about individual candidates. If such events occur, Licensee may require that responsive programming be aired.
3. **No Plugola or Payola.** The mention of any business activity or “plug” for any commercial, professional or other related endeavor, except where contained in an actual commercial message of a sponsor, is prohibited.
4. **Election Procedures.** At least ninety (90) days before the start of any regular election campaign and forty-five (45) days before any primary (provided that if any primary is scheduled to occur within forty-five (45) days of the date of this Agreement, such notice shall be given within five (5) days of the date of this Agreement), Programmer will clear with Licensee the rate Programmer will charge for the time to be sold to candidates for public office and/or his or her supporters to make certain that the rate charged conforms to all applicable laws and Station WACM’s policy.
5. **Required Announcements.** Programmer shall broadcast (i) an announcement in a form reasonably satisfactory to Licensee to identify Station WACM pursuant to Section 73.1201 of the FCC’s rules and (ii) any other announcement that may be required by law, regulation or Station WACM’s policy.
6. **Credit Terms Advertising.** Pursuant to rules and regulations of the Federal Trade Commission, any advertising of credit terms shall be made over Station WACM in accordance with all applicable federal and state laws.
7. **No Illegal Announcements.** No announcement or promotion prohibited by federal or state law or regulation of any lottery or game shall be made over Station WACM. Any game, contest or promotion relating to or to be presented over Station WACM must be fully stated and explained in advance, and such explanation be presented to Licensee, which reserve the right, in

their sole discretion, to reject any game, contest or promotion.

8. Licensee's Discretion Paramount. In accordance with Licensee's responsibility under the Communications Act and the rules and regulations of the FCC, Licensee reserves the right to reject or terminate any advertising proposed to be presented or being presented on Station WACM which is in conflict with Station WACM's policy or which in the reasonable judgment of Licensee would not serve the public interest.

9. Programming in Which Programmer Has a Financial Interest. Programmer shall advise Licensee with respect to any programming (including commercials) concerning goods or services in which Programmer has a material financial interest, and any announcements for such goods and services shall clearly identify Programmer's financial interest.

10. Programming Prohibitions. Programmer shall not knowingly and intentionally broadcast any of the following programs or announcements: (i) false or unwarranted claims for any product or service; (ii) infringements of another advertiser's rights through plagiarism or unfair imitation or either program idea or copy, or any other unfair competition; (iii) any disparagement of competitors or competitive goods; (iv) any programs or announcements that are slanderous, obscene or legally indecent; (v) any advertising matter or announcement which may, in the reasonable opinion of Licensee, be injurious or prejudicial to the interests of the public, Station WACM or honest advertising and reputable business in general; or (vi) any advertising matter, announcement or claim which Programmer knows to be fraudulent, misleading or untrue. Licensee may waive any of the foregoing regulations in specific instances if, in its reasonable opinion, good broadcasting in the public interest will be served thereby.

SCHEDULE B

CONSIDERATION

Programmer shall pay to Licensee the sum of Ten Thousand Dollars (\$10,000.00) per month for the Term (the “Basic Monthly Fee”), which fee shall be pro-rated in any partial month.

In addition to the Basic Monthly Fee, Programmer shall reimburse Licensee for Licensee’s expenses in operation of Station WACM. The reimbursable expenses include, but are not limited, to the following:

1. Transmitter site and tower rent and utilities in connection therewith;
2. Studio rent (if any) and utilities;
3. One half the cost of salaries, benefits, costs and expenses for two (2) full-time employees, consistent with historic salaries and benefits at Station WACM;
4. Real estate taxes and personal property taxes for Station WACM’s property
5. Repair and maintenance of Station WACM’s facilities; and
6. FCC regulatory fees and music licensing fees.

The additional amounts due as reimbursements to Licensee hereunder shall be paid by Programmer to Licensee within ten (10) days of receipt of an itemized statement from Licensee evidencing payment of the reimbursable expenses.

It is not intended that Programmer shall reimburse Licensee for the following expenses incurred by Licensee:

1. Licensee’s own corporate income or other tax obligations including, but not limited to, real property, personal property, gross receipts, and franchise taxes unrelated to the operation of Station WACM;
2. Licensee’s professional services, including its attorneys’ and accountants’ fees and any FCC costs related to the operation of Station WACM for which no provision is explicitly made in this Agreement; and
3. Non-operating expenses, including, but not limited to, postage, telephone, and delivery services.

SCHEDULE C

TERM

This Agreement shall begin on March 12, 2015. It shall run until the closing of the sale of Station WACM to Programmer or termination of the Purchase Agreement between Licensee and Programmer for the purchase of WACM, whichever comes first.

In the event that the Closing on Station WACM does not occur under the terms of the Purchase Agreement, Licensee has the right to terminate this Agreement and retain all payments made under this Agreement.

Programmer shall have the right to assign his rights and duties under this Agreement to a corporate entity in which he has sole or majority ownership and control. No other assignment of the rights under this agreement shall be permitted without mutual agreement by the Parties, not to be unreasonably withheld, delayed, or conditioned.

SCHEDULE D

Payola Affidavit

FORM OF PAYOLA AFFIDAVIT

City of _____)
County of _____) SS:
State of _____)

ANTI-PAYOLA/PLUGOLA AFFIDAVIT

_____, being first duly sworn, deposes and says as follows:

1. He/She is _____ for _____.
2. He/She has acted in the above capacity since _____.
3. No matter has been broadcast by Stations _____ for which service, money or other valuable consideration has been directly or indirectly paid, or promised to, or charged, or accepted, by him/her from any person, which matter at the time so broadcast has not been announced or otherwise indicated as paid for or furnished by such person.
4. So far as he/she is aware, no matter has been broadcast by Stations _____ for which service, money, or other valuable consideration has been directly or indirectly paid, or promised to, or charged, or accepted by Stations _____ or by any independent contractor engaged by Stations _____ in furnishing programs, from any person, which matter at the time so broadcast has not been announced or otherwise indicated as paid for or furnished by such person.

Affiant

Subscribed and sworn to before me
this ____ day of _____, ____.

Notary Public
My Commission expires: _____