

## SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT (this “Agreement”) is made as of April 14, 2015 among Cosecha Communications LLC, a Delaware limited liability company, in its capacity as trustee of the Access.1 Station Trust (“Cosecha”), Access.1 Communications Corp.-NY, a New York corporation, Access.1 Communications – Shreveport, LLC, a Louisiana limited liability company, Access.1 Texas License Company, LLC, a Texas limited liability company, and Access.1 Louisiana Holding Company, LLC, a Louisiana limited liability company (collectively, “Access”), and Alpha Media LLC, a Delaware limited liability company (“Alpha”).

### Recitals

A. Cosecha owns and operates the following radio broadcast stations (the “Stations”) pursuant to licenses issued by the Federal Communications Commission (“FCC”):

KCUL-FM, Marshall, Texas (Longview-Tyler, Texas market)  
KSYR(FM), Benton, Louisiana (Shreveport, Louisiana market)

B. Cosecha, on the one hand, and Access.1 Communications Corp., Access.1 Louisiana Holding Company LLC, and Access.1 Texas License Company LLC (the “Access.1 Companies”), on the other hand, are parties to that certain Facilities, Services and Personnel Agreement, dated as of August 29, 2013 (the “Facilities and Services Agreement”), which requires the Access.1 Companies to make available certain facilities, services and personnel to Cosecha in conjunction with its operation of the Stations.

C. Access and Cosecha desire to share certain services used by the Alpha stations located in the Stations’ markets (the “Alpha Stations”) on the terms set forth in this Agreement.

D. Cosecha and Access have filed with the FCC assignment of license applications, and, upon the FCC’s grant of those applications, Cosecha will assign the FCC licenses and other assets of the Stations to Access. Until such time as the assets of the Stations are assigned to Access (the “Assignment”), Alpha shall provide services to enable the Access.1 Companies to satisfy, in part, their obligations to Cosecha under the Facilities and Services Agreement, and Cosecha shall perform the duties of and be entitled to the benefits accorded to Access under this Agreement with respect to the Stations. Upon consummation of the Assignment, Cosecha shall have no further obligations or rights under this Agreement, and Access shall be entitled to share Alpha’s services for the Stations.

### 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 the date of this Agreement and will continue until the date one (1) year thereafter. The Term shall automatically renew for successive Terms of one (1) year each, unless either Access or Alpha delivers written notice of non-renewal to the other at least ninety (90) days prior to the end of the then-current Term; provided, that, if the Assignment has not yet occurred, such notice shall be simultaneously served on Cosecha. Notwithstanding the foregoing, either Access or Alpha may terminate this Agreement, in whole or in part, at any time upon at least ninety (90) days’ prior written notice to the other; provided, that, if the Assignment has not yet occurred, such notice shall be simultaneously served on Cosecha. In addition, this Agreement shall automatically terminate with respect to a Station upon the consummation of a sale of the Station’s assets (including its FCC licenses) to a third party. If the Term expires or is terminated prior to the Assignment, the Access.1 Companies shall, upon such expiration or termination, resume any and all services previously provided under the Facilities and Services Agreement that were provided by Alpha to the Stations under this Agreement.

2. Services.

(a) During the Term, to the extent reasonably requested by Access or Cosecha (as applicable), so long as the Stations are using the Access Space (defined below) at the Alpha Studios (defined below), Alpha shall provide Access or Cosecha (as applicable) with the following services for the Stations, in substantially the same manner as provided to the Alpha Stations (where practicable, taking into account separate ownership), and subject to oversight and control by the applicable Access entity, or, as the case may be, Cosecha:

(i) master control facilities and services and traffic and billing services, including without limitation scheduling of commercial spots and preparation of commercial logs;

(ii) engineering and information technology services, including without limitation monitoring of equipment, facilities and technical operations, and other IT functions;

(iii) administrative and accounting services, including without limitation shared use of “back-office” and other non-managerial employees for clerical and administrative support; and

(iv) programming and sale of advertising, but in no event more than 15% of the programming or advertising broadcast on the Stations during any week (with the understanding that, prior to the Assignment, Cosecha will retain the discretion whether to use such programming or permit the sale of such advertising), and after the Assignment, Access will retain the discretion whether to use such programming or permit the sale of such advertising.

(b) During any period of shared use of any traffic or other automated system under this Agreement, (i) Alpha shall make all decisions regarding its stations’ programming to be automated using such systems, and shall otherwise control its stations’ programming and be responsible for the use of such systems with respect thereto, and (ii) Access (or, if the Assignment has not yet occurred, Cosecha) shall make all decisions regarding the Stations’

programming to be automated using such systems, and shall otherwise control the Stations' programming and be responsible for the use of such systems with respect thereto. The parties shall instruct their employees involved in the operation of any such system accordingly. Any use by Access (or, as the case may be, Cosecha) of Alpha's traffic or other automated systems shall be in compliance with Alpha's rights in such systems.

(c) With respect to any Alpha employees who perform services for both the Alpha Stations and the Stations, (i) when performing services for the Alpha Stations, such employees will report to and be supervised and directed solely by Alpha, and (ii) when performing services for the Stations, such employees will report to and be supervised and directed solely by the applicable Access entity (or, as the case may be, Cosecha), and the parties shall instruct such shared employees accordingly. Nothing in this Agreement creates an employment relationship between Access or Cosecha and employees of Alpha providing the services.

### 3. Facilities.

(a) During the Term, subject to any applicable landlord consent, Alpha shall provide access to and use of the space described on *Exhibit A* to this Agreement (the "Access Space") located at the Alpha Stations' studio and offices described on *Exhibit A* to this Agreement (the "Alpha Studios"), as is reasonably necessary for the operation of the Stations. When on Alpha's premises, neither Access nor Cosecha shall (i) act contrary to the terms of the leases for such premises, (ii) permit to exist any lien, claim or encumbrance on the Alpha Studios, (iii) make alterations or improvements to the Access Space or the Alpha Studios or (iv) interfere with the business and operation of the Alpha Stations or Alpha's use of such premises. Access, or, as the case may be, Cosecha, may use the Access Space only for the operation of the applicable Station in the ordinary course of business and for no other purpose. Access and, as the case may be, Cosecha, shall comply with all laws applicable to its operations from the Alpha Studios, including without limitation all laws with respect to hazardous materials and any site regulations of Alpha. Access shall maintain sufficient insurance with respect to its operations, or, as the case may be, Cosecha's operations, during the Term. Access and, to the extent applicable, Cosecha shall maintain the Access Space and its equipment located therein consistent with past practice. Nothing in this Agreement limits Alpha's ability to modify or move the Alpha Stations' facilities and provide alternative space and facilities for the operation of the Stations. This Agreement is subject and subordinate to Alpha's leases for the Alpha Studios, and this Section 2 does not constitute a grant of any real property interest. If the lease for either of the Alpha Studios terminates for any reason, then this Section 3 shall automatically terminate with respect to such Alpha Studio concurrent therewith.

(b) At the end of the Term (or upon any earlier termination of this Agreement), Access and, as the case may be, Cosecha, shall vacate the Alpha Studios, move all of their assets and employees from such sites, surrender the Access Space in the condition existing on the date hereof and return all office keys and other means of entry to Alpha.

(c) During the Term, Access and, as the case may be, Cosecha, shall provide Alpha access to and the use of the Stations' transmission facilities as is reasonably necessary for

Alpha to perform its engineering obligations under this Agreement. When on the Access Space, Alpha's personnel shall be subject to the direction and control of Access', or, as the case may be, Cosecha's, management personnel and shall not act contrary to the terms of any lease for such premises.

4. Fees.

(a) Fees. In consideration of the services provided pursuant to Section 2 of this Agreement, during the Term, Access shall pay Alpha the sum of Six Thousand Dollars (\$6,000) per month commencing on the date of this Agreement, each such payment due in arrears at the end of each quarter (with any partial month prorated). On or around the date three (3) months after the date of this Agreement, Alpha and Access shall in good faith cooperate and review the fees paid to Alpha under this Agreement and promptly make any appropriate adjustments to the amount of the monthly fee due hereunder. Beginning on April 1, 2016 and on each April 1 thereafter during the Term, such fee (as may have been previously adjusted by the parties) shall be automatically increased by an amount equal to three percent (3%) of the fee for the immediately preceding year. Access shall pay such increased fee without notice from Alpha. The parties will periodically review with each other the amount of the fee and make any adjustments to it upon which they mutually agree.

(b) Out-of-Pocket Costs.

(1) Access shall reimburse Alpha within ten (10) business days after invoice for any out-of-pocket costs and expenses related to the Stations incurred by Alpha in performing this Agreement; provided, however, that Access' prior written consent shall be required (not to be unreasonably withheld, delayed or conditioned) before Alpha incurs any out-of-pocket cost or expense proposed to be reimbursed by Access for any item in excess of \$3,000, provided that, in no event will the items exceed \$20,000 in the aggregate in any calendar year.

(2) In the event Alpha deems capital expenditures are required for the performance of its obligations under this Agreement after the Assignment, Alpha shall provide Access with a written description of the capital expenditures proposed to be incurred. Access, in its discretion, may incur the capital expenditures or otherwise address the need for such capital expenditure to Alpha's reasonable satisfaction. If Access does not timely incur the capital expenditures or does not address the need for such capital expenditure to Alpha's reasonable satisfaction, Alpha may, but shall have no obligation to, incur such capital expenditures with respect to the Stations, provided that any such expenses incurred by Alpha shall be promptly reimbursed by Access up to \$10,000 for any one item, not to exceed \$25,000 in the aggregate in any calendar year (or such other amount as Alpha and Access may otherwise agree).

(c) Programming and Advertising. Alpha shall retain all revenue with respect to advertisements sold by Alpha to be broadcast on the Stations.

5. Control. The obligations of the parties under this Agreement are subject to the Communications Act of 1934, as amended (the "Act"), the rules, regulations and policies of the FCC promulgated thereunder and all other applicable laws. Consistent with the Act and FCC

rules, Cosecha or, as the case may be, the applicable Access entity that is the FCC licensee of the particular Station shall control, supervise and direct the day-to-day operation of the applicable Station, including its employees, and Alpha shall control, supervise and direct the day-to-day operation of the Alpha Stations, including Alpha's employees, and nothing in this Agreement affects any such respective responsibilities.

6. Confidentiality. Subject to the requirements of applicable law, all non-public information regarding the parties and their business and properties that is disclosed in connection with the performance of this Agreement (including without limitation any financial information) shall be confidential and shall not be disclosed to any other person or entity. This Section shall survive any termination of this Agreement.

7. Authority. Alpha, Cosecha and Access each represent and warrant to the other parties 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 do not conflict with, result in a breach of, or constitute a default or ground for termination under any agreement to which it is a party or by which it is bound.

8. Indemnification. Access and Alpha shall each indemnify, defend and hold the other harmless from and against any and all loss, liability, cost and expense (including reasonable attorneys' fees) arising from any third party claim arising out of the transactions contemplated by this Agreement. In addition, without limiting the foregoing, Access shall indemnify, defend and hold Alpha harmless from and against any and all loss, liability, cost and expense (including reasonable attorneys' fees) arising from Access' and, as the case may be, Cosecha's use of the Alpha Studios (and the equipment located at such studios) and from any breach of this Agreement by Access or Cosecha. Without limiting the foregoing, Access shall indemnify Alpha for all actions or inactions of Cosecha arising out of or related to this Agreement or Cosecha's ownership of the Stations. The obligations under this Section shall survive any termination of this Agreement.

9. Liability.

(a) In no event will any party have any liability, whether based on contract, tort (including negligence or strict liability), warranty or any other legal or equitable grounds, for any punitive, consequential, indirect, exemplary, special or incidental loss or damage suffered by the other arising from or related to the performance or nonperformance of this Agreement, including loss of data, profits, interest or revenue or interruption of business, even if such party has been informed of or might otherwise have anticipated or foreseen the possibility of such losses or damages. Alpha's maximum liability to Access, or as the case may be, Cosecha under this Agreement shall not exceed the fees paid by Access to Alpha hereunder.

(b) Notwithstanding anything in this Agreement to the contrary, Alpha makes no representation or warranty, express or implied, with respect to the services, facilities or

personnel provided pursuant to this Agreement, all of which are expressly disclaimed and waived by Access and Cosecha. Alpha commits to using commercially reasonable efforts to provide the services, facilities and personnel contemplated by this Agreement.

10. Termination. If either Access, Cosecha or Alpha fails to perform its obligations under this Agreement in any material respect, and such failure continues for a period of ten (10) business days after the non-defaulting party has provided the defaulting party with written notice thereof, then the non-defaulting party may terminate this Agreement by giving written notice to the defaulting party (and, if the Assignment has not yet occurred, Cosecha as well). No termination shall relieve a party of liability for failure to comply with this Agreement prior to termination.

11. Force Majeure. Any delay or interruption in the provision of services, facilities or personnel hereunder, in whole or in part, due to acts of God, acts of terrorism, strikes, lockouts, material or labor restrictions, governmental action, riots, natural disasters or any other cause not reasonably within the control of Alpha shall not constitute a breach of this Agreement, and Alpha shall not be liable to Access or Cosecha for any liability or obligation with respect thereto.

12. Assignment. No party may assign its rights or obligations under this Agreement, except that Alpha may assign its rights and obligations under this Agreement to any buyer who acquires the Alpha Studios (in which case Alpha shall promptly provide notice to Access, and if applicable, Cosecha as well of such assignment). 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.

13. Severability. If any court or governmental authority of competent jurisdiction holds any provision of 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.

14. Notices. Any notice pursuant to this Agreement shall be in writing and shall be deemed delivered on the date of personal delivery, confirmed delivery by a nationally recognized overnight courier service or confirmed receipt of an electronic mail transmission, and shall be addressed as follows (or to such other address as any party may request by written notice made in accordance with this Section):

if to Access, then to:

Access.1 Communications Corp.  
112 West 34<sup>th</sup> Street  
Suite 1401  
New York, NY 10120  
Attention: Chesley Maddox-Dorsey, CEO  
E-mail: Chesley@access1radio.com

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  
Steven Stone  
E-mail: [SStone@rwdhc.com](mailto:SStone@rwdhc.com)

if to Alpha, then to:

Alpha Media LLC  
1015 Eastman Drive  
Bigfork, MT 59911  
Attention: Larry Wilson, Chairman  
E-mail: [Larry@alphamediausa.com](mailto:Larry@alphamediausa.com)

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  
E-mail: [Donna.Heffner@alphamediausa.com](mailto:Donna.Heffner@alphamediausa.com)

and to:

Wiley Rein, LLP  
1776 K Street NW  
Washington, DC 20006  
Attention: Kathleen A. Kirby  
E-mail: [KKirby@wileyrein.com](mailto:KKirby@wileyrein.com)

if to Cosecha, then to:

Cosecha Communications LLC, as Trustee  
c/o Media Venture Partners, LLC  
244 Jackson Street, Fourth Floor  
San Francisco, CA 94111-2022  
E-mail: [eevers@mediaventurepartners.com](mailto:eevers@mediaventurepartners.com)

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

Pillsbury Winthrop Shaw Pittman LLP  
1200 Seventeenth Street, NW  
Washington, DC 20037-1122  
Attn: Lewis J. Paper, Esq.  
E-mail: [lew.paper@pillsburylaw.com](mailto:lew.paper@pillsburylaw.com)

15. FCC Compliance. It is the parties' intention that this Agreement comply with the Act and the rules, regulations and policies of the FCC promulgated thereunder. The parties shall

promptly make any amendment to this Agreement that may be required by any order or other decision of the FCC or that may be informally requested by the FCC staff to ensure such compliance; provided, however, that if such amendment would deprive a party of the benefits of this Agreement in any material respect, then such party may terminate this Agreement upon at least 30 days' prior written notice of termination, with the understanding that any such notice shall be provided within 30 days after the FCC issues any such order or decision or makes any such request.

16. Cosecha's Status. Upon the Assignment, Cosecha shall no longer be deemed to be a party to this Agreement and shall not thereafter have any rights or obligations hereunder.

17. Miscellaneous. No waiver of compliance with any provision hereof shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of such waiver 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 or among the parties. No party shall be authorized to act as an agent of or otherwise to represent any 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 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, and, to the extent there is any conflict between this Agreement and the Facilities and Services Agreement, the provisions of this Agreement shall govern. This Agreement may be amended only by a document executed by all (or, as the case may be, both) parties. This Agreement may be executed in separate counterparts, and all counterparts shall collectively be deemed one and the same document. Signatures delivered by facsimile or by electronic mail shall be deemed original signatures for all purposes.

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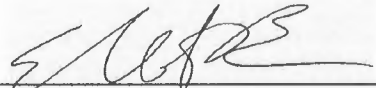
[SIGNATURE PAGES FOLLOW]



SIGNATURE PAGE TO SHARED SERVICES AGREEMENT

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

COSECHA COMMUNICATIONS LLC,  
as Trustee of the Access.1 Station Trust

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

ACCESS.1 COMMUNICATIONS CORP.-NY

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

ACCESS.1 COMMUNICATIONS-  
SHREVEPORT, 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

ACCESS.1 LOUISIANA HOLDING COMPANY,  
LLC

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

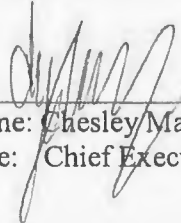
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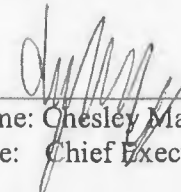
COSECHA COMMUNICATIONS LLC,  
as Trustee of the Access.1 Station Trust

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

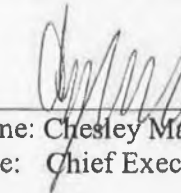
ACCESS.1 COMMUNICATIONS CORP.-NY

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

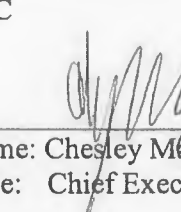
ACCESS.1 COMMUNICATIONS-  
SHREVEPORT, LLC

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

ACCESS.1 TEXAS LICENSE COMPANY, LLC

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

ACCESS.1 LOUISIANA HOLDING COMPANY,  
LLC

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

SIGNATURE PAGE TO SHARED SERVICES AGREEMENT

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

ALPHA MEDIA LLC

By:   
Name: Lawrence R. Wilson  
Title: Chairman

EXHIBIT A TO SHARED SERVICES AGREEMENT

1. KCUL-FM, Marshall, Texas (Longview-Tyler, Texas market)

Access Space: 500-600 square feet, as determined by Alpha

Alpha Studio: 4408 US Highway 259, North Longview, Texas

2. KSYR(FM), Benton, Louisiana (Shreveport, Louisiana market)

Access Space: 636 square feet, which may be increased up to 1,000 square feet as determined by Alpha

Alpha Studio: 208 North Thomas Drive, Shreveport, Louisiana



# Access. 1 Communications Corp

112 W. 34th Street, Suite 1401 • New York, NY 10120 • (212) 714-1000 • Fax (212) 643-3871



April 6, 2015

## VIA HAND DELIVERY

Noah Yoder  
P.O. Box 9790  
Longview, TX 75608

Re: *KKUS(FM), Tyler, TX*                      *KOOI(FM), Jacksonville, TX*  
*KOYE(FM), Frankston, TX*                      *KYKX(FM), Longview, TX*

Dear Mr. Yoder:

As you know, Access.1 Communications Corp.-NY ("Access.1 NY") and its affiliates (collectively, "Access.1") are selling the radio stations set forth above (the "Stations") to Alpha Media LLC ("Alpha Media").

As stated in the letter attached with respect **Consent To Assignment**, Alpha Media has agreed to accept upon closing the assignment of the Lease between you and Access.1 NY commencing July 1, 2005 (the "Lease") for the studio site located at 4408 US Highway 259, North Longview, TX (the "Premises"), and to assume all of Access.1 NY's rights, liabilities and obligations under the Lease arising after the closing of the sale of the Stations to Alpha Media.

In connection with this transaction, at the closing, Access.1 and Alpha Media intend to enter into an agreement whereby Alpha Media will allow Access.1 to access and use approximately 500-600 square feet of space located on the Premises for the operation of radio station KCUL-FM, Marshall, Texas for a pro rata share of the total rent paid under the Lease.


Please sign below to confirm your consent to Access.1's use of the Premises as set forth above, and email me a copy of the signed letter at [abjr@access1radio.com](mailto:abjr@access1radio.com), and mail the originally signed copy to me at the address above. Please feel free to call me at 212-714-1000 with any questions.

Sincerely,

Arthur Benjamin, Jr.  
Chief Financial Officer

Consented to on the <sup>7<sup>th</sup></sup> 8 day of APRIL, 2015:

NOAH YODER



A handwritten signature in black ink, appearing to read 'Noah Yoder', is written over a horizontal line.

cc: Steven Stone [sstone@rwdhc.com](mailto:sstone@rwdhc.com)  
Chesley Maddox-Dorsey [chesley@access1radio.com](mailto:chesley@access1radio.com)

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## Access. 1 Communications Corp

112 W. 34th Street, Suite 1401 • New York, NY 10120 • (212) 714-1000 • Fax (212) 643-3871



April 3, 2015

### VIA HAND DELIVERY

VICAL D&W Plaza, L.L.C.  
% All Property Services  
P.O. Box 7353  
Shreveport, LA

Attention: Daniel F. Delaney, Member  
Matthew R. Delaney, Member

Re: *KBTT(FM), Haughton, LA*                      *KOKA(AM), Shreveport, LA*  
*KDKS-FM, Blanchard, LA*                      *KLKL(FM), Minden, LA*  
*KTAL-FM, Texarkana, TX*

Dear Sirs:

As you know, Access.1 Communications Corp.-NY and its affiliates (collectively, "Access.1") are selling the radio stations set forth above (the "Stations") to Alpha Media LLC ("Alpha Media").

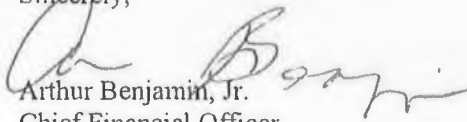
As stated in the letter attached with respect to **Consent To Assignment of Lease**, Alpha Media has agreed to accept upon closing the assignment of the Lease between VICAL D&W PLAZA, L.L.C. (successor to Mainstreet Commercial Development Corporation) and Access.1 Communications-Shreveport, LLC ("Access.1 Shreveport") commencing May 1, 2013, as amended (the "Lease"), for the studio site located at 208 North Thomas Drive, Shreveport, LA (the "Premises"), and to assume all of Access.1 Shreveport's rights, liabilities and obligations under the Lease arising after the closing of the sale of the Stations to Alpha Media.

In connection with this transaction, at the closing, Access.1 and Alpha Media intend to enter into an agreement whereby Alpha Media will allow Access.1 to access and use between approximately 600-1,000 square feet of space located on the Premises for the operation of radio station KSYR(FM), Benton, Louisiana for a pro rata share of the total rent paid under the Lease.

Please sign below to confirm your consent to Access.1's use of the Premises as set forth above, and email me a copy of the signed letter at [abjr@access1radio.com](mailto:abjr@access1radio.com), and mail the originally signed copy to me at the address above. Please feel free to call me at 212-714-1000 with any questions.

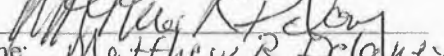


Sincerely,

  
Arthur Benjamin, Jr.  
Chief Financial Officer

Consented to on the 9<sup>th</sup> day of April, 2015:

VICAL D&W PLAZA, I.L.C.

By:   
Name: Matthew R Delaney  
Title: mg mem

cc: Steven Stone [sstone@rwdhc.com](mailto:sstone@rwdhc.com)  
Chesley Maddox-Dorsey [chesley@access1radio.com](mailto:chesley@access1radio.com)