TIME BROKERAGE AGREEMENT
(FOR PROGRAMMING VIA A FEED)

THIS TIME BROKERAGE AGREEMENT ("Agreement") is made as of this 22nd day of July, 2016, by and between Radio One, Inc. ("Licensee"), having its principal place of business at 1010 Wayne Avenue, 14th Floor, Silver Spring, MD 20910 with offices at 1705 Whitehead Road, Baltimore, MD 21207, and We Care Baltimore ("Programmer"), with an address at 8 Maryland Park Dr.

WHEREAS, Licensee operates radio station(s) [WWIN-AM] in the [Baltimore, MD] metropolitan area, broadcasting at [1400 AM] (the "Station"), pursuant to a license and authorizations issued by the Federal Communications Commission ("FCC"); and

WHEREAS, Programmer desires to purchase program time on the Station in order to broadcast its programming;

NOW, THEREFORE, in consideration of the foregoing, and the mutual promises made herein, and for other good and valuable consideration received by each party, the receipt, adequacy and sufficiency which is hereby acknowledged, Programmer and Licensee agree as follows:

1. PROGRAMMING. Subject to the terms of this Agreement, Licensee agrees to make program time available to Programmer on the Station as set forth in this Agreement, for the broadcast of Programmer's programming entitled "We Care Baltimore" ("Program"), as hosted by Stephanie Poplar ("Host"). The Program will run from 10:00am until 11:00am[1] weekly during the Term (as defined below) on Saturday. Programmer shall not sublet or resell broadcast time, in whole or in part, to another individual, organization, company who then operates the time as its own. Licensee reserves the right to change the Program broadcast time upon providing Programmer written notice thereof. Further, Licensee has the absolute discretion to refuse to broadcast all or any part of any Program content and/or commercial matter as Licensee determines in its sole discretion. No programming other than that featuring the Host will be permitted on-air during the Program without the prior approval of Licensee, which must be submitted to Licensee by Programmer at least two (2) business days prior to the intended broadcast. Each episode of the Program shall contain an announcement in form satisfactory to Licensee at the beginning and the conclusion of the Program to clearly indicate that Programmer has purchased the airtime, and that "the views and opinions of the following paid programming show do not necessarily reflect the views and opinions of [1400 AM], Radio One, Inc., or their management." In addition, a Station ID, as determined by Licensee, must be mentioned or played at the top of each Program and hour.

2. TERM. This Agreement shall commence on July 22, 2016 and, unless earlier terminated as provided in this Agreement, shall continue for a period of fifty-two (52) weeks ending on July 22, 2017 ("Initial Term"). Following the expiration of the Initial Term, this Agreement shall automatically renew for successive one (1) year periods (each a "Renewal Term" and collectively with the Initial Term, the "Term") unless either party provides written notice of its intent not to renew this Agreement at any time prior to the expiration of the Initial Term or any successive Renewal Term.

3. PROGRAMMING FEE. In exchange for Licensee's broadcast of the Program on the Station, Programmer agrees to pay Licensee the weekly (net) sum of One Hundred Fifty Dollars ($150.00) ("Program Fee"). The Program Fee must be paid within ten (10) days of being invoiced.

4. PRODUCTION. Programmer and its employees and agents agree to adhere to and comply with all of Station's studio and production guidelines, including any technical specifications required for the proper delivery of the Programming via a feed. Programmer shall be responsible for providing all programming contracted for

[1] Shows are [EXACT LENGTH OF SHOW] including the intro and the outro.

pursuant to this Agreement, and is liable financially for the time period contracted, even if Programmer does not provide a show for any given week. NO MUSIC FOR THE PROGRAM WILL BE PROVIDED OR SUPPLIED BY LICENSEE OR STATION. If Programmer fails to provide a weekly episode, Programmer shall not be relieved of its payment obligations, and further, Licensee may broadcast any other program in the time slot as it may determine in its sole discretion. Programmer shall ensure that the Program meets the technical and quality standards of the other programming broadcast on the Station. If Licensee determines in its sole discretion that the Program does not meet these standards, then Licensee shall advise Programmer in writing of the technical deficiencies and, Licensee may reject the Program until such time as the technical deficiency is corrected. Any remote broadcasts of the Program on the Station must be approved in advance by Station management.

5. PROGRAM GUIDELINES AND CONDUCT. Pursuant to this Agreement, Programmer may use the Station studio in connection with the broadcast of the Program, and Programmer agrees to comply with all of Licensee's rules for using the Station studio. Programmer shall not be permitted to use the Station studio for any purpose other than those in furtherance of this Agreement, and not for any other commercial purpose. Programmer may use microphones and headphones as supplied by Licensee; however, any damage to Licensee equipment shall be the sole responsibility of Programmer. Programmer agrees to comply with the following Station policies and acknowledges that failure to comply may result in the termination of this of this Agreement, as determined by Licensee in its sole discretion:

    a. Host (if applicable) will arrive at least fifteen (15) minutes prior to the start of each Program broadcast. Licensee reserves the right to limit persons in the Station studio to Host and guest(s) appearing "on air" only;

    b. Programmer will not enter the studio while another programmer is broadcasting, and will promptly vacate the studio upon the conclusion of the Program's broadcast, removing any personal items and trash upon the conclusion thereof;

    c. No smoking, eating, or drinking is permitted in any of the Station studios. The use of alcohol consumption on the Station premises if prohibited, and Licensee reserves the right to deny or restrict entry to any individual who, in Licensee's sole judgment, is deemed to be under, or suspected to be under, the influence of alcohol or drugs of any kind;

    d. Programmer will screen all Program callers prior to broadcasting them on air, and all material prior to the on air broadcast thereof;

    e. Programmer will follow directions and cues from Station board operators;

    f. The Program content shall at all times remain civil, and profanity, or any material which might be considered obscene, is prohibited. The Program shall not contain any content that is libelous, slanderous or disparaging toward any individual or company. Other radio programs or broadcasters shall not be directly or indirectly discussed during the Program; and

    g. Programmer will not solicit donations or monetary support for the benefit of Program or Programmer during the Program.

6. PROGRAM SOLICITATION. Programmer will not solicit donations or monetary support for the benefit of the Program during the Term.

7. PROGRAM ADVERTISING. Licensee will provide Programmer with promotional air-time on Station to promote the Program. Subject to time availability, Licensee will make commercially reasonable efforts to

provide Programmer with a minimum of Zero (0) sixty-second (:60) promotional announcements per week to run 6am – 12 Midnight in support of the Program during the Term of this Agreement. Promotional announcements will be at least sixty seconds (:60) in length and will be broadcast at the discretion of Licensee, subject to airtime availability.

8. IN-PROGRAM COMMERCIALS. No commercial matter or endorsements for third parties shall be broadcast during the Program without the express written permission of Licensee. Further, no advertising of any nature that is regulated by a governmental authority will be carried over the Station without strict adherence to the applicable regulation. Programmer will provide for Station's approval and attachment to the Station logs a list of any commercial announcements for each Program, if applicable, as set forth on the Broadcast Clock attached hereto as Addendum A. Additionally, Programmer will provide for attachment to the Station logs a list of all commercial announcements for each Program.

9. SWEEPSTAKES AND PROMOTIONS. No lottery will be presented over the Station. Any sweepstakes, game, contest or promotion to be presented over the Station will be fully stated and explained in advance to Station management and is subject to Licensee's prior approval. Licensee reserves the right in its sole discretion to reject any sweepstakes, game, contest or promotion that in its sole judgment it believes could be construed to be a lottery under applicable federal or state laws or does not comply with the rules and policies of the Federal Trade Commission or FCC controlling contests and promotions.

10. POLITICAL BROADCASTING. Programmer agrees not to air any program time for any agents or person(s) supporting or featuring a candidate for political office *without the prior written approval of Licensee*.

11. PAYOLA. It is understood and agreed that Programmer will not receive any consideration in money, goods, services, or otherwise directly or indirectly from any person (including from relatives or personal acquaintances) or company for the playing of records or the presentation of any programming or commercial announcements over the Station without such broadcast being announced and logged as sponsored. **Programmer understands that violation of this provision is "Payola" and constitutes as federal crime.** It is further understood and agreed that no commercial message ("Plugola") or undue reference will be made in programming presented over the Station to any business venture, profit making activity or other interest (other than non-commercial announcements for bona fide charities, church activities, or other public service activities) in which Programmer or anyone else are directly or indirectly interested unless prior approval is issued by Station management and unless said broadcast is announced and logged as sponsored. Every six (6) months, Programmer agrees to execute appropriate affidavits prepared by Licensee to effectuate the purpose of this Paragraph 10 relating to "Payola" and "Plugola." Programmer will also deliver to Licensee every six (6) months affidavits signed by all of its on-air personnel (if different from Programmer) concerning "Payola" and "Plugola." In addition to any other provisions for the termination of this Agreement, Programmer's failure to supply the aforementioned affidavits will entitle Licensee to terminate this Agreement immediately and without notice.

12. PREEMPTION. Licensee reserves the right to preempt the Program for spots or other programming as determined in Licensee's sole discretion. In the event of preemption, Programmer's sole remedy is to reschedule the broadcast of the applicable Program (date and time to be determined by Licensee).

13. LICENSEE'S REGULATORY OBLIGATIONS. Licensee will have full authority, power and control over the management and operation of the Station during the Term of this Agreement. Nothing herein shall be construed as limiting in any way Licensee's rights and obligations as an FCC licensee to make the ultimate programming decisions for the Station and to exercise ultimate control and responsibility with respect to personnel, finances and operations of the Station. Licensee will remain responsible for Station's compliance with all applicable provisions of the Communications Act of 1934, as amended (the "Act"), and the rules and regulations of the FCC. Licensee will be responsible for insuring that the Station's overall programming is

responsive to community needs and in the public interest. Licensee has the authority, in its sole discretion, to:

a. interrupt Programmer's programming in case of emergency or to facilitate Licensee's compliance with applicable law;

b. reject and refuse to transmit any programming produced or proposed by Programmer that Licensee, in its good faith, deems to be unsatisfactory, unsuitable, or contrary to the public interest, as determined by Licensee in its reasonable discretion;

c. originate or rebroadcast from any source any programming which Licensee, in its reasonable good faith discretion deems to be of greater importance that the programming supplied by Programmer or which Licensee believes will better serve the needs and interests of the Station's service area.

14. OWNERSHIP OF RIGHTS. All rights not specifically granted to either party hereunder in and to the other's programming and signal and the content thereof are reserved to each for their sole and exclusive use, disposition and exploitation. This Agreement does not confer to Programmer any rights whatsoever to use Station's trademarks, logos, or call signs in any written materials of any kind in any medium without the prior express written consent by Station management.

15. REPRESENTATIONS, WARRANTIES AND COVENANTS OF PROGRAMMER. Programmer hereby makes the following representations, warranties and covenants to Licensee:

a. The execution delivery and performance of this Agreement has been duly authorized by all necessary corporate action on the part of Programmer (if applicable), and this Agreement constitutes the legal valid and binding obligation of Programmer enforceable in accordance with its terms.

b. The execution, delivery and performance of this Agreement does not and will not violate any order, rule, judgment or decree to which Programmer is subject and does not and will not constitute a breach or default under its charter, by laws or any contract, agreement, or other commitment to which Programmer is a party or may be bound.

c. The Program supplied by Programmer for broadcast on the Station will comply with all applicable laws, including without limitation, the Act and all applicable FCC Rules, including but not limited to the FCC's sponsorship identification rules.

d. Programmer possesses and will maintain all rights necessary to broadcast the programming supplied hereunder, including such rights as ay be necessary to permit Licensee to rebroadcast the programming supplied hereunder.

16. TERMINATION. This Agreement may be terminated by either party for any reason at any time upon written notice; provided, however, that this Agreement may be terminated by Licensee at any time and without notice pursuant to any article in this Agreement, or if, in Licensee's opinion this Agreement or any portion thereof is, or may be, in violation of state or federal law or the rules, regulations, policies and/or decisions of the FCC, or its Programmer's programming is deemed by Licensee to likely place the Station's license in jeopardy at the FCC.

17. INDEMNIFICATION. Programmer agrees to indemnify and hold Station and Licensee's parent and affiliated companies and their respective officers, directors, employees, agents and licensees harmless from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of any breach or non-performance by Programmer of this Agreement or the broadcast or

Licensee's use of any programs, commercials or other materials provided by Programmer. The indemnification provisions contained in this Paragraph 16 shall survive any expiration or sooner termination of this Agreement.

18. FORCE MAJEURE. Any delay in or failure by either party in the performance of any obligation hereunder will be excused to the extent caused by occurrences beyond such party's reasonable control, including, but not limited to, acts of God, strikes or other labor disturbances, war, whether declared or not, sabotage and any other cause, whether or not similar, to those herein specified which cannot reasonably be controlled by such party; provided that, the party experiencing such force majeure event shall notify the other party promptly regarding such force majeure event and shall take reasonable steps to ameliorate or cure the cause of such delay.

19. ASSIGNMENT. This Agreement may not be assigned by Programmer without the prior written permission of Licensee. Licensee may assign this Agreement to any entity that, directly or indirectly controls, is controlled by, or is under common control of the parent company of Licensee's parent company, or any entity that acquires the Station.

20. RELATIONSHIP OF THE PARTIES. Nothing contained in this Agreement will be deemed to constitute Licensor and Licensee as partners or joint venturers with each other. Each party acknowledges and agrees that it neither has nor will give the appearance or impression of having any legal authority to bind or commit the other party in any way. Programmer agrees that it will be solely responsible for the payment of all wages, federal, state and local income taxes, as well as all workers' compensation insurance requirements for all personnel it supplies pursuant to this Agreement.

21. NOTICES. All notices and other communications required or permitted to be given by this Agreement shall be in writing and shall be deemed received if and when either hand-delivered and a signed receipt is given thereof, or delivered by registered or certified U.S. mail, return receipt requested, postage prepaid and addressed as follows, or at such other address as any party hereto shall notify the other of in writing:

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| If to Licensee: | Radio One, Inc.<br>1705 Whitehead Road<br>Baltimore, MD 21207 |
| With a required copy to: | Radio One, Inc.<br>1010 Wayne Avenue, 14th Floor<br>Silver Spring, MD 20910<br>Attention: General Counsel |
| If to Company: | We Care Baltimore<br>8 Maryland Park DR<br>Capital Heights, MD 20743<br>Attention: Stephanie Poplar |

22. ENTIRE AGREEMENT. This Agreement contains the entire understanding between the parties with respect to the subject matter hereof. No amendment of modification of this Agreement shall be binding on either party hereto unless first reduced to writing and signed by both parties hereto. **The only Persons authorized to alter the terms of this agreement on behalf of Licensee are the General Manager or an officer of Licensee.** It is expressly agreed that this Agreement supersedes and prior agreements. If any provision contained

herein is held to be invalid, illegal or unenforceable, this shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had not been contained herein.

23. GOVERNING LAW. This Agreement shall be construed in accordance with the laws of the State of [MD].

24. COUNTERPART SIGNATURES. This Agreement may be signed in one or more counterparts.

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

RADIO ONE, INC.

By: _____

Name: _____

Title: _____

Date: _____

[PROGRAMMER]

By: _____

Name: _____

Title: _____

Date: _____

To: Mike Davis

herein is held to be invalid, illegal or unenforceable, this shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had not been contained herein.

23. GOVERNING LAW. This Agreement shall be construed in accordance with the laws of the State of [MD].

24. COUNTERPART SIGNATURES. This Agreement may be signed in one or more counterparts.

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

RADIO ONE, INC.

By: [signature]

Name: Duane F Marsh

Title: VP/C

Date: 7 22 16

[PROGRAMMER]

By: Stephanie Poplar

Name: Stephanie Poplar - WE CARE BALTIMORE

Title: President

Date: 7/22/2016

*ADDENDUM – A*

**SHOW IS [EXACT LENGTH OF SHOW] INCLUDING THE INTRO AND OUTRO**