TIME BROKERAGE AGREEMENT
(FOR PROGRAMMING VIA A FEED)

THIS TIME BROKERAGE AGREEMENT ("Agreement") is made as of this 29th day of June, 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 The Watchman ("Programmer"), with an address at 3625 Forest Hill Rd.

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 "The Watchman" ("Program"), as hosted by Bobby Moses ("Host"). The Program will run from 12:30pm until 1:30pm[1] weekly during the Term (as defined below) on Wednesday. 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 June 29, 2016 and, unless earlier terminated as provided in this Agreement, shall continue for a period of fifty-two (52) weeks ending on June 29, 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 Thirty Seven Dollars and Fifty Cents ($137.50) ("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.
58:30

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

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:

If to Licensee:	Radio One, Inc. 1705 Whitehead Road Baltimore, MD 21207
With a required copy to:	Radio One, Inc. 1010 Wayne Avenue, 14th Floor Silver Spring, MD 20910 Attention: General Counsel
If to Company:	The Watchman 3625 Forest Hill Rd Baltimore, MD 21207 Attention: Bobby Moses

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

ADDENDUM – A

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

58:30