

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 10-Q

(Mark One)

Quarterly Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

For the quarterly period ended March 31, 2016

Transition Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

For the transition period from _____ to _____

COMMISSION FILE NUMBER 333-163439

WALL STREET MEDIA CO, INC.

(Exact name of registrant as specified in its charter)

Nevada

(State or other jurisdiction of
incorporation or organization)

26-4170100

(IRS employer
identification number)

**2001 Palm Beach Lakes Blvd – Suite 502-E
West Palm Beach, FL**

(Address of Principal Executive Offices)

(877) 222-0205

(Registrant's telephone number,
including area code)

33409

(Zip Code)

Copies to:

**Laura Anthony, Esq.
Legal & Compliance, LLC
330 Clematis Street, Suite 217
West Palm Beach, FL 33401
(561)514-0936**

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer
Non-accelerated filer

Accelerated filer
Smaller reporting company

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date.

Class	Outstanding at May 11, 2016
Common stock, \$0.001 par value	26,922,007

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PART I - FINANCIAL INFORMATION

Item 1. Financial Statements

WALL STREET MEDIA CO, INC. AND SUBSIDIARY
Condensed Balance Sheets

	<u>March 31, 2016</u>	<u>September 30, 2015</u>
	<u>(Unaudited)</u>	
ASSETS		
Current Assets		
Cash	\$ 16,939	\$ 857
Total current assets	<u>16,939</u>	<u>857</u>
Total Assets	<u>\$ 16,939</u>	<u>\$ 857</u>
LIABILITIES AND STOCKHOLDERS' DEFICIT		
Current Liabilities		
Note payable	\$ 93,000	\$ 63,900
Deferred Income	13,333	-
Accounts payable and accrued expenses	7,784	2,495
Total current liabilities	<u>114,117</u>	<u>66,395</u>
Commitments and Contingencies		
Stockholders' Deficit		
Preferred stock, \$0.001 par value; 5,000,000 shares authorized; (none issued or outstanding)	-	-
Common stock, \$0.001 par value; 195,000,000 shares authorized; 26,922,007 issued and outstanding at March 31, 2016 and September 30, 2015, respectively	26,922	26,822
Additional paid-in capital	1,298,056	1,298,056
Accumulated deficit	(1,422,156)	(1,390,516)
Total stockholders' deficit	<u>(97,178)</u>	<u>(65,538)</u>
Total Liabilities and Stockholders' Deficit	<u>\$ 16,939</u>	<u>\$ 857</u>

The accompanying notes are an integral part of these unaudited condensed financial statements.

WALL STREET MEDIA CO, INC. AND SUBSIDIARY
Condensed Statements of Operations
(Unaudited)

	<u>For the three months ended</u>		<u>For the six months ended</u>	
	<u>March 31, 2016</u>	<u>March 31, 2015</u>	<u>March 31, 2016</u>	<u>March 31, 2015</u>
Revenues:				
Website development services & Consulting fees-related parties	\$ 5,000	\$ 15,540	\$ 25,200	\$ 23,030
Total Revenues	<u>5,000</u>	<u>15,540</u>	<u>25,200</u>	<u>23,030</u>
Operating Expenses:				
Internet & hosting services	-	340	620	983
Programming & development	-	2,148	546	3,867
Domain names	-	630	18	935
Office and administrative	436	2,805	3,557	5,338
Insurance	416	-	416	-
Professional fees	18,209	17,466	43,809	25,541
Listing fees	10,000	-	10,000	-
Salaries	-	17,000	2,000	17,000
Rent	954	-	1,272	-
Total Operating Expenses	<u>30,015</u>	<u>43,205</u>	<u>62,238</u>	<u>53,664</u>
Loss From Operations	(25,015)	(24,919)	(37,038)	(30,634)
Other Income (Expense)				
Amortization of non-refundable fee	6,667	-	6,667	-
Interest Income	-	-	125	-
Interest expense	794	(350)	(1,394)	(420)
Net loss	<u>\$ (19,142)</u>	<u>\$ (25,269)</u>	<u>\$ (31,640)</u>	<u>\$ (31,054)</u>
Net loss per share - basic and diluted	<u>\$ (0.00)</u>	<u>\$ (0.00)</u>	<u>\$ (0.00)</u>	<u>\$ (0.01)</u>
Weighted average number of common shares - Basic and Diluted	<u>26,922,007</u>	<u>26,922,007</u>	<u>26,922,007</u>	<u>26,922,007</u>

The accompanying notes are an integral part of these unaudited condensed financial statements.

WALL STREET MEDIA CO, INC. AND SUBSIDIARY
Condensed Statements of Cash Flows
(Unaudited)

	For the six months ended March 31, 2016	For the six months ended March 31, 2015
Cash flows from Operating Activities:		
Net loss	\$ (31,640)	\$ (31,054)
Adjustments to reconcile net loss to net cash used in operating activities		
Amortization deferred Income	(6,667)	-
Changes in operating assets and liabilities:		
(Decrease) increase in accounts payable and accrued expenses	1,489	(9,527)
Net cash used in operating activities	<u>(36,818)</u>	<u>(40,581)</u>
Cash flows from Financing Activities:		
Proceeds from non-refundable fee for Letter of Intent	20,000	
Proceeds from loan payable stockholder	32,900	40,000
Net cash provided by financing activities	<u>52,900</u>	<u>40,000</u>
Increase (decrease) in cash during the period	16,082	(581)
Cash, beginning of the period	857	1,332
Cash, end of the period	<u>\$ 16,939</u>	<u>\$ 751</u>
SUPPLEMENTAL CASH FLOW INFORMATION:		
Cash paid for interest	\$ -	\$ -
Cash paid for income taxes	\$ -	\$ -
SUPPLEMENTAL DISCLOSURE OF NON-CASH INVESTING AND FINANCING ACTIVITIES:		
Schedule of non-cash financing activities:		
Settlement of deferred compensation with issuance Of common stock	<u>\$ -</u>	<u>\$ 112,800</u>

The accompanying notes are an integral part of these unaudited condensed financial statements.

Wall Street Media Co, Inc. and Subsidiary
Notes to condensed financial statements

March 31, 2016
(Unaudited)

Note 1 - Nature of Operations and Summary of Significant Accounting Policies

Nature of Operations

Wall Street Media Co, Inc. (“Wall Street Media”, “Company” “we” “us” “our”) was organized as Mycatalogsonline.com, Inc. in the state of Nevada on January 6, 2009. In April 2009, the Company changed its name to My Catalogs Online, Inc., and again in November 2012 to Bright Mountain Holdings, Inc. and in August 2013 to Wall Street Media Co, Inc.

Basis of Presentation

The interim unaudited condensed financial statements included herein have been prepared by the Company, pursuant to the rules and regulations of the Securities and Exchange Commission (the “SEC”). In the opinion of the Company’s management, all adjustments (consisting of normal recurring adjustments and reclassifications and non-recurring adjustments) necessary to present fairly the results of operations and cash flows for the three and six months ended March 31, 2016, and the financial position as of March 31, 2016, have been made. The results of operations for such interim periods are not necessarily indicative of the operating results to be expected for the full year.

Certain information and disclosures normally included in the notes to the annual financial statements have been condensed or omitted from these interim condensed financial statements. Accordingly, these interim condensed financial statements should be read in conjunction with the Audited Financial Statements and Notes thereto included in our Report on Form 10-K as filed with the Securities and Exchange Commission on December 23, 2015. The March 31, 2016 balance sheet is derived from those financial statements.

Use of Estimates

The financial statements are prepared in accordance with Accounting Principles Generally Accepted in the United States (“GAAP”). These accounting principles require the Company to make certain estimates, judgments and assumptions. The Company believes that the estimates, judgments and assumptions upon which it relies are reasonable based upon information available at the time that these estimates, judgments and assumptions are made. These estimates, judgments and assumptions can affect the reported amounts of assets and liabilities as of the date of the financial statements as well as the reported amounts of revenues and expenses during the periods presented. The financial statements would be affected to the extent there are material differences between these estimates and actual results. In many cases, the accounting treatment of a particular transaction is specifically dictated by GAAP and does not require management’s judgment in its application. There are also areas in which management’s judgment in selecting any available alternative would not produce a materially different result. Significant estimates include the valuation of equity based transactions and related services, and the valuation allowance on deferred tax assets.

Cash and Cash Equivalents

The Company considers financial instruments with original maturities of three months or less to be cash equivalents.

Revenue Recognition

In accordance with ASC 605-10, revenue is recognized when persuasive evidence of an arrangement exists, products are delivered to and accepted by the customer, economic risk of loss has passed to the customer, the price is fixed or determinable, collection is reasonably assured, and any future obligations of the Company are insignificant. These criteria are generally met during the period when the development or consulting services are provided or completed.

Income Taxes

The Company accounts for income taxes pursuant to the provisions of ASC 740-10 “Accounting for Income Taxes,” which requires, among other things, an asset and liability approach to calculating deferred income taxes. The asset and liability approach requires the recognition of deferred tax assets and liabilities for the expected future tax consequences of temporary differences between the carrying amounts and the tax bases of assets and liabilities. A valuation allowance is provided to offset any net deferred tax assets for which management believes it is more likely than not that the net deferred asset will not be realized.

Upon inception, the Company adopted the provisions of ASC 740-10, Accounting for Uncertain Income Tax Positions. In accordance with the guidance of ASC 740-10, the benefit of a tax position is recognized in the financial statements in the period during which, based on all available evidence, management believes it is more likely than not that the position will be sustained upon examination, including the resolution of appeals or litigation processes, if any. Tax positions taken are not offset or aggregated with other positions. Tax positions that meet the more-likely-than-not recognition threshold are measured as the largest amount of tax benefit that is more than 50 percent likely of being realized upon settlement with the applicable taxing authority. The portion of the benefits associated with tax positions taken that exceeds the amount measured as described above should be reflected as a liability for unrecognized tax benefits in the accompanying balance sheet along with any associated interest and penalties that would be payable to the taxing authorities upon examination. The Company believes its tax positions are all highly certain of being upheld upon examination. As such, the Company has not recorded a liability for unrecognized tax benefits. As of March 31, 2016, tax years 2015, 2014, 2013 and 2012 remain open for IRS and State audit. The Company has received no notice of audit from the Internal Revenue Service for any of the open tax years.

Basic and Diluted Net Loss per Common Share

Basic net loss per share is computed by dividing the net loss by the weighted average number of common shares outstanding during the period. Diluted net loss per common share is computed by dividing the net loss by the weighted average number of common shares outstanding for the period and, if dilutive, potential common shares outstanding during the period. Potentially dilutive securities consist of the incremental common shares issuable upon exercise of common stock equivalents such as stock options and convertible debt instruments. Potentially dilutive securities are excluded from the computation if their effect is anti-dilutive. There were no potentially dilutive securities outstanding during the three and six months ended March 31, 2016.

Recent Accounting Pronouncements

The Company does not believe these are any new accounting pronouncements that have been issued that might have a material impact on its financial statements.

Note 2 - Going Concern

As reflected in the accompanying unaudited financial statements for the three months ended March 31, 2016 and 2015, the Company reported net losses of \$19,142 and \$25,269, respectively. In addition, the Company has a working capital deficit of \$97,178 at March 31, 2016. These matters raise substantial doubt about the Company's ability to continue as a going concern. The financial statements do not include any adjustments relating to the recovery of the recorded assets or the classification of the liabilities that might be necessary should the Company be unable to implement its business plan and continue as a going concern. Management plans to continue to pursue contracts to develop websites in efforts to generate additional revenue. In addition, the Company is actively seeking investor funding. The Company has elected to study the possibility of a merger partnership with a private entity to further the possibilities of success and the protection of the shareholders' interests in the Company.

Note 3 - Related Party Transactions

\$5,000, or 100% and \$25,200 or 100% of the Company's revenue during the quarter ended March 31, 2016 and the six months ended March 31, 2016 respectively was derived from a related party.

In November 2014, January 2015, April 2015 and August 2015 the Company received \$20,000, \$20,000, \$10,000 and \$10,000 respectively, from the issuance of notes payable to the Majority Shareholder that accrue interest at an annual rate of 4%, and are payable on demand. During the quarter ending March 31, 2016, Company received an additional \$29,200 from the majority shareholder. In addition, the Majority Shareholder assumed the \$3,800 advance from the former officer and shareholder. The balance of the notes payable are \$93,000 as of March 31, 2016.

During the year ended September 30, 2015, a stockholder and former officer advanced \$3,800 to the Company for working capital purposes. The \$3,800 advance was assumed by the Majority Shareholder on March 1, 2016.

Note 4 - Commitments and Contingencies

From time to time, we may be involved in litigation relating to claims arising out of our operations in the normal course of business. As of March 31, 2016, there were no pending or threatened lawsuits that could reasonably be expected to have a material effect on our results of operations.

Note 5 - Concentrations

The Company is currently producing revenues from various consulting services. 100% of total revenue for the first quarter of fiscal 2016 and the six months ended March 31, 2016 were derived from a related party.

Note 6 – Subsequent Events

On May 9, 2016, the Company entered into an indemnification agreement with Jeffrey A. Lubchansky, CPA, the Company's Chief Executive Officer and President. The indemnification agreement provides for customary indemnification for Mr. Lubchansky in connection with his services to the Company. The indemnification agreement is attached hereto as Exhibit 10.1

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

FORWARD-LOOKING STATEMENTS

There are statements in this quarterly report on Form 10-Q that are not historical facts. These "forward-looking statements" can be identified by use of terminology such as "believe", "hope", "may", "anticipate", "should", "intend", "plan", "will", "expect", "estimate", "project", "positioned", "strategy", and similar expressions. Although management believes that the assumptions underlying the forward-looking statements included in this Quarterly Report are reasonable, they do not guarantee our future performance, and are subject to certain risks, uncertainties and assumptions that are difficult to predict; therefore, actual results and outcomes may differ materially from what is expressed or forecasted in any such forward-looking statements.

OVERVIEW

Wall Street Media Co, Inc. ("Wall Street Media", "Company" "we" "us" "our") was organized as Mycatalogsonline.com, Inc. in the state of Nevada on January 6, 2009. In April 2009, the Company changed its name to My Catalogs Online, Inc., and again in November 2012 to Bright Mountain Holdings, Inc. and in August 2013 to Wall Street Media Co, Inc. The Company maintains the web domain of Mycatalogsonline.com, but does no business under that name.

The Company formerly owned 100% of the outstanding common stock of Catalog Enterprises, Inc. which was formed in March 2009, for the purpose of acquiring and maintaining domain names for future. Catalog Enterprises was formally dissolved with the Secretary of the State of Florida in 2013 and all stock shares were cancelled.

CRITICAL ACCOUNTING ESTIMATES

In response to the SEC's financial reporting release, FR-60, Cautionary Advice Regarding Disclosure About Critical Accounting Policies, the Company has selected its more subjective accounting estimation processes for purposes of explaining the methodology used in calculating the estimate, in addition to the inherent uncertainties pertaining to the estimate and the possible effects on the Company's financial condition. These accounting estimates are discussed below. These estimates involve certain assumptions that if incorrect could create a material adverse impact on the Company's results of operations and financial condition.

Revenue Recognition

Revenue is recognized when persuasive evidence of an arrangement exists, products are delivered to and accepted by the customer, economic risk of loss has passed to the customer, the price is fixed or determinable, collection is reasonably assured, and any future obligations of the Company are insignificant.

Revenue is derived from the primary stream of consulting services:

- *Consulting Services:* The Company provides consulting services to various businesses. Services provided are Management Advisory Services.

RESULTS OF OPERATIONS

FOR THE THREE MONTHS ENDED MARCH 31, 2016 COMPARED TO THE THREE MONTHS ENDED MARCH 31, 2015

Revenue: The Company's revenues decreased approximately 68% to \$5,000 during the three months ended March 31, 2016 as compared to \$15,540 for the three months ended March 31, 2015 due to a decrease in consulting service and website development fees and the deferral of \$13,333 of income, to the third quarter of 2016.

Operating Expenses: The Company's operating expenses decreased approximately 30.5% to \$30,015 during the three months ended March 31, 2015 from \$43,205 for the three months ended March 31, 2015 primarily due to reduction in overall operating costs and officer's salaries.

Net loss from operations: The Company's net loss from operations increased approximately .37% to \$25,015 during the three months ended March 31, 2016 from a net loss of \$24,919 for the three months ended March 31, 2015. The primary reason for this was the reduction in overall operating costs.

LIQUIDITY AND CAPITAL RESOURCES

Net cash used in operating activities was \$36,818 for the three months ended March 31, 2016 as compared to \$40,581 of net cash used in operating activities for the three months ended March 31, 2015. The decrease was primarily due to the increase in revenues and decrease in programming and development fees and salary expense for the period.

As of May 3, 2016, the Company had approximately \$13,915 in cash. The Company plans to fund ongoing operations by continuing to pursue contracts to provide consulting services in efforts to generate additional revenue. In addition, the Company is actively seeking investor funding.

GOING CONCERN

As reflected in the accompanying financial statements for the quarters ended March 31, 2016 and 2015, the Company reported net losses of \$19,142 and \$25,269, respectively, and provided (used) cash for operating activities of \$(36,818) and \$(40,581) in 2016 and 2015, respectively. In addition, the Company has a working capital deficit of \$97,178 at March 31, 2016. These matters raise substantial doubt about the Company's ability to continue as a going concern. The unaudited condensed financial statements do not include any adjustments relating to the recovery of the recorded assets or the classification of the liabilities that might be necessary should the Company be unable to implement its business plan and continue as a going concern. Management plans to continue to pursue contracts to develop websites in efforts to generate additional revenue. In addition, the Company is actively seeking investor funding. The company has elected to study the possibility of a merger partnership with a private entity to further the possibilities of success and the protection of the shareholders' interests in the company.

RELATED PERSON TRANSACTIONS

For information on related party transactions and their financial impact, see Note 3 to the unaudited condensed financial statements.

RECENTLY ISSUED ACCOUNTING PRONOUNCEMENTS

For information on recently issued accounting pronouncements, see Note 1 to the unaudited condensed financial statements if applicable.

OFF-BALANCE SHEET ARRANGEMENTS

We do not have any off-balance sheet arrangements that have or are reasonably likely to have a current or future effect on our financial condition, changes in financial condition, revenues or expenses, results of operations, liquidity, capital expenditures or capital resources, that is material to investors.

Item 3. Quantitative and Qualitative Disclosure About Market Risk.

Not applicable to smaller reporting companies.

Item 4. Controls and Procedures.

Evaluation of Disclosure Controls and Procedures

Our management conducted an evaluation, with the participation of our Chief Executive Officer, who is our principal executive officer and our principal financial officer, of the effectiveness of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act) as of the end of the period covered by this quarterly report on Form 10-Q. Based upon that evaluation, our Chief Executive Officer concluded that our disclosure controls and procedures were not effective as of March 31, 2016.

Changes in Internal Control Over Financial Reporting

During our most recent fiscal quarter, there has not been any change in our internal control over financial reporting as such term is defined in Exchange Act Rule 13a-15(f) that has materially affected, or is reasonably likely to affect, our internal control over financial reporting.

PART II - OTHER INFORMATION

Item 1. Legal Proceedings.

None

Item 1A. Risk Factors.

Not applicable to smaller reporting companies.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds.

None

Item 3. Defaults upon Senior Securities.

None

Item 4. Mine Safety Disclosure

Not Applicable

Item 5. Other Information.

None.

Item 6. Exhibits

(a) Exhibits

EXHIBIT NO.	DESCRIPTION
10.1	Indemnification Agreement between Wall Street Media Co., Inc. and Jeffrey A. Lubchansky
31.1	Section 302 Certification of Chief Executive Officer
32.1	Section 906 Certification
101.INS	XBRL Instance Document
101.SCH	XBRL Taxonomy Extension Schema Document
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document
101.LAB	XBRL Taxonomy Extension Label Linkbase Document
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Wall Street Media Co, Inc.

Date: May 16, 2016

By: /s/ Jeffrey A. Lubchansky

Jeffrey A. Lubchansky

Chief Executive Officer and President (principal executive officer and principal financial officer)

WALL STREET MEDIA CO., INC.

INDEMNIFICATION AGREEMENT

This Indemnification Agreement (this “*Agreement*”) is made effective as of May 9, 2016 by and between WALL STREET MEDIA CO., INC. , a Nevada corporation (the “*Company*”), and JEFFREY A. LUBCHANSKY (“*Indemnitee*”).

WHEREAS , the Company desires to attract and retain the services of highly qualified individuals, such as Indemnitee, to serve the Company and its related entities;

WHEREAS , the Company recognizes that competent and experienced individuals are reluctant to serve as directors or officers of corporations unless they are protected by comprehensive liability insurance or indemnification, or both, due to increased exposure to litigation costs and risks resulting from their service to such corporations, and due to the fact that the exposure frequently bears no reasonable relationship to the compensation of such directors and officers;

WHEREAS , the Company and Indemnitee recognize the substantial increase in corporate litigation in general, subjecting directors, officers, employees, agents and fiduciaries to expensive litigation risks;

WHEREAS , the statutes and judicial decisions regarding the duties of directors and officers are often difficult to apply, ambiguous or conflicting, and therefore fail to provide such directors and officers with adequate or reliable advance knowledge or guidance with respect to the legal risks and potential liabilities to which they may become personally exposed or information regarding the proper course of action to take in performing their duties in good faith for the Company;

WHEREAS , the Nevada Revised Statutes (the “*NRS*”) empowers the Company to indemnify its officers, directors, employees and agents and to indemnify persons who serve or served, at the request of the Company, as the directors, officers, employees or agents of another corporation, partnership, joint venture, trust or other enterprise and the NRS further provides that the Company’s articles of incorporation (the “*Articles*”) or bylaws (the “*Bylaws*”) or an agreement made by the Company may provide that the expenses of officers and directors incurred in defending a civil or criminal action, suit or proceeding must be paid by the Company as such expenses are incurred and in advance of the final disposition of such action, suit or proceeding, upon receipt of an undertaking to repay the amount if it is ultimately determined by a court of competent jurisdiction that the director or officer is not entitled to be indemnified;

WHEREAS , the NRS expressly provides that the indemnification and advancement of expenses authorized under the NRS do not exclude any other rights to which those seeking indemnification or advancement of expenses may be entitled under the Articles or the Bylaws or pursuant to any agreement, vote of stockholders or disinterested directors or otherwise;

WHEREAS , the Articles and the Bylaws allow the Company to indemnify its directors, officers, agents and employees to the maximum extent permitted under Nevada law; and

WHEREAS , in view of the considerations set forth above, the Company desires that Indemnitee shall be indemnified by the Company as set forth herein.

NOW, THEREFORE , in consideration of the premises and covenants in this Agreement, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Certain Definitions.

(a) “*Claim*” shall mean any threatened, pending or completed action, suit, proceeding or alternative dispute resolution mechanism, or any hearing, inquiry or investigation that Indemnitee in good faith believes might lead to the institution of any such action, suit, proceeding or alternative dispute resolution mechanism, whether civil, criminal, administrative, investigative or other.

(b) References to the “*Company*” shall include, in addition to Wall Street Media Co., Inc., any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger to which Wall Street Media Co., Inc. (or any of its wholly owned subsidiaries) has been or becomes a party which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, employees, agents or fiduciaries, so that if Indemnitee is or was a director, officer, employee, agent or fiduciary of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee, agent or fiduciary of another corporation, partnership, joint venture, employee benefit plan, trust or other enterprise, Indemnitee shall stand in the same position under the provisions of this Agreement with respect to the resulting or surviving corporation as Indemnitee would have with respect to such constituent corporation if its separate existence had continued.

(c) “*Expenses*” shall be broadly construed and shall mean any and all direct and indirect costs and expenses (including, without limitation, attorneys’ fees and all other costs, expenses and obligations incurred in connection with investigating, defending, being a witness in or participating in (including on appeal), or preparing to defend, to be a witness in or to participate in, any action, suit, proceeding, alternative dispute resolution mechanism, hearing, inquiry or investigation), judgments, fines, penalties and amounts paid in settlement (if such settlement is approved in advance by the Company, which approval shall not be unreasonably withheld) of any Claim regarding any Indemnifiable Event and any federal, state, local or foreign taxes imposed on Indemnitee as a result of the actual or deemed receipt of any payments under this Agreement.

(d) “*Expense Advance*” shall mean an advance payment of Expenses to Indemnitee pursuant to this Agreement.

(e) “*Indemnifiable Event*” shall mean any event or occurrence related to the fact that Indemnitee is or was a director, officer, employee, agent or fiduciary of the Company, or any subsidiary of the Company, or any predecessor of the Company or subsidiary, or is or was serving at the request of the Company or a predecessor of the Company as a director, officer, employee, agent or fiduciary of another corporation, partnership, joint venture, trust or other enterprise, or by reason of any action or inaction on the part of Indemnitee while serving in such capacity.

(f) References to “*other enterprise*” shall include employee benefit plans; references to “*fines*” shall include any excise taxes assessed on Indemnitee with respect to an employee benefit plan; and references to “*servicing at the request of the Company*” shall include any service as a director, officer, employee, agent or fiduciary of the Company which imposes duties on, or involves services by, such director, officer, employee, agent or fiduciary with respect to an employee benefit plan, its participants or its beneficiaries.

(g) “*SEC*” means the Securities and Exchange Commission.

(h) “*Securities Act*” means the Securities Act of 1933, as amended.

2. Indemnification.

(a) **Nonexclusive Indemnity.** The Company shall indemnify Indemnitee to the fullest extent permitted by Nevada law and by the Articles and the Bylaws in effect on the date hereof, and as Nevada law, the Articles or the Bylaws may from time to time be amended (but, in the case of any such amendment, only to the extent such amendment permits the Company to provide broader indemnification rights than Nevada law and the Articles and the Bylaws permitted the Company to provide before such amendment). Such indemnification shall include, without limitation, the following:

(i) **Indemnity Involving Third Party Claims.** The Company shall indemnify Indemnitee if Indemnitee is a party to or is threatened to be made a party to or is otherwise involved in any Claim (other than a Claim by or in the name of the Company to procure a judgment in its favor) by reason of an Indemnifiable Event, against all Expenses incurred by Indemnitee in connection with the investigation, defense, settlement or appeal of such Claim, if he or she either (i) is not liable pursuant to NRS 78.138 or (ii) acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interest of the Company and, in the case of a criminal Claim, had no reasonable cause to believe that his or her conduct was unlawful. The termination of any such Claim by judgment, order of court, settlement, conviction or upon a plea of nolo contendere, or its equivalent, does not, of itself, create a presumption that Indemnitee is liable pursuant to NRS 78.138 or did not act in good faith or in a manner which he or she reasonably believed to be in or not opposed to the best interest of the Company or, with respect to any criminal Claim, that Indemnitee had reasonable cause to believe that his or her conduct was unlawful. Such payment of Expenses shall be made by the Company as soon as practicable but in any event no later than 30 business days after written demand by Indemnitee therefor is presented to the Company (or, if demand is made pursuant to Section 3(a) hereof, then no later than the date set forth in such section).

(ii) Indemnity in Derivative Actions. The Company shall indemnify Indemnitee if Indemnitee is a party to or is threatened to be made a party to or is otherwise involved in any Claim by or in the name of the Company to procure a judgment in its favor by reason of an Indemnifiable Event, against all Expenses incurred by Indemnitee in connection with the investigation, defense, settlement or appeal of such Claim, but only if Indemnitee is not liable pursuant to NRS 78.138 and acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interest of the Company, except that no indemnification under this Section 2(a)(ii) shall be made for any claim, issue or matter to which Indemnitee has been adjudged by a court of competent jurisdiction, after the exhaustion of all appeals therefrom, to be liable to the Company or for amounts paid in settlement to the Company, unless and only to the extent that any court in which such Claim is brought or other court of competent jurisdiction determines upon application that, in view of all the circumstances of the case, Indemnitee is fairly and reasonably entitled to indemnity for such amounts as the court shall deem proper. Such payment of Expenses shall be made by the Company as soon as practicable but in any event no later than 30 business days after written demand by Indemnitee therefor is presented to the Company (or, if demand is made pursuant to Section 3(a) hereof, then no later than the date set forth in such section).

(b) Mandatory Payment of Expenses. Notwithstanding any other provision of this Agreement other than Section 9 hereof, to the extent that Indemnitee has been successful on the merits or otherwise, including, without limitation, the dismissal of an action without prejudice, in defense of any Claim regarding any Indemnifiable Event, Indemnitee shall be indemnified against all Expenses incurred by Indemnitee in connection therewith.

3. Expenses; Indemnification Procedure.

(a) Expense Advances. To the extent not prohibited by law, the Company shall advance the Expenses incurred by Indemnitee in connection with any proceeding, and such advancement shall be made within 20 business days after the receipt by the Company of a statement or statements requesting such advances (which shall include invoices received by Indemnitee in connection with such Expenses but, in the case of invoices in connection with legal services, any references to legal work performed or to expenditures made that would cause Indemnitee to waive any privilege accorded by applicable law shall not be included with the invoice); *provided*, that Indemnitee has provided the Company with an undertaking to repay all Expense Advances if and to the extent that it is ultimately determined by a court of competent jurisdiction in a final judgment, not subject to appeal, that Indemnitee is not entitled to be indemnified by the Company and such undertaking remains in effect. Expense Advances shall be unsecured, interest free and without regard to Indemnitee's ability to repay the Expense Advances. Expense Advances shall include any and all Expenses actually and reasonably incurred by Indemnitee pursuing an action to enforce Indemnitee's right to indemnification under this Agreement or otherwise, and this right of advancement, including expenses incurred preparing and forwarding statements to the Company to support the advances claimed. The right to Expense Advances under this Section 3(a) shall continue until final disposition of any proceeding, including any appeal therein. This Section 3(a) shall not apply to any claim made by Indemnitee for which indemnity is excluded pursuant to Section 9(b).

(b) Undertaking to Repay Expense Advances. Indemnitee acknowledges and agrees that the execution and delivery of this Agreement shall constitute an undertaking by Indemnitee that Indemnitee shall, to the fullest extent required by law, repay all Expense Advances if and to the extent that it is ultimately determined by a court of competent jurisdiction in a final judgment, not subject to appeal, that Indemnitee is not entitled to be indemnified by the Company.

(c) Notice; Cooperation by Indemnitee. Indemnitee shall give the Company notice in writing as soon as practicable of any Claim made against Indemnitee for which indemnification will or could be sought under this Agreement. Notice to the Company shall be directed to the Chief Executive Officer of the Company at the address or facsimile number shown on the signature page of this Agreement (or such other address or facsimile number as the Company shall designate in writing to Indemnitee). The failure of Indemnitee to so notify the Company shall not relieve the Company of any obligation which it may have to Indemnitee under this Agreement or otherwise. In addition, Indemnitee shall give the Company such information and cooperation as the Company may reasonably require and as shall be within Indemnitee's power.

(d) No Presumptions; Burden of Proof. For purposes of this Agreement, the termination of any Claim by judgment, order, settlement (whether with or without court approval) or conviction, or upon a plea of *nolo contendere*, or its equivalent, shall not, of itself, create a presumption that Indemnitee did not meet any particular standard of conduct or have any particular belief or that a court has determined that indemnification is not permitted by applicable law.

(e) Notice to Insurers. If at the time of the receipt by the Company of a notice of a Claim pursuant to Section 3(c) hereof the Company has liability insurance in effect which may cover such Claim, the Company shall give prompt notice of the commencement of such Claim to the insurers in accordance with the procedures set forth in the respective policies. The Company shall thereafter take all necessary or desirable action to cause such insurers to pay, on behalf of Indemnitee, all amounts payable as a result of such Claim in accordance with the terms of such policies.

(f) Selection of Counsel. In the event the Company shall be obligated hereunder to pay the Expenses of any Claim, the Company, if appropriate, shall be entitled to assume the defense of such Claim with counsel approved by Indemnitee (such approval not to be unreasonably withheld or delayed) upon the delivery to Indemnitee of written notice of the Company's election to do so. After (i) delivery of such notice, (ii) approval of such counsel by Indemnitee and (iii) the retention of such counsel by the Company, the Company will thereafter not be liable to Indemnitee under this Agreement for any fees of counsel subsequently incurred by Indemnitee with respect to the same Claim; *provided*, that (1) Indemnitee shall have the right to employ Indemnitee's separate counsel in any such Claim at Indemnitee's expense and (2) if (A) the employment of separate counsel by Indemnitee has been previously authorized by the Company, (B) Indemnitee shall have reasonably concluded that there may be a conflict of interest between the Company and Indemnitee in the conduct of any such defense, or (C) the Company shall not continue to retain such counsel to defend such Claim, then the fees and expenses of Indemnitee's separate counsel shall be at the expense of the Company.

4. Additional Covenants.

(a) Scope. The Company hereby agrees to indemnify Indemnitee to the fullest extent permitted by Nevada law, notwithstanding that such indemnification is not specifically authorized by the other provisions of this Agreement, by the Articles or the Bylaws (as now or hereafter in effect) or by the NRS. In the event of any change after the date of this Agreement in any applicable law, statute or rule which expands the right of a Nevada corporation to indemnify a member of its board of directors or an officer, employee, agent or fiduciary, it is the intent of the parties hereto that Indemnitee shall enjoy by this Agreement the greater benefits afforded by such change. In the event of any change in any applicable law, statute or rule which narrows the right of a Nevada corporation to indemnify a member of its board of directors or an officer, employee, agent or fiduciary, such change, to the extent not otherwise required by such law, statute or rule to be applied to this Agreement, shall have no effect on this Agreement or the parties' rights and obligations hereunder except as set forth in Section 9(a) hereof.

(b) Nonexclusivity. The indemnification provided by this Agreement shall be in addition to any rights to which Indemnitee may be entitled under the Articles or the Bylaws (as now or hereafter in effect), any other agreement, any vote of stockholders or disinterested directors, the NRS or otherwise. The indemnification provided under this Agreement shall continue as to Indemnitee for any action taken or not taken while serving in an indemnifiable capacity even though Indemnitee may have ceased to serve in such capacity.

5. No Duplication of Payments. The Company shall not be liable under this Agreement to make any payment in connection with any Claim made against Indemnitee to the extent Indemnitee has otherwise actually received payment (under any insurance policy, provision of the Articles, the Bylaws (as now or hereafter in effect) or otherwise) of the amounts otherwise indemnifiable hereunder.

6. Partial Indemnification. If Indemnitee is entitled under any provision of this Agreement to indemnification by the Company for some or a portion of Expenses incurred in connection with any Claim, but not, however, for the total amount thereof, the Company shall nevertheless indemnify Indemnitee for that portion of such Expenses to which Indemnitee is entitled.

7. Mutual Acknowledgment. Both the Company and Indemnitee acknowledge that in certain instances, federal law or applicable public policy may prohibit the Company from indemnifying its directors, officers, employees, agents or fiduciaries under this Agreement or otherwise. Indemnitee understands and acknowledges that the Company has undertaken or may be required in the future to undertake with the SEC to submit the question of indemnification to a court in certain circumstances for a determination of the Company's right under public policy to indemnify Indemnitee.

8. Liability Insurance. To the extent the Company maintains liability insurance applicable to directors, officers, employees, agents or fiduciaries, Indemnitee shall be covered by such policies in such a manner as to provide Indemnitee the same rights and benefits as are provided to the most favorably insured of the Company's directors, if Indemnitee is a director of the Company; or of the Company's officers, if Indemnitee is not a director of the Company but is an officer of the Company; or of the Company's key employees, agents or fiduciaries, if Indemnitee is not an officer or director but is a key employee, agent or fiduciary of the Company.

9. Exceptions. Notwithstanding any other provision of this Agreement, the Company shall not be obligated pursuant to the terms of this Agreement:

(a) Excluded Action or Omissions. To indemnify Indemnitee for acts, omissions or transactions from which Indemnitee may not be relieved of liability under applicable law.

(b) Claims Initiated by Indemnitee. To indemnify or advance expenses to Indemnitee with respect to Claims initiated or brought voluntarily by Indemnitee and not by way of defense, except (i) with respect to actions or proceedings brought to establish or enforce a right to indemnification under this Agreement or any other agreement or insurance policy or under the Articles or the Bylaws (as now or hereafter in effect) relating to Claims for Indemnifiable Events, (ii) in specific cases if the Board of Directors of the Company has expressly approved the initiation or bringing of such Claim, or (iii) as otherwise required under the NRS, regardless of whether Indemnitee ultimately is determined to be entitled to such indemnification, advance expense payment or insurance recovery, as the case may be.

(c) Lack of Good Faith. To indemnify Indemnitee for any expenses incurred by Indemnitee with respect to any proceeding instituted by Indemnitee to enforce or interpret this Agreement, if a court of competent jurisdiction determines that each of the material assertions made by Indemnitee in such proceeding was not made in good faith or was frivolous.

(d) Violation of Law; Claims Under Section 16(b), Etc. To indemnify Indemnitee on account of any Claim with respect to (i) remuneration paid to Indemnitee if it is determined by final judgment or other final adjudication that such remuneration was in violation of law, (ii) which final judgment is rendered against Indemnitee for an accounting of profits made from the purchase and sale by Indemnitee of securities of the Company pursuant to the provisions of Section 16(b) of the Act, or similar provisions of any federal, state or local statute, or (iii) which a final adjudication establishes that Indemnitee's acts or omissions involved intentional misconduct, fraud or a knowing violation of the law and was material to the cause of action, including, without limitation, a final judgment or other final adjudication that Indemnitee defrauded or stole from the Company or converted to his or her own personal use and benefit business or properties of the Company or was otherwise knowingly dishonest.

(e) Settlement Without Consent. To indemnify Indemnitee for any amounts paid in settlement of a Claim effected without the Company's written consent.

(f) Securities Act Liabilities. Any provision herein to the contrary notwithstanding, the Company shall not be obligated pursuant to the terms of this Agreement to indemnify Indemnitee or otherwise act in violation of any undertaking appearing in and required by the rules and regulations promulgated under the Securities Act, or in any registration statement filed with the SEC under the Securities Act. Indemnitee acknowledges that paragraph (h) of Item 512 of Regulation S-K currently generally requires the Company to undertake in connection with any registration statement filed under the Securities Act to submit the issue of the enforceability of Indemnitee's rights under this Agreement in connection with any liability under the Act on public policy grounds to a court of appropriate jurisdiction and to be governed by any final adjudication of such issue. Indemnitee specifically agrees that any such undertaking shall supersede the provisions of this Agreement and further agrees to be bound by any such undertaking.

10. Period of Limitations. No legal action shall be brought and no cause of action shall be asserted by or in the right of the Company against Indemnitee, Indemnitee's estate, spouse, heirs, executors or personal or legal representatives after the expiration of two years from the date of accrual of such cause of action, and any claim or cause of action of the Company shall be extinguished and deemed released unless asserted by the timely filing of a legal action within such two-year period; *provided, however*, that if any shorter period of limitations is otherwise applicable to any such cause of action, such shorter period shall govern.

11. Counterparts. This Agreement may be executed in one or more counterparts, including without limitation facsimile counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

12. Binding Effect; Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors, assigns (including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business or assets of the Company), spouses, heirs and personal and legal representatives. The Company shall require and cause any successor (whether direct or indirect, and whether by purchase, merger, consolidation or otherwise) to all, substantially all, or a substantial part, of the business or assets of the Company, by written agreement in form and substance satisfactory to Indemnitee, to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform if no such succession had taken place. This Agreement shall continue in effect regardless of whether Indemnitee continues to serve as a director, officer, employee, agent or fiduciary (as applicable) of the Company or of any other enterprise at the Company's request.

13. Attorneys' Fees . In the event that any action is instituted by Indemnitee under this Agreement or under any liability insurance policies maintained by the Company to enforce or interpret any of the terms hereof or thereof, Indemnitee shall be entitled to be paid all Expenses incurred by Indemnitee with respect to such action, regardless of whether Indemnitee is ultimately successful in such action, and shall be entitled to the advancement of Expenses with respect to such action, unless as a part of such action a court of competent jurisdiction over such action determines that each of the material assertions made by Indemnitee as a basis for such action were made in bad faith or were frivolous. In the event of an action instituted by or in the name of the Company under this Agreement to enforce or interpret any of the terms of this Agreement, Indemnitee shall be entitled to be paid all Expenses incurred by Indemnitee in defense of such action (including costs and expenses incurred with respect to Indemnitee's counterclaims and cross-claims made in such action), and shall be entitled to the advancement of Expenses with respect to such action, unless as a part of such action a court having jurisdiction over such action determines that each of Indemnitee's material defenses to such action were made in bad faith or were frivolous.

14. Notice. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed duly given (i) if delivered by hand and signed for by the party addressed, on the date of such delivery, (ii) if sent by facsimile with written evidence of successful transmission, on the date of such transmission, or (iii) if mailed by domestic certified or registered mail with postage prepaid, on the third business day after the date postmarked. Addresses for notice to either party are as shown on the signature page of this Agreement, or as subsequently modified by written notice.

15. Consent to Jurisdiction. The Company and Indemnitee each hereby irrevocably consent to the jurisdiction of the courts of the State of Florida for all purposes in connection with any action or proceeding which arises out of or relates to this Agreement and agree that any action instituted under this Agreement shall be commenced, prosecuted and continued only in the state courts of the State of Florida.

16. Severability. The provisions of this Agreement shall be severable in the event that any provision or provisions hereof (including any provision within a single section, paragraph or sentence) are held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law. Furthermore, to the fullest extent possible, the provisions of this Agreement (including, without limitation, each portion of this Agreement containing any provision held to be invalid, void or otherwise unenforceable, that is not itself invalid, void or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable.

17. Choice of Law. This Agreement shall be governed by, and its provisions construed and enforced in accordance with, the laws of the State of Nevada, as applied to contracts between Nevada residents entered into and to be performed entirely within the State of Nevada, without regard to conflict of laws provisions which would otherwise require application of the substantive law of another jurisdiction.

18. Amendment and Termination. No amendment, modification, supplement, termination or cancellation of this Agreement shall be effective unless it is in writing and signed by each party hereto. No waiver of any of the provisions of this Agreement shall be deemed to be or shall constitute a waiver of any other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver.

19. Headings. The headings of the Sections and paragraphs of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction hereof.

20. Integration and Entire Agreement. This Agreement sets forth the entire understanding between the parties hereto and supersedes and merges all previous written and oral negotiations, commitments, understandings and agreements relating to the subject matter hereof between the parties hereto.

21. No Construction as Employment Agreement. Nothing contained in this Agreement shall be construed as giving Indemnitee any right to be retained in the employ of the Company or any of its subsidiaries or affiliated entities.

22. Subrogation. In the event of payment under this Agreement, the Company shall be subrogated, to the extent of such payment, to all of the rights of recovery of Indemnitee, who shall execute all documents required and shall do all acts as may be necessary to secure such rights and to enable the Company to effectively bring suit to enforce such rights.

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

WALL STREET MEDIA CO., INC.

By: /s/ Jeffrey A. Lubchansky

Name: Jeffrey A. Lubchansky

Title: Interim CEO, Chairman

Address:
2001 Palm Beach Lakes Blvd – Suite 502-E
West Palm Beach, FL

AGREED TO AND ACCEPTED:

/s/ Jeffrey A. Lubchansky

Jeffrey A. Lubchansky

Address:
c/o Wall Street Media Co., Inc.
2001 Palm Beach Lakes Blvd – Suite 502-E
West Palm Beach, FL

CERTIFICATION

I, Jeffrey A. Lubchansky, certify that:

1. I have reviewed this quarterly report on Form 10-Q for the quarter ended March 31, 2016 of Wall Street Media Co, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 16, 2016

By: /s/ Jeffrey A. Lubchansky

Jeffrey A. Lubchansky
Chief Executive Officer and President (principal executive officer and
principal financial officer)

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of Wall Street Media Co, Inc. (the "Company") on Form 10-Q for the quarterly period ended March 31, 2016 (the "Report") I, Jeffrey A. Lubchansky, Chief Executive Officer of the Company, certify, pursuant to 18 USC Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to the best of my knowledge and belief:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: May 16, 2016

By: /s/ Jeffrey A. Lubchansky

Jeffrey A. Lubchansky

Chief Executive Officer and President (principal executive officer and principal financial officer)

This certification accompanies the Report pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 and shall not, except to the extent required by the Sarbanes-Oxley Act of 2002, be deemed filed by the Company for purposes of Section 18 of the Securities Exchange Act of 1934, as amended.
