

TRANSLATOR AND HD CHANNEL USE AGREEMENT

THIS TRANSLATOR AND HD CHANNEL USE AGREEMENT (this "Agreement") is made as of July ~~15~~¹⁶, 2020, by and among Alexander Broadcasting Company, LLC, an Alabama limited liability company ("Licensee"), iHeartMedia Licenses, LLC, a Delaware limited liability company, and iHeartMedia + Entertainment, Inc., a Nevada corporation (collectively "iHeartMedia").

Recitals

Licensee is the licensee of the following broadcast stations pursuant to authorization(s) issued by the Federal Communications Commission (the "FCC"):

FM Translator W257DS, Montgomery, Alabama, FCC Facility ID Number 149182 (the "Translator").

FM Station WMRK-FM, Shorter, Alabama, FCC Facility ID Number 59383 (the "Licensee Station"). The Licensee Station operates in hybrid analog/digital mode and has capacity to broadcast, in addition to its primary analog program stream, digital multicast streams, including WMRK-HD3, operating with not less than 24 Kbps of capacity (the "HD Channel").

The parties desire to provide for the provision of programming by iHeartMedia for the HD Channel and the rebroadcast by Licensee on the Translator of the audio signal of the HD Channel on the terms set forth in this Agreement.

Agreement

NOW, THEREFORE, taking the foregoing into account, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confirmed, the parties agree as follows:

1. Term. The initial term of this Agreement (the "Initial Term") shall commence on September 1, 2020 (the "Commencement Date"), and continue for a period of three (3) years unless earlier terminated in accordance with the terms hereof. Following the Initial Term, at the option of iHeartMedia, this Agreement shall continue for one additional term of one (1) year (the "Extended Term"), provided that iHeartMedia provides notice of such extension to Licensee no less than six (6) months prior to the expiration of the Initial Term. Collectively, the Initial Term and Extended Term are sometimes referred to hereinafter as the "Term."

2. HD Channel. (a) Commencing on the Commencement Date and through the remainder of the Term, iHeartMedia shall have the right to provide the programming for the HD Channel (the "Programming"). During the Term, Licensee shall broadcast the

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Programming on the HD Channel twenty-four (24) hours per day, seven (7) days per week, and Licensee shall rebroadcast the HD Channel as programmed by iHeartMedia on the Translator twenty-four (24) hours per day, seven (7) days per week. No later than the Commencement Date, Licensee shall inform the FCC that the HD Channel of the Licensee Station is the primary station to be rebroadcast by the Translator. It is anticipated that the Translator will rebroadcast the audio stream of the HD Channel with Programming supplied by iHeartMedia, provided, however, that iHeartMedia, at its sole option, may provide programming sourced from another qualified radio station's primary signal or HD channel for rebroadcast on the Translator upon notice to Licensee; in such case, references herein to the HD Channel shall refer to such substituted programming source(s), all references to the WMRK-HD3 Channel will become null and void, and the consideration and expenses obligations will remain the same. Licensee may not further broadcast, rebroadcast or otherwise use the Programming except as specified in this Agreement. During the Term, the parties consent to the rebroadcast of the HD Channel on the Translator.

3. Consideration and Expenses. The consideration under this Agreement is set forth on Schedule 1 hereto. Except as set forth on Schedule 1, each party shall be responsible for all costs incurred by it in the negotiation and performance of this Agreement.

4. Programs. iHeartMedia shall ensure that the Programming complies with FCC rules, regulations, procedures and policies (the "FCC Rules") and other applicable law and does not violate third party rights. iHeartMedia shall ensure that the Programming includes proper station identification announcements in accordance with FCC Rules. iHeartMedia shall cooperate with Licensee with respect to, as applicable, the provision of equal opportunities, lowest unit charge, and reasonable access to political candidates, and compliance with other applicable FCC rules and policies. Subject to the terms of this Agreement, Licensee acknowledges that all rights and interest to the Programming shall be, and shall remain, vested in iHeartMedia.

5. Facilities. (a) Beginning on the Commencement Date, iHeartMedia shall deliver the Programming to the HD Channel's transmission facilities using an appropriate connection that is compatible with such facilities. Licensee shall cooperate with iHeartMedia to assist in the delivery of the Programming to be broadcast on the HD Channel and to be rebroadcast by the Translator, including the use of the current internet connection and equipment space at such facilities, or otherwise cooperating in any other alternate delivery method which may be necessary to receive and rebroadcast the Programming. Should additional internet capacity be needed for a stable audio connection for the HD Channel, the cost for such additional capacity will be at iHeartMedia's expense. Should iHeartMedia's use of the Licensee's internet connection cause problems for Licensee's ability to provide a stable audio connection to the Translator, iHeartMedia will have to establish a separate internet connection to the HD transmitter at its own expense. Whether the programming is delivered over the internet or any other alternate delivery method, iHeartMedia is responsible for delivering programming to the HD Channel transmitter site at its own cost and Licensee is responsible for the audio of the HD

Channel being delivered to the Translator at its own cost. iHeartMedia may include Program Associated Data in its programming feed to the HD Channel, and if possible, to the Translator, including but not limited to song titles, artist and album information, provided, however, that iHeartMedia must provide, at its expense, equipment and industry-recognized software and equipment to implement such Program Associated Data. iHeartMedia will provide Licensee with a list of iHeartMedia equipment installed at the Licensee's facilities (specifying the date placed in service, and, if available, the equipment's serial number) within thirty (30) days of installation, and, within thirty (30) days of a change of such installed equipment, will update such list. This Agreement does not limit Licensee's right to identify its facilities and broadcast operations from time to time.

(b) Subject to the terms of this Agreement, beginning on the Commencement Date and through the remainder of the Term, Licensee shall make the HD Channel and the Translator available twenty-four (24) hours per day, seven (7) days per week for the broadcast and rebroadcast, respectively, of the Programming and for no other purposes. Licensee's facilities may operate at reduced power or be off the air due to maintenance, casualty, modifications or other reasons, provided Licensee shall use best efforts to schedule any routine maintenance or modifications between the hours of 12:00 midnight and 4:00 a.m. local time.

6. Licensee Representations, Warranties and Covenants. During the Term of this Agreement and subject to iHeartMedia's obligations hereunder, Licensee shall be responsible for the compliance with all applicable provisions of the Communications Act of 1934, as amended (the "Communications Act"), and the FCC Rules and all other applicable laws by the Licensee Station, the HD Channel and the Translator. Licensee represents that the facilities and equipment of the Licensee Station, the HD Channel and the Translator, on the date hereof and during the Term, comply and will comply with, and have been and will be operated in material accordance with, good engineering standards. During the Term hereof, Licensee agrees to maintain the transmission facilities of the Licensee Station, the HD Channel and the Translator in good operating condition, normal wear and tear excepted. Licensee can make changes it wants to the facilities and will provide notice to iHeartMedia in advance. Licensee is not obligated to obtain iHeartMedia's agreement. If a change made by Licensee reduces the coverage of the facility, or, as determined in good faith by iHeartMedia, is less commercially advantageous, then iHeartMedia can terminate this Agreement on 30-day's advance written notice. In the event that Licensee agrees to a modification to the Translator at iHeartMedia's request, iHeartMedia shall reimburse Licensee for reasonable one-time or ongoing costs during the Term. While this Agreement is in effect, Licensee shall use commercially reasonable efforts to maintain the FCC authorizations for the Licensee Station, the HD Channel and the Translator in effect and make all material filings with respect to such authorization in the ordinary course of business, including without limitation, timely filing and diligently prosecuting all renewal applications.

7. Control and FCC Compliance. Notwithstanding anything herein to the contrary, at all times Licensee shall have control over the Licensee Station, the HD Channel and the Translator. Nothing set forth herein limits Licensee's right to refuse to broadcast any

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Programming that violates FCC Rules or other applicable law or does not comply with Licensee's program standards or violates third party rights. iHeartMedia shall provide Licensee with a copy of any letters of complaint it receives concerning the Programming. iHeartMedia shall cooperate with Licensee to ensure that EAS transmissions are properly performed in accordance with FCC requirements. Licensee certifies that it maintains ultimate control over the Licensee Station, the HD Channel and the Translator as well as their facilities including, specifically, control over the respective finances, personnel and programming of these stations and HD Channel. The parties certify that this Agreement complies with the provisions of 47 C.F.R. Sections 73.3555, 74.1231 and 74.1232. In accordance with Paragraphs 49 and 50 of United States Federal Communications Commission Report and Order No. FCC 07-217, iHeartMedia shall not discriminate in any contract for advertising in the Programming for broadcast on the HD Channel and rebroadcast on the Translator on the basis of race or ethnicity, that all such contracts shall be evaluated, negotiated and completed without regard to race or ethnicity. iHeartMedia shall include a clause to such effect in all contracts for advertising in the Programming for broadcast on the HD Channel and rebroadcast on the Translator, and if requested, shall provide written confirmation of compliance with such requirement. In connection with the Programming, neither iHeartMedia nor its employees shall accept any consideration, compensation, gift or gratuity of any kind whatsoever, regardless of its value or form, including, but not limited to, a commission, discount, bonus, material, supplies or other merchandise, services or labor (collectively "Consideration"), whether or not pursuant to written contracts or agreements between iHeartMedia and advertisers, sponsors, or other third parties, unless the payer is identified as required by the Communications Act and the rules, regulations, policies and procedures of the FCC in the program for which Consideration was provided as having paid for or furnished such Consideration.

8. Call Sign. iHeartMedia shall include in the Programming all required station identification announcements (or may use alternative non-audio identifications as permitted by the FCC), as well as any other announcements required by the FCC. iHeartMedia may use the frequency of the Translator to market, promote, brand, and otherwise conduct the business of the Programming. The WMRK-HD3 call sign may be used by iHeartMedia only for legal identification purposes.

9. Revenues. iHeartMedia shall be entitled to all revenue related to the broadcast of the Programming on the HD Channel and the rebroadcast by the Translator. Licensee does not by this Agreement, or otherwise, acquire any right, title, license or interest in and to the Programming or any other programming of iHeartMedia.

10. Termination and Remedies Upon Default.

(a) Termination by Either Party. This Agreement may be terminated as set forth below by either Licensee or iHeartMedia, by written notice to the other party if the party seeking to terminate is not then in material default or breach of its obligations hereunder, upon the occurrence of any of the following:

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(i) This Agreement is declared invalid or illegal in whole or in material part by an order or a decree of the FCC or any other administrative agency or *court* of competent jurisdiction, and such order or decree becomes final, and is therefore no longer subject to further administrative or judicial review;

(ii) The other party is in material default or breach of its representations, warranties, covenants, or obligations hereunder, and has failed to cure such default or breach within thirty (30) days of notice from the terminating party, provided however, that the cure period shall be ten (10) days for failure to pay the Monthly Fee and/or Reimbursement Payments as set forth in Schedule 1;

(iii) The mutual consent of both parties;

(iv) There has been a change in FCC Rules or case law that would cause this Agreement or any material provision hereof to be in substantial violation thereof, and such change is not the subject of an appeal or further administrative or judicial reconsideration or review; or

(v) If a party makes a general assignment for the benefit of creditors, files or has filed against it a petition for bankruptcy, for reorganization, or for the appointment of a receiver, trustee or similar creditors' representative for the property or assets of such party under any federal or state insolvency law, which, if filed against such party, has not been dismissed or discharged within 30 days thereafter, then the other party has the option to terminate at its sole discretion.

(b) iHeartMedia's Additional Termination Rights. iHeartMedia shall also have the right to terminate this agreement with written notice, in the event that, for any reason except by Force Majeure, the failure of necessary third-party services (such as ISP cable providers), iHeartMedia's failure to provide a quality audio feed to Licensee's facilities, or as a result of scheduled maintenance, (i) the HD Channel should be unable to provide a minimum of 24 Kbps, or (ii) the Translator shall have an unusual number of service interruptions, defined as more than three thirty (30) minute interruptions in any given calendar month, (iii) coverage of the HD Channel and/or the Translator, for any reason except by Force Majeure or as a result of scheduled maintenance, be reduced by more than 10% of the predicted population coverage as of the date of this Agreement, or (iv) if Licensee is no longer able to provide HD Channel broadcasts and/or rebroadcast services by the Translator for any reason, including without limitation, FCC restrictions, loss of the FCC authorizations to operate or loss of the technical facilities.

(c) Proration. Upon termination of this Agreement according to the provisions of this Section 10, the Fee shall be prorated to the effective date of termination and, if iHeartMedia has already made payments for the period after the effective date of termination, then Licensee shall promptly reimburse the over-payments. Licensee shall cooperate in a commercially reasonable manner with iHeartMedia to the extent necessary to enable iHeartMedia to fulfill advertising or

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other programming contracts then outstanding, provided, however, that this cooperation obligation does not apply in the event that this Agreement is terminated due to a material failure to perform by iHeartMedia.

(d) Obligations. The termination of this Agreement shall not relieve either party of its obligations to the other party for pre-termination breaches of, or defaults under, this Agreement.

11. Indemnity and Liability. iHeartMedia shall indemnify, defend, and hold harmless Licensee from and against any loss, liability, cost or expense (including reasonable attorneys' fees) arising from the broadcast of the iHeartMedia Programming on the HD Channel and/or the Translator, including without limitation any claim of copyright infringement, libel, slander, defamation, invasion of privacy and violations of any FCC rule or policy. Licensee shall indemnify, defend, and hold harmless iHeartMedia from and against any loss, liability, cost or expense (including reasonable attorneys' fees) arising from the negligent act or omission of Licensee or a breach of Licensee's representations, warranties or covenants hereunder.

12. Representations. Licensee and iHeartMedia each represent and warrant to the other that it will perform all of its obligations hereunder in accordance with applicable law, it is in good standing in the jurisdiction of its organization and is qualified to do business in the jurisdiction(s) in which the Licensee Station, the HD Channel and the Translator are located, it has duly authorized the execution, delivery and performance of this Agreement, this Agreement is binding upon it, and the execution, delivery, and performance by it of this Agreement does not conflict with any other agreement to which it is a party.

13. Notices. Any notice pursuant to this Agreement shall be in writing and shall be deemed delivered on the date of personal delivery or confirmed delivery by a nationally recognized overnight courier service, or on the third day after prepaid mailing by certified U.S. mail, return receipt requested, and shall be addressed as follows (or to such other address as any party may request by written notice):

if to Licensee: Alexander Broadcasting Company, LLC
P. O. Box 1150
Selma, AL 36702-1150
Attention: Paul S. Alexander Sr.

with a copy (which shall
not constitute notice) to: Fletcher, Heald & Hildreth
1300 N. 17th Street, Suite 1100
Arlington, VA 22209
Attention: Mark N Lipp, Partner

if to iHeartMedia: iHeartMedia
8044 Montgomery Road, Suite 650
Cincinnati, OH 45236
Attention: Jeff Littlejohn

and

iHeartMedia
600 Beacon Parkway West
Suite 400
Birmingham, AL 35209
Attention: Area President

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

iHeartMedia
Legal Department
20880 Stone Oak Parkway
San Antonio, TX 78258-7460
Attention: Christopher M. Cain, Esq.

14. Force Majeure. Any failure or impairment of facilities, any delay or interruption in broadcast programming, or any failure at any time to furnish facilities, in whole or in part, for broadcasting, due to any act of God, strikes or threats thereof, war, acts of terrorism, civil disturbance, or force majeure, shall not constitute a breach of this Agreement, and neither Licensee nor iHeartMedia, as the case may be, will be liable to the other party therefor; provided, however, that each party shall use best efforts to correct such failure or impairment as soon as is possible.

15. Assignment; Binding Agreement. The terms of this Agreement shall bind and inure to the benefit of the parties' respective successors and any permitted assigns, and no assignment shall relieve any party of any obligation or liability under this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the parties hereto and their successors and permitted assigns. In the event of an action whereby (i) any corporation or entity results from the consolidation or merger of Licensee into or with any other entity, or (ii) any person or entity acquires a majority of Licensee's stock or all or substantially all of Licensee's assets, or (iii) the Licensee Station, the HD Channel and/or the Translator is acquired by any person or other entity, this Agreement shall be assumed by such successor for the remainder of the Term. This Agreement and any and all rights and interests of iHeartMedia shall be assignable by iHeartMedia, in whole or in part, to an affiliate or affiliates, upon prior written notice to Licensee. No assignment shall relieve the assigning party of its obligations hereunder.

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16. Limitation of Liability. In no event will either party be liable to the other party for any lost profits, cost of cover, incidental, special, exemplary, indirect or consequential damages arising under this Agreement, or based on any theory of contract, tort, strict liability, negligence or otherwise, even if such party has been advised of the possibility of such damages.

17. Confidentiality. (a) The parties acknowledge and agree that, in connection with the performance of their obligations under this Agreement, each party may have access to or obtain Confidential Information of the other party. For the purposes of this Agreement, the term "Confidential Information" means all non-public information about the disclosing party's business or activities that is proprietary and confidential, which shall include all business, financial, technical, and other information of either party, including trade secrets, that is marked as "confidential" or "proprietary" at the time of disclosure or that reasonably would be understood to be confidential given the circumstances of disclosure. Notwithstanding the foregoing, Confidential Information will not include information that: (i) is or becomes publicly known without breach of this Agreement; (ii) the receiving party lawfully receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation; (iii) the receiving party rightfully knew prior to receiving such information from the disclosing party; or (iv) the receiving party develops independent of any information originating from the disclosing party.

(b) Other than as expressly set forth in this Agreement, neither party shall publicly divulge or announce, or in any manner disclose to any third party, any of the Confidential Information of the other party. Each party will take all reasonable measures to maintain the confidentiality of the Confidential Information of the other party in its possession or control, which will in no event, be less than the measures it uses to maintain the confidentiality of its own information of similar importance. Notwithstanding the foregoing, each party may disclose Confidential Information (i) to the extent required by a court of competent jurisdiction or other governmental authority or otherwise as required by law, provided that such party uses reasonable efforts to notify the other party in advance of such disclosure so as to permit the other party to request confidential treatment or a protective order prior to such disclosure or (ii) on a reasonable "need-to-know" basis to its employees, agents, contractors, financial advisors, lawyers or other advisors who are obligated to maintain the confidentiality of such information. Upon termination or expiration of this Agreement, or at the request of the disclosing party, the receiving party shall (at its option) return the Confidential Information to the disclosing party, or destroy it and, upon the disclosing party's request, certify that it has taken such action.

18. Right of First Refusal. During the Term, Licensee hereby grants iHeartMedia a right of first refusal ("ROFR") to purchase the Translator and the assets owned by Licensee which are used or useful in the operation of such facilities. If Licensee at any time during the term of this Agreement (a) receives an acceptable bona fide offer from a third party to purchase the Translator or (b) makes a bona fide offer to a third party to sell the Translator, then Licensee shall notify iHeartMedia, pursuant to Section 13, of such offer (the "ROFR Notice"). The ROFR Notice shall describe the assets proposed to be transferred in such sale, the name and address of



the proposed buyer, and the terms, conditions and price of the proposed sale. iHeartMedia shall have thirty (30) days from the date of the ROFR Notice ("ROFR Election Period") in which to elect in writing to purchase the specified facilities on the terms and conditions contained in the ROFR Notice. If iHeartMedia fails to timely exercise its ROFR, Licensee shall have the right to sell the specified facilities to the third party identified in the ROFR Notice at the same price and otherwise on substantially the same terms and conditions stated in the ROFR Notice; provided, however, that such sale must be consummated within twelve (12) months after the expiration of the ROFR Election Period. If such sale is not consummated within such twelve (12) month period, iHeartMedia's ROFR set forth in this Section 18 shall be reinstated and shall apply to any future proposed sale of the Translator. If iHeartMedia timely notifies Licensee of its election to exercise its ROFR but fails to consummate the purchase of the specified facilities within twelve (12) months of the date of the election notice, the ROFR shall expire and shall no longer bind Licensee. Licensee hereby represents that there currently are no agreements with any third parties involving future ownership of Station and Translator. Licensee also hereby represents that there currently are no agreements with any third parties involving the operation, programming or management of the Translator and HD Channel effective after August 31, 2020.

19. Miscellaneous. This Agreement is subject to the applicable FCC Rules (some of which are the subject of a pending rulemaking proceeding) and other applicable law. If such FCC Rules change in a manner not consistent with this Agreement or a court or governmental authority holds any provision of this Agreement unenforceable, then unless the parties modify this Agreement to comply therewith either party may terminate this Agreement by written notice to the other. This Agreement shall be governed by the laws of the State of Delaware without regard to principles of conflicts of laws. Any action at law, suit in equity or judicial proceeding arising directly, indirectly, or otherwise in connection with, out of, related to or from this Agreement, or any provision hereof, shall be litigated only in the courts of the State of Alabama. The Parties hereby consent to the personal and subject matter jurisdiction of such courts and waive any right to transfer or change the venue of any litigation between them. Neither party shall be deemed to be the agent, partner, or representative of the other party. This Agreement constitutes the entire agreement and understanding among the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings among the parties with respect to the subject matter hereof. No amendment or waiver of compliance with any provision of this Agreement or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of such amendment, waiver or consent is sought. This Agreement may be executed in separate counterparts, each of which will be deemed an original and all of which together will constitute one and the same agreement. Delivery of an executed counterpart signature page to this Agreement by facsimile or e-mail shall be deemed sufficient to render this Agreement effective.

[SIGNATURE PAGE FOLLOWS]




SIGNATURE PAGE TO TRANSLATOR AND HD CHANNEL USE AGREEMENT

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

LICENSEE:

ALEXANDER BROADCASTING COMPANY, LLC

By: 

Name: Paul S. Alexander Sr.

Title: Sole Member

iHEARTMEDIA:

iHM LICENSES, LLC
iHEARTMEDIA + ENTERTAINMENT, INC.

By: _____

Name: Stephen G. Davis

Title: Senior Vice President,

Real Estate, Facilities & Corporate Development