

HD CHANNEL AGREEMENT

THIS HD CHANNEL AGREEMENT (this “Agreement”) is made as of June 26, 2017, by and among Clear Channel Broadcasting Licenses, Inc., a Nevada corporation (“CCBL”), iHeartMedia Entertainment, Inc., a Nevada corporation (“iHME” and collectively with CCBL, “iHM”) and Zoo Communications, LLC, a Delaware limited liability company (“Zoo”, and each a “Party” and together the “Parties”).

Recitals

A. iHM owns and operates Station WHYI-FM, 100.7 MHz, Fort Lauderdale, Florida, FCC Facility ID No. 41381 (the “iHM Primary Station”), pursuant to authorizations issued by the Federal Communications Commission (the “FCC”) and, in addition to its primary analog and primary digital program stream, WHYI-FM has the ability to broadcast programming on digital subchannels, including its HD-2 channel (the “HD Channel”).

B. Zoo owns and operates FM translator station W228BV, 93.5 MHz, Fort Lauderdale, Florida, FCC Facility ID No. 138576 (“Translator W228BV”) and FM translator station W228BY, 93.5 MHz, Miami, Florida, FCC Facility ID No. 140483 (“Translator W228BY”, and together with Translator W228BV, the “Translators” and each a “Translator”) pursuant to authorizations issued by the FCC.

C. The parties desire to provide for Zoo to supply programming for the HD Channel and to permit Zoo to rebroadcast the HD Channel on the Translators 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 term of this Agreement (the “Initial Term”) shall commence on June 26, 2017 (the “Commencement Date”) and continue for a period of five (5) years following the Commencement Date, provided that the Initial Term shall be extended automatically for one (1) additional three (3) year period (the “Extension Term” and collectively with the Initial Term, the “Term”) unless Zoo provides written notice to iHM, no later than one-hundred and twenty (120) days prior to the end of the Initial Term that the Agreement will not be extended.

2. HD Channel.

(a) During the Term, Zoo shall purchase from iHM airtime on the HD Channel for the consideration and on the terms specified herein, for the broadcast of programming Zoo produces or owns (the “Program” or “Programs” or “Programming”) twenty-four (24) hours per day, seven (7) days per week. In return for the payments to be made by Zoo hereunder, during the Term, iHM shall broadcast the Programs on the HD Channel, subject to the provisions of Section 7 below, and

Zoo shall have the right to rebroadcast the HD Channel on one or both Translators.

(b) During the Term, iHM will stream the simulcast of the HD Channel's Programming on a dedicated channel on iheart.com which may also be accessed via the iHeartRadio mobile application. To the extent available, iHM will provide Zoo with listener and demographic data related to such carriage on a quarterly basis.

3. Payment.

(a) During the Term, Zoo shall pay iHM a monthly fee (the "Monthly Fee") as set forth in *Schedule 3(a)* hereto.

(b) During the Term, iHM will obtain and maintain its current public performance licenses with respect to the HD Channel, iheart.com and the iHeartRadio mobile application.

4. Programs. Zoo shall ensure that the Programming complies with FCC rules and policies and other applicable law and does not violate third party rights. Zoo shall ensure that the Programming includes proper station identification announcements in accordance with FCC rules and regulations. Zoo shall cooperate with iHM with respect to the provision of equal opportunities, lowest unit charge, and reasonable access to political candidates, and compliance with other applicable FCC rules and policies. Zoo shall not provide any Programming that disparages or otherwise harms the reputation of iHM stations, iHM or its affiliates, or any of their employees. Subject to the terms of this Agreement, iHM acknowledges that all rights and interest to the Programming shall be, and shall remain, vested in Zoo. Zoo will be exclusively responsible for the sale of advertising on the HD Channel and the Translators and for the collection of accounts receivable arising therefrom, and Zoo shall be entitled to all revenues of the HD Channel and the Translators during the Term, including but not limited to all revenue from use of the HD Channel IP and the Domain Name (defined below).

5. Facilities.

(a) Zoo shall deliver, at its own expense, the Programming to the HD Channel's transmission facilities using an appropriate connection that is compatible with the HD Channel's facilities. Zoo may include Program Associated Data ("PAD") in its programming feed, including but not limited to song titles, artist and album information. iHM shall use commercially reasonable efforts to coordinate with Zoo for Zoo's installation and maintenance of equipment to permit the HD Channel signal to be delivered to the Translators. Notwithstanding that Zoo shall ensure that the Programming contains the required station identifications, this Agreement does not limit iHM's right to identify the call signs of the HD Channel as required by the FCC's rules. The HD Channel may operate at reduced power or be off the air due to maintenance, casualty, or necessary modifications, provided iHM shall use commercially reasonable efforts to schedule any routine maintenance or modifications between the hours of 12:00 midnight and 6:00 a.m. local time.

(b) All maintenance of the HD Channel will be the responsibility of iHM. Further, the costs for the HD Channel relative to the operation of broadcasting equipment, including utilities, property taxes, leases, maintenance, supplies (including tubes and parts), and the property, casualty and general liability insurance cost related to the HD Channel will be paid by iHM.

iHM shall use commercially reasonable efforts to maintain the operating power of the HD Channel at the maximum level authorized by the FCC throughout the Term.

(c) All maintenance of the Translators will be the responsibility of Zoo. Further, the costs for the Translators relative to the operation of broadcasting equipment, including utilities, property taxes, leases, maintenance, supplies (including tubes and parts), and the property, casualty and general liability insurance cost related to the Translators will be paid by Zoo.

(d) Zoo acknowledges that the HD Channel is transmitted together with, and using the same facilities as, the primary program stream of the iHM Primary Station, and that such facilities may be modified from time to time in the operation of the iHM Primary Station. Accordingly, the location, power, coverage and other operating parameters of the signal comprising the HD Channel may change in any such modification, and the HD Channel may be sold or conveyed by iHM together with iHM Primary Station (in which event the terms of Section 10(b)(i) shall apply), provided that iHM agrees to use commercially reasonable efforts to provide Zoo with at least sixty (60) days advance written notice of such a modification or conveyance and to discuss in good faith with Zoo whether iHM can make a reasonably satisfactory substitute HD channel available to Zoo on another iHM station for the remainder of the Term.

6. Representations, Warranties and Covenants.

(a) iHM. During the Term of this Agreement and subject to Zoo's obligations hereunder, iHM shall be responsible for the HD Channel's compliance with all applicable provisions of the Communications Act of 1934, as amended (the "Communications Act"), and the rules, regulations, policies and procedures of the FCC, and all other applicable laws. iHM represents that the HD Channel's facilities and equipment, on the date hereof and during the Term, comply and will comply with, and have been operated in material accordance with, good engineering standards necessary to deliver a high quality technical signal. During the Term hereof, iHM agrees to use commercially reasonable efforts to maintain the transmission facilities of the HD Channel in good operating condition, normal wear and tear excepted.

(b) Zoo. During the Term of this Agreement and subject to iHM's obligations hereunder, Zoo shall be responsible for the Translators' compliance with all applicable provisions of the Communications Act, and the rules, regulations, policies and procedures of the FCC, and all other applicable laws. Zoo represents that the Translators' facilities and equipment, on the date hereof and during the Term, comply and will comply with, and have been operated in material accordance with, good engineering standards necessary to deliver a high quality technical signal. During the Term hereof, it shall be the responsibility of Zoo, at its own expense, to maintain the facilities for receiving the HD Channel by the Translators and the transmission facilities of the Translators.

7. Control. Notwithstanding anything herein to the contrary, at all times iHM shall have control over the HD Channel. Notwithstanding anything herein to the contrary, at all times Zoo shall have control over the Translators. Nothing set forth herein limits iHM's right to refuse to broadcast any Programming that violates FCC rules or policy or other applicable law or does not comply with iHM's written program standards, a copy of which has been provided to Zoo, or

violates third party rights. Zoo shall provide iHM with a copy of any letters of complaint it receives concerning the Programming for inclusion in the relevant public inspection file. Zoo shall cooperate with iHM to ensure that EAS transmissions are properly performed in accordance with iHM's instructions.

8. HD Channel IP and Website.

(a) iHM is the sole and exclusive owner of the EVOLUTION 93.5 and WHYI-HD2 marks (together, the "HD Channel IP") and the corresponding evolution935.com domain name (the "Domain Name") (collectively with the HD Channel IP, the "Licensed IP") and has full rights to license the Licensed IP. During the Term and in the United States, iHM grants Zoo (i) the nonexclusive, royalty-free, non-assignable license for the sole and limited use of the HD Channel IP in connection with the HD Channel, and (ii) an exclusive right to utilize the Domain Name in connection with the HD Channel. Zoo shall not purchase or use any additional domain names that incorporate any Licensed IP. iHM shall have the right to inspect and review Zoo's use of the Licensed IP at any time. iHM shall not be obligated under this Agreement to provide or host website content in association with any domain name. Zoo shall not be permitted to sub-license or assign its license to the Licensed IP and any such assignment or sublicense shall be void. Except as provided in Section 8(c), all goodwill derived from use of the Licensed IP by Zoo shall inure solely to the benefit of iHM. Zoo acknowledges that it has no interest in the Licensed IP and that iHM retains all right title and interest in and to the Licensed IP, except as licensed herein, and Zoo will not take any action or fail to take any action which could impair iHM's rights to the Licensed IP. The license granted hereby shall terminate upon expiration or termination of this Agreement and all rights granted to Zoo hereunder shall cease, and Zoo shall refrain from further use of the Licensed IP. Following such expiration or termination, Zoo shall promptly deliver to iHM or destroy all materials bearing the Licensed IP. All rights in the Licensed IP and all goodwill connected therewith shall remain the property of iHM. Such expiration or termination shall not relieve either Party of its obligation to make any payments due and owing to the other Party at the time of such termination and shall not impair any accrued right of either Party.

(b) iHM has a professional presence in digital venues and social networking platforms, including but not limited to, Facebook, Twitter, MySpace, and via widgets ("iHM Social Media"). iHM hereby grants to Zoo an exclusive right to exploit such iHM Social Media during the Term of this Agreement, in the United States and solely in connection with the HD Channel. During the Term, iHM hereby grants to Zoo the right to post content on the iHM Social Media and to access the iHM Social Media account(s) solely in connection with the HD Channel. Zoo shall not change any log-in names, passwords, or other log-in credentials for any iHM Social Media account without first disclosing the new password or other new log-in credential to iHM. Zoo consents to iHM's access to any information related to or posted on the iHM Social Media account, including all content, communications, e-mail addresses, audience/viewer contact information, and transactional data, stored by any third-party electronic communications service provider. When posting on iHM Social Media, Zoo is required to comply with any and all policies of iHM and the provider related to the social media. Upon termination of this Agreement, all rights to iHM Social Media will accrue solely to iHM, and Zoo shall cooperate to ensure such transition.

(c) Notwithstanding anything else contained in this Agreement, any and all content,

programming, websites, social media networking platforms, and other intellectual property developed by Zoo, including for use on or related to the HD Channel and the Translators, including but not limited to the names “Evo” and “Revolution”, and all derivatives, modifications and enhancements thereof or thereto, all domain names based thereon, and all Intellectual Property Rights (defined below) therein and relating thereto, are and will remain the exclusive property of Zoo (collectively, the “Zoo IP”). For purposes of this Agreement, “Intellectual Property Rights” means any and all known or hereafter existing worldwide intellectual property and proprietary rights, including, without limitation, all copyrights, trademarks, service marks, trade secrets, patents, patent applications, know-how, moral rights, contract rights, and other proprietary rights, and all registrations, applications, renewals, extensions, and combinations of the foregoing. iHM acknowledges that: (i) it is not receiving any ownership interest in or to the Zoo IP; and (ii) the Zoo IP does not and will not infringe in any way on the Licensed IP.

9. Advertising, Anti-Payola/Plugola and EAS Compliance.

(a) In accordance with Paragraphs 49 and 50 of United States Federal Communications Commission Report and Order No. FCC 07-217, no Party will discriminate in any contract for advertising on the basis of race or ethnicity, and all such contracts will be evaluated, negotiated and completed without regard to race or ethnicity.

(b) In connection with the Programming, neither Zoo 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 Zoo 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. On each anniversary date of this Agreement, or more frequently at the request of iHM, Zoo shall provide iHM with an affidavit executed by Zoo and separate affidavits executed by each of its employees involved with the Zoo Programming, with each affidavit to be substantially in the form attached hereto as Attachment I.

(c) In connection with the Programming, Zoo shall ensure that no person shall knowingly utter or transmit any false signals of distress and that the Programming will not include transmissions of false or deceptive Emergency Alert System (“EAS”) codes or Attention Signals or a recording or simulation thereof, in any circumstance other than in an actual National, State or Local area emergency or authorized test of the EAS. Any employee or agent of Zoo with duties relating to the Programming shall, within thirty (30) days of undertaking such duties, and annually thereafter, review the iHM EAS Training Presentation and related materials. On each anniversary date of this Agreement, or more frequently at the request of iHM, Zoo shall provide iHM with separate EAS Compliance Training Certifications executed by each of its employees or agents involved with the Zoo Programming, with each Certification to be substantially in the form attached hereto as Attachment II.

10. Termination and Remedies Upon Default.

(a) Termination by Either Party. This Agreement may be terminated as set forth below

by either iHM or Zoo, 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:

(i) Subject to Section 21 below, this Agreement is declared invalid or illegal in whole or in substantial and material part by a final order or 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 within ten (10) business days of notice from the terminating party for failure to pay the Monthly Fee;

(iii) The mutual consent of both parties;

(iv) Subject to Section 21 below, there has been a change in FCC rules, policies, 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; or

(b) Termination by Zoo. This Agreement may be terminated as set forth below by Zoo, by written notice to iHM if Zoo is not then in material default or breach of its obligations hereunder, upon the occurrence of the following:

(i) If the HD Channel is no longer available to broadcast the Programming, whether by cancellation of the FCC authorization, the sale of the iHM Primary Station to an unaffiliated third party (unless this Agreement is assumed by the purchaser at its discretion), by modification of the iHM primary station so as to disqualify one or both Translators as fill-ins, or otherwise, provided, however, that this termination option shall not apply if iHM, at its discretion, makes available to Zoo the HD-2 or HD-3 channel of another iHM station in the same market that qualifies under FCC rules as the primary signal for the Translators.

Notwithstanding the foregoing, before terminating pursuant to Sections 10(a)(i) or (iv) hereof, the Parties shall in good faith meet to determine whether this Agreement may be modified in part to render it compliant with such decree, case, rule or policy.

(c) Proration. Upon termination of this Agreement according to the provisions of this Section 10, the Monthly Fee shall be prorated to the effective date of termination and, if Zoo has already made payments for the period after the effective date of termination, then iHM shall

promptly reimburse the over-payments. iHM shall cooperate in a commercially reasonable manner with Zoo to the extent necessary to enable Zoo to fulfill advertising or other programming contracts then outstanding.

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

12. Representations. iHM and Zoo 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 in which the HD Channel and the Translators 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. Notices under this Agreement shall be in writing and shall be deemed given when delivered by hand, overnight courier or facsimile addressed as follows (or such other address as a party may designate by written notice to the other):

if to Zoo: Zoo Communications, Inc.
250 NW 23rd Street
Unit 203
Miami, FL 33127
Attention: Marco Mazzoli
Facsimile: () -

with a copy (which shall not constitute notice) to: Law Offices of Evan D. Carb, PLLC
1200 New Hampshire Avenue
Suite 600
Washington, DC 20036
Attention: Evan D. Carb, Esq.
Facsimile: (202) 296-2014

if to iHM: iHeartMedia
7601 Riviera Blvd
Miramar, FL 33023

Attn: President, South Florida Region

iHeartMedia
8044 Montgomery Road, Suite 650
Cincinnati OH 45236
Attention: Jeff Littlejohn
Facsimile: (513) 686-8383

with copy (which shall
not constitute notice) to: iHeartMedia, Inc.
200 E Basse Road
San Antonio, TX 78209
Attn: Legal Notices
Facsimile: (210) 832-3433

14. Insurance. Zoo shall maintain during the term of this Agreement, and for a period of at least two years thereafter (for claims made policies), a media liability/errors and omissions policy in the amount of \$500,000, with each wrongful act/aggregate covering the wrongful acts of the insuring party to include the indemnification obligations and matters to be indemnified by the insuring party under this Agreement. Zoo shall endorse its policy to include iHM, and its parents, subsidiaries, employees and agents as additional insureds with respect to liabilities assumed by insuring party under this Agreement. Zoo shall deliver, upon request, a certificate of insurance to iHM evidencing compliance with the foregoing and upon renewal of the policy thereafter; however, failure by iHM to request this certificate shall in no way be deemed as a waiver of the obligation of Zoo to maintain the coverages outlined herein.

15. Assignment; Binding Agreement. No Party may assign this Agreement without the written consent of the other Party, which may not be unreasonably withheld or delayed. Notwithstanding the foregoing, without the consent of Zoo, iHM may assign, in whole or in part, its rights and interests in this Agreement to (i) any parent, subsidiary or affiliate corporation or entity of iHM, (ii) any corporation or entity resulting from the consolidation or merger of iHM or its parent entity into or with any other entity, or (iii) any person or entity acquiring a majority of iHM's stock or all or substantially all of iHM's assets. Notwithstanding the foregoing, without the consent of iHM, Zoo may assign, in whole or in part, its rights and interests in this Agreement to (i) any parent, subsidiary or affiliate corporation or entity of Zoo, (ii) any corporation or entity resulting from the consolidation or merger of Zoo or its parent entity into or with any other entity, or (iii) any person or entity acquiring a majority of iHM's stock or all or substantially all of Zoo's assets. No assignment shall relieve the assigning party of its obligations hereunder. This Agreement shall be binding upon, and shall inure to the benefit of the Parties' respective successors and permitted assigns.

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. 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 iHM nor Zoo, as the case may be, will be liable to the other Party therefor; provided, however, that each Party shall use commercially reasonable efforts to correct such failure or impairment as soon as is possible.

18. 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, no 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.

19. Certifications.

(a) iHM certifies that it maintains ultimate control over the iHM Primary Station’s and the HD Channel’s facilities including, specifically, control over the iHM Primary Station’s and the HD Channel’s finances, personnel and programming. iHM certifies that this Agreement complies with the provisions of 47 C.F.R. Sections 73.3555(a) and (c).

(b) Zoo certifies that it maintains ultimate control over the Translators' facilities including, specifically, control over the Translators' finances, personnel and programming. Zoo certifies that this Agreement complies with the provisions of (i) 47 C.F.R. Sections 73.3555(a) and (c), and (ii) 47 C.F.R. Section 74.1232(d), specifically, that the 60 dBu contours of the Translators are encompassed by the protected contour of the iHM Primary Station.

20. Rights of First Refusal.

(a) During the Term, Zoo shall not enter into any agreement, whether by asset purchase agreement or otherwise, that would result in the change in control of either Translator or the sale of all or substantially all of the assets used or useful in the operation of either Translator, without first providing iHM with an opportunity to match any *bona fide* offer which Zoo obtains or receives in conjunction therewith from an unaffiliated third party (the "Prospective Buyer"). To enable iHM to exercise its rights under this section, Zoo shall (1) obtain a written proposal from or acknowledged in writing by the Prospective Buyer, (2) promptly provide a copy of such proposal to iHM, and (3) not execute any letter of intent or agreement with the Prospective Buyer unless Zoo has not received any response from iHM within thirty (30) days after iHM's receipt of such proposal as to whether iHM would be willing to match the offer from the Prospective Buyer. In this regard, iHM may not match only portions of a proposal related to the Translator(s), but must match the entire offer of the Prospective Buyer, whether it is for one or both Translators, or includes any other Zoo assets, such as other Zoo broadcast stations, studios, formats, good will, accounts receivable, microwave links, equipment, real estate or tower leases. If iHM fails to respond within the aforementioned 30-day period (or otherwise advises Zoo that iHM will not match the Prospective Buyer's offer), Zoo may execute and consummate the proposed agreement with the Prospective Buyer; provided, that, if any of the terms and conditions of the proposal are changed in any substantial and material manner after expiration of the aforementioned 30-day period, then, in that event, Zoo shall be obligated to send the revised proposal to iHM and provide iHM with the same 30-day opportunity to decide whether to match the revised proposal. If iHM agrees to match the Prospective Buyer's proposal, the Parties shall negotiate in good faith and use commercially reasonable efforts to enter into a binding agreement within thirty (30) days after iHM agrees to match the Prospective Buyer's proposal.

(b) During the Term, iHM shall not enter into any agreement, whether by asset purchase agreement or otherwise, that would result in the change in control of FM translator station W284CS, 104.7 MHz, Miami, Florida, FCC Facility ID No. 158312 ("Translator W284CS") or the sale of all or substantially all of the assets used or useful in the operation of Translator W284CS without first providing Zoo with an opportunity to match any *bona fide* offer which iHM obtains or receives in conjunction therewith from an unaffiliated third party (the "Prospective Buyer"), provided that this provision shall not apply to any agreement or proposal that includes other assets of iHM or of its affiliates in addition to Translator W284CS, that is, this provision applies only to an agreement or proposal for the acquisition solely of Translator W284CS. To enable Zoo to exercise its rights under this section, iHM shall (1) obtain a written proposal from or acknowledged in writing by the Prospective Buyer, (2) promptly provide a copy of such proposal to Zoo, and (3) not execute any letter of intent or agreement with the Prospective Buyer unless iHM has not received any response from Zoo within thirty (30) days after iHM's receipt of such proposal as to

whether Zoo would be willing to match the offer from the Prospective Buyer. If Zoo fails to respond within the aforementioned 30-day period (or otherwise advises iHM that Zoo will not match the Prospective Buyer's offer), iHM may execute and consummate the proposed agreement with the Prospective Buyer; provided, that, if any of the terms and conditions of the proposal are changed in any substantial and material manner after expiration of the aforementioned 30-day period, then, in that event, iHM shall be obligated to send the revised proposal to Zoo and provide Zoo with the same 30-day opportunity to decide whether to match the revised proposal. If Zoo agrees to match the Prospective Buyer's proposal, the Parties shall negotiate in good faith and use commercially reasonable efforts to enter into a binding agreement within thirty (30) days after Zoo agrees to match the Prospective Buyer's proposal.

21. Severability. If any court or governmental authority holds any provision in this Agreement invalid, illegal or unenforceable under any applicable law, then, so long as no Party is deprived of the benefits of this Agreement in any material respect, this Agreement shall be construed with the invalid, illegal or unenforceable provision deleted and the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby.

22. Miscellaneous. This Agreement is subject to the applicable rules and policies of the FCC (some of which are the subject of a pending rulemaking proceeding) and other applicable law. This Agreement shall be governed by the laws of the state of Delaware without regard to principles of conflicts of laws. This Agreement may be signed in separate counterparts, each of which will be deemed a duplicate original. This Agreement may be executed by facsimile or electronic signature, which signatures shall be binding upon the parties. No Party shall be deemed to be the agent, partner, or representative of the other Party. 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.

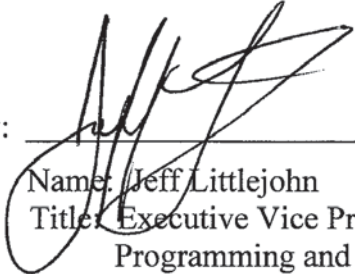
[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO HD CHANNEL AGREEMENT

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

iHM:

**Clear Channel Broadcasting Licenses, Inc.
iHeartMedia Entertainment, Inc.**

By: 
Name: Jeff Littlejohn
Title: Executive Vice President –
Programming and Systems Integration

ZOO:

Zoo Communications, LLC

By: 
N
T

ATTACHMENT I

FORM OF ANTI-PAYOLA/PLUGOLA AFFIDAVIT

County of _____) SS:
)
State of _____)

ANTI-PAYOLA/PLUGOLA AFFIDAVIT

_____, being first duly sworn, hereby states as follows:
Print Name

1. I am _____ for _____.
Position Employer
2. I have acted in the above capacity since _____, _____.
month year
3. To my knowledge, no matter has been broadcast by the HD Channel of radio station [call sign] in [city, state] (the "Station") for which money, service or other valuable consideration has been directly or indirectly paid, promised to, charged, or accepted by or from any third party, including, without limitation, any individual, general or limited partnership, corporation, firm, limited liability company or partnership, association or any other legal entity (collectively, "Person"), which matter at the time of broadcast was not announced or otherwise indicated as paid for or furnished by such Person.
4. To my knowledge, no matter has been broadcast by the Station for which money, service or other valuable consideration has been directly or indirectly paid, promised to, charged, or accepted by the Station or by any independent contractor engaged by the Station in furnishing programs, from any Person, which matter at the time of broadcast was not announced or otherwise indicated as paid for or furnished by such Person.
5. I will not pay, promise to pay, request, or receive any money, service or any other valuable consideration, direct or indirect, from any Person in exchange for purposes of influencing, or attempting to influence, the production or preparation of any matter broadcast on the Station.
6. Except as set forth in the Appendix to this affidavit, neither I nor my immediate family (which includes any spouse and children) have any present direct or indirect ownership interest in (other than less than 5% of the voting stock in a corporation whose stock is publicly traded), serve as an officer or director of (whether with or without compensation), or serve as an employee of, any Person engaged in any of the following:

- a. the publishing of music;
- b. the production, distribution (including wholesale and retail sales outlets), manufacture or exploitation of music, films, tapes, recordings or electronic transcriptions of any program material intended for radio or television broadcast use;
- c. the exploitation, promotion, or management of individuals rendering artistic, production and/or other services in the entertainment industry;
- d. the ownership or operation of radio or television stations;
- e. the wholesale or retail sale of records or CDs made available for purchase by the public; or
- f. advertising on the Station.

Signature: _____

Printed Name: _____

Subscribed and sworn to before me
this _____ day of _____, 20 ____.

Notary Public

My Commission expires: _____.

ATTACHMENT II

FORM OF EAS Compliance Training Certification

I, _____, do hereby certify under penalty of perjury that:

1. I have received copies of the following documents relating to compliance with the prohibitions on the broadcast of false signals of distress and the EAS codes and Attention Signal contained in 47 U.S.C. § 325(a) and 47 C.F.R. § 11.45 (referred to herein, together with written decisions of the Federal Communications Commission (“FCC”) that are currently in effect, as the “EAS Laws”):
 - a. Compliance Manual;
 - b. Operating Procedures;
 - c. Compliance Checklist; and
 - d. Training Presentation.
2. I completed Compliance Training by observing the Training Presentation in its entirety on _____;
3. I will comply with the EAS Laws and understand that failure to do so can expose the broadcast licensee to significant monetary fines and other penalties up to and including revocation of its broadcast station licenses, and that my employer can take disciplinary action against me for non-compliance; and
4. If I believe that a violation of the EAS Laws is going to occur or has already occurred, I will immediately notify iHeart’s EAS Consent Decree Compliance Officer.

I hereby certify under penalty of perjury that the foregoing is true and correct.

Signature: _____

Printed Name: _____

Date: _____