

HD3 AGREEMENT

THIS HD3 AGREEMENT (this “Agreement”) is made as of _____ between AMFM Radio Licenses, L.L.C., a Delaware limited liability company (“Licensee”) and Relevant Radio, Inc., a Wisconsin corporation (“Programmer”).

Recitals

A. Licensee owns and operates the following radio station (the “Station”) pursuant to licenses issued by the Federal Communications Commission (“FCC”):

WWSW-FM, Pittsburgh, PA (FIN 59968)

B. Licensee has or will have the following digital multicast channel (the “Channel”) on the Station:

Channel HD3 with an approximately 24 Kbps capacity

C. Programmer owns and operates the following FM translator station (the “Translator”) pursuant to a license issued by the FCC:

W292DH, Pittsburgh, PA (FIN 148658)

D. The parties desire to provide for programming on the Channel and rebroadcast of such programming on the Translator on the terms set forth in this Agreement.

Agreement

NOW, THEREFORE, taking the foregoing recitals into account, and in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Term. The term of this Agreement (the “Term”) will begin on the date hereof (the “Commencement Date”) and will continue until the date eight (8) years after the Commencement Date, unless earlier terminated in accordance with the terms of this Agreement (or extended by mutual written agreement).

2. Programming. During the Term, Programmer shall purchase from Licensee airtime on the Channel for the price and on the terms specified below, and shall transmit to Licensee programming (the “Programs”) for broadcast on the Channel twenty-four (24) hours per day, seven (7) days per week, except as provided otherwise in Sections 7 (Control), 12 (Maintenance) and 13 (Force Majeure) of this Agreement (the “Broadcasting Period”). Programmer shall transmit its Programs to the transmitting facilities of the Station in a manner that ensures compatibility with the Station’s broadcast operations.

3. Broadcasting. In exchange for the payments to be made by Programmer hereunder, during the Term, Licensee shall broadcast the Programs on the Channel subject to the provisions of this Agreement. The bit rate of the Channel will be no less than 24 kilobits per second. Licensee may, upon thirty (30) days' notice to Programmer, change the Channel from the Station's HD3 channel to another digital multicast channel of the Station or to a digital multicast channel of another HD-capable full power FM station in the market operated by Licensee or an affiliate of Licensee, provided the technical characteristics of such other digital multicast channel of the Station (including but not limited to the bit rate) are reasonably expected to be substantially similar to those of the Channel. Upon any such change, the terms "Channel" and "Station" as used in this Agreement shall be amended accordingly.

4. Translator. Subject to the terms and conditions of this Agreement, Licensee hereby consents to the rebroadcast of the Programs broadcast on the Channel by the Translator during the Term, provided that Programmer is operating the Translator pursuant to the FCC license for the Translator and all applicable FCC rules and regulations. Programmer represents, warrants, and covenants that during the Term: (a) the Translator's coverage contour will be contained within the coverage contour of the applicable Station in compliance with applicable FCC rules and policies for fill-in translators; and (b) Programmer shall make such filings with the FCC as are necessary pursuant to Section 74.1284(b) of the FCC's rules to indicate the primary Station being rebroadcast by the Translator.

5. Advertising.

(a) During the Term, Programmer will be exclusively responsible for the sale of advertising on the Channel and for the collection of accounts receivable arising therefrom. Programmer shall not be entitled to any revenue derived from the Station's other analog or digital channels, or from the Station's website, or from any sources other than the Channel, and Licensee shall not be entitled to any advertising on the Channel sold by Programmer, or to the accounts receivable arising therefrom.

(b) Programmer shall not discriminate in advertising arrangements on the Channel on the basis of race or ethnicity. Programmer further covenants that all of the advertising sales agreements with respect to the Channel will contain an appropriate non-discrimination clause in compliance with FCC policies concerning nondiscrimination in advertising.

6. Payments. In consideration for Licensee's broadcast of the Programs and the other benefits made available to Programmer pursuant to this Agreement, Programmer will pay Licensee as set forth on Schedule A attached hereto.

7. Control.

(a) Notwithstanding anything to the contrary in this Agreement, Licensee shall have full authority, power and control over the operation of the Station and the Channel, and over all persons working at the Station and for the Channel. Subject to Section 16 (Indemnification) hereof, Licensee shall bear responsibility for the Station's compliance with all applicable provisions of the Communications Act of 1934, as amended, the rules, regulations and policies of the FCC, and all other applicable laws.

(b) Nothing contained herein shall prevent Licensee from (i) rejecting or refusing programs on the Channel which Licensee believes to be contrary to the public interest, (ii) substituting programs on the Channel which Licensee believes to be of greater local or national importance or which are designed to address the problems, needs and interests of the local communities, or (iii) inserting information into the Programs deemed necessary by Licensee in its sole discretion, including but not limited to Emergency Alert System ("EAS") information. Without limiting the preceding sentence, Licensee reserves the right to (i) refuse to broadcast any Programs containing matter which violates any right of any third party, which in the view of Licensee contains indecent material or constitutes a personal attack, or which does not meet the requirements of the rules, regulations and policies of the FCC, (ii) preempt any Programs in the event of a local, state, or national emergency, and (iii) delete any commercial announcements or other programming that does not comply with the requirements of the FCC's sponsorship identification policy or other FCC rules, regulations or policies.

(c) All employees of Programmer must comply with the reasonable policies and rules promulgated by Licensee, as provided from time to time. Programmer and all employees of Programmer shall not represent, depict, describe or portray Programmer as the licensee or operator of the Station.

(d) Programmer shall immediately serve Licensee with notice and a copy of any letters of complaint it receives concerning any Program. Programmer shall cooperate with Licensee to ensure that EAS transmissions are properly performed in accordance with Licensee's instructions.

8. Music Licenses. Programmer represents and warrants that it owns or has valid licenses for the content of the Programs. During the Term, Programmer shall be solely responsible for obtaining and maintaining in full force and effect all necessary music licenses with respect to the Programs on the Channel. In the event that Licensee is required to obtain or maintain music licenses with respect to the Programs during the Term, Programmer shall reimburse Licensee within ten (10) business days of being presented with any invoice for such music licenses.

9. Programs.

(a) The Programs will consist of the Catholic-centric “Relevant Radio” format. Programmer shall not materially alter the format of the Channel without the prior written approval of Licensee. During the Term Programmer shall ensure that the contents of the Programs and Programmer’s operations conform to and comply with all applicable governmental laws, rules, regulations and policies, including all FCC rules, regulations and policies, in all respects.

(b) Programmer shall cooperate with Licensee with respect to political broadcast responsibilities, and shall supply such information promptly to Licensee as Licensee may reasonably deem necessary to ensure Licensee’s compliance with the political broadcasting provisions of the FCC’s rules, the Communications Act of 1934, as amended, and federal election laws. Programmer shall release advertising availabilities to Licensee during the Broadcasting Period as necessary to permit Licensee to comply with the political broadcast rules of the FCC.

(c) Programmer shall provide Licensee in advance any information regarding any money or other consideration which has been paid or accepted, or has been promised to be paid or to be accepted, for including any material as a part of any programming or commercial material to be broadcast on the Channel, unless the party making or accepting such payment is identified in the programming or commercial material as having paid for or furnished such consideration.

10. Expenses. Programmer will be solely responsible for (i) the salaries, taxes, insurance and other costs for all of Programmer’s personnel used in the production of the Programs supplied to Licensee and (ii) the costs of delivering the Programs to Licensee.

11. Call Sign. Licensee retains all rights to the call letters of the Station and any other call letters which may be assigned by the FCC for use by the Station. Licensee may at any time change the Station’s call sign. Programmer shall include in the Programs an appropriate station identification and sponsorship identification announcement at the beginning of each hour of Programs to identify the Station’s call letters, the Channel and the Station’s community of license and to identify Programmer’s sponsorship of the Programs, as well as any other announcements required by the rules and regulations of the FCC, in a form and format determined by Licensee in its sole discretion.

12. Maintenance. During the Term, Licensee shall use commercially reasonable efforts to maintain the operating power of the Station within the parameters authorized by the FCC for the Station and shall repair and maintain the Station’s towers and transmitter sites and equipment in good operating condition. Licensee shall provide reasonable prior notice to Programmer in advance of any maintenance work affecting the operation of the Station, and will use commercially reasonable efforts to schedule any such maintenance work at hours other than 6:00 A.M. to 12:00 midnight (Monday to Sunday).

13. Force Majeure. Any failure or impairment of equipment or facilities or any delay or interruption in broadcasting the Programs due to fires, labor unrest, embargoes, civil commotion, pandemics, rationing or other orders or requirements, acts of civil or military authorities, acts of God, strikes or threats thereof, or other contingencies, or any other cause beyond the control of Programmer, shall not constitute a breach of this Agreement by Programmer.

14. Representations. Programmer and Licensee each represent and warrant to the other that (i) it has the power and authority to enter into and perform this Agreement, (ii) it is in good standing in the jurisdiction of its organization and is qualified to do business in the jurisdiction in which the Station and the Translator (as applicable) is located, (iii) it has duly authorized this Agreement, and this Agreement is binding upon it, and (iv) the execution, delivery, and performance by it of this Agreement does not conflict with, result in a breach of, or constitute a default or ground for termination under any agreement to which it is a party or by which it is bound.

15. Events of Default.

(a) The occurrence of any of the following will be deemed an Event of Default by Programmer under this Agreement: (i) Programmer fails to observe or perform any obligation contained in this Agreement in any material respect; or (ii) Programmer breaches any representation or warranty made by it under this Agreement in any material respect.

(b) The occurrence of the following will be deemed an Event of Default by Licensee under this Agreement: (i) Licensee fails to observe or perform any obligation contained in this Agreement in any material respect; or (ii) Licensee breaches any representation or warranty made by it under this Agreement in any material respect.

(c) Notwithstanding the foregoing, except for a failure by Programmer to make a payment when due, an Event of Default will not be deemed to have occurred until fifteen (15) calendar days after the non-defaulting party has provided the defaulting party with written notice specifying the Event of Default and such Event of Default remains uncured. Upon the occurrence of an Event of Default, and in the absence of a timely cure pursuant to this Section, the non-defaulting party may terminate this Agreement, effective immediately upon written notice to the defaulting party.

16. Indemnification. Programmer shall indemnify and hold Licensee harmless against any and all liability arising from the broadcast of the Programs on the Channel, including without limitation all liability for indecency, libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights or any other violation of third party rights or

FCC rules or other applicable law. Licensee shall indemnify and hold Programmer harmless against any and all liability arising from the broadcast of any material on the Station (other than the broadcast by Programmer of the Programs on the Channel), including without limitation all liability for indecency, libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights or any other violation of third party rights or FCC rules or other applicable law. The obligations under this Section shall survive any termination of this Agreement.

17. Insurance. Programmer shall, at its expense, obtain and maintain Media Liability Insurance (E&O) with coverage of at least Five Million Dollars (\$5,000,000), including but not limited to, coverage with respect to claims for damages for infringements of copyrights or other literary property rights including title and music, libel or slander or any other forms of defamation, infringement of privacy and publicity rights, authorized use of names, plagiarism, and similar matters, such insurance to be with an insurance company and with coverage amounts acceptable to Licensee. Within two (2) days of the date of this Agreement, Programmer shall cause its carrier to (and Programmer shall deliver to Licensee a certificate of insurance evidencing the following with respect to such insurance): (i) name Licensee and its affiliates and their respective officers, directors, members, managers, employees and agents as additional insureds; (ii) be considered primary with respect to any claims or losses related to the Programs; and (iii) provide that Licensee shall be given at least thirty (30) days prior written notice of the cancellation, non-renewal or reduction in coverage of any such policy for any reason.

18. Assignment. Neither party may assign this Agreement without the prior written consent of the other party hereto, except that Licensee may assign this Agreement to any assignee of the Station's FCC license. 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.

19. 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. The obligations of the parties under this Agreement are subject to the rules, regulations and policies of the FCC and all other applicable laws. The parties agree that Licensee shall place a copy of this Agreement in the Station's public inspection file.

20. Notices. Any notice pursuant to this Agreement shall be in writing, including by email that is confirmed by overnight courier, and shall be deemed delivered on the date of

personal delivery, or the date of email confirmed as provided above, or the date of confirmed delivery by a nationally recognized overnight courier service, and shall be addressed as follows (or to such other address as any party may request by written notice):

if to Programmer:

Relevant Radio, Inc.
1496 Bellevue Street, Suite 202
Green Bay, WI 54311
Attention: Amy Vanden Langenberg, CFO
Email: avanden@relevantradio.com

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

Mark B. Denbo
Smithwick & Belendiuk, P.C.
5028 Wisconsin Avenue, N.W., Suite 301
Washington, DC 20016
Email: mdenbo@fccworld.com

if to Licensee:

iHeartMedia + Entertainment, Inc.
125 W. 55th Street
New York, New York 10019
Attention: COO – Markets Group
Attention: Hartley Adkins
Email: HartleyAdkins@iheartmedia.com

with copies (which shall not constitute notice) to:

iHeartMedia + Entertainment, Inc.
Legal Department
20880 Stone Oak Parkway
San Antonio, TX 78258
Attention: Christopher Cain
Email: ChristopherCain@iheartmedia.com

Wilkinson Barker Knauer LLP
1800 M Street, NW, Suite 800N
Washington, DC 20036
Attention: Doc Bodensteiner
Email: doc@wbklaw.com

21. Certifications. Licensee certifies that it maintains ultimate control over the Station's facilities including, specifically, control over the Station's finances, personnel and programming. Programmer certifies that this Agreement complies with the provisions of 47 C.F.R. Section 73.3555.

22. Miscellaneous. 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 signature page of this Agreement by electronic transmission shall be effective as delivery of a manually executed original signature page. No amendment or waiver of compliance with any provision hereof 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 is not intended to be, and shall not be construed as, an agreement to form a partnership, agency relationship, or joint venture between the parties. Neither party shall be authorized to act as an agent of or otherwise to represent the other party. The construction and performance of this Agreement shall be governed by the laws of the State of Delaware without giving effect to the choice of law provisions thereof. This Agreement (including the Schedule hereto) constitutes the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO HD3 AGREEMENT

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

Licensee: AMFM Radio Licenses, L.L.C.

By: _____
Name: Hartley Adkins
Title: COO – Markets Group

Programmer: Relevant Radio, Inc.

By: _____
Name: Fr. Francis Hoffman
Title: Executive Director

Schedule A to HD3 Agreement

During the Term, Programmer shall pay Licensee the sum of [REDACTED] [REDACTED] per calendar month, each such payment due in arrears on the last day of each such month during the Term, and such fee shall be reduced pro rata for any partial month.