

## HD CHANNEL - TRANSLATOR AGREEMENT

**THIS HD CHANNEL - TRANSLATOR AGREEMENT** (this "Agreement") is entered into as of this 14 day of July, 2014 (the "Execution Date"), by and between Citicasters Licenses, Inc., a Texas corporation ("CLI"), Clear Channel Broadcasting Licenses, Inc., a Nevada corporation ("CCBL"), Clear Channel Broadcasting, Inc., a Nevada corporation ("CCB" and together with CLI and "CCBL" "CC"), and WAY Media, Inc., a Florida not-for-profit corporation ("WAY").

### Recitals

WHEREAS, CCBL is the holder of a license issued by the Federal Communications Commission ("FCC") for radio station WSCC-FM, 94.3 MHz, FCC Facility ID 31939, licensed to Goose Creek, South Carolina ("WSCC-FM"); and

WHEREAS, CLI is the holder of a license issued by the FCC for radio station WKXJ(FM), 103.7 MHz, FCC Facility ID 14735, licensed to Walden, Tennessee ("WKXJ" and together with WSCC-FM, a "Station" or the "Stations"); and

WHEREAS, CLI is the holder of a license issued by the FCC for radio station KRFX(FM), 103.5 MHz, FCC Facility ID 29731, licensed to Denver, Colorado ("KRFX" or the "Primary Station"); and

WHEREAS, CC has installed equipment to enable the Stations to transmit an in-band, on-channel ("IBOC") digital broadcast signal and has obtained licenses (an "iBiquity License") from iBiquity Digital Corporation ("iBiquity") to utilize such equipment; and

WHEREAS, WAY is the holder of a construction permit issued by the FCC for FM translator station K300CP, 107.9 MHz, FCC Facility ID 140155, licensed to Hilltop, Colorado ("Translator 140155"); and

WHEREAS, WAY has certain Christian based music and/or talk programming (the "WAY Programming") which WAY desires to provide for broadcast by CC on a 24 kilobits per second ("Kbps") IBOC SPS digital broadcast signal of each Station (the respective "HD Channel" and collectively, the "HD Channels"); and

WHEREAS, WAY is the licensee of or has access to an FM translator in each of the Mount Pleasant-Charleston, South Carolina, and Chattanooga, Tennessee areas; and

WHEREAS, the parties desire to provide for the rebroadcast on Translator 140155 of the primary analog or digital multicast stream of the Primary Station or another radio station owned or programmed by CC or its affiliates (the "CC Programming") on the terms set forth in this Agreement; and

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and covenants contained herein as well as other consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

**Section 1. Term.** The term of this Agreement shall commence on the Execution Date and shall continue for a period of eight (8) years from the Commencement Date (as hereinafter defined) unless otherwise terminated in accordance with the terms of this Agreement (the "Term"). The "Commencement Date" shall be the first day of the calendar month following the filing with the FCC of the "Denver License to Cover Application" for Translator 140155 (as hereinafter defined).

**Section 2. Exchange of Consideration.**

**2.1. WAY Programming Broadcast by the HD Channels.**

**2.1.1. Programming for the HD Channels.**

**a. Programming for the WSCC-FM HD Channel.** WAY may continue to supply the WAY Programming for broadcast by CC on HD Channel WSCC-FM-HD2 (the "WSCC HD Channel") twenty-four (24) hours per day, seven (7) days a week from the Execution Date until the termination of this Agreement in accordance with its terms.

**b. Programming for the WKXJ-FM HD Channel.** Beginning on the Commencement Date, WAY will have the right to supply the WAY Programming for broadcast by CC on HD Channel WKXJ-FM-HD3 (the "WKXJ HD Channel") twenty-four (24) hours per day, seven (7) days a week until the end of the Term.

**2.1.2. Rebroadcasts of HD Channels.** During the Term, Clear Channel consents to the rebroadcast of the respective HD Channel's programming on the rebroadcast FM translators set forth on Attachment I hereto.

**2.1.4. iBiquity License.** CC shall be solely responsible for payment of any fees payable to iBiquity in conjunction with the broadcast of the WAY Programming on the HD Channels.

**2.1.5. Purchase and Installation of Equipment.** CC shall be responsible at its sole expense for the maintenance of equipment (the "CC HD Equipment") necessary for the Stations to transmit the WAY Programming on an IBOC digital broadcast signal with a data rate of at least 24 Kbps. CC shall remain the sole and exclusive owner of all of the CC HD Equipment.

**2.1.6. WAY's HD Equipment.** CC shall provide WAY with space in the respective Station's studio building to house WAY's equipment (the "WAY HD Equipment") necessary for the broadcast of the WAY Programming on the HD Channels. CC shall provide WAY with utility service for the HD Channels at the respective Station's transmitter facilities at no cost to WAY. WAY shall have reasonable access to the WAY HD Equipment at the respective Station's facilities so that WAY may install, maintain and repair such equipment twenty-four (24) hours per day, seven (7) days per week; provided, that such access shall be subject to such reasonable restrictions and policies as CC may establish from time-to-time.

## **2.2. Translator 140155.**

### **2.2.1. Rebroadcast of the CC Programming By Translator 140155.**

Beginning on the date that the license application is filed with the FCC to cover FCC Permit Number BNPFT-20130826AFX for Translator 140155, including as modified as specified by Section 6.2 hereof, WAY shall make Translator 140155 available twenty-four (24) hours per day, seven (7) days per week for the rebroadcast of the Primary Station and for no other purpose. CC may request that Translator 140155 rebroadcast the signal of another CC or CC-affiliate station, and, upon receiving such request, WAY shall promptly file any and all notices, applications and/or other documents with the FCC to implement the change in Translator 140155's primary signal. CC shall be responsible for reimbursing WAY's out-of-pocket costs incurred in the change at CC's request of the primary signal being rebroadcast by Translator 140155. In such instance of a change of the primary signal, the term "CC Programming" shall henceforth refer to the programming of the substituted primary station, "Primary Station" to the substituted primary station, and "CC" to the licensee of such substituted Primary Station.

**2.2.2. Purchase and Installation of Equipment.** To the extent the construction and/or modification of Translator 140155 as specified in Section 6 requires the purchase of additional equipment, CC shall purchase such equipment (the "New Equipment") and make it available to WAY during the Term. CC shall retain title to the New Equipment throughout and after the Term, *provided, however*, at the end of the Term, WAY may purchase the New Equipment from CC at fair market value. Subject to WAY's direction, control, and supervision, during the Term, CC shall be responsible for reimbursing WAY for all reasonable out-of-pocket expenses relating to equipment acquisition, equipment installation, engineering, servicing and maintenance costs, lease payments, pro rata utilities and FCC filing and regulatory fees necessary for Translator 140155 to operate pursuant to the 140155 CP, and, if applicable, as modified pursuant to Section 6.

**2.2.3. CC Relay Equipment.** CC shall be solely responsible for all costs in the acquisition, installation, maintenance and servicing of equipment necessary for relay of the CC Programming to Translator 140155, including but not limited to the acquisition and installation of antennae, satellite dishes, and other facilities.

**2.2.4. Access to Translator Facilities.** WAY shall executed such leases that are mutually acceptable to WAY and CC for the transmission facilities of Translator 140155 pursuant to the 140155 CP, and, if applicable, as modified pursuant to Section 6, provided that, CC shall be responsible for reimbursing WAY for such out-of-pocket lease expenses. CC shall have reasonable access to the Translator 140155 equipment to maintain and repair such equipment twenty-four (24) hours, seven (7) days per week; provided, that such access shall be subject to such reasonable restrictions and policies as WAY may establish from time-to-time if and to the extent such maintenance and repair requires access to WAY's equipment.

## **Section 3. Programming.**

**3.1. Production, Expense and Technical Quality.** WAY shall (a) be solely responsible for the acquisition or production of the WAY Programming to be broadcast on the HD Channels, (b) transmit, at its sole expense, the WAY Programming to be broadcast on the HD Channels to the respective Station's transmitting facilities, and (c) ensure that the technical

quality of the WAY Programming complies with applicable law, including FCC rules and policies, and satisfies any and all standards imposed on CC under agreements to which it is a party.

**3.2. Compliance with Applicable Law.** Each party's Programming (including advertising or sponsorship identifications therein) shall comply in all material respects with applicable law, including but not limited to the Communications Act of 1934, as amended (the "Act"), and all published rules and policies of the FCC, including but not limited to FCC rules and policies concerning political broadcasting, payment disclosure, prohibited contest practices, sponsorship identification, cigarette advertising and broadcast of taped or recorded material. Each party will provide the other on a timely basis such materials as are reasonably necessary to meet the station log requirements of 47 C.F.R. Section 73.1870, the station public inspection file requirements of 47 C.F.R. Section 73.3526, and the station record requirements of 47 C.F.R. Section 74.1281.

**3.3. CC's Access to Programming.** CC shall be entitled upon request to (a) review on a confidential basis any of WAY's Programming (including any advertising or sponsorship identifications therein) and (b) copies of all issues/programs lists, program logs and promotional materials with respect to the WAY Programming. If CC determines, in the exercise of CC's sole discretion, that any WAY Programming (or advertising or sponsorship identifications therein) will violate the Act or any FCC rule or policy or is for any other reason contrary to the public interest, CC may, upon prior written notice to WAY (to the extent time permits such notice), reject, preempt, suspend or cancel the broadcast of such material without incurring liability to WAY. CC will use reasonable efforts to provide such written notice to WAY under this section prior to the rejection, preemption, suspension or cancellation of any WAY Programming. WAY shall use reasonable efforts to notify CC of material changes in the WAY Programming at least 24 hours prior to broadcast on the HD Channel.

**3.4. Ownership.** All rights of ownership and use with respect to the WAY Programming shall be and remain vested in WAY, and all rights of ownership and use with respect to the CC Programming shall be and remain vested in CC.

**3.5. Sales and Sponsorship Expenses.** WAY shall be responsible for payment of all expenses attributable to WAY's sale of time or the issuance of sponsorships on the WAY Programming.

**3.6. Plugola/Payola.** Neither WAY 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 WAY and advertisers, sponsors, or other third parties, unless the payer is identified as required by the Act and FCC rules and policies 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 the CC, WAY shall provide CC with an affidavit executed by WAY and separate affidavits executed by each of its employees involved with the WAY Programming, with each affidavit to be substantially in the form attached hereto as Attachment II.

**Section 4. Control of Facilities.**

**4.1. Station Control.** WAY shall not, directly or indirectly, control, supervise, direct, or attempt to control, supervise, or direct, the operations of the Stations, including the HD Channels. Such operations, including ultimate control and supervision of all of programming broadcast on the facilities, employees, finances, and policies of the Stations, shall be the sole responsibility of CC. To ensure that CC shall have the unfettered ability to control and supervise all programs, employees and policies of the Stations, CC shall have unrestricted access to and the right to use the respective Station's transmitter and studio facilities at all times. In performing its responsibilities hereunder, CC shall use commercially reasonable efforts to avoid interfering with WAY's operations.

**4.2. Translator Control.** CC shall not, directly or indirectly, control, supervise, direct, or attempt to control, supervise, or direct, the operations of Translator 140155 or the translator specified in Attachment I. Such operations, including ultimate control and supervision of all of operations shall be the sole responsibility of the licensee of the respective translator. To ensure that WAY shall have the unfettered ability to control and supervise of all operations of Translator 140155, WAY shall have unrestricted access to and the right to use the transmitter and other facilities of Translator 140155 at all times. In performing its responsibilities hereunder, WAY shall use commercially reasonable efforts to avoid interfering with CC's operations.

**Section 5. Expenses.**

**5.1. Stations Expenses.** Except as otherwise set forth in this Agreement, CC will be solely responsible for all costs for operation of the Stations, including but not limited to its employees, maintenance of all equipment, and provision of all utilities supplied to the respective Station's main studio and transmitter sites.

**5.2. Translator Expenses.** Except as otherwise set forth in this Agreement, WAY will be ultimately responsible for all costs for construction and operation of Translator 140155, including but not limited to its employees and maintenance of all equipment used by Translator 140155.

**Section 6. Covenants.**

**6.1. CC Covenants.**

**6.1.1. Preservation of WAY's Rights.** During the Term, CC shall use commercially reasonable efforts to preserve the iBiquity Licenses and WAY's ability to supply the WAY Programming for broadcast by the HD Channels in accordance with the terms and conditions of this Agreement.

**6.1.2. Operation of Stations.** CC shall use commercially reasonable efforts to operate the Stations in material compliance with applicable law, including but not limited to the Act and FCC rules and policies.

## 6.2. WAY Covenants.

**6.2.1. Application to Modify Translator 140155.** At the request of CC, and upon receipt of a draft Form 349 application, or subsequent applications (a "Construction Permit Application") prepared by CC for a construction permit or modified construction permit (a "CP") to modify the FCC authorization for Translator 140155 to change the Translator's operating specifications and/or to relocate the Translator's transmitter site in compliance with all applicable FCC rules and policies (or requesting a waiver thereof), as set forth in Attachment III, WAY shall file such Construction Permit Application with the FCC and otherwise use commercially reasonable efforts to secure a grant of such Construction Permit Application and the issuance of a CP at the earliest practicable time.

**6.2.2. Modification of Facilities for Translator 140155.** Promptly after issuance of a CP, WAY shall undertake commercially reasonable efforts to supervise, in cooperation with CC, the modification of the facilities of Translator 140155 at the earliest practicable time in accordance with such CP.

**6.2.3. Application for License to Cover CP.** Upon completion of the construction of the facilities authorized by a CP and receipt of the draft license application from CC (a "License Application"), WAY shall (after reviewing and making whatever changes are warranted and mutually agreeable with CC) promptly file with the FCC and diligently prosecute such License Application in accordance with the terms and conditions of this Agreement to obtain a grant at the earliest practicable time.

**6.2.4. Operation of Translator 140155.** WAY shall use commercially reasonable efforts to operate Translator 140155 in material compliance with applicable law, including but not limited to the Act and FCC rules and policies.

**6.2.5. Interference to or by Translator 140155.** In the event it acquires information from CC or any other source concerning interference caused or received by Translator 140155 with respect to any other radio facility, WAY shall use commercially reasonable efforts, mutually agreeable with CC, at CC's sole cost, to eliminate such interference as promptly as possible. WAY shall provide CC with copies of any and all written communications (including emails) concerning such efforts and otherwise ensure that CC remains informed of WAY's efforts and any reactions thereto by the FCC and any other party.

## Section 7. Representations and Warranties.

**7.1. By CC.** CC represents and warrants to WAY that (a) it has all requisite company power and authority to execute and deliver this Agreement and the documents contemplated hereby and to perform and comply with all of the terms, covenants, and conditions to be performed and complied with by CC hereunder, (b) the execution, delivery, and performance by CC of this Agreement and the documents contemplated hereby have been duly authorized by all necessary company actions on the part of CC, (c) this Agreement has been duly executed and delivered by CC and constitutes the legal, valid, and binding obligation of CC, enforceable against CC in accordance with its terms, except as the enforceability of this Agreement may be affected by bankruptcy, insolvency, or similar laws affecting creditors' rights generally and by judicial discretion in the enforcement of equitable remedies, (d) the execution, delivery, and performance by CC of this Agreement and the documents contemplated hereby

(with or without the giving of notice, the lapse of time, or both) (i) do not require the consent of any third party except the FCC as contemplated herein, (ii) will not conflict with any provision of the organizational documents of CC; and (iii) will not conflict with, constitute grounds for termination of, result in a breach of, or constitute a default under, any agreement, instrument, license, or permit to which CC is a party or by which CC is bound.

**7.2. By WAY.** WAY represents and warrants to CC that (a) it has all requisite corporate power and authority to execute and deliver this Agreement and the documents contemplated hereby and to perform and comply with all of the terms, covenants, and conditions to be performed and complied with by WAY hereunder, (b) the execution, delivery, and performance by WAY of this Agreement and the documents contemplated hereby have been duly authorized by all necessary corporate actions on the part of WAY, (c) this Agreement has been duly executed and delivered by WAY and constitutes the legal, valid, and binding obligation of WAY, enforceable against WAY in accordance with its terms, except as the enforceability of this Agreement may be affected by bankruptcy, insolvency, or similar laws affecting creditors' rights generally and by judicial discretion in the enforcement of equitable remedies, and (d) the execution, delivery, and performance by WAY of this Agreement and the documents contemplated hereby (with or without the giving of notice, the lapse of time, or both) (i) do not require the consent of any third party except the FCC as contemplated herein, (ii) will not conflict with any provision of the organizational documents of WAY; and (iii) will not conflict with, constitute grounds for termination of, result in a breach of, or constitute a default under, any agreement, instrument, license, or permit to which WAY is a party or by which it is bound.

## **Section 8. Indemnification.**

**8.1. WAY's Indemnification.** WAY shall indemnify and hold CC harmless from and against any and all claims, losses, costs, liabilities, damages, forfeitures and expenses (including reasonable legal fees and other expenses incidental thereto) of every kind, nature and description (collectively, "Damages") resulting from (a) WAY's breach of any representation, warranty, covenant or agreement contained in this Agreement, (b) WAY's negligence or willful misconduct or the negligence or willful misconduct of its employees or agents, and (c) any third-party claims relating to the WAY Programming, including any fines or forfeitures imposed by the FCC.

**8.2. CC's Indemnification.** CC shall indemnify and hold WAY harmless from and against any and all Damages resulting from (a) CC's breach of any representation, warranty, covenant or agreement contained in this Agreement, (b) CC's negligence or willful misconduct or the negligence or willful misconduct of its employees or agents, and (c) any third-party claims relating to CC Programming broadcast on Translator 140155, including any fines or forfeitures imposed by the FCC.

### **8.3. Procedure for Indemnification.**

**8.3.1. Notice of Claim.** The party claiming indemnification (the "Claimant") shall promptly give written notice to the party from which indemnification is claimed (the "Indemnifying Party") of any claim, whether between the parties or made by a third party, specifying in reasonable detail the factual basis for the claim. If the claim relates to a

lawsuit or other legal proceeding filed by a third party against Claimant, such notice shall be given by Claimant no later than ten (10) business days after written notice of such lawsuit or other legal proceeding was given to Claimant; provided, that the failure to give timely notice shall extinguish the Claimant's right to indemnification only to the extent that such failure adversely affects the Indemnifying Party's rights.

**8.3.2. Investigation of Claims.** With respect to claims solely between the parties, following receipt of notice from the Claimant of a claim, the Indemnifying Party shall have thirty (30) days to make such investigation of the claim as the Indemnifying Party deems necessary or desirable. For purposes of such investigation, the Claimant shall make available to the Indemnifying Party or its authorized representatives the information relied upon by the Claimant to substantiate the claim. If the Claimant and the Indemnifying Party agree in writing at or prior to the expiration of the 30-day period (or any mutually agreed upon extension thereof) to the validity and amount of such claim, the Indemnifying Party shall immediately pay to the Claimant the full amount of the claim or such amount as agreed to by the parties. If the Claimant and the Indemnifying Party fail to agree within the 30-day period (or any mutually agreed upon extension thereof), the Claimant may seek any remedy available to it at law or equity.

**8.3.3. Third Party Claims.** With respect to any claim by a third party as to which the Claimant is entitled to indemnification under this Agreement, the Indemnifying Party shall have the right, at its own expense, to assume control of the defense of such claim, and the Claimant shall cooperate fully with the Indemnifying Party, subject to reimbursement for actual out-of-pocket expenses incurred by the Claimant as the result of a request by the Indemnifying Party. If the Indemnifying Party elects to assume control of the defense of any third-party claim, the Claimant shall have the right to participate in the defense of such claim at its own expense. If the Indemnifying Party does not assume control, it shall be bound by the results obtained by the Claimant with respect to such claim; provided, that the Claimant shall not settle any third party claim without first giving the Indemnifying Party ten (10) business days' prior notice of the terms of such settlement.

**8.3.4. Expeditious Action.** If a claim, whether between the parties or by a third party, requires immediate action, the parties will make every commercially reasonable effort to reach a decision with respect thereto as expeditiously as possible.

**8.3.5. Scope of Indemnification Rights.** The indemnification rights provided herein shall extend to the partners, members, shareholders, directors, officers, employees, representatives, attorneys, agents, successors and permitted assigns of any Claimant; provided, that, for the purpose of the procedures set forth in this section, any indemnification claims by such parties shall be made by and through the Claimant.

**8.4. Survival Period.** The representations and warranties of the parties under this Agreement shall survive for a period of one (1) year after termination of this Agreement in accordance with its terms. Any claim for indemnification under this section must be made in writing on or before the earlier of the expiration of that one-year period or the applicable statute of limitations.



## **Section 9. Termination.**

**9.1. Termination.** This Agreement may be terminated by either CC or WAY by written notice to the other, if the party seeking to terminate is not then in material breach of any representation, warranty, covenant or other obligation hereunder, upon the occurrence of any of the following:

**9.1.1.** the mutual written consent of both parties;

**9.1.2.** by either party, if the other party is in material breach of any representation, warranty, covenant or other obligation under this Agreement and has failed to cure such breach within thirty (30) days after receipt of written notice from the non-breaching party identifying the nature of the breach;

**9.1.3.** subject to the provisions of Sections 10.4 and 10.5, this Agreement is amended in whole or material part or declared invalid or illegal in whole or material part by an order of a governmental authority or court of competent jurisdiction and such order has become final (which, for purposes of this Agreement, means an order that is no longer subject to reconsideration or review by any governmental authority or court of competent jurisdiction because the time periods under applicable law for requesting or initiating such reconsideration or review have expired without such reconsideration or review having been requested or initiated);

**9.1.4.** by either party if a party is otherwise unable to provide transmission on an HD Channel or Translator 140155 under this Agreement due to loss of an FCC authorization or technical facilities, *bona fide* interference complaints, suspension order of the FCC or other reasons outside its reasonable control;

**9.1.5.** by WAY, if CC rejects, preempts, suspends or cancels the broadcast of more than five (5) hours of the WAY Programming pursuant to Section 3.3 hereof during any 30-day period (if, but only if, notice of such termination notice is provided to CC within ten (10) days after expiration of such 30-day period);

**9.1.6.** by CC, if WAY fails to rebroadcast more than five (5) hours of the CC Programming on Translator 140155 during any 30-day period (if, but only if, notice of such termination notice is provided to CC within ten (10) days after expiration of such 30-day period);

**9.1.7.** by CC, if (i) WAY has not filed with the FCC a draft Construction Permit Application specified in Section 6.2.1 or a draft License Application specified in Section 6.2.3 within seven (7) business days of CC's provision to WAY of such draft application; or (ii) the events triggering the Commencement Date have not occurred within eighteen (18) months of the Execution Date; or

**9.1.8.** by either party in the event of a sale or conveyance of either Station or Primary Station, provided, however, if requested by CC, this Agreement shall remain in effect in accordance with its terms, if the parties identify and substitute in this Agreement a reasonably comparable and mutually agreeable replacement HD Channel(s) of another CC station in the same or comparable market.

**Section 10. Miscellaneous.**

**10.1. Assignment.** Neither party may assign its rights and obligations under this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld, conditioned or denied; provided, that either party may assign its rights and obligations to any other party under common control with such party; and provided further, that either party may assign its rights and obligations to any party who acquires all or substantially all of the assets (including FCC licenses) of CC or WAY, as the case may be. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

**10.2. Governing Law.** This Agreement will be governed by the laws of the State of Delaware without regard to conflicts of law principles.

**10.3. Notices.** All notices and other communications required or permitted by this Agreement shall be delivered in writing by hand, by overnight courier (charges prepaid), by facsimile (with written confirmation of receipt), and shall be sent to the following addresses or facsimile numbers (as the same may be changed in accordance with this section):

If to CC:

Clear Channel Media + Entertainment  
4695 S Monaco Street  
Denver, CO 80237  
ATTN: Market Manager  
Facsimile: (303) 713-8407

Clear Channel Broadcasting, Inc.  
950 Houston Northcutt Blvd  
Suite 201  
Mount Pleasant, SC 29464  
Attention: Regional Market Manager  
Facsimile: (843) 884-1218

Clear Channel Broadcasting, Inc.  
8044 Montgomery Road, Suite 650  
Cincinnati OH 45236  
Attention: Jeff Littlejohn  
Facsimile: (513) 686-8383

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

Clear Channel Broadcasting, Inc.  
200 E. Basse Road  
San Antonio, TX 78209  
ATTN: Legal Notices

If to WAY:

WAY Media, Inc.  
P.O Box 64500  
Colorado Springs, CO 80962  
Attention: Bob Augsburg, President  
Facsimile 719 278-4339

**10.4. Challenge to Agreement.** In the event that the FCC raises a question as to the validity of any provision of this Agreement, the parties shall negotiate in good faith to revise any such provision of this Agreement with a view toward assuring compliance with the Act and FCC rules and policies while attempting to preserve, to the greatest extent practicable, the intent of the parties as embodied in the provision of this Agreement which is to be so modified. If this Agreement is otherwise challenged by or before the FCC, whether or not in connection with a renewal application, CC and WAY shall jointly defend this Agreement and the parties' performance hereunder throughout all FCC proceedings. To that end, each party shall promptly provide to the other party copies of any and all communications (including emails) to or from the FCC with respect to the Agreement or such challenge.

**10.5. Severability.** If any provision of this Agreement or the application thereof to either party or circumstances shall be held invalid or unenforceable to any extent by any governmental authority or court of competent jurisdiction, or if the parties cannot amend the Agreement as contemplated by Section 10.4 to satisfy any concern expressed by the FCC, such provision shall be deemed of no further force and effect and the remainder of this Agreement shall remain in effect; provided, that if the provision invalidated or removed is material to the benefit to be secured by any party, then such party may terminate this Agreement in accordance with Section 9.1.3.

**10.6. Force Majeure.** Any failure or impairment of either Station's or Translator 140155's facilities or any delay or interruption in the broadcast or rebroadcast, as the case may be, of the CC Programming or WAY's Programming, or either party's failure at any time to furnish facilities or provide services, in whole or in part, as required by this Agreement, due to Acts of God, strikes, lockouts, material or labor restrictions, actions taken by any governmental authority, civil riot, floods and any other cause not reasonably within the control of CC or WAY, or for power reductions necessitated for maintenance of the Stations or Translator 140155, shall not constitute a breach of any representation, warranty, covenant or other obligation under this Agreement, and neither party shall be liable to the other party or subject to any claim of a breach of any representation, warranty, covenant, or other obligation hereunder, provided however, that each party retains its respective rights to terminate this Agreement pursuant to Section 9 of this Agreement.

**10.7. No Joint Venture.** This Agreement is not intended to be and shall not be construed as a partnership or joint venture between the parties. Except as otherwise specifically provided in this Agreement, neither party to this Agreement shall be authorized to act as an agent of or otherwise represent the other party.

**10.8. Waiver.** No waiver of any provision of this Agreement shall be effective unless contained in a writing signed by the party charged with the waiver. A waiver in any one instance shall not constitute a waiver of any other action or omission in any other instance, regardless of how similar to the action or omission covered by the waiver. No delay in either party's enforcement of any right hereunder shall, in and of itself, be deemed to be a waiver.

**10.9. No Third Party Beneficiaries.** This Agreement is intended to benefit only the parties to this Agreement and their respective successors and permitted assigns. No other person or entity is an intended or incidental beneficiary of this Agreement.

**10.10. Expenses.** Except as otherwise expressly provided herein, each party shall be solely responsible for all professional fees and other expenses (including licensing fees for use or rebroadcast of the CC Programming or the WAY Programming) which it incurs in connection with the transactions contemplated by this Agreement, including, without limitation, legal fees incurred in connection herewith; provided, that, notwithstanding any statement in this Agreement to the contrary, if either party institutes a lawsuit or other formal legal proceeding to enforce its rights hereunder, the prevailing party shall be reimbursed by the other party for all reasonable expenses incurred thereby, including reasonable attorney fees.

**10.11. Construction.** The headings of this Agreement are for convenience only and will not affect the meaning of any term or the construction of any provisions of this Agreement. The words "herein," "hereof," "hereby" and similar terms shall refer to the Agreement as a whole unless the provision expressly states otherwise. The terms "and" and "or" are used in both the conjunctive and disjunctive sense where appropriate.

**10.12. Right of First Refusal.** WAY shall not enter into any agreement, whether by asset purchase agreement or otherwise, that will result in the change in control of Translator 140155 or the sale of all or substantially all of the assets used or useful in the operation of Translator 140155, without first providing CC with an opportunity to match any *bona fide* offer which WAY obtains or receives in conjunction therewith from an unaffiliated third party (the "Prospective Buyer"). To enable CC to exercise its rights under this section, WAY shall (1) obtain a written proposal from or acknowledged in writing by the Prospective Buyer, (2) promptly provide a copy of such proposal to CC, and (3) not execute any letter of intent or agreement with the Prospective Buyer unless WAY has not received any response from CC within thirty (30) days after CC's receipt of such proposal whether CC would be willing to match the offer from the Prospective Buyer. If CC fails to respond within the aforementioned 30-day period (or otherwise advises WAY that CC will not match the Prospective Buyer's offer), WAY 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 material manner after expiration of the aforementioned 30-day period, then, in that event, WAY shall be obligated to send the revised proposal to CC and provide CC with the same 30-day opportunity to decide whether to match the revised proposal. If CC 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 CC agrees to match the Prospective Buyer's proposal.

**10.13. Counterpart Signatures.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original instrument, but both of which together shall constitute one and the same instrument. Delivery of an executed counterpart signature page to this Agreement by facsimile or email shall be deemed sufficient to render this Agreement effective.

**10.14. Entire Agreement.** This Agreement (including attachments hereto) embodies the entire agreement and understanding of the parties relating to the subject matter hereof and supersedes any and all prior and contemporaneous agreements and understandings of the parties, oral or written, with respect to the same subject matter. No amendment to this Agreement will be effective unless evidenced by an instrument in writing signed by both parties.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year written above.

**Citicasters Licenses, Inc.**

By:  \_\_\_\_\_

Jeff Littlejohn

Its: Executive Vice President  
- Engineering & Systems Integration

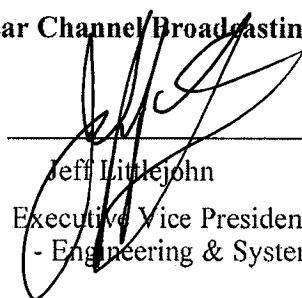
**Clear Channel Broadcasting Licenses, Inc.**

By:  \_\_\_\_\_

Jeff Littlejohn

Its: Executive Vice President  
- Engineering & Systems Integration

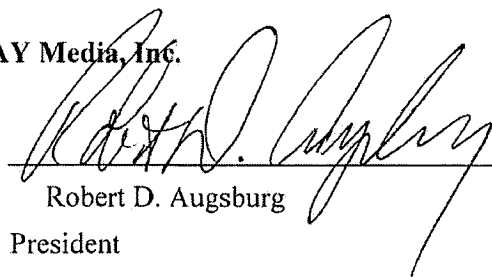
**Clear Channel Broadcasting, Inc.**

By:  \_\_\_\_\_

Jeff Littlejohn

Its: Executive Vice President  
- Engineering & Systems Integration

**WAY Media, Inc.**

By:  \_\_\_\_\_

Robert D. Augsburg

Its: President

**ATTACHMENT I**

<b>Market</b>	<b>CC Station <sup>1</sup></b>	<b>HD Channel <sup>2</sup></b>	<b>Translator for rebroadcast of HD Channel</b>
Charleston, SC	WSCC-FM, 94.3 MHz, FCC Facility ID 31939, Goose Creek, South Carolina	WSCC-FM-HD2	W267BK, Facility ID 149542, Mount Pleasant, SC <sup>3</sup>
Chattanooga, TN	WKXJ(FM), 103.7 MHz, FCC Facility ID 14735, Walden, Tennessee	WKXJ-HD3	TBD <sup>4</sup>

<sup>1</sup> This Agreement does not permit WAY to rebroadcast any programming of the CC Station.

<sup>2</sup> CC may from time to time change the notion of the HD Channel (*e.g.*, W\_\_\_-HD2, W\_\_\_-HD3, etc.).

<sup>3</sup> WAY hereby confirms that it has the consent of Edgewater Broadcasting, Inc., the licensee of this FM translator, to rebroadcast the designated HD Channel.

<sup>4</sup> If the FM translator designated by WAY to rebroadcast WKXJ-HD3 becomes the subject of non-resolvable interference complaints, then CC will cooperate with WAY to substitute an HD channel in another market so as to permit WAY to rebroadcast the WAY Programming on another FM translator.

**ATTACHMENT II**

**PAYOLA AFFIDAVIT**

**(ATTACHED)**



FORM OF PAYOLA AFFIDAVIT


County of El Paso )  
 )  
 ) SS:  
State of Colorado )

ANTI-PAYOLA/PLUGOLA AFFIDAVIT

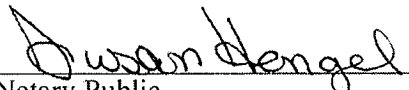
Robert Augsburg, being first duly sworn, hereby states as follows:  
Print Name

1. I am President for Way Media Inc.  
Position Employer
2. I have acted in the above capacity since July, 1987.  
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:

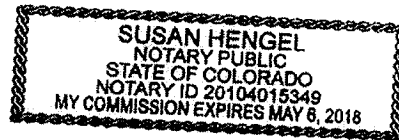
- a. the publishing of music;
- b. the production, distribution (including wholesale and retail sales outlets), manufacture or exploitation of music, films, tapes, recordings or electronic transcriptions of any program material intended for radio or television broadcast use;
- c. the exploitation, promotion, 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, other than those stations owned or programmed by WAY Media, Inc. and its affiliates;
- e. the wholesale or retail sale of records or CDs made available for purchase by the public; or
- f. advertising on the Station.

  
\_\_\_\_\_  
Signature

Subscribed and sworn to before me  
This 14<sup>th</sup> day of July, 2014.

  
\_\_\_\_\_  
Notary Public

My Commission expires: May 6, 2018



### ATTACHMENT III

#### 1. *General Terms*

CC and WAY shall cooperate to complete construction and modification(s) of Translator 140155 set forth in Section 6 of the Agreement as follows:

(i) CC will prepare, at its expense, and when requested by CC, WAY will file and thereafter diligently prosecute, an application or applications with the FCC to modify Translator 140155.

(ii) Upon grant of such application(s), CC will implement such modification(s) at its expense, subject to WAY's direction, control and supervision. WAY will provide CC with access to WAY Transmission Facilities as necessary for CC to implement the modification(s), and WAY will file and thereafter diligently prosecute covering license application(s).

(iii) Notwithstanding anything in this Agreement to the contrary, (a) CC may elect to abandon a modification of Translator 140155 at any time (in which event WAY will make any FCC filings requested by CC to effectuate such abandonment), and (b) subject to WAY's consent (which shall not be unreasonably withheld, delayed or conditioned), while this Agreement is in effect, CC may alter the Translator 140155 modifications and may undertake authorization for further modifications to Translator 140155.

2. *Translator 140155 Modifications.* Subject to further reformulation, as of the Execution Date, the parties anticipate and have agreed to the following steps for the desired modification of Translator 140155:

- (i) CC will present to WAY a draft application for the modification of the existing construction permit, FCC File No. BNPFT-20130826AFX, for Translator 140155 (the "KOA Site Modification") to relocate Translator 140155 to the KOA(AM) transmitter location at approximately 205 meters above ground level, specifying an HD channel of KRFX as the Primary Station.
- (ii) Subject to WAY's direction, control and supervision, CC will implement the construction of Translator 140155 according to the terms of the granted KOA Site Modification. WAY will be the lessee pursuant to a lease agreement with CLI for the KOA site that is mutually agreeable to WAY and CC, provided that CC is responsible for reimbursing WAY for the payments due pursuant to such lease agreement while Translator 140155 is constructed and operating from the KOA site during the Term of the Agreement.
- (iii) CC shall prepare the license application (the "KOA Site License Application") to cover the granted and constructed KOA Site Modification for review and filing by WAY. Upon submission of the KOA Site License Application, WAY will begin rebroadcasting the Primary Station on Translator 140155.
- (iv) After submission to the FCC of the KOA Site License Application, CC will present to WAY a draft application for the modification of Translator 140155 (the

“Qwest Site Modification”) to relocate Translator 140155 to Antenna Structure Registration Number (“ASRN”) 1224805, specifying 250 watts effective radiated power and specifying CLI Station KOA(AM), Denver Colorado, FCC Facility ID No. 29738, as the Primary Station. WAY will be the lessee pursuant to a lease agreement with the landlord of ASRN 1224805 that is mutually agreeable to WAY and CC, provided that CC is responsible for reimbursing WAY for the payments due pursuant to such lease agreement during the Term of the Agreement, provided further, that if the ASRN 1224805 site is abandoned at CC’s request, CC shall continue to reimburse WAY for the payments due pursuant to the lease agreement with the landlord of ASRN 1224805 until such lease agreement may be legally terminated by WAY.

- (v) Subject to WAY’s direction, control and supervision, CC will implement the construction of Translator 140155 according to the terms of the granted Qwest Site Modification. CC shall prepare a license to cover application of the Qwest Site Modification (the “Qwest Site License Application”) for review and filing by WAY.
- (vi) At CC’s request and expense, concurrent with or subsequent to the submission of the Qwest Site License Application, WAY will file with the FCC appropriate filing(s) (e.g., a notice of change of primary station) to specify KOA(AM) or other CC designated Primary Station for rebroadcast on Translator 140155.
- (vii) WAY will assist CC in effectuating such further modification(s) of Translator 140155 as may be appropriate to address interference complaints, accommodate a different Primary Station or to further maximize the coverage of Translator 140155, at CC’s request and expense.