

## LOCAL PROGRAMMING AND MARKETING AGREEMENT

THIS LOCAL PROGRAMMING AND MARKETING AGREEMENT (this “Agreement”) is made as of December 2, 2020 among Multicultural Radio Broadcasting Licensee, LLC, a Delaware limited liability company and Multicultural Radio Broadcasting, Inc., a New Jersey corporation (collectively, “Licensee”) and iHeartMedia + Entertainment, Inc., a Nevada corporation (“Programmer”).

### Recitals

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

KXYZ(AM), Houston, TX (FIN 95)

B. Licensee desires to obtain programming for the Station, and Programmer desires to provide programming for broadcast on the Station on the terms set forth in this Agreement.

C. Licensee (as Seller) and Programmer and an affiliate of Programmer (as Buyer) are parties to an Asset Purchase Agreement (the “Purchase Agreement”) of even date herewith with respect to the Station.

### 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 commence on a date (the “Commencement Date”) designated by Programmer not earlier than ten (10) business days after the date of this Agreement and will continue until March 31, 2021, unless earlier terminated in accordance with the terms of this Agreement or extended by mutual written agreement. For avoidance of doubt, the Term of this Agreement will commence only if Programmer designates a Commencement Date, and Programmer may elect not to designate a Commencement Date.

2. Programming. During the Term, Licensee shall make available to Programmer all of the airtime on the Station (including the primary and all secondary program streams and ancillary uses) for programming provided by Programmer (the “Programs”) for broadcast twenty-four (24) hours per day, seven (7) days per week, excluding at Licensee’s option a commercial-free period from 6:00 a.m. to 8:00 a.m. local time each Sunday morning. During the Term, Programmer will transmit the Programs to the Station’s transmitting facilities and Licensee shall broadcast the Programs on the Station, subject to the provisions of Section 5 below.

3. Advertising. During the Term, Programmer will be exclusively responsible for the sale of advertising on the Station and for the collection of accounts receivable arising therefrom, and Programmer shall be entitled to all revenue of the Station, including without

limitation from the Station's broadcast operations, website, tower income, and ancillary revenue. During the Term, Licensee shall not sell any advertising on the Station, except as provided by Section 6(b).

4. Payments. For the broadcast of the Programs and the other benefits made available to Programmer pursuant to this Agreement, during the Term, Programmer will pay Licensee as set forth on *Schedule A* attached hereto. To the extent reasonably necessary to perform this Agreement and requested by Programmer, during the Term, Licensee shall provide Programmer with the benefits of any of the Station's contracts and agreements and Programmer shall perform the obligations of Licensee thereunder, to the extent of the benefits received.

5. 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 over all persons working at the Station during the Term. Licensee shall bear responsibility for the Station's compliance with the rules, regulations and policies of the FCC and all other applicable laws. Without limiting the generality of the foregoing, Licensee will: (1) employ a manager for the Station, who will report to Licensee and will direct the day-to-day operations of the Station, and who shall have no employment, consulting, or other relationship with Programmer, (2) employ a second employee for the Station, who will report and be solely accountable to the manager, and (3) retain control over the policies, programming and operations of the Station.

(b) Nothing contained herein shall prevent Licensee from (i) rejecting or refusing programs which Licensee believes to be contrary to the public interest, or (ii) substituting programs 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. Licensee reserves the right to (i) refuse to broadcast any Program containing matter which violates any right of any third party, which constitutes a personal attack, or which does not meet the requirements of the rules, regulations, and policies of the FCC, (ii) preempt any Program in the event of a local, state, or national emergency, or (iii) delete any commercial announcements that do not comply with the requirements of the FCC's sponsorship identification policy. Licensee covenants and agrees that any preemption, rejection, or refusal of the Programs hereunder shall only occur to the extent Licensee deems it necessary to carry out its obligations as an FCC licensee, and Licensee expressly agrees that its right to preempt, reject, or refuse the Programs shall not be exercised in an arbitrary manner or for the commercial advantage of Licensee or others.

6. Programs.

(a) Licensee acknowledges that it is familiar with the type of programming Programmer currently produces or licenses and has determined that the broadcast of such programming on the Station would serve the public interest. Programmer shall ensure that the

contents of the Programs conform to all FCC rules, regulations and policies in all material respects. Programmer shall consult with Licensee in the selection of the Programs to ensure that the Programs' content contains matters responsive to issues of public concern in the local communities, as those issues are made known to Programmer by Licensee. Licensee acknowledges that its right to broadcast the Programs is non-exclusive and that ownership of or license rights in the Programs shall be and remain vested in Programmer.

(b) Licensee shall oversee and take ultimate responsibility with respect to the reasonable access rights of legally qualified federal candidates, and the provision of equal opportunities and lowest unit charges, to legally qualified candidates, and compliance with the political broadcast rules of the FCC. During the Term, Programmer shall cooperate with Licensee as Licensee complies with its political broadcast responsibilities, and shall supply such information promptly to Licensee as may be necessary to comply with the political broadcasting provisions of the FCC's rules, the Communications Act of 1934, as amended, and federal election laws.

(c) During the Term, Programmer shall cooperate with Licensee to ensure that Emergency Alert System transmissions are properly performed in accordance with Licensee's instructions. During the Term, Licensee and Programmer will maintain music licenses with respect to the Station and the Programs, as appropriate.

7. Expenses. Licensee will pay all expenses necessary to operate and maintain the Station during the Term, including without limitation the cost of its employees and maintenance of all studio and transmitter equipment and all costs required to maintain the Station's broadcast operations in accordance with FCC rules and policies and applicable law, and the cost of all utilities supplied to its facilities. Licensee will provide all personnel necessary for the broadcast transmission of the Programs (once received at its transmitter site) and will be responsible for the salaries, taxes, insurance and related costs for all such personnel.

8. Call Signs. During the Term, Licensee will retain all rights to the call letters of the Station or any other call letters which may be assigned by the FCC for use by the Station, and will ensure that proper station identification announcements are made with such call letters in accordance with FCC rules and regulations. Programmer shall include in the Programs an appropriate station identification and sponsorship identification announcement to identify the Station's call letters and community of license and to identify Programmer's sponsorship of the Programs, in the form and format that Licensee determines is required by the rules and regulations of the FCC. Programmer is authorized during the Term to use such call letters in its Programs and in any promotional material in any media used in connection with the Programs.

9. Maintenance. During the Term, Licensee shall maintain the operating power of the Station at the maximum level 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 at least forty-eight (48) hours 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).

10. Facilities. During the Term, if reasonably necessary to perform this Agreement and requested by Programmer, Licensee shall provide Programmer access to and use of the Station's facilities for purposes of performing this Agreement. When on Licensee's premises, Programmer shall not act contrary to the terms of any lease for such premises or interfere with the business and operation of Licensee's use of such premises.

11. 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 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 violate any law, rule or regulation applicable to it and 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.

12. Purchase Agreement. This Agreement shall terminate automatically upon Closing under the Purchase Agreement. This Agreement may be terminated by either party by written notice to the other in the event of any expiration or termination of the Purchase Agreement.

13. 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, an Event of Default will not be deemed to have occurred until twenty (20) 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, and pursue its legal remedies.

14. Indemnification. Programmer shall indemnify and hold Licensee harmless against any and all liability arising from the broadcast of the Programs on the Station, 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 Licensee's programming on the Station, 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.

15. Assignment. Neither party may assign this Agreement without the prior written consent of the other party hereto. 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.

16. 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.

17. 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 Licensee:

Multicultural Radio Broadcasting, Inc.  
40 Exchange Place, Suite 1010  
New York, NY 10005  
Attention: Young C. Kim (Sean), CFO/COO  
Email: seank@mrbi.net

with copies (which shall not

Fletcher, Heald & Hildreth

constitute notice) to:

1300 N. 17<sup>th</sup> Street, Suite 1100  
Arlington, VA 22209  
Attention: Mark N. Lipp  
Email: [lipp@fhhlaw.com](mailto:lipp@fhhlaw.com)

if to Programmer:

iHeartMedia + Entertainment, Inc.  
125 W. 55<sup>th</sup> Street  
New York, New York 10019  
Attention: Hartley Adkins, COO – Markets Group  
Email: [HartleyAdkins@iheartmedia.com](mailto: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](mailto:ChristopherCain@iheartmedia.com)

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

18. Certifications. Licensee certifies that it maintains ultimate control over the Station's facilities including, specifically, control over the Station's finances, personnel and programming.

19. 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 Texas 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

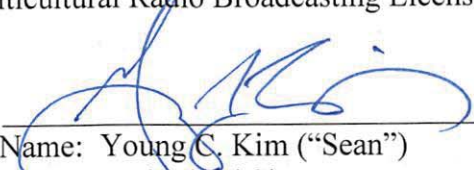
hereof.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO LOCAL PROGRAMMING AND MARKETING AGREEMENT

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

Licensee: Multicultural Radio Broadcasting Licensee, LLC

By:   
Name: Young C. Kim ("Sean")  
Title: Authorized Signatory

Multicultural Radio Broadcasting, Inc.

By:   
Name: Young C. Kim ("Sean")  
Title: Authorized Signatory

Programmer: iHeartMedia + Entertainment, Inc.

By: \_\_\_\_\_  
Name: Hartley Adkins  
Title: COO – Markets Group



SIGNATURE PAGE TO LOCAL PROGRAMMING AND MARKETING AGREEMENT

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

Licensee: Multicultural Radio Broadcasting Licensee, LLC

By: \_\_\_\_\_  
Name:  
Title:

Multicultural Radio Broadcasting, Inc.

By: \_\_\_\_\_  
Name:  
Title:

Programmer: iHeartMedia + Entertainment, Inc.

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

AMENDMENT TO LOCAL PROGRAMMING AND MARKETING AGREEMENT

THIS AMENDMENT TO LOCAL PROGRAMMING AND MARKETING AGREEMENT (this "Amendment") is made as of February 4, 2021 among Multicultural Radio Broadcasting Licensee, LLC, a Delaware limited liability company and Multicultural Radio Broadcasting, Inc., a New Jersey corporation (collectively, "Licensee") and iHeartMedia + Entertainment, Inc., a Nevada corporation ("Programmer").

Recitals

A. Licensee and Programmer are parties to a Local Programming and Marketing Agreement (the "Agreement") dated December 2, 2020 with respect to the following radio station (the "Station"):

KXYZ(AM), Houston, TX (FIN 95)

B. The parties desire to amend the Agreement as set forth herein.

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. Amendment. Schedule A to the Agreement is amended and restated in its entirety as set forth on Schedule A attached hereto.
2. Miscellaneous. Except as amended hereby, the Agreement has not been modified and remains in full force and effect. This Amendment 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 Amendment. Delivery of an executed signature page of this Amendment by electronic transmission shall be effective as delivery of a manually executed original signature page.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO LMA AMENDMENT

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

Licensee:

Multicultural Radio Broadcasting Licensee, LLC

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

Name: YOUNG C. KIM (SEAN)

Title: Authorized Signatory

Multicultural Radio Broadcasting, Inc.

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

Name: YOUNG C. KIM (SEAN)

Title: Authorized Signatory

Programmer:

iHeartMedia + Entertainment, Inc.

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

Name: Hartley Adkins

Title: COO – Markets Group

SIGNATURE PAGE TO LMA AMENDMENT

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

Licensee:

Multicultural Radio Broadcasting Licensee, LLC

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

Name:

Title:

Multicultural Radio Broadcasting, Inc.

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

Name:

Title:

Programmer:

iHeartMedia + Entertainment, Inc.

By: Hartley Adkins

Name: Hartley Adkins

Title: COO – Markets Group

## AMENDMENT TO APA AND LMA

THIS AMENDMENT TO APA AND LMA (this “Agreement”) is made as of February 22, 2021 among Multicultural Radio Broadcasting Licensee, LLC, a Delaware limited liability company and Multicultural Radio Broadcasting, Inc., a New Jersey corporation (collectively, “Seller”), and iHeartMedia + Entertainment, Inc., a Nevada corporation (“iHM+E”) and iHM Licenses, LLC, a Delaware limited liability company (“iHM” and collectively with iHM+E, “Buyer”).

### Recitals

A. Buyer and Seller are parties to an Asset Purchase Agreement dated December 2, 2020 (the “APA”) and a Local Programming and Marketing Agreement dated December 2, 2020, as amended February 4, 2021 (the “LMA”) with respect to the following radio station (the “Station”):

KXYZ(AM), Houston, TX (FIN 95)

B. The parties desire to amend and supplement the APA and LMA as set forth herein. Capitalized terms used herein and not defined have the meanings set forth in the APA or LMA, as applicable.

### Agreement

NOW, THEREFORE, taking the foregoing into account, and in consideration of the mutual covenants and agreements set forth herein, the parties, intending to be legally bound, hereby agree as follows:

1. Extension.

(a) Section 10.1(d) of the APA is hereby amended to delete “March 31, 2021” and insert in lieu thereof “March 31, 2022”.

(b) Section 1 of the LMA is hereby amended to delete “March 31, 2021” and insert in lieu thereof “March 31, 2022”.

(c) If the Advance (defined below) is not repaid by Seller to Buyer when due hereunder, then Buyer may elect in its sole discretion to further extend such dates in Section 10.1(d) of the APA and Section 1 of the LMA to March 31, 2023.

(d) If Closing under the APA does not occur before April 1, 2021, then (i) Seller shall timely file and thereafter diligently prosecute an FCC license renewal application for the Station, (ii) the parties acknowledge that while such renewal application is pending FCC Consent will not be granted and assignment of the FCC Licenses may not be consummated, and (iii) renewal by the FCC of the FCC Licenses for a full license term without material adverse conditions is a condition to Buyer’s obligation to consummate Closing under the APA.

2. Tower Site. The APA is hereby amended to (i) delete APA Exhibit B in its entirety and insert Exhibit B attached hereto in lieu thereof, (ii) delete “Temporary Site Sublease” from Sections 8.1(v) and 8.2(iv) and insert “Temporary Site Lease (or assignment thereof, as applicable)” in lieu thereof, and (iii) delete (a), (b) and (c) from Section 1.10 in their entirety and insert the following in lieu thereof:

“(a) Seller’s tower site for the Station (the “Current Site”) is an Excluded Asset. Seller represents to Buyer that Seller has entered into an agreement to sell the Current Site to an unrelated third party and the date of consummation of such sale will be extended from February 26, 2021 to March 31, 2021 (the “Settlement Date”).

(b) If Closing occurs before the Settlement Date, then at Buyer’s election, at Closing, Seller (as Lessor) and iHM+E (as Lessee) shall enter into the lease (the “Current Site Lease”) attached hereto as Exhibit A pursuant to which Seller will lease the Current Site to iHM+E to operate the Station until Buyer moves the Station to its leased KPRC tower site (the “Temporary Site”), which shall be not later than the Settlement Date.

(c) On the earlier to occur of (i) a date requested by Buyer at any time prior to Closing, or (ii) if the Closing does not occur prior to the Settlement Date, April 1, 2021, Seller shall enter into the lease (the “Temporary Site Lease”) attached hereto as Exhibit B and move to and operate the Station from the Temporary Site during the period (the “Temporary Period”) until the earlier of Closing or termination of this Agreement or termination of the Temporary Site Lease. Thereafter, if requested by Buyer at any time prior to Closing, Seller shall move to and operate the Station from the Permanent Site (defined in Section 1.10(d) of the APA) until the earlier of Closing or termination of this Agreement.”

3. Advance.

(a) Concurrent with the execution of this Amendment, Buyer is advancing to Seller the sum of [REDACTED] (the “Advance”) by wire transfer to the escrow account described in Section 3(b) below in accordance with wire instructions attached hereto.

(b) Seller represents and warrants to and covenants with Buyer that the Advance will be held in an escrow account with Alamo Title Company (in order to extend the Settlement Date from February 26, 2021 to March 31, 2021), and the Advance will be repaid to Buyer as set forth herein. Seller shall use the Advance for such purpose and for no other purpose.

(c) Seller unconditionally and irrevocably promises to repay to Buyer the full amount of the Advance (or the applicable balance of the Advance after any credits under Section 3(d) below) on the date that is the earlier of (A) Closing under the APA or (B) April 7, 2021 or (C) the date the Advance is disbursed from the escrow described in Section 3(b) above (which disbursement shall be directly to Buyer). Except as provided by Section 3(e) below if applicable,

such repayment shall be made by Seller to Buyer by wire transfer of immediately available funds pursuant to instructions provided by Buyer to Seller.

(d) Beginning March 1, 2021 and until the date the Advance is repaid by Seller to Buyer in full, the payments to be made by Buyer (as Programmer) to Seller (as Licensee) under Section 4 and Schedule A of the LMA shall be deemed paid in full by Buyer (as Programmer), and Buyer (as Programmer) shall have no further payment obligations under the LMA during such period. The amount of such deemed LMA payments during such period shall be credited as a partial Advance repayment by Seller to Buyer. Notwithstanding the foregoing, in the event the full amount of the Advance is repaid to Buyer during the Term, Buyer shall be obligated to pay to Seller any unpaid LMA payments accrued during the time the Advance was outstanding.

(e) If Closing under the APA occurs before repayment in full of the Advance by Seller to Buyer, then the Purchase Price under the APA shall be reduced by the full amount of the Advance (or the applicable balance of the Advance after any credits under Section 3(d) above), and thereafter, Seller shall be entitled to any disbursements from the escrow described in Section 3(b) above.

(f) Any failure by Seller to direct the Escrow agent to repay the Advance, or any failure by Seller to repay the Advance when due or other breach by Seller of its representations or default by Seller in its performance under this Amendment shall be deemed a material breach and default by Seller under the APA and the LMA. In the event of any failure by Seller to direct the Escrow agent to repay the Advance, or any failure by Seller to repay the Advance when due, then, in addition to all other rights and remedies available to Buyer, Seller shall pay to Buyer all of Buyer's costs of collection of the Advance, including without limitation attorneys' fees, and Seller shall to pay to Buyer interest on the Advance from the default date until repayment of the Advance to Buyer in full at a rate of 6% per annum, compounded monthly (or, if lower, the highest rate permitted by law).

#### 4. Representations.

(a) Without limiting its representations and warranties under the APA and LMA, Seller represents and warrants to Buyer that the terms of the Advance and repayment thereof and the other terms of this Amendment have been duly authorized by all necessary corporate and company action of Seller, and do not require the consent or approval of any creditor of Seller or other third party, and do not conflict with any credit agreement or other agreement to which Seller is a party or by which Seller is bound.

(b) Seller further represents and warrants to Buyer that Seller has reviewed and approved the APA Closing documents sent by Buyer to Seller on January 13, 2021 and that Seller will before Closing deliver the lien releases described by Buyer to Seller on January 20, 2021.

5. Miscellaneous. Except as amended hereby, the APA and LMA have not been modified and remain in full force and effect. This Amendment 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 Amendment. Delivery of an executed signature page of this Amendment by electronic transmission shall be effective as delivery of a manually executed original signature page.

[SIGNATURE PAGE FOLLOWS]



SIGNATURE PAGE TO AMENDMENT TO APA AND LMA

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

Seller:

Multicultural Radio Broadcasting Licensee, LLC

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

Name: *YOUNG C. KIM (CSGAN)*

Title: *Authorized Signatory*

Multicultural Radio Broadcasting, Inc.

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

Name: *YOUNG C. KIM (CSGAN)*

Title: *Authorized Signatory*

Buyer:

iHeartMedia + Entertainment, Inc.

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

Name: Hartley Adkins

Title: COO – Markets Group

iHM Licenses, LLC

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

Name: Hartley Adkins

Title: COO – Markets Group

SIGNATURE PAGE TO AMENDMENT TO APA AND LMA

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

Seller:

Multicultural Radio Broadcasting Licensee, LLC

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

Name:

Title:

Multicultural Radio Broadcasting, Inc.

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

Name:

Title:

Buyer:

iHeartMedia + Entertainment, Inc.

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

Name: Hartley Adkins

Title: COO – Markets Group

iHM Licenses, LLC

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

Name: Hartley Adkins

Title: COO – Markets Group

Exhibit B

Attachment  
Wire Instructions