

HD CHANNEL AND TRANSLATOR AGREEMENT

THIS HD CHANNEL AND TRANSLATOR AGREEMENT (this "Agreement") is made and entered into as of ~~April 15~~, 2019, between the company or companies set forth as iHeartMedia the signature page hereto ("iHeartMedia") and Radio Sharon Broadcasting, LLC (the "Company").

↓
April 25 SIVJH

A. iHeartMedia owns and operates the radio station listed on *Exhibit A* hereto (the "iHeartMedia Station") pursuant to authorizations issued by the Federal Communications Commission (the "FCC"). The iHeartMedia Station operates in hybrid analog/digital mode and has capacity to broadcast the digital multicast stream listed on *Exhibit A* hereto (the "HD Channel") in addition to its primary analog program stream.

B. The parties desire to provide for the provision of programming by the Company for the HD Channel and the rebroadcast thereof as set forth in this Agreement.

Agreement

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

1. Term. The term of this Agreement (the "Term") shall commence on ~~April 19~~, 2019 (the "Commencement Date") and shall continue until 11:59 p.m. local time on ~~April 18~~, 2024, unless earlier terminated in accordance with the terms hereof.

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2. HD Channel & Translators.

(a) Subject to the terms of this Agreement, during the Term, iHeartMedia shall broadcast on the HD Channel twenty-four (24) hours per day, seven (7) days per week, the programming described on *Exhibit A* hereto provided by the Company (the "Company Programming"). The HD Channel shall consist of the capacity set forth on *Exhibit A* hereto. This Agreement does not provide the Company access to any other broadcast capacity of the iHeartMedia Station. The Company shall produce the Company Programming at the Company's expense, and the Company shall deliver the Company Programming at the Company's expense to the transmitting facilities of the iHeartMedia Station (the "iHeartMedia Transmission Facilities"). Subject to the terms of this Agreement, iHeartMedia shall broadcast the Company Programming on the HD Channel.

(b) During the Term, iHeartMedia consents to the rebroadcast of the HD Channel's programming solely on the rebroadcast translators set forth on *Exhibit A* attached hereto (the "Rebroadcast Translators"). The Company shall be responsible, at the Company's expense, for delivering the I-ID Channel signal to the Rebroadcast Translators. Neither party may further rebroadcast or otherwise use any programming provided by the other party under this Agreement.

3. Intentionally Omitted.

4. Consideration/Expenses.

(a) The consideration to be paid by the Company to iHeartMedia pursuant to this Agreement is set forth on *Exhibit B* hereto.

(b) The Company shall be responsible for all costs of providing the Company Programming under this Agreement, including without limitation the cost of producing, licensing or procuring and delivering (including without limitation any necessary equipment such as a Comrex Bric Link, and internet bandwidth) such programming to the iHeartMedia Transmission Facilities. iHeartMedia shall be responsible for the cost of transmitting the Company Programming on the HD Channel, including without limitation the cost of maintaining, operating and procuring utilities for the iHeartMedia Transmission Facilities; provided, however, that Company shall provide the necessary audio processor for the HD Channel, and any necessary device to allow interruption of the HD Channel by iHeartMedia to inject EAS messages. The Company shall be responsible for all costs of transmitting the signal of the HD Channel to the Rebroadcast Translators. iHeartMedia shall have no financial responsibility for the costs of maintaining or operating the Rebroadcast Translators.

(c) In addition, the Company shall pay when due any supplemental iBiquity license fees attributable to the HD Channel during the Term. Such payment obligation shall survive any expiration or termination of this Agreement. Each party shall otherwise be responsible for all costs incurred by it in the performance of this Agreement. The Company shall be entitled to all revenue arising from the Company Programming broadcast on the HD Channel during the Term.

(d) In addition, the Company shall be responsible for any and all expenses that the landlord of the iHeartMedia Allentown studio complex charges for access, if any, by the Company's personnel to the location, including, without limitation, garage parking fees and fees for building entry key cards for the Company's personnel.

5. Programming.

(a) The Company shall ensure that the Company Programming complies with FCC rules and policies and other applicable laws, complies with iHeartMedia's program standards as in effect from time to time, and does not violate third party rights. The Company shall ensure that the Company Programming includes proper station identification announcements in accordance with FCC rules and regulations, as applicable. The Company shall cooperate with iHeartMedia with respect to, as applicable, the provision of equal opportunities, lowest unit charge, and reasonable access to political candidates, and compliance with other applicable FCC rules and policies.

(b) The Company shall be solely responsible for the content and composition of the Company Programming and for the cost of licensing, obtaining and producing the Company Programming. The Company does not by this Agreement, or otherwise, acquire any right, title, license or interest in and to any programming of iHeartMedia, and iHeartMedia does not by this Agreement or otherwise acquire any right, title, license or interest in and to any Company Programming.

6. Facilities.

(a) Subject to clause (b) below and Section 15, while this Agreement is in effect,

iHeartMedia shall use commercially reasonable efforts (i) to maintain the iHeartMedia Transmission Facilities in normal operating condition and in accordance with generally accepted engineering standards and practices, and (ii) to operate the iHeartMedia Transmission Facilities within FCC-authorized parameters and in accordance with FCC rules and policies and applicable law. The Company shall deliver the Company Programming hereunder in a manner and using technical standards compatible with the iHeartMedia Transmission Facilities.

(b) The iHeartMedia Transmission Facilities may from time to time operate at reduced power or be off air for routine maintenance or due to modifications consistent with this Agreement. iHeartMedia shall use commercially reasonable efforts to schedule any such maintenance and modifications between the hours of 12:00 midnight and 4:00 a.m. local station time or at other times that minimize program disruption. The iHeartMedia Transmission Facilities may also operate at reduced power or be off air due to casualty or other events outside its reasonable control. In such event, iHeartMedia shall use commercially reasonable efforts to restore normal operations as promptly as practicable.

(c) The Company acknowledges that the HD Channel is transmitted together with, and using the same facilities as, the primary program stream of the iHeartMedia Station, and that such facilities may be modified from time to time in the operation of the iHeartMedia Station for such primary stream. Accordingly, the location, power, coverage and other operating parameters of the signal comprising the HD Channel may change in any such modification, and the HD Channel may be sold or conveyed by iHeartMedia together with the iHeartMedia Station (in which event the terms of Section 10 shall apply).

7. Control.

(a) Notwithstanding anything herein to the contrary, iHeartMedia shall at all times have control over the iHeartMedia Station and the HD Channel, consistent with the Communications Act of 1934, as amended (the "Communications Act") and the rules, regulations, policies and procedures of the FCC. Nothing set forth herein limits iHeartMedia's right to refuse to broadcast any Company Programming that violates FCC rules or policy or other applicable law or does not comply with iHeartMedia's program standards or violates third party rights, or to preempt any Company Programming in the event of a local, state, or national emergency. The Company shall promptly provide iHeartMedia with a copy of any letters of complaint it receives concerning the Company Programming, and other requested material, for inclusion in the iHeartMedia Station's public inspection file. The Company shall cooperate with iHeartMedia to ensure that EAS transmissions are properly performed in accordance with FCC requirements.

(b) While this Agreement is in effect, iHeartMedia shall use commercially reasonable efforts to maintain the main station license for the iHeartMedia Station in effect and make all material filings with respect to such licenses in the ordinary course of business, including without limitation timely filing and diligently prosecuting all renewal applications.

8. Call Signs.

(a) The Company shall include in the Company Programming all required station identification announcements (or may use alternative non-audio identifications as permitted by the FCC),

as well as any other announcements required by the FCC. Except for station identification announcements required by FCC rules, the Company shall not use the call letters, slogans or trade names of the iHeartMedia Station for the HD Channel. The Company may use the HD Channel denotation or frequency of the iHeartMedia Station to market, promote, brand and otherwise conduct the business of the HD Channel.

9. Termination. If a party fails to perform its obligations under this Agreement in any material respect or breaches the representations made by it under this Agreement in any material respect, and such breach or default continues for a period of ten (10) business days after the non-defaulting party provides the defaulting party written notice thereof, then the non-defaulting party may terminate this Agreement by giving written notice to the defaulting party. If the Company makes a general assignment for the benefit of creditors, files or has filed against it a petition for bankruptcy, reorganization or the appointment of a receiver, trustee or similar creditors' representative for the property or assets of such party under any federal or state insolvency law, which, if filed against such party, has not been dismissed or discharged within thirty (30) days thereafter, then iHeartMedia may terminate this Agreement upon written notice to the Company. No expiration or termination of this Agreement shall relieve a party of liability for failure to comply with this Agreement prior thereto.

10. Further Terms.

(a) This Agreement may also be terminated as follows:

(i) subject to Section 10(b) below, by iHeartMedia, upon written notice to the Company, in the event of a sale or conveyance of the iHeartMedia Station in accordance with Section 6(c);

(ii) by either party upon written notice to the other if a party is otherwise unable to provide transmission on the HD Channel or the Rebroadcast Translators under this Agreement due to loss of an FCC license or technical facilities, *bona fide* interference complaints, suspension order of the FCC or other reasons outside its reasonable control.

(iii) by either party for any or no reason upon not less than thirty (30) days' written notice to the other party.

(b) In the event of a sale or conveyance of the iHeartMedia Station, if requested by the Company, the parties shall use reasonable best efforts to identify a reasonably comparable and mutually agreeable replacement HD Channel of another iHeartMedia station in the same market and to amend this Agreement to include use of such replacement; if no such replacement HD Channel is agreed upon, then this Agreement may be terminated by either party.

11. Indemnification.

(a) The Company shall indemnify, defend, and hold harmless iHeartMedia from and against any loss, liability, cost or expense (including reasonable attorneys' fees) arising from the broadcast of the Company Programming on the HD Channel, including without limitation any claim of copyright infringement, indecency, libel, slander, defamation, invasion of privacy and violations of any FCC or other applicable rule or policy.

(b) Neither party shall have any liability to the other under this Agreement under any circumstances for the consequential damages of the other party (meaning special, indirect or similar damages that arise from the special circumstances of the other party, whether or not foreseeable) or for punitive or exemplary damages.

(c) The terms of this Section shall survive any expiration or termination of this Agreement.

12. Representations and Warranties. iHeartMedia and the Company each represent and warrant to the other that it is in good standing in the jurisdiction of its organization and is qualified to do business, if applicable, in each jurisdiction in which the iHeartMedia Station or the Rebroadcast Translators, as applicable, is located, it has duly authorized the execution, delivery and performance of this Agreement, this Agreement is binding upon it, and the execution, delivery, and performance by it of this Agreement does not conflict with any other agreement to which it is a party. The Company represents and warrants to iHeartMedia that the Company is qualified under the FCC's ownership rules to enter into this Agreement and provide programming for the HD Channel hereunder and that the Company is the licensee of, or has permission from the licensee of, the Rebroadcast Translators to rebroadcast the HD Channel. iHeartMedia represents and warrants to the Company that iHeartMedia is qualified under the FCC's ownership rules to enter into this Agreement. The Company represents and warrants to iHeartMedia that the Rebroadcast Translators is qualified under the FCC's FM translator rules to rebroadcast the HD Channel.

13. Assignment. Neither party may assign this Agreement without the prior written consent of the other party hereto; provided, however, that this Agreement may be assigned to an affiliate of a party who assumes this Agreement in writing, upon written notice to the other party, and, provided further, that no consent of the Company shall be required for the assumption of this Agreement by iHeartMedia's post-bankruptcy successor in interest. 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.

14. Confidentiality. Except as may be reasonably necessary to perform this Agreement, and except as may be required by law or compulsory legal process or request by the FCC, the parties shall keep confidential, and shall not use or disclose the terms of this Agreement or any nonpublic information regarding the parties, the stations or the programming. The parties agree that this Agreement may be filed with the FCC and uploaded to the stations' public inspection files, as appropriate.

15. Force Majeure. Notwithstanding anything herein to the contrary, any failure to comply with this Agreement due to any act of God, strikes or threats thereof, war, acts of terrorism, civil disturbance or other event outside the control of a party shall not constitute a breach of this Agreement, and neither iHeartMedia nor the Company, as applicable, will be liable to the other party therefor; provided, however, that each party shall use commercially reasonable efforts to correct such event or condition as soon as reasonably possible.

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

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

and iHeartMedia, Inc
1541 Alta Drive
Suite, 400
Whitchall, PA 18052
Attn: Bill Palmieri

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

Legal Department
200 E. Basse Road
San Antonio, TX 78209
Attention: Christopher M. Cain, Esq.

if to the Company: Radio Sharon Broadcasting, LLC
845 W Wyoming St.
Allentown PA 18103
Attention:

17. Miscellaneous. This Agreement is subject to the applicable rules and policies of the FCC (some of which are the subject of pending rulemaking proceedings) and other applicable law. If such rules or policies change in a manner not consistent with this Agreement or a court or governmental Authority holds any provision of this Agreement unenforceable, then unless the parties modify this Agreement to comply there with either party may terminate this Agreement by written notice to the other. This Agreement shall be governed by the laws of the State of Delaware without regard to principles of conflicts of laws. Neither party shall be deemed to be the agent, partner, or representative of the other party, nor does this Agreement constitute a joint venture. This Agreement constitutes the entire agreement and understanding among the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings among the parties with respect to the subject matter hereof. No amendment or waiver of compliance with any provision of this Agreement or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of such amendment, waiver or consent is sought. This Agreement may be executed in separate counterparts, each of which will be deemed an original and all of which together will constitute one and the same agreement. Delivery of an executed counterpart signature page to this Agreement by facsimile or e-mail shall be deemed sufficient to render this Agreement effective.

18. Certification

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

(b) The Company certifies that, to the best of its knowledge, the licensee of the Rebroadcast Translators will maintain ultimate control over the Rebroadcast Translators' facilities including, specifically, control over the Rebroadcast Translators' finances, personnel and programming. The Company certifies that this Agreement complies with the provisions of 47 C.F.R. Sections 73.3555(a), 74.1231 and 74.1232.

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

(a) In accordance with Paragraphs 49 and 50 of United States Federal Communications Commission Report and Order No. FCC 07-217, the Company shall not discriminate in any contract for advertising in the Company Programming for broadcast on the HD Channel on the basis of race or ethnicity, that all such contracts shall be evaluated, negotiated and completed without regard to race or ethnicity. The Company shall include a clause to such effect in all contracts for advertising in the Company Programming for broadcast on the HD Channel, and if requested, shall provide written confirmation of compliance with such requirement.

(b) In connection with the Company Programming, neither the Company 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 the Company and advertisers, sponsors, or other third parties, unless the payer is identified as required by the Communications Act and the rules, regulations, policies and procedures of the FCC in the program for which Consideration was provided as having paid for or furnished such Consideration. On each anniversary date of this Agreement, or more frequently at the request of iHeartMedia, the Company shall provide iHeartMedia with an affidavit executed by the Company and separate affidavits executed by each of its employees involved with the Company Programming, with each affidavit to be substantially in the form attached hereto as Attachment I.

(c) In connection with the Company Programming, the Company shall ensure that no person shall knowingly utter or transmit any false signals of distress and that the Company Programming will not include transmissions of false or deceptive Emergency Alert System ("EAS") codes or Attention Signals or a recording or simulation thereof, in any circumstance other than in an actual National, State or Local area emergency or authorized test of the EAS. Any employee or agent of the Company with duties relating to the Company Programming shall, within five (5) days of undertaking such duties, and annually thereafter, review the current version of the iHeartCommunications, Inc. Compliance Manual: EAS Tones. On each anniversary date of this Agreement, or more frequently at the request of iHeartMedia, the Company shall provide iHeartMedia with separate EAS Compliance Certificates executed by each of its employees or agents involved with the Company Programming, with each Certification to be substantially in the form attached hereto as Attachment II.

ATTACHMENT I

FORM OF ANTI-PAYOLA/PLUGOLA AFFIDAVIT

County of Lehigh)
State of Pennsylvania) SS:

ANTI-PAYOLA/PLUGOLA AFFIDAVIT

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

1. I am Operation Manager for Radio Station Broad.
Position Employer
2. I have acted in the above capacity since 07/01/2017, _____
month year
3. To my knowledge, no matter has been broadcast by the HD Channel of radio station _____ licensed to the community of _____ (the "Station") for which money, service or other valuable consideration has been directly or indirectly paid, promised to, charged, or accepted by or from any third party, including, without limitation, any individual, general or limited partnership, corporation, firm, limited liability company or partnership, association or any other legal entity (collectively, "Person"), which matter at the time of broadcast was not announced or otherwise indicated as paid for or furnished by such Person.
4. To my knowledge, no matter has been broadcast by the Station for which money, service or other valuable consideration has been directly or indirectly paid, promised to, charged, or accepted by the Station or by any independent contractor engaged by the Station in furnishing programs, from any Person, which matter at the time of broadcast was not announced or otherwise indicated as paid for or furnished by such Person.
5. I will not pay, promise to pay, request, or receive any money, service or any other valuable consideration, direct or indirect, from any Person in exchange for purposes of influencing, or attempting to influence, the production or preparation of any matter broadcast on the Station.
6. Except as set forth in the Appendix to this affidavit, neither I nor my immediate family (which includes any spouse and children) have any present direct or indirect ownership interest in (other than less than 5% of the voting stock in a corporation whose stock is

publicly traded), serve as an officer or director of (whether with or without compensation), or serve as an employee of, any Person engaged in any of the following:

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

Signature: Sandra V
Printed Name: Sandra Vargas

Subscribed and sworn to before me
this 15 day of April, 2019

Oliver
Notary Public

My Commission expires: 2/29/2020

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
ANA FERNANDEZ, Notary Public
City of Allentown, Lehigh County
My Commission Expires Feb. 29, 2020

ATTACHMENT II

FORM OF EAS COMPLIANCE CERTIFICATE

Sandra Vargas do hereby certify under penalty of perjury that:
Print Name

1. I have received and reviewed a copy of the iHeartCommunications, Inc. Compliance Manual: EAS Tones (as revised June 8, 2018) relating to compliance with the prohibitions on the broadcast of false signals of distress and the Emergency Alert System ("EAS") codes and Attention Signal contained in 47 U.S.C. § 325(a) and 47 C.F.R. § 11.45 (referred to herein, together with written decisions of the Federal Communications Commission ("FCC") that are currently in effect, as the "EAS Laws");
2. I will comply with the EAS Laws and understand that failure to do so can expose the broadcast licensee to significant monetary fines and other penalties up to and including revocation of its broadcast station licenses, and that my employer can take disciplinary action against me for non-compliance; and
3. If I believe that a violation of the EAS Laws is going to occur or has already occurred, I will immediately notify iHeart's Legal Department at christophercain@iheartmedia.com.

Signature: Sandra U
Printed Name: Sandra Vargas
Company: Radio Sharort LLC
Date: 4/15/2019

SIGNATURE PAGE TO HD CHANNEL AND TRANSLATOR AGREEMENT (KODA-HD3)

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

iHEARTMEDIA:

CAPSTAR TX, LLC
CAPSTAR RADIO OPERATING COMPANY
(Each as debtor in possession)

By: _____

Name: Jeff Littlejohn
Title: Executive Vice President -
Engineering & Systems Integration

THE COMPANY:

RADIO SHARON BROADCASTING, LLC
(a _____ corporation)

By: _____

Name: Sandra Jorgas
Title: Operation Manager

EXHIBIT A

1. *iHeartMedia Station*

Market	iHeartMedia Station ^{1/}	HD Channel	Rebroadcast Translators to Rebroadcast the HD Channel ^{2/}
Allentown, PA	WAEB(FM), Allentown, PA FCC Facility ID 14372	WAEB-HD3	W221CU, FCC Facility ID: 139244 W296CL, FCC Facility ID: 151079 W300BT, Facility ID: 156246

2. *Capacity*

The HD Channel will consist of not less than 12 Kbps of capacity.

3. *Company Programming*

The Company Programming (as such term is used in this Agreement) will include only programming with a format that is distinct from the format of any radio station licensed to or programmed by iHeartMedia or its affiliates, which such radio station is listed by Nielsen as part of or home to the Allentown, PA Metro Market.

¹ This Agreement does not permit the Company to rebroadcast any programming of the iHeartMedia Station other than the Company Programming on the HD Channel.

² Subject to the consent of the licensee of the Rebroadcast Translators and compliance with 47 C.F.R. Sections 74.1231 and 74.1232 for fill-in translators.