

TRANSLATOR REBROADCAST AGREEMENT – W288ED

This TRANSLATOR REBROADCAST AGREEMENT – W288ED, is dated as of February 23, 2022 (this “Agreement”), by and among PIEDMONT COMMUNICATIONS, INC., a Virginia corporation (“Programmer”), iHM LICENSES, LLC, Delaware limited liability company (“iHML”) and iHEARTMEDIA + ENTERTAINMENT, INC., a Nevada corporation (“iHME” and together with iHML, “Permittee”; each of Programmer, iHML and iHME a “Party” and collectively, the “Parties”).

WITNESSETH:

WHEREAS, iHML holds a construction permit to construct FM translator station **W288ED** (Facility ID No. 148345) on Channel 288 (105.5 MHz), Charlottesville, Virginia (“W288ED” or the “Translator”), pursuant to that certain authorization issued by the Federal Communications Commission (the “FCC”) in CDBS File No. BNPFT-20130821ABF (the “W288ED Permit”); and

WHEREAS, iHML has filed, or promptly will file, an application with the FCC for the minor modification of the W288ED Permit, with specifications materially as set forth on Schedule A attached hereto (the “Modification Application”), which, upon grant by the FCC, will result in the issuance of the “Amended Permit”; and

WHEREAS, pursuant to that certain Asset Exchange Agreement among Permittee and Programmer dated May 20, 2021, as amended (the “AEA”), Permittee has agreed to sell, and Programmer has agreed to acquire, the FCC authorizations for the Translator and certain of the assets owned by Permittee and used or to be used in connection with the operation of the Translator, subject to the terms of the AEA; and

WHEREAS, Programmer is the licensee of Station WVCV(AM), 1340 kHz, Orange, Virginia, FCC Facility ID No. 54873 (the “Primary Station”); and

WHEREAS, subject to the terms set forth herein, Permittee is willing to undertake commercially reasonable efforts to construct in a timely fashion the translator station authorized by the Amended Permit, if granted, and, once constructed, to rebroadcast the Primary Station signal on the Translator.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Agreement Term.** The term of this Agreement (the “Term”) shall begin on the date hereof (the “Effective Date”) and, unless terminated earlier pursuant to the provisions of this Agreement, shall end on the earliest of: (a) the Closing Date (as defined in the AEA), (b) the date of termination of this Agreement in accordance with the terms hereunder, and (c) five (5) business days from the date of termination of the AEA, pursuant to the terms of the AEA, without a Closing.

2. **Commencement Date and Primary Station.** Subject to the terms of this Agreement, starting on the date that the license to cover application is filed with the FCC by Permittee confirming completion of construction pursuant to the Amended Permit (the “Commencement Date”), and throughout the Term, the Translator shall rebroadcast, twenty-four (24) hours per day, seven (7) days per week (subject to down time for routine maintenance), the programming broadcast by the Primary Station. No later than the Commencement Date, Permittee shall inform the FCC by written notification that the Primary Station shall be the primary station signal rebroadcast by the Translator for operation pursuant to the Amended Permit. Permittee acknowledges that it is familiar with the type of programming Programmer supplies or proposes to supply for broadcast on the Primary Station and Permittee has determined that the rebroadcast of such programming by the Translator would serve the public interest. Programmer may substitute as the Primary Station for the Translator another broadcast station or programming stream owned or programmed by Programmer, provided that such substitution complies with FCC rules and policies for FM translator rebroadcasts, and Permittee shall inform the FCC promptly of such change in Primary Station.

3. **Consideration.** In consideration for Permittee’s submission and prosecution of the Modification Application, Permittee’s undertaking commercially reasonable efforts to construct in a timely fashion the translator station authorized by the Amended Permit (if issued), and Permittee agreeing to designate Programmer’s Primary Station as the station to be rebroadcast by the Translator, Programmer shall pay to Permittee the Initial Payment, Monthly Payments and Reimbursement Payments as set forth on Schedule B attached hereto.

4. **Expenses.** During the Term, Permittee shall be responsible (a) for all costs, including but not limited to FCC filing fees, outside consulting engineering, equipment purchases, installation fees and related costs, to implement the construction of the Translator pursuant to the Amended Permit; (b) rent payments for the Translator’s transmitter site pursuant to the Amended Permit; (c) utility charges for the Translator’s operation; and (d) all other costs of maintaining the Translator operations, including, without limitation, maintenance and repair of the operating equipment for the Translator; in each instance subject to the payments set forth on Schedule B. During the Term, Programmer shall be responsible for the costs of delivering the Primary Station signal to the Translator. Except as otherwise set forth herein, each Party hereto shall be solely responsible for all costs and expenses incurred by it in connection with the negotiation, preparation and performance of and compliance with the terms of this Agreement.

5. **Operation, Ownership and Control of the Translator.** Notwithstanding anything to the contrary in this Agreement, Permittee shall have full authority, power and control over the operation of the Translator and construction of the facilities specified in the Amended Permit, and Permittee shall retain control over the policies, programming and operations of the Translator. Nothing contained herein shall prevent Permittee from (a) rejecting or refusing programs which Permittee believes to be contrary to the public interest, or (b) substituting programs which Permittee believes to be of greater local or national importance or which are designed to address the problems, needs and interests of the local communities. Permittee reserves the right to refuse to broadcast any programming containing matter which violates any right of any third party or which constitutes a “personal attack” as that term has been defined by the FCC. Permittee also reserves the right to refuse to broadcast any programming which does not meet the requirements of the Communications Act of 1934, as amended, or the rules,

regulations, and policies of the FCC (collectively, the “Communications Laws”). Permittee further reserves the right to preempt any programming in the event of a local, state, or national emergency.

6. **Advertising, Anti-Payola/Plugola and EAS Compliance.**

(a) In accordance with Paragraphs 49 and 50 of FCC Report and Order No. FCC 07-217, no Party shall discriminate in any contract for advertising in the programming for broadcast on the Translator on the basis of race or ethnicity, and all such contracts shall be evaluated, negotiated and completed without regard to race or ethnicity. Each Party shall include a clause to such effect in all written contracts for advertising in the programming for broadcast on the Translator, and if requested, shall provide written confirmation of compliance with such requirement.

(b) In connection with the programming for broadcast on the Translator, no Party 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 Party and advertisers, sponsors, or other third parties, unless the payer is identified as required by the Communications Laws in the program for which Consideration was provided as having paid for or furnished such Consideration.

(c) In connection with the programming for rebroadcast on the Translator, Programmer shall ensure that no person shall knowingly utter or transmit any false signals of distress and that the Primary Station 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 Programmer with duties relating to the Primary Station programming shall, within thirty (30) days of undertaking such duties, and annually thereafter, review Permittee’s Compliance Manual on EAS Tones. On each anniversary date of this Agreement, or more frequently at the request of Permittee, Programmer shall provide Permittee with separate EAS Compliance certificates (substantially in the form at Exhibit I) executed by each of its employees or agents involved with the Primary Station programming.

7. **Events of Default; Termination.**

(a) **Programmer’s Events of Default.** The occurrence of the following shall be deemed an Event of Default by Programmer under this Agreement: (a) Programmer fails to observe or perform its obligations contained in this Agreement in any material respect; or (b) Programmer breaches the representations and warranties made by it under this Agreement in any material respect.

(b) **Permittee’s Events of Default.** The occurrence of any of the following shall be deemed an Event of Default by Permittee under this Agreement: (a) Permittee fails to observe or perform its other obligations contained in this Agreement in any material respect; or

(b) Permittee breaches the representations and warranties made by it under this Agreement in any material respect.

(c) **Cure Period.** Notwithstanding the foregoing, an Event of Default shall not be deemed to have occurred until ten (10) business days after the non-defaulting party has provided the other Parties with written notice specifying the Event of Default and such Event of Default remains uncured.

(d) **Termination in the Event of Default.** Upon the occurrence of an Event of Default, and in the absence of a timely cure pursuant to Section 7(c), the non-defaulting party may terminate this Agreement, effective immediately upon written notice to the defaulting party.

(e) **Programmer Termination.** Programmer may terminate this Agreement upon written notice to Permittee in the event (i) the FCC or Permittee takes any action with respect to the Translator, including without limitation, an action resulting in the cancellation, revocation, or adverse material modification of the FCC authorization(s) for the Translator, or voluntary or required material alteration or suspension of Translator operations, including, without limitation, a material reduction in power, that would preclude Permittee from rebroadcasting the Primary Station or operating the Translator materially as contemplated pursuant to the Amended Permit; or (ii) if the Translator fails to operate at full authorized power for more than ten (10) hours during any 30-day period, provided notice of such termination is provided to Permittee within ten (10) days after the expiration of such 30-day period.

(f) **Liabilities Upon Termination.** Upon the termination of this Agreement pursuant to its terms, (i) Permittee shall be under no further obligation to make available to Programmer the Translator for the rebroadcast of the Primary Station; (ii) Programmer's obligation to make Monthly Payments shall terminate for the period following the effective date of the termination; (iii) subject to the payments as set forth on *Schedule B*, Permittee solely shall be responsible for all of its liabilities, debts and obligations to third-parties incident to the operation of the Translator; and (iv) Programmer solely shall be responsible for all of its liabilities, debts and obligations to third-parties incident to the programming of the Primary Station. No expiration or termination of this Agreement shall terminate the obligation of each Party to indemnify the other Party for claims of third parties under **Section 8** hereof or limit or impair any Party's rights to receive or make payments due and owing in accordance with this Agreement on or before the date of such termination, including without limitation, outstanding payments as set forth on *Schedule B*.

8. **Indemnification.** Programmer shall indemnify, defend, and hold harmless Permittee from and against any loss, liability, cost or expense (including reasonable attorneys' fees) arising from Programmer's access to the Translator and the rebroadcast of the Primary Station on the Translator, including, without limitation, any claim of copyright infringement, indecency, libel, slander, defamation, invasion of privacy and violations of the Communications Laws or other applicable statute, rule or policy caused by Programmer. Permittee shall indemnify, defend, and hold harmless Programmer from and against any loss, liability, cost or expense (including reasonable attorneys' fees) arising from Permittee's operation and maintenance of the Translator, including without limitation, violations of the Communications

Laws or other applicable statute, rule or policy caused by Permittee. The obligations under this Section shall survive any termination of this Agreement.

9. **Authority.** Each Party represents and warrants to the other Party that: (a) it has the power and authority to enter into this Agreement and to consummate the transactions contemplated hereby; (b) it is in good standing in the jurisdiction of its organization and is qualified to do business in all jurisdictions where the nature of its business requires such qualification; (c) it has duly authorized this Agreement, and this Agreement is binding upon it; and (d) the execution, delivery, and performance by it of this Agreement does not conflict with, result in a breach of, or constitute a default or ground for termination under any agreement to which it is a party or by which it is bound.

10. **Relationship of Parties.** No Party shall be deemed to be the agent, partner, or representative of the other Party to this Agreement, and no Party is authorized to bind another Party to any contract, agreement, or understanding.

11. **Force Majeure.** The failure of any Party to comply with its obligations under this Agreement due to acts of God, strikes or threats thereof or a force majeure or due to causes beyond such Party's control, shall not constitute an Event of Default under this Agreement and no Party shall be liable to another Party therefore. Each Party agrees to exercise its best efforts to remedy the conditions described in this Section as soon as practicable.

12. **Subject to Laws.** The obligations of the Parties under this Agreement are subject to the Communications Laws and all other applicable laws. The Parties agree that Permittee and the Programmer may file a copy of this Agreement with the FCC or post in a station records file if required by the Communications Laws.

13. **Notices.** Any notice pursuant to this Agreement shall be in writing and shall be deemed delivered on the date of personal delivery or confirmed delivery by a nationally recognized overnight courier service, and shall be addressed as set forth below (or to such other address as any party may request by written notice):

If to Permittee, to:

iHeartMedia
8044 Montgomery Road, Suite 650
Cincinnati, OH 45236
Attention: Jeff Littlejohn
with a copy (which shall not constitute notice) to:

iHeartMedia
Legal Department
20880 Stone Oak Parkway
San Antonio, TX 78258-7460
Attention: Christopher M. Cain, Esq.

If to Programmer, to:

Piedmont Communications, Inc.
PO Box 271
Orange, VA 22960
Attention: General Manager

14. **Governing Law.** This Agreement shall be construed under and governed by the laws of the State of Delaware, without regard to its conflict of laws principles.

15. **Partial Invalidity.** Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but in case any provision contained herein shall, for any reason, be held to be invalid or unenforceable, such provision shall be ineffective to the extent of such invalidity or unenforceability without invalidating the remainder of such provision or any other provisions hereof, unless such a construction would be unreasonable.

16. **Counterparts.** This Agreement may be executed in separate counterparts (including faxed or e-mailed in PDF or other image format), each of which will be deemed an original and all of which together will constitute one and the same agreement.

17. **Assignment.** No 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. 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.

18. **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.

19. **Certifications.**

(a) Programmer certifies that this Agreement complies with the provisions of 47 C.F.R. Sections 74.1231 and 74.1232.

(b) Permittee certifies that it maintains ultimate control over the Translator's facilities including, specifically, control over the Translator's finances, personnel and programming. Permittee certifies that this Agreement complies with the provisions of 47 C.F.R. Sections 74.1231 and 74.1232.

20. **Entire Agreement.** This Agreement, the schedules and exhibit attached hereto supersede all prior agreements and understandings among the Parties with respect to the subject

matter hereof and may not be changed or terminated orally, and no attempted change, amendment, or waiver of any of the provisions hereof shall be binding unless in writing and signed by both parties.

21. **Cooperation.** From time to time after the date of execution hereof, the Parties shall take such further action and execute such further documents, assurances and certificates as either Party reasonably may request of the other to effectuate the purposes of this Agreement.

SIGNATURE PAGE TO TRANSLATOR REBROADCAST AGREEMENT - W288ED

IN WITNESS WHEREOF, the parties hereto have executed this Translator Rebroadcast Agreement – W288ED as of the day and year first above written.

iHM LICENSES, LLC
iHEARTMEDIA + ENTERTAINMENT, INC.

By: 

Name: Jeff Littlejohn

Title: Executive Vice President –
Engineering & Systems Integration

PIEDMONT COMMUNICATIONS, INC.

By: 

Name: Kevin L. Dalton

Title: General Manager

SCHEDULE A

Modification Application to Specify:

- Transmitter Site Location on middle tower of Antenna Structure No. 1017575
- Nicom BLK-8 horizontally polarized
- Antenna height above ground level: approximately 200 feet
- Specifications may be revised by mutual consent of the Parties

SCHEDULE B

Within two (2) business days after the FCC issuance of the Amended Permit, Programmer shall deliver to Permittee by wire of immediately available funds the amount of FIFTY THOUSAND DOLLARS (\$50,000.00) (the “Initial Payment”). The Initial Payment shall be non-refundable except as set forth below.

Beginning on the Commencement Date and during the Term of this Agreement, Programmer shall pay Permittee a Monthly Payment in the amount of ONE HUNDRED DOLLARS (\$100.00) per month, prorated for any partial calendar month, due by the tenth (10th) day of each calendar month (the “Monthly Payment”).

In addition, from the Effective Date and during the Term of this Agreement, subject to the proviso below, Programmer shall reimburse Permittee (the “Reimbursement Payments”), for all of Permittee’s out-of-pocket expenditures to construct, operate and maintain the Translator, including, but not limited to: a) for all costs, including but not limited to FCC filing fees, outside consulting engineering, equipment purchases, installation fees and related costs, to implement the construction of the Translator pursuant to the Amended Permit (collectively the “Construction Costs”); (b) rent payments for the Translator’s transmitter site pursuant to the Amended Permit; (c) utility charges for the Translator’s operation; and (d) all other costs of maintaining the Translator operations, including, without limitation, maintenance and repair of the operating equipment for the Translator at the Amended Permit site. Permittee shall deliver to Programmer a statement in reasonable detail with back-up documentation for such expenses incurred, or to be incurred, by Permittee, including without limitation advance invoices for third-party equipment and services, and Programmer shall pay Permittee the Reimbursement Payment within ten (10) business days of receipt of such statement and documentation, provided, however, that no Reimbursement Payments shall be due for the Construction Costs unless and until Permittee’s Construction Costs exceed the amount of the Initial Payment received by Permittee.

At the Closing of the AEA, provided the Initial Payment, Monthly Payments and Reimbursement Payments that are due have been delivered to Permittee as provided in this Agreement, Permittee will assign to Programmer title to the equipment installed for the Amended Permit. If there is a termination of the AEA pursuant to its terms without a Closing, Permittee will assign to Programmer title to the equipment installed for the Amended Permit where the sum of the Construction Costs were no greater than the amount of the Initial Payment and/or the excess Construction Costs amount was reimbursed to Permittee by Programmer via Reimbursement Payments, provided, further, the Programmer undertakes to remove such equipment from the premises within thirty (30) day of the termination without Closing. In addition, at the Closing of the AEA, or if there is a termination of the AEA without a Closing, if the Initial Payment received by Permittee exceeds Permittee’s Construction Costs, then Permittee will refund to Programmer the excess, to be delivered in a commercially reasonable time.

EXHIBIT I

FORM OF EAS COMPLIANCE CERTIFICATE

I, _____, 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: _____

Printed Name: _____

Company: _____

Date: _____