

**AGREEMENT FOR MODIFICATIONS AND ASSIGNMENT OF FCC  
AUTHORIZATION**

This Agreement for Modifications and Assignment of FCC Authorization (the “Agreement”) is made and entered into as of this 18 day of January, 2023, by and among SSR COMMUNICATIONS, INC. (“SSR”), the licensee of radio station WYAB(FM), Pocahontas, Mississippi, FCC Facility ID No. 77646 (“WYAB”) and of FM translator station W284DT, Jackson, Mississippi, FCC Facility ID No. 91541 (“W284DT”), and iHM LICENSES, LLC (“iHM Licenses”), the licensee of radio station WFFX(FM), Hattiesburg, Mississippi, FCC Facility ID No. 54611 (“WFFX”), as well other radio stations in the region, and its affiliate, iHEARTMEDIA + ENTERTAINMENT, INC. (“iHEARTMEDIA” and together with iHM Licenses, “iHM”).

WHEREAS, the parties believe that the public interest would be better served by pursuing FM station modifications;

WHEREAS, the parties desire to arrange for the submittal simultaneously to the Federal Communications Commission (“FCC”) of applications to seek construction permits for modified facilities;

NOW, THEREFORE, in consideration of the mutual benefits and covenants set forth below, the parties hereby agree as follows:

1. Modification Applications. Within five (5) business days of the date that iHM provides notice to SSR that it is ready to proceed, construction permit applications shall be filed with the FCC on the same day pursuant to Section 73.3517(e) of the FCC rules as follows:

a. SSR shall file an application for a construction permit for the minor modification of WYAB specifying the technical parameters materially as set forth in *Appendix A* to this Agreement (the “WYAB Modification Application”); and

b. iHM shall file an application for a construction permit for the minor modification of WFFX with technical parameters which will permit the WYAB Modification to be granted in conformance with FCC spacing rules as they relate to WFFX (the “WFFX Modification Application” and collectively with the WYAB Modification Application, the “Modification Applications”).

c. Each Modification Application shall include a statement as required by Section 73.3517(e), prepared by iHM, that the application is being filed as part of a related group of applications to make changes in facilities, which cross-references each of the related applications, and which includes a copy of this Contingent Applications Agreement.

2. Prosecution of Applications.

a. The parties to this Agreement shall use commercially reasonable efforts, at their own expense, to obtain the FCC’s grant of their respective Modification Application.

b. Should the consent or approval of any third party be necessary or required for the grant of any of the Modification Applications, except as may otherwise be set forth in this Agreement, the expense of obtaining such consent shall be borne by the respective applicant.

c. Nothing in this Agreement shall obligate any party hereto to pursue judicial review of an FCC denial of any of the Modification Applications, or to accept, agree, or accede to any material adverse conditions imposed in connection with the FCC approval of any of the Modification Applications.

d. Neither party will submit any application, amendment, petition, response, pleading, or other document to the FCC or any other governmental authority concerning the Modification Applications, the construction permits issued pursuant to the Modification Applications or the respective covering license applications (i) without first seeking the informal consent of the other party to this Agreement to do so; (ii) that is inconsistent with the terms of this Agreement; (iii) that would diminish or delay the prospects for timely grants of the Modification Applications; or (iv) that would diminish or delay the ability of either party to construct and place into operation the modifications requested in their respective Modification Application.

e. Each party to this Agreement acknowledges to the other party that there is no assurance that either or both Modification Applications will be granted by the FCC, and that FCC rule or policy changes, or changes in other facilities or factors outside the control of a party to this Agreement, could cause any of the Modification Applications to be impossible of effectuation. No party to this Agreement is relying upon any technical, engineering or legal assurances, representations or covenants except as explicitly set forth in this Agreement. No party who is otherwise in compliance with this Agreement shall bear any liability should any of the Modification Applications be impossible of effectuation, or if any is denied, dismissed or delayed by the FCC. Each party is relying upon its own expertise, engineers, technical consultants and/or legal advisors in entering into this Agreement and each party is entering into this Agreement at its own risk.

### 3. Consideration.

a. In consideration of the mutual benefits and covenants set forth in this Agreement, upon the grant of the WYAB Modification Application, SSR agrees to assign to iHM its FCC authorization to operate FM Translator Station W284DT, Jackson, Mississippi, FCC Facility ID No. 91541 ("W284DT") along with the assignment to iHM of associated tangible assets and entering into a transmitter site sublease as set forth in *Appendix B* hereto, subject to the prior approval of the FCC.

b. In further consideration of the mutual benefits and covenants set forth in this Agreement, concurrent with the execution of this Agreement, SSR and iHM shall enter into a Translator Rebroadcast Agreement substantially in the form at *Appendix C* hereto.

c. Except as otherwise provided in this Agreement, each party shall bear its own costs and expenses, including income taxes, transfer taxes, sales taxes, and any expenses incurred in the routine operation of such party's radio station(s) (including salaries, commissions,

rent, utilities, and related expenses), in connection with this Agreement and the transactions contemplated hereby. The costs and expenses of the facility changes proposed in this Agreement to the parties' facilities shall be paid by the party to which the facility is licensed.

4. Termination.

a. This Agreement shall commence on the date first written above and shall continue until such time as the parties hereto have discharged their respective obligations under this Agreement, unless this Agreement is earlier terminated pursuant to the terms of this Agreement.

b. If, within twelve (12) months of the date of this Agreement, the FCC fails to grant both Modification Applications, or if the FCC denies or dismisses one or both of the Modification Applications by a "Final Order" (as hereinafter defined), provided the terminating party is not in breach or default of this Agreement, either party may thereafter terminate this Agreement effective upon written notice to the other. In such event, all parties shall be relieved of their further duties and obligations hereunder with respect to the Modification Applications. As used in this Agreement, the term "Final Order" means a written action or order issued by the FCC which has not been reversed, stayed, enjoined, set aside, annulled or suspended, and with respect to which no requests have been filed for administrative or judicial review, reconsideration or appeal and the periods provided by statute or FCC regulations for filing any such requests and for the FCC to set aside the action on its own motion have expired, or in the event of review, reconsideration or appeal, the FCC upholds the action and the period provided by statute or FCC regulations for further review, reconsideration or appeal has expired.

c. The following shall, after the expiration of the Cure Period, constitute Events of Default under this Agreement: (i) any party's default in the observance or performance of any material covenant, condition, or agreement contained herein; or (ii) any representation or warranty herein made by either party, or in any application or other document furnished under this Agreement, which shall prove to have been false or misleading in any material respect as of the time made or furnished.

d. An Event of Default shall not be deemed to have occurred until ten (10) business days after the nondefaulting party has provided the defaulting party with written notice specifying the event or events that if not cured within ten (10) business days of such notice (the "Cure Period"), would constitute an Event of Default and specifying the actions necessary to cure within the Cure Period.

e. In the event of the occurrence of an Event of Default, because of the unique nature of the FCC authorizations that are the subject matter of this Agreement, any party may obtain specific performance, including seeking the issuance of a judicial order directing a party to file a specific application or seek a specific approval at the FCC, subject to obtaining any necessary FCC grants of applications or approvals, as a remedy for the breach of this Agreement in addition to all other available legal or equitable remedies. Each party agrees to waive the defense in any such action for a decree of specific performance that the party bringing the action has no adequate remedy at law and will interpose no objection or opposition, legal or otherwise, as to the propriety of specific performance as a remedy. Should any party default in the performance of any of the requirements, terms or conditions of this Agreement which default

results in the filing of an action for specific performance, a lawsuit or other action, the prevailing party or parties in such a lawsuit or action shall be entitled to an award of reasonable attorneys' fees and costs as shall be determined by the court.

5. 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.

6. Construction. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware without regard to choice of laws principles. Any action brought under this Agreement shall be in either the state or federal court having jurisdiction over claims in Delaware.\_

7. Notices. All notices, demands, and requests required or permitted to be given under the provisions of this Agreement shall be in writing and shall be sent by USPS Express Mail, Federal Express or similar recognized overnight courier service, with all charges prepaid, and shall be deemed to have been duly delivered and received on the date of receipt (as shown on the delivery confirmation). All such notices, demands, and requests shall be addressed as follows:

a. If to iHM:

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.

b. If to SSR:

SSR Communications, Inc.  
740 Highway 49 North, Suite R  
Flora, MS 39071  
Attention: Matthew K. Wesolowski

8. Miscellaneous.

a. Except as and to the extent required by law, including without limitation, FCC rules and published policies, each party will keep confidential this Agreement, its contents, and

any information obtained from any other party in connection with the actions and events contemplated by this Agreement.

b. This Agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes any prior negotiations, agreements, understandings or arrangements between the parties with respect to the subject matter hereof.

c. Except as otherwise provided herein, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors or assigns. Except to the extent specified herein, nothing in this Agreement, express or implied, shall confer on any person other than the parties hereto and their respective successors or assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement.

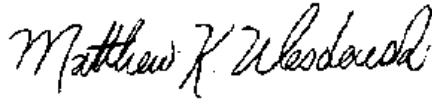
d. No term or provision of this Agreement may be amended, waived, discharged or terminated orally but only by an instrument in writing signed by the party against whom the enforcement of such amendment, waiver, discharge or termination is sought. Any waiver shall be effective only in accordance with its express terms and conditions.

e. 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.

[SIGNATURE PAGE FOLLOWS]

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

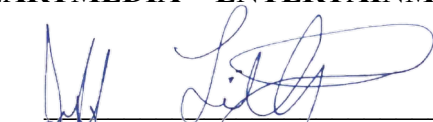
**SSR COMMUNICATIONS, INC.**



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

Matthew K. Wesolowski  
Its Chief Executive Officer

**iHM LICENSES, LLC  
iHEARTMEDIA + ENTERTAINMENT, INC.**

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

Jeff Littlejohn  
Its Executive Vice President – Engineering & Systems

## **Appendix A**

### Technical Specifications of the WYAB Modification Application

- Class C3 with a non-directional antenna to operate at 8 kW effective radiated power with a Shively 6842, 0.85 antenna at the tower designated ASRN 1037765 at a height of radiation center above ground of 99 meters and a height of radiation center above average terrain of 102 meters.
- Compliant with FCC minimum spacing rules; no waivers requested

## **Appendix B**

Within five (5) business days of the filing of the Modification Applications, SSR and iHM Licenses shall file an application with the FCC for its consent to the assignment of W284DT from SSR to iHM Licenses (the “W284DT Assignment Application”). SSR and iHM shall each use diligent efforts, at their own expense, to obtain the FCC’s grant of the W284DT Assignment Application, including the filing of any amendments, letters, or pleadings responding to FCC objections or requests, and opposing any third-party petitions or objections.

The closing of the assignment of the W284DT Assets (as defined below) from SSR to iHM (the “Closing”) shall take place within ten (10) business days of the later of (i) the grant by the FCC by Final Order of the WYAB Modification Application, and (ii) the grant by the FCC of the W284DT Assignment Application, provided that all other conditions to Closing have been met. The risk of loss or damage to the W284DT Assets by force majeure or for any other reason through the Closing Date (as defined below) shall be borne by SSR.

On the day of Closing (the “Closing Date”), SSR shall assign to iHM, and iHM shall acquire and accept from SSR, free and clear of all liens, deeds of trust, security interests, pledges and encumbrances of any kind or type whatsoever (collectively, “Liens”), all right, title and interest of SSR in and to (i) the W284DT FCC authorizations, which shall be valid and existing as of the Closing Date (the “W284DT FCC Authorizations”), and (ii) all assets and equipment that are used or held for use in the operation of W284DT excluding such equipment that is also used in the operation of WYAB (the “W284DT Equipment” and together with the W284DT FCC Authorizations, the “W284DT Assets”). Other than assuming the W284DT Assets and the obligations pursuant to the W284DT Sublease (as defined below), iHM shall assume or undertake no other obligations or liabilities of SSR in connection with the Closing.

SSR shall use its best efforts to negotiate with the lessor of the W284DT tower site (“Lessor”) the right of SSR to enter into a sublease with iHM (the “W284DT Sublease”), which will permit SSR at Closing to sublease to iHM access to the equipment used and useful for the operation of W284DT (at ASRN 1037765, as authorized by License File Number 0000204344), jointly with the operation of WYAB, including without limitation the current Shively 6842 FM antenna used for the operation of both WYAB and W284DT, coaxial cable/feedline, the Nautel VX600 transmitter (anticipated arrival on or about 3/17/23), dehydrator, and the WYAB(FM)/W284DT combiner. The W284DT Sublease will include a monthly rent paid by iHM to SSR not to exceed Five Hundred Dollars (\$500.00).

Should SSR abandon or otherwise have its rights to the ASRN 1037765 transmitter site terminated, SSR agrees at such time to assign and convey to iHM or its designee, for the purchase price of one dollar (\$1.00), all the equipment held by SSR at the ASRN 1037765 transmitter site that is required for continued operations of W284DT. Furthermore, SSR agrees to provide iHM notice no less than one hundred and eighty (180) days in advance of a planned abandonment by SSR of the ASRN 1037765 transmitter site, as well as notice to iHM as soon as possible of a potential termination of SSR’s rights to such site. In such instance, SSR shall use commercially reasonable efforts to cooperate with iHM in iHM’s efforts to secure continued access to the ASRN 1037765 transmitter site, including without limitation via a direct lease between iHM and Lessor.



At the Closing, SSR shall deliver to iHM such instruments of conveyance, transfer, and assignment, in form and substance reasonably satisfactory iHM and its counsel, as shall be sufficient to convey, transfer and assign to iHM all of such SSR's right, title and interest in and to the W284DT Assets free and clear of all Liens, such instruments to include bills of sale, the W284DT Sublease, lessor's written consent to the W284DT Sublease, an estoppel certificate of Lessor, and assignment of the W284DT FCC Authorizations, in each case in a form consistent with customary documentation for station assignments. SSR shall also deliver to iHM at the Closing a certificate attesting that SSR holds the valid and existing W284DT FCC Authorizations, that no proceeding for any revocation, suspension or modification of the W284DT FCC Authorizations are in effect, and that SSR has not received any notice that any governmental authority may institute any such proceedings. The parties shall deliver at Closing such other statements with representations, warranties, and indemnifications consistent with customary documentation for station assignments.

After the Closing, each party shall, from time to time upon the other party's request, execute, acknowledge and deliver, or cause to be executed, acknowledged, and delivered, all such further assignments, documents, instruments, transfers, conveyances, discharges, releases, assurances and consents, and to take or cause to be taken such further actions, as such other party may reasonably request to carry out the assignment and assumption of the W284DT Assets and iHM's use of the ASRN 1037765 transmitter site and equipment at such site.