

HD CHANNEL AND TRANSLATOR BROADCAST AGREEMENT

THIS HD CHANNEL AND TRANSLATOR BROADCAST AGREEMENT (this "Agreement") is made as of August ~~15~~, 2015, between the companies set forth as iHeartMedia on the signature page hereto ("iHeartMedia") and Radio Training Network, Inc. (the "Company").

Recitals

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 streams listed on *Exhibit A* hereto (the "HD Channel") in addition to its primary analog program stream.

B. The Company owns and operates the FM translator listed on *Exhibit B* hereto (the "Exhibit B Translator") pursuant to authorizations issued by the FCC.

C. The parties produce or have the right to broadcast certain radio station programming, and desire to provide for the Company to rebroadcast certain programming provided by iHeartMedia on the Exhibit B Translator and the Company to provide certain programming for broadcast by iHeartMedia on the HD Channel on the terms 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 the date that the license to cover application is filed with the FCC to cover construction permit FCC File No. BMPFT-20150622AFH (the "Commencement Date"), and shall continue for a period of eight (8) years after the Commencement Date, unless earlier terminated in accordance with the terms hereof.

2. HD Channel/Translator Broadcasts.

(a) Subject to the terms of this Agreement, during the Term, iHeartMedia shall make the HD Channel available twenty-four (24) hours per day, seven (7) days per week for the broadcast of the programming described on *Exhibit A* hereto (the

“Company Programming”) and for no other purpose. iHeartMedia will also permit the rebroadcast of the Company Programming broadcast on the HD Channel on translators identified by the Company, including but not limited to those listed on Exhibit A (“Exhibit A Translators”), so long as the rebroadcast on any such translator does not violate the rules or policies of the FCC. The HD Channel shall consist of the capacity set forth on *Exhibit A* hereto. Except as set forth herein, this Agreement does not include the right to use any other capacity or programming of the iHeartMedia Station. The Company shall deliver the Company Programming at its expense to the transmitting facilities of the iHeartMedia Station (the “iHeartMedia Transmission Facilities”), and subject to the terms of this Agreement, iHeartMedia shall broadcast the Company Programming on the HD Channel.

(b) Subject to the terms of this Agreement, and subject to compliance with FCC rules and regulations, during the Term, the Company shall make the Exhibit B Translator available twenty-four (24) hours per day, seven (7) days per week for the rebroadcast of primary analog or digital multicast streams of radio stations owned or programmed by iHeartMedia or its affiliates (the “iHeartMedia Programming”) and for no other purpose. The Exhibit B Translator shall consist substantially of the facilities as specified in construction permit FCC File No. BMPFT-20150622AFH (as may be further modified as contemplated on *Exhibit C* hereto). iHeartMedia shall deliver the iHeartMedia Programming at its expense to the transmitting facilities of the Exhibit B Translator (the “Company Transmission Facilities”), and subject to the terms of this Agreement, the Company shall rebroadcast the iHeartMedia Programming on the Exhibit B Translator. iHeartMedia hereby acknowledges as provided in Section 6(c) hereof that the Exhibit B Translator is a secondary service and that, except as provided in Section 9 hereof and *Exhibit C* hereof, the Company shall have no further obligation or liability in the event that, as a result of such secondary status, the Company Transmission Facilities are no longer available.

(c) During the Term, iHeartMedia consents to the rebroadcast of the iHeartMedia Programming on the Exhibit B Translator. During the Term, iHeartMedia consents to the rebroadcast of the Company Programming carried on the HD Channel on the Exhibit A Translators set forth on *Exhibit A* attached hereto and on such other translators of the Company that can rebroadcast the HD Channel in compliance with FCC rules. Neither party may further rebroadcast or otherwise use any programming provided by the other party under this Agreement, provided, however, nothing herein shall preclude the party from rebroadcasting its own programming on other stations, including using the translators covered by this Agreement to feed other stations programmed by that party provided, further, that such use does not interfere with such party’s obligations hereunder.

(d) Each party shall cooperate with the other to assist in the delivery of programming to be broadcast on the other’s facilities, including allowing the

installation of satellite receive equipment at such facilities to the extent permissible, or otherwise cooperating in any other alternate delivery method which may be necessary to receive the programming at the transmission facilities.

3. Expenses.

(a) The Company shall be responsible for all costs of providing the Company Programming under this Agreement, including without limitation the cost of producing or procuring and delivering 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.

(b) iHeartMedia shall be responsible for all costs of providing the iHeartMedia Programming under this Agreement, including without limitation the cost of producing or procuring and delivering such programming to the Company Transmission Facilities. Except as set forth on *Exhibit C* attached hereto, the Company shall be responsible for the cost of transmitting the iHeartMedia Programming on the Translators, including without limitation the cost of maintaining, operating and procuring utilities for the Company Transmission Facilities.

(c) The Company shall pay when due any supplemental iBiquity license fees attributable directly to the HD Channel during the Term. Such payment obligation shall survive any expiration or termination of this Agreement, only to the extent that the license fees cover the period during which the HD Channel were made available for the broadcast of the Company Programming before the expiration or termination. Except as set forth on *Exhibit C* attached hereto, each party shall otherwise be responsible for all costs incurred by it in the performance of this Agreement. No other consideration is payable by either party under this Agreement. iHeartMedia shall be entitled to all revenue arising from the rebroadcast of the iHeartMedia Programming on the Exhibit B Translator during the Term, and the Company shall be entitled to all revenue arising from the broadcast of the Company Programming on the HD Channel during the Term.

4. Programming.

(a) The Company shall ensure that the Company Programming, and iHeartMedia shall ensure that the iHeartMedia Programming, complies with FCC rules and policies and other applicable laws, complies with the other party'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, and iHeartMedia shall ensure that the iHeartMedia Programming, includes proper station identification announcements

in accordance with FCC rules and regulations, as applicable. Each party shall cooperate with the other with respect to, if 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) Each of iHeartMedia and the Company shall be solely responsible for the content and composition of its respective programming and for the cost of licensing, obtaining and producing its respective programming. The Company does not by this Agreement or otherwise acquire any right, title, license or interest in and to any iHeartMedia Programming, and iHeartMedia does not by this Agreement or otherwise acquire any right, title, license or interest in and to any Company Programming.

5. Facilities.

(a) Subject to clause (b) below, Section 14, and Exhibit C hereto, during the Term (i) the Company shall maintain the Company Transmission Facilities in normal operating condition and in accordance with generally accepted engineering standards and practices, and shall operate the Company Transmission Facilities within FCC-authorized parameters and in accordance with FCC rules and policies and applicable law, and (ii) iHeartMedia shall maintain the iHeartMedia Transmission Facilities in normal operating condition and in accordance with generally accepted engineering standards and practices, and shall operate the iHeartMedia Transmission Facilities within FCC-authorized parameters and in accordance with FCC rules and policies and applicable law. Each party shall deliver its programming hereunder in a manner and using technical standards compatible with the Facilities (defined below) of the other party.

(b) Any of the Company Transmission Facilities or iHeartMedia Transmission Facilities (collectively, the "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. Each party 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. A party's Facilities may also operate at reduced power or be off air due to casualty or other events outside such party's reasonable control. In such event, such party 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 streams. 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 its corresponding iHeartMedia Station (in which event the terms of Section 9 shall apply).

(d) Except as provided by *Exhibit C* attached hereto, while this Agreement is in effect, the Exhibit B Translator may not be modified by the Company in any material respect without the prior written consent of iHeartMedia, which shall not be unreasonably denied.

(e) iHeartMedia and the Company agree to the terms set forth on *Exhibit C* attached hereto.

6. Control.

(a) Notwithstanding anything herein to the contrary, iHeartMedia shall at all times have control over 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 shall prepare quarterly issues-programs lists, 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) Notwithstanding anything herein to the contrary, the Company shall at all times have control over the Exhibit A Translators and the Exhibit B Translator licensed to it, consistent with the Communications Act and the rules, regulations, policies and procedures of the FCC. Nothing set forth herein limits the Company's right to refuse to broadcast any iHeartMedia Programming that violates FCC rules or policy or other applicable law or does not comply with the Company's program standards or violates third party rights, or to preempt any iHeartMedia Programming in the event of a local, state, or national emergency. iHeartMedia shall promptly provide the Company with a copy of any letters of complaint it receives concerning the iHeartMedia Programming for inclusion in the Exhibit B Translator's records. iHeartMedia shall cooperate with the Company to ensure that EAS transmissions are properly performed in accordance with FCC requirements.

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

is in effect, the Company shall maintain the licenses for the Exhibit B Translator in effect and make all filings with respect to such licenses in the ordinary course of business, including without limitation timely filing and diligently prosecuting all renewal applications. iHeartMedia recognizes that the Exhibit B Translator is a secondary service under FCC rules, and may be forced off the air if it creates interference to a full-power FM station. The cessation of operations due to such interference shall not be a breach of the Agreement, but shall be subject to the provisions of Section 9(a)(iii) hereof.

7. 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 Company Programming that is broadcast on the HD Channel.

(b) iHeartMedia shall include in the iHeartMedia 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. iHeartMedia may use the call sign or frequency of the Exhibit B Translator to market, promote, brand and otherwise conduct the business of the iHeartMedia Station that is rebroadcast on the Exhibit B Translator.

8. 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 twenty (20) calendar 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 a party 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 the other party may terminate this Agreement upon written notice to such party. Either party may terminate this Agreement if the Commencement Date hereunder does not occur on or before one hundred and eighty days (180) days after the date of this Agreement. No expiration or termination of this Agreement shall relieve a party of liability for failure to comply with this Agreement prior to such expiration or termination.

9. Other Termination Rights.

(a) This Agreement may be terminated in its entirety or in part as it relates to the HD Channel or the Exhibit B Translator as follows:

(i) by iHeartMedia, upon written notice to the Company, with respect to the HD Channel in the event of a sale or conveyance of its corresponding iHeartMedia Station, unless another iHeartMedia station is substituted for the iHeartMedia Station in accordance with Section 9(b)(i).

(ii) by iHeartMedia, upon written notice to the Company, with respect to the Exhibit B Translator if the "Initial Modification" of such Translator as described on *Exhibit C* hereto is not completed within one hundred and eighty days (180) days after the date of this Agreement, unless due to iHeartMedia's material default under this Agreement; and

(iii) by either party, upon written notice to the other, with respect to the HD Channel or the Exhibit B Translator if the other party is otherwise unable to provide transmissions on such HD Channel or the Exhibit B Translator under this Agreement due to loss of an FCC authorization or technical facilities or other reasons outside its reasonable control.

(b) In the event of any partial termination, this Agreement shall otherwise remain in effect thereafter in accordance with its terms, except as follows:

(i) the parties shall use reasonable best efforts to identify and add to this Agreement a reasonably comparable and mutually agreeable replacement facility (an HD Channel of another iHeartMedia station or a translator owned or programmed by the Company, as applicable) in the same market or, if satisfactory to both parties, in another market, and to amend this Agreement to include use of such replacement;

(ii) if within thirty (30) calendar days of such partial termination the parties are not able to identify such a replacement, then the parties shall use commercially reasonable efforts to agree upon a fair market monthly payment for the imbalance resulting from the partial termination;

(iii) if despite such efforts within forty-five (45) days of such partial termination the parties are not able to agree upon an addition or compensation, then the parties shall submit the dispute as to the amount of a monthly payment to arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and the arbitrator's decision shall be final and binding on the parties.

Each party shall be responsible for its share of the arbitration fees and one-half of the arbitrator's fees in accordance with the applicable rules of arbitration; and

(iv) notwithstanding the foregoing, if one or a series of partial terminations of this Agreement results in a termination of the HD Channel or the Exhibit B Translator, then either party may terminate this Agreement in its entirety by written notice to the other.

10. 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 access to the HD Channel and 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) iHeartMedia shall indemnify, defend, and hold harmless the Company from and against any loss, liability, cost or expense (including reasonable attorneys' fees) arising from iHeartMedia's access to the Exhibit B Translator and the broadcast of the iHeartMedia Programming on the Exhibit B Translator, 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.

(c) 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.

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

11. 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 Exhibit A Translators or the Exhibit B Translator, as applicable, are 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 to provide programming for broadcast on the HD Channel hereunder. iHeartMedia represents and

warrants to the Company that iHeartMedia is qualified under the FCC's ownership rules to enter into this Agreement and to provide programming for rebroadcast on the Exhibit B Translator hereunder.

12. Assignment. Neither party may assign this Agreement without the prior written consent of the other party hereto which shall not be unreasonably denied; 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.

13. 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 placed in the stations' public inspection files, as appropriate.

14. 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.

15. Notices. Any notice pursuant to this Agreement shall be in writing and shall be deemed delivered on the date of personal delivery or confirmed facsimile transmission or confirmed 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:	c/o iHeartMedia, Inc.
	8044 Montgomery Road, Suite 650
	Cincinnati, OH 45236
	Attention: Jeff Littlejohn
	Facsimile No.: (513) 686-8383

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

iHeartMedia, Inc. .
Legal Department
200 E. Basse Road
San Antonio, TX 78209
Attention: Christopher M. Cain, Esq.
Facsimile No.: (210) 832-3433

if to the Company:

Radio Training Network, Inc.
P.O. Box 7217
Lakeland, FL 33807-7217
Attention: James Campbell
Facsimile No.: (863) 646-5326

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

Gammon & Grange
8280 Greensboro Dr. 7th Floor
McLean, VA 22102
Attention: A. Wray Fitch III, Esq
Facsimile No.: (703) 761-5023

16. 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 therewith 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, and this Agreement does not 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 signed in separate counterparts, each of which will be deemed a duplicate original. This Agreement may be executed by facsimile or electronic signature, which signatures shall be binding upon the parties.

17. Certifications.

(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. Sections 73.3555(a) and (c).

(b) The Company certifies that it maintains ultimate control over the Exhibit B Translator's facilities including, specifically, control over the Exhibit B Translator's finances, personnel and programming. The Company certifies that this Agreement complies with the provisions of 47 C.F.R. Sections 73.3555(a) and (c).

18. Nondiscrimination.

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

(b) 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 Company Programming broadcast on the HD Channel on the basis of race or ethnicity, and 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 Company Programming broadcast on the HD Channel, and if requested shall provide written confirmation of compliance with such requirement.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO HD CHANNEL AND TRANSLATOR BROADCAST AGREEMENT

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

iHEARTMEDIA:

CC LICENSES, LLC
iHEARTMEDIA ENTERTAINMENT, INC.
CAPSTAR TX LLC
CAPSTAR RADIO OPERATING COMPANY

By: 

Name: Jeff Littlejohn
Title: Executive Vice President –
Programming and Systems Integration

COMPANY:

RADIO TRAINING NETWORK, INC.

By: 

Name: James L. Campbell
Title: President

EXHIBIT A

1. *iHeartMedia Station*

Market	iHeartMedia Station	HD Channel ²	Company translators for rebroadcast of HD Channel ("Exhibit A Translators")
Columbia, SC	WLTJ(FM), Cayce, SC Facility ID No. 4667	WLTJ-HD3	Any Company translator within the 60 dBu contour of WLTJ(FM)

2. *Capacity*

The HD Channel will consist of not less than 24 kbps of capacity.

3. *Company Programming*

The Company Programming (as such term is used in this Agreement) will include only Radio Training Network Christian programming or other similar religious and educational programming provided by the Company.

²iHeartMedia may from time to time change the denotation of any HD Channel (e.g., W___-HD2, W___-HD3, etc.).

EXHIBIT B

Company Translators
("Exhibit B Translator")

Market	Translator (Current Call Sign, Current Community of License and FCC Facility ID Number)
Columbus, GA	W234BX, Highland Pines, GA, Facility ID No. 149993("Translator 149993")

EXHIBIT C

1. *General Terms*

The parties shall cooperate to complete the Exhibit B Translator modifications described in Section 2 as follows:

(i) Subject to the Company's direction, control and supervision, iHeartMedia will implement Construction Permit FCC File No. BMPFT-20150622AFH(the "Initial Modification") at its expense. Upon review of the completed facilities for the Initial Modification, the Company will promptly file and thereafter diligently prosecute a covering license application with all reasonable out-of-pocket Company expenses expended pursuant to this provision to be reimbursed by iHeartMedia. Moreover, with the Company's consent (which shall not be unreasonably withheld, delayed or conditioned), iHeartMedia may install equipment, including supplemental or replacement equipment for the Exhibit B Translator. Equipment provided by iHeartMedia to effectuate the operations of the Exhibit B Translator contemplated herein shall be the property of iHeartMedia, provided, however, upon the termination of this Agreement with respect to the Exhibit B Translator, the Company shall have the option for six (6) months from the date of termination to acquire such equipment at fair market value. The Company shall enter into a lease with the owner of the tower specified in Construction Permit FCC File No. BMPFT-20150622AFH that covers the Term, with lease terms mutually agreeable to the Company and iHeartMedia. The Company and iHeartMedia agree that a monthly lease payment for the Exhibit B Translator facilities of TWO HUNDRED DOLLARS (\$200), subject to customary annual increases, is mutually agreeable. iHeartMedia shall reimburse the Company for all such out-of-pocket tower lease costs incurred by the Company for the use of such tower while this Agreement is in effect with respect to the Exhibit B Translator.

(ii) iHeartMedia may prepare, at its expense, and when requested by iHeartMedia, the Company will file, subject to its reasonable discretion, and thereafter diligently prosecute, applications with the FCC to modify the Exhibit B Translator.

(iii) If the Exhibit B Translator is moved to a tower owned by iHeartMedia, then the parties will enter into a lease on iHeartMedia's standard terms, except that it will be rent-free so long as iHeartMedia owns such tower and this Agreement is in effect with respect to the Exhibit B Translator and for 60 days thereafter (and if the Company's use of such tower continues thereafter, then at the specified rent in such lease, or, if not specified, the fair market rent during the term of such lease), provided further, that in the event iHeartMedia sells any such tower utilized by an Exhibit B Translator during the Term, iHeartMedia shall reimburse the Company the rent paid to such new owner during the Term. If the Exhibit B Translator is modified under the terms of this Exhibit C with iHeartMedia's consent so as to operate from a tower not owned by iHeartMedia,

iHeartMedia shall reimburse the Company for all out-of-pocket tower lease costs incurred by the Company for the use of such tower while this Agreement is in effect with respect to such Translator. In addition to all reimbursable tower expenses referenced above, iHeartMedia shall reimburse all other reasonable operational expenses incurred by Company directly attributable to the Exhibit B Translator.

(iv) Notwithstanding anything in this Agreement to the contrary, (a) iHeartMedia may elect to abandon any Translator modifications at any time (in which event the Company will make any FCC filings requested by iHeartMedia to effectuate such abandonment), and (b) subject to the Company's consent (which shall not be unreasonably withheld, delayed or conditioned), while this Agreement is in effect, iHeartMedia may alter the agreement as to the Exhibit B Translator modifications described on this *Exhibit C* and recommend further modifications to the Exhibit B Translator under the procedures set forth herein. Any recommendations hereunder shall not be mandatory obligations of the Company, but shall be considered by the Company. The Company agrees to cooperate with iHeartMedia to maximize the population coverage of the Exhibit B Translator and/or to address complaints of interference through mutually-agreeable modification(s) of such Translator's location, power, antenna pattern, frequency and/or height selection, and shall make no change in facilities that would materially adversely affect the Exhibit B Translator's signal coverage, or quality, or strength, without first securing iHeartMedia's written approval, which shall not be unreasonably denied.

(v) Subject to the Company's direction, control, and supervision, during the Term, iHeartMedia shall be responsible for the cost of repairing and maintaining the transmitting equipment for the Exhibit B Translator.

(vi) At the Company's request, if Nielsen PPM™ ratings service is made available in the Columbia, South Carolina market, iHeartMedia will use commercially reasonable efforts to assist the Company to implement PPM encoding for the HD Channel, provided that the Company is solely responsible for the agreement with, and payments to, Nielsen for PPM ratings service for the HD Channel and Exhibit A Translators.

2. *Initial Exhibit B Translator Modification*

W234BX, Facility ID 149993— The "Initial Modification" of Translator 149993 agreed to by the Company and iHeartMedia is the construction and operation of the facilities specified in construction permit FCC File No. BMPFT-20150622AFH.