

## MUTUAL CONSENT AGREEMENT

Educational Media Foundation ("EMF") and Capstar TX Limited Partnership ("Capstar") hereby agree as of this 10 day of April, 2006, as follows:

### WITNESSETH:

WHEREAS, EMF has been approved by the FCC to become the licensee of FM Broadcast KQJZ(FM), Hutto, Texas, operating on Channel 221A; and

WHEREAS, Capstar is the licensee of FM Broadcast Station KIIZ-FM, Killeen, Texas, operating on Channel 222A; and

WHEREAS, the present transmitter sites of Station KQJZ(FM) and KIIZ-FM are short-spaced pursuant to Section 73.207 of the Rules of the FCC ("Minimum Distance Separation Between Stations"), but the stations are permitted, under Section 73.213(c) of the Rules to consent to their mutual upgrade to the equivalent of 6 kw ERP; and

WHEREAS, Capstar has no objection to KQJZ(FM) increasing power in the direction of Station KIIZ-FM to 6 kilowatt at 100 meters (or an equivalent power/height as permitted by the Rules) under the terms and conditions specified herein; and

WHEREAS, EMF has no objection to KIIZ-FM increasing power in the direction of station KQJZ(FM) to a maximum of 6,000 watts at its current antenna height above average terrain (or an equivalent power/height as permitted by the Rules) under the terms and conditions specified herein;

NOW, THEREFORE, the parties agree as follows:

1. Capstar hereby consents to the operation of KQJZ(FM), Hutto, Texas, with an effective radiated power of up to 6,000 watts and an omni-directional or directional antenna at a height of 100 meters above average terrain (or an equivalent power/height) at its present transmitter site, or any other transmitter site where the predicted 1 mV/m contour of KQJZ(FM) does not extend further toward the KIIZ-FM 1 mV/m contour than would the KQJZ(FM) 1 mV/m contour if KQJZ(FM) were operating at its present transmitter site utilizing an omni-directional antenna with an effective radiated power of 6,000 watts and an antenna height of 100 meters above average terrain.

2. In consideration of the consent and agreement of Capstar contained in paragraphs 1 above, EMF hereby consents to the operation of KIIZ-FM with an effective radiated power of 6,000 watts, and the station's current antenna height above average terrain (or equivalent power/height) at its present transmitter site or any other transmitter site where the predicted 1 mV/m contour of KIIZ-FM does not extend further towards the KQJZ(FM) 1 mV/m contour than would the KIIZ-FM 1 mV/m contour if KIIZ-FM were operating at its present transmitter site with an effective radiated power of 6,000 watts and an at its current antenna height above

average terrain.

3. The parties hereby agree to coordinate and file with the FCC, within thirty (30) days of later of the date of this Agreement or of EMF's closing on the acquisition of KQJZ(FM). These applications shall specify the specific facilities that each station will employ to effectuate this agreement. The parties shall coordinate the preparation of a study showing the public interest benefits of the mutual increase in facilities. If the parties cannot complete such study using their own employees, then they shall mutually agree on an engineer to complete said study, and shall split the costs of the study. Each of the parties agrees to diligently prosecute its application for a construction permit for the facilities specified above. Each party recognizes that, by entering into this agreement and by seeking the facilities specified in their construction permit application and implementing such construction permit after grant, they may be foreclosed from any future agreement or power increase that would increase the interference between the stations beyond the levels specified in the construction permit applications.

4. Each party shall be fully responsible for its own costs in reaching this Agreement and in preparing and filing applications with the FCC pursuant to this Agreement, including all engineering, legal, and FCC filing fees, provided, however, that in consideration of Capstar's entry into this agreement, EMF agrees to pay to Capstar the consideration set forth in Appendix A hereto. Such consideration shall be payable upon the finality of the grant of EMF's application for a construction permit allowing KQJZ(FM) to, at a minimum, increase power at its current transmitter site to 2.5 kw at its current antenna height above average terrain. In all other respects, each party will bear the entire cost of construction and implementation of any construction permit application granted by the FCC.

5. Each party shall cooperate fully with the other in furthering the terms and intent of this Agreement, and in obtaining FCC grant of all applications filed pursuant hereto.

6. The parties hereby agree that a copy of this Agreement may be filed with the Federal Communications Commission by either party.

7. Each party represents and warrants that this agreement has been duly approved by all necessary actions of the party, and constitutes a legal agreement, binding on that party according to its terms. This Agreement shall be binding upon the heirs, executors, administrators, assigns, successors and legal representatives of the parties hereto.

8. Each party agrees that no change in facilities shall be effectuated by either party unless and until the FCC has granted both parties' applications for construction permits. If the FCC has not granted the construction permits within two years of the date of the submissions of the applications to the FCC, either party, upon written notice to the other, may terminate this agreement.

9. The parties recognize that the damage resulting to either party to this Agreement by a breach of this Agreement by the other party could not be adequately compensated by monetary damages. Accordingly, the parties, in addition to all other legal remedies, shall have the right to enforce the terms of this Agreement by a decree of specific performance and, in

addition, to recover all costs incurred as a result of a breach, including but not limited to attorneys' fees.

10. All notices permitted or required under the terms of this agreement shall be given in writing and by overnight courier service, prepaid, to the addresses set forth below:

If to EMF:

Educational Media Foundation  
5700 West Oaks Boulevard  
Rocklin, CA 95765  
Attn: Richard Jenkins, President

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

David D. Oxenford, Esq.  
Davis Wright Tremaine LLP  
1500 K Street NW  
Suite 450  
Washington, DC 20005

If to Capstar:

Clear Channel Broadcasting, Inc.  
1906 Highland Avenue, 3<sup>rd</sup> Floor  
Cincinnati, OH 45219  
Attn: Jeff Littlejohn

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

Clear Channel Broadcasting, Inc.  
2625 S. Memorial Drive, Suite A  
Tulsa, OK 74129  
Attn: Steve Davis

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

**EDUCATIONAL MEDIA FOUNDATION**



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**CAPSTAR TX LIMITED PARTNERSHIP**



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APPENDIX A

Upon the conditions set forth in Section 4 of this agreement, EMF shall pay to Capstar the consideration of [REDACTED]. Within 5 business days of the execution of this agreement, that sum shall be placed into an Escrow account, subject to the terms of the Escrow Agreement attached hereto.