

AGREEMENT FOR MUTUAL IMPROVEMENT IN FM TRANSMITTING FACILITIES

HARVARD RADIO BROADCASTING COMPANY, Inc., a Massachusetts eleemosynary corporation, the licensee of Station WHRB, Cambridge, Massachusetts, ("WHRB"), and CAPSTAR TX, LLC, a Delaware LLC, the licensee of WSKX, York Center, Maine ("Capstar") (being hereinafter sometimes collectively referred to as the "Parties"), execute this agreement to mutually improve their respective transmitting facilities on FM Channel 237A (95.3 MHz). This agreement rationalizes existing limitations on the stations' existing facilities. The Parties represent that this agreement allows both stations to improve their service, offering combined predicted primary service to approximately 125,000 additional people while reducing interference, and is therefore in the public interest. The Parties recognize that these benefits become available only if both stations' applications are granted concurrently by the Federal Communications Commission (the "Commission"), and consequently the Parties' mutual intent is that the applications effecting the respective changes be conditioned on both applications' being granted concurrently.

WHEREAS, as of January 1990, the Maine station presently operating as WSKX was licensed to Sunshine Group Broadcasting ("Sunshine"), a Maine corporation, under the call letters WCQL-FM.

WHEREAS, on January 4, 1990, WHRB and Sunshine signed an AGREEMENT CONCERNING CONSENT ("1990 Agreement") that, while allowing a mutual increase in power for WCQL-FM and WHRB up to the Class A maximum, required WHRB to suppress its signal toward WCQL-FM, though no such suppression was mandated by FCC rules.

WHEREAS, the agreed-upon signal suppression required use of a directional antenna at WHRB's present site that severely attenuated WHRB's signal to the north and northeast, toward populous Massachusetts communities on the North Shore and in northern Middlesex County.

WHEREAS, in 1993, Sunshine moved WCQL-FM unilaterally (i.e., without WHRB's consent) to a new site, a move authorized under the contour protection rules (47 CFR § 73.215), entailing use of a directional antenna pattern with major signal deficiencies toward the populous New Hampshire communities west and southwest of its transmitter site, the current site of WSKX on Mount Agamenticus in York, Maine.

WHEREAS, WHRB desires to improve its signal to the north and northeast, and WSKX desires to improve its signal to the west and southwest.

WHEREAS, Capstar and WHRB have jointly developed a plan that would improve service for both stations, would eliminate all potential contour overlap between them, and would reduce overlap to and from WHRB with another station's contours.

WHEREAS, the 1990 Agreement was binding upon successors to its signatories, and has remained in force.

WHEREAS, cancellation of WHRB's obligation, under the 1990 Agreement, for signal suppression toward WSKX in excess of FCC requirements, is necessary for implementation of the plan.

WHEREAS, both of the Parties are of the view that, on balance, the present and future public interest will be served by mutual consents to the concurrent changes in transmitting facilities that are proposed and contemplated under the following terms and conditions.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the Parties hereby agree as follows:

1. WHRB agrees to apply for authorization to transmit non-directionally from its present site, with ERP of 1.45 kW at 185 meters above average terrain.

2. WHRB agrees to permanently renounce its hypothetical maximum facilities by requesting contour protection status relative to the predicted contours produced by WSKX's new facility as specified below.
3. Capstar agrees to apply for authorization to transmit from its present site (with geographical coordinates corrected by a total of four seconds), with ERP of 1.45 kW at 207 meters above average terrain and a directional pattern designed to avoid all overlap over land with the predicted contours produced by WHRB's new facility as specified above, and henceforth to protect said new contours.
4. Capstar agrees that, upon grant of both applications, WSKX will release WHRB from any further obligations for WHRB's signal limitation or directionalizing under the 1990 Agreement.
5. The Parties agree that, following grant of both applications, the only obligations for contour protection binding upon them shall be as specified in the FCC rules and the stations' instruments of authorization.
6. Capstar and WHRB agree to coordinate preparation of their respective applications and to tender them on the same day, as a coordinated facility modification pair, per 47 CFR § 73.3517(e).
7. The Parties agree, upon grant of their applications, to make a good faith effort to complete construction with minimal delay, and to coordinate construction with the goal of nearly simultaneous completion and activation of their new facilities. This agreement is binding on the parties hereto and their respective successors and assigns.
8. The Parties deem precise simultaneity of activating their new facilities unnecessary, because temporary operation of either station or both at slightly reduced power could be employed to avoid creating new areas of prohibited overlap. The Parties agree to activate their newly authorized facilities within 72 hours of each other in order to limit the need for reduced power, unless prevented from doing so by inclement weather or other causes

beyond their control, delays in obtaining program test authority not included.

Circumstances affecting facility activation that are not foreseen in this paragraph will be handled by negotiation between the Parties.

Implementation. Accordingly, the Parties undertake to exchange copies of their respective applications in final draft form for review no later than May 23, 2011. Upon a decision of their respective engineers and attorneys on the acceptability of both of the applications, the Parties agree that their reviews and amendments resulting therefrom shall be made expeditiously. After such review the Parties agree to file the applications concurrently with the Commission within seven calendar days thereafter and to fully coordinate their respective prosecutions of the applications. The Parties agree that they shall proceed expeditiously and in good faith toward the objective of prompt Commission approval of both applications, and, following that, toward swift completion and activation of their new facilities.

Parties' Expenses. The expenses incurred by either party shall fall upon that party; provided, however, that the incremental expenses of the non-defaulting party shall be reimbursed by the party in default.

Notice. Notices to Capstar shall be directed to

**Steve Davis
SVP, Engineering & Capital Management
2625 S. Memorial Drive, Suite A
Tulsa, OK 74129
Direct (918) 664-4581 * Fax (918) 664-3066
SteveDavis@clearchannel.com**

by the most expeditious manner appropriate to the notice.

Notices to WHRB shall be directed to

**President
Harvard Radio Broadcasting Co., Inc.
389 Harvard Street
Cambridge, MA 02138-3900
president@whrb.org**

and

**William Malone, Esq.
Miller van Eaton PLLC
1155 Connecticut Avenue, # 1000
Washington, D.C. 20036-4306
Phone: (202)785-0600 * Fax: (202)785-1234
info2@millervaneaton.com**

by the most expeditious manner appropriate to the notice.

Personal warranties by signatories. Each signatory to this agreement warrants that he has authority to execute this agreement on behalf of, and affix the corporate seal of, his respective licensee.

CAPSTAR TX, LLC

by



Stephen G. Davis

SVP, Engineering & Capital Management

2625 S. Memorial Drive, Ste. A

Tulsa, OK 74129

(CORPORATE SEAL)

Countersignature

(Typed name of Clerk)

May __, 2011

HARVARD RADIO BROADCASTING CO., Inc.

by



(typed name) PARKER LAWRENCE

President


(CORPORATE SEAL)

Countersignature



(Typed name of clerque) ROBERT LANDRY

~~Clerque~~ Secretary

May 31, 2011