

## ***BROKER AGREEMENT***

This Broker Agreement (hereinafter the "Agreement") is made on July 05, 2019 (the "Effective Date"), by and between iHeart Media, Inc. of 20880 Stone Oak Parkway, San Antonio, Texas 78258 (hereinafter referred to as "Seller") and Fowler Media, LLC of 2532 Vick Road, Woodlawn, Tennessee 37191 (hereinafter referred to as "Broker").

WHEREAS, Seller desires to sell certain goods;

WHEREAS, Broker has contacts within the Radio and Broadcast Media industry and desires to act as an intermediary finder of buyers for Seller's goods;

NOW, THEREFORE, in consideration of the premise and the mutual promises and covenants contained herein, the parties agree as follows:

### **1. LEGAL COMPLIANCE.**

Broker certifies that no certification or licensure is required by the Radio and Broadcast Media industry.

### **2. TERM AND TERMINATION.**

The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect for a period of 365 days from the date of this Agreement (the "Term"), unless earlier terminated by either party upon at least 90 days' prior written notice.

### **3. EXCLUSIVITY.**

For the term of this Agreement, Broker shall have the exclusive right to introduce prospective buyers to the Seller who are not already known to the Seller.

### **4. FEES AND PAYMENT.**

The following must take place in order for the Broker to be paid. If these conditions are not met, Broker will receive no payment.

Successful Closing on the sale of Radio Station WHTZ, Newark, New Jersey aka Z100

The Broker's fee shall be calculated as 5% of the net value of the goods sold by Seller as a direct result of an introduction. Net value shall exclude value added tax, postage and packaging, insurance, refunds and payments not honored by a financial institution.

Upon determination of broker fees due, the Broker shall issue an invoice to the Seller and payment shall be due net thirty (30) days from the date of the invoice.

Acceptable forms of payment include the following:

Check  
Wire Transfer

Checks shall be made payable to Fowler Media, LLC.

Wire transfer account information:

Bank of America  
Routing 000688988711222  
Account 87654567754411

**5. NON-CIRCUMVENTION.**

During the term of this Agreement and for 2 years thereafter, the Seller will not attempt to do business with, or otherwise solicit any buyers found or otherwise referred by Broker, to the Seller for the purpose of circumventing, the result of which shall be to prevent the Broker from realizing or recognizing a commission or Broker's fee. If such circumvention shall occur, the Broker shall be entitled to any commissions due pursuant to this Agreement or Broker's fee relating to such transaction.

**6. FINAL AGREEMENT.**

This Agreement represents the entire agreement with respect to the subject matter hereof and terminates and supersedes all prior understandings or agreements with respect to such matters. This Agreement may be amended only in writing signed by both parties.

**7. LEGAL CONSTRUCTION.**

In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provisions. This Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

**8. GOVERNING LAW.**

This Agreement shall be governed by the laws of Tennessee, without giving effect to principles of conflicts of law.

**9. SIGNATORIES.**

This Agreement shall be signed on behalf of iHeart Media, Inc. by Robert Pitman, President/CEO and on behalf of Fowler Media, LLC by Bryan K. Fowler, Managing Member.

iHeart Media, Inc.

By: \_\_\_\_\_  
Robert Pitman  
President/CEO

Date: \_\_\_\_\_

Fowler Media, LLC

By: \_\_\_\_\_  
Bryan K. Fowler  
Managing Member

Date: \_\_\_\_\_