

TIME BROKERAGE AGREEMENT

This Time Brokerage Agreement (this “*Agreement*”), made as of February 27, 2023, is by and between KGAY PSP, a California benefit corporation (“*Programmer*”) and Audacy Atlas, LLC, a Delaware limited liability company (“*Licensee*”).

RECITALS

Licensee and Programmer are simultaneously entering into an Asset Purchase Agreement, (the “*Asset Purchase Agreement*”), and this Agreement is the TBA referred to therein. Unless otherwise defined herein, capitalized terms used in this Agreement shall have the meanings assigned to them in the Asset Purchase Agreement.

Licensee owns and operates commercial radio broadcast station KQPS(FM), Palm Desert, California (FIN 11747) (the “*Station*”).

Pending consummation of the transactions provided in the Asset Purchase Agreement, and commencing on the Commencement Date (as defined below), Programmer desires to acquire time on the Station for its programming and advertising, subject to the terms and conditions set forth herein and in accordance with the rules, regulations and policies of the FCC.

Therefore, for and in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. SALE OF TIME

1.1 Broadcast of Programming. During the Term (as defined below), Licensee shall make available broadcast time on the Station for the broadcast of Programmer’s programs (the “*Programming*”) for up to 168 hours a week except for: (a) downtime occasioned by routine maintenance consistent with prior practice and upon prior written notice to Programmer; (b) times mutually agreeable to Licensee and Programmer, during which time Licensee may broadcast programming designed to address the concerns, needs and interests of the Station’s listeners to the extent that such programming is not provided by Programmer; (c) times when Programmer’s programs are rejected or preempted by Licensee pursuant to its rights under this Agreement; and (d) times when the Station is not broadcasting because of Force Majeure Events (as defined below).

1.2 Advertising and Programming Revenues. During the broadcast time on the Station made available to Programmer pursuant to the terms of this Agreement, Programmer shall have full authority to sell for its own account commercial time on the Station. Programmer shall retain all revenues from the broadcast or sale of all advertising time on the Station and all other sources of revenue and advertising (including without limitation from the Station’s website(s)), to the extent the foregoing relate to programming provided for broadcast on the Station by Programmer or to the extent such revenues relate to the actions or activities of Programmer related to the Station on or after the Commencement Date, and all the same shall be the sole and exclusive assets of Programmer.

1.3 Force Majeure. Any failure or impairment of facilities, any delay or interruption in the delivery by Programmer of the Programming, or the broadcasting of the Programming by Licensee, or any failure at any time to furnish the facilities, in whole or in part, for broadcasting, due to acts of God, strikes or threats thereof, war, acts of terrorism, civil disturbance, force majeure or any other causes beyond the reasonable control of Licensee or Programmer (collectively, “*Force Majeure Events*”), shall not constitute a breach of this Agreement, and neither Licensee nor Programmer, as the case may be, will be liable to the other party therefor. Licensee (and Programmer, to the extent that delivery of the Programming is at issue) agrees to exercise its reasonable best efforts to remedy the conditions of this **Section 1.3** as soon as practicable.

1.4 Studio Facilities. The parties acknowledge and agree that Programmer shall originate the Programming from Programmer’s office and studio facilities, and the parties shall cooperate with each other to enable origination of the Programming from Programmer’s facilities.

1.5 Payments. In consideration of the rights granted under this Agreement, Programmer shall reimburse certain of Licensee’s costs as specifically provided in Schedule 1.5 hereto, and shall pay to Licensee the fee set forth in Schedule 1.5.

1.6 Term. The term of this Agreement (the “*Term*”) shall commence on March 6, 2023 (the “*Commencement Date*”), and shall terminate on the earliest of (a) 12:01 a.m. on the Closing Date, or (b) such time as this Agreement is terminated in accordance with its terms pursuant to **Section 7** of this Agreement.

1.7 License to Use Call Signs. Licensee hereby grants to Programmer a license to use the Station’s call sign (including as it may change from time to time) in connection with the broadcast and promotion of the Programming.

2. OBLIGATIONS AND RIGHTS OF LICENSEE

Programmer acknowledges and agrees that Licensee will be responsible for operating the Station in the public interest and controlling the day-to-day operations of the Station in conformance with its FCC licenses, permits and authorizations. Without limiting the generality of the foregoing, Licensee and Programmer agree, and Programmer acknowledges, as follows:

2.1 Right to Reject Programming. Licensee has the right to reject any Programming, including advertising announcements or other material, which Licensee in its reasonable, good faith discretion deems contrary to the public interest, the Communications Act of 1934, as amended (the “*Communications Act*”), or the FCC’s rules, regulations and policies (the “*Rules*” or “*FCC Rules*,” and together with the Communications Act, the “*Communications Laws*”). Licensee reserves the right to refuse to broadcast any Programming containing any matter that Licensee in its reasonable, good faith discretion believes is, or is reasonably likely to be determined by the FCC or any court or other regulatory body with authority over Licensee or the Station to be, violative of any third-party intellectual property rights, defamatory, indecent, obscene, profane or otherwise in violation of law. In the event Licensee suspends, cancels or refuses to broadcast any portion of the Programming pursuant to this **Section 2.1**, there shall be no reduction or offset in the payments due Licensee under this Agreement. Licensee shall exercise its rights under this **Section 2.1** solely to fulfill its obligations as an FCC licensee and not for its own commercial

advantage. In all such cases, Licensee will use commercially reasonable efforts to give Programmer reasonable advance notice of any intention to reject any Programming.

2.2 Right to Preempt Programming for Special Events and Public Interest Programming. Licensee has the right to preempt Programming in order to broadcast a program deemed by Licensee, in its reasonable, good faith discretion, to be of greater national, regional or local public interest or significance, or to provide public service programming, and to use part or all of the hours of operation of the Station for the broadcast of events of special importance. In all such cases, Licensee will use commercially reasonable efforts to give Programmer reasonable advance notice of any intention to preempt the Programming.

2.3 Public Service Programming. Licensee has the right to preempt Programming in order to broadcast public service programming at the times set forth in **Section 1.1(b)** of this Agreement.

2.4 Political Advertising, Public File, Etc. Licensee is ultimately responsible for complying with the Communications Laws with respect to (a) the carriage of political advertisements and programming (including, without limitation, the rights of candidates and, as appropriate, others to equal opportunities, lowest unit charge and reasonable access); (b) the broadcast and nature of public service programming; (c) the maintenance of political and public inspection files and the Station's logs; (d) the ascertainment of issues of community concern; and (e) the preparation of all quarterly issues/programs lists.

2.5 Maintenance and Repair of Transmission Facilities. Licensee shall maintain the Station's transmission equipment and facilities, including the antennas, transmitters and transmission lines, in good operating condition, and shall continue to contract with local utility companies for the delivery of electrical power to the Station's transmitting facilities at all times in order to ensure operation of the Station. Subject to the reimbursement obligation set forth on Schedule 1.5 of this Agreement and subject to **Section 9.4** of the Asset Purchase Agreement, Licensee shall undertake such repairs as are necessary to maintain full-time operation of the Station with its maximum authorized facilities as expeditiously as reasonably possible following the occurrence of any loss or damage preventing such operation.

3. OBLIGATIONS AND RIGHTS OF PROGRAMMER

Programmer shall not take any action, or omit to take any action it is otherwise required to take, which taking or omission would be inconsistent with Licensee's obligations under the Communications Laws to retain ultimate responsibility for the programming and technical operations of the Station. Without limiting the generality of the foregoing, Programmer agrees as follows:

3.1 Compliance with Laws and Station Policies. Programmer has advised Licensee of the nature of the Programming. All Programming shall conform in all material respects to all applicable provisions of the Communications Laws, all other laws or regulations applicable to the broadcast of programming by the Station, and the programming regulations prescribed in Schedule 3.1 hereto. At no time during the Term shall Programmer or its employees or agents represent, hold out, describe or portray Programmer as the licensee of the Station. Programmer shall use

commercially reasonable efforts to maintain the Station in the ordinary course of business and shall not modify the format of the Station without the prior written consent of Licensee which consent may be withheld in Licensee's sole discretion.

3.2 Cooperation with Licensee. Programmer, on behalf of Licensee, shall furnish or insert within the Programming all station identification announcements required by the Communications Laws, and shall, upon request by Licensee, provide (a) information about Programming that is responsive to the public needs and interests of the areas served by the Station, so as to assist Licensee in the preparation of any required programming reports, and (b) other information to enable Licensee to prepare other records, reports and logs required by the FCC or other local, state or federal governmental agencies. Programmer shall maintain and promptly deliver to Licensee all records and information required by the FCC to be uploaded to the public inspection file of the Station, including all records and information pertaining to the broadcast of political programming and advertisements, in accordance with the provisions of Sections 73.1943 and 73.3526 of the Rules and The Bipartisan Campaign Reform Act of 2002, and broadcasts of material provided by a foreign government entity pursuant to Section 73.1212(j) of the Rules. Programmer additionally agrees that broadcasts of sponsored or leased programming, including programming that addresses political issues or controversial subjects of public importance or programming that is leased by a foreign governmental entity, will comply with the provisions of Section 73.1212 of the Rules. Programmer shall consult with Licensee and adhere strictly to all applicable provisions of the Communications Laws with respect to the carriage of political advertisements and political programming (including, without limitation, the rights of candidates and, as appropriate, other parties, to "equal opportunities") and the charges permitted for such programming or announcements. Programmer shall cooperate with Licensee to ensure compliance with the Rules regarding Emergency Alert System tests and alerts.

3.3 Payola and Plugola. Programmer shall provide to Licensee in advance any information known to Programmer regarding any money or other consideration which has been paid or accepted, or has been promised to be paid or to be accepted, for the inclusion of any matter as a part of any programming or commercial material to be supplied to Licensee by Programmer for broadcast on the Station, unless the party making or accepting such payment is identified in the program as having paid for or furnished such consideration in accordance with the Communications Laws. Commercial matter with obvious sponsorship identification will not require disclosure beyond the sponsorship identification contained in the commercial copy. Programmer shall at all times endeavor to proceed in good faith to comply with the requirements of Sections 317 and 507 of the Communications Act and the related Rules.

3.4 Handling of Communications. Programmer shall provide Licensee with the original or a copy of any correspondence from a member of the public relating to the Programming to enable Licensee to comply with the requirements of the Communications Laws. Licensee shall promptly forward to Programmer all correspondence, payments, communications or other information and/or documents which it receives and which relate to the Programming, including, without limitation, invoices, billing inquiries, checks, money orders, wire transfers or other payments for services or advertising.

3.5 Compliance with Copyright Act. Programmer shall not broadcast any material on the Station in violation of the Copyright Act of 1976, as amended, or the rights of any Person.

All music supplied by Programmer shall be (a) licensed by a music licensing agent such as ASCAP, BMI, GMR or SESAC, (b) in the public domain, or (c) cleared at the source by Programmer. Licensee shall not be obligated to pay any music licensing fees or other similar expenses required in connection with the material broadcast by Programmer on the Station.

4. RESPONSIBILITY FOR EMPLOYEES AND EXPENSES

4.1 Licensee's Responsibility for Employees and Expenses. Notwithstanding anything to the contrary in this Agreement, Licensee shall have full authority, power and control over the management and operation of the Station during the Term. Without limiting the generality of the foregoing, Licensee will designate one or more managers for the Station who will report to Licensee and will direct the day-to-day operations of the Station. Licensee shall be responsible for timely paying all costs and expenses that are the responsibility of Licensee pursuant to Schedule 1.5.

4.2 Programmer's Responsibility for Employees and Expenses.

(a) Programmer shall provide any transmitter duty operators required for the operation of the Station during any period when the Programming is being broadcast. Programmer shall employ and be responsible for the salaries, taxes, insurance and related costs for all of its personnel and facilities used in fulfillment of its rights and obligations under this Agreement.

(b) Programmer shall be responsible for timely paying all costs, including fees to ASCAP, BMI, GMR and SESAC, attributable to the Programming that is delivered by Programmer for broadcast on the Station. The parties acknowledge and agree that Programmer shall obtain its own ASCAP, BMI, GMR and SESAC licenses and shall not use, operate under, or be responsible for the payment of any fees in connection with, the ASCAP, BMI, GMR or SESAC licenses held by Licensee.

(c) Programmer shall maintain, at its expense and with reputable insurance companies, coverage for broadcaster's liability insurance, worker's compensation insurance and commercial general liability insurance consistent with its practices for stations owned by Programmer. Licensee shall be named as an insured on all such insurance policies.

5. ASSIGNMENT AND ASSUMPTION OF STATION CONTRACTS¹

5.1 Assignment and Assumption. On the Commencement Date, Licensee shall assign to Programmer, and Programmer shall assume undertake to pay, discharge, and perform the liabilities, obligations and commitments of Licensee under the Station Contracts identified on Schedule 5.1 hereto to the extent they accrue or relate to any period after the TBA Effective Time (as defined below).

5.2 Proration of Station Contracts. The Effective Time with respect to the Station Contracts shall mean 12:01 a.m. on the Commencement Date (the "*TBA Effective Time*").

¹ NTD: To include if Programmer assumes any station contracts.

6. INDEMNIFICATION

6.1 Indemnification. From and after the date hereof, each of Programmer and Licensee shall indemnify, defend, protect and hold harmless the other, its Affiliates, and their respective employees, officers, directors, members, shareholders and agents, and the successors and assigns of any of them, from and against, and reimburse them for, all claims, damages, liabilities, costs and expenses, including reasonable attorneys' fees and expenses ("*Damages*") arising from (a) any programming provided by such party for broadcast on the Station; (b) any claim for libel, slander, infringement of copyright or other intellectual property right, or violation of any right of privacy or proprietary right, as a result of the broadcast on the Station of the programming provided by such party; (c) any material transmitted over the internet or contained on the Station's website(s) provided by such party or the actions taken by such party; (d) such party's use and/or occupancy of the Station or the Station Assets, including any and all claims for damages for injuries to or death of persons and for damages to property arising out of such use and/or occupancy; (e) any breach by such party of any representation, warranty, covenant or other agreement hereunder; (f) any action taken by such party or its employees or agents with respect to the Station, or any failure by such party or its employees or agents to take any action required to be taken by such party with respect to the Station, including, but not limited to, such party's payment and performance of obligations and liabilities, unless resulting from a failure by the other party to perform hereunder; or (g) any other claims of any nature, including any investigation initiated or fines or forfeitures imposed by the FCC, as a result of the broadcast on the Station of the programming provided by such party or the actions taken by such party.

6.2 Procedure for Indemnification. If either party hereto (the "*Indemnatee*") receives notice or otherwise obtains knowledge of any matter with respect to which another party hereto (the "*Indemnifying Party*") may be obligated to indemnify the Indemnatee under this **Section 6**, then the Indemnatee shall promptly deliver to the Indemnifying Party written notice describing such matter in reasonable detail and specifying the estimated amount of the Damages or liability that may be incurred by the Indemnatee in connection therewith. The Indemnifying Party shall have the right, at its option, to assume the complete defense of such matter at its own expense and with its own counsel, provided such counsel is reasonably satisfactory to the Indemnatee. If the Indemnifying Party elects to assume the defense of such matter, then (a) notwithstanding anything to the contrary contained herein, the Indemnifying Party shall not be required to pay or otherwise indemnify the Indemnatee against the cost otherwise associated with Indemnatee's defense of such matter for the period following the Indemnifying Party's election to assume the defense of such matter, but shall be responsible for payment of any Damages or liability that may be assessed against the Indemnatee, (b) the Indemnatee shall fully cooperate as reasonably requested by the Indemnifying Party in the defense or settlement of such matter, (c) the Indemnifying Party shall keep the Indemnatee informed of all material developments and events relating to such matter, and (d) the Indemnatee shall have the right to participate, at its own expense, in the defense of such matter. In no event shall the Indemnifying Party be liable for any settlement or admission of liability with respect to such matter without its prior written consent.

7. TERMINATION FOR ANY REASON OTHER THAN THE CLOSING

7.1 Termination. In addition to the events of termination in **Section 1.6** of this Agreement, this Agreement may be terminated by either Licensee or Programmer, by written

notice to the other party if the party seeking to terminate is not then in material default or breach of its obligations hereunder, upon the occurrence of any of the following:

(a) Subject to **Section 9.4** of this Agreement, this Agreement shall have been declared invalid or illegal in whole or in material part by an order or a decree of the FCC or any other governmental authority or court of competent jurisdiction, and such order or decree shall have become final and shall no longer be subject to further administrative or judicial review;

(b) The material breach of this Agreement by a party and failure to cure such breach within thirty (30) days after written notice thereof;

(c) The mutual consent of both parties; or

(d) The Asset Purchase Agreement is terminated by a party for any reason other than the Closing thereunder.

7.2 Effect of Termination.

(a) If this Agreement expires or is terminated for any reason other than the occurrence of the Closing under the Asset Purchase Agreement, the parties shall cooperate in good faith to restore the status quo ante.

(b) No expiration or termination of this Agreement shall terminate the indemnification obligations of Programmer or Licensee hereunder.

8. REQUIRED FCC CERTIFICATIONS

8.1 Licensee's Certification. Licensee hereby certifies that, prior to Closing, it shall maintain ultimate control over the Station's facilities, including specifically control over the Station's finances, personnel and programming.

8.2 Programmer's Certification. Programmer hereby certifies that this Agreement complies with the provisions of Section 73.3555(a) of the Rules. In accordance with Paragraphs 49 and 50 of United States Federal Communications Commission Report and Order No. FCC 07-217, Programmer shall not discriminate in any advertising arrangements on the Station on the basis of race, gender or ethnicity, and all such arrangements shall be evaluated, negotiated and completed without regard to race, gender or ethnicity. Programmer shall include a clause to such effect in all contracts for advertising on the Station, and if requested shall provide written confirmation of compliance with such requirement. In addition, Programmer certifies that it will comply with the obligations set forth on Schedule 8.2 hereto.

9. MISCELLANEOUS

9.1 Amendment, Modification or Waiver. No amendment, modification or waiver of any provision of this Agreement shall be effective unless made in writing and signed by the party adversely affected, and any such waiver and consent shall be effective only in the specific instance and for the purpose for which such consent was given.

9.2 No Waiver; Remedies Cumulative. No failure or delay on the part of Licensee or Programmer in exercising any right or power under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the parties to this Agreement are cumulative and are not exclusive of any right or remedies which either may otherwise have.

9.3 Governing Law; Waiver of Jury Trial. The construction and performance of this Agreement shall be governed by the laws of the State of Delaware without regard to its principles of conflict of law. THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING IN ANY WAY TO THIS AGREEMENT, INCLUDING WITH RESPECT TO ANY COUNTERCLAIM MADE IN SUCH ACTION OR PROCEEDING, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE DECIDED SOLELY BY A JUDGE. The parties hereto hereby acknowledge that they have each been represented by counsel in the negotiation, execution and delivery of this Agreement and that their lawyers have fully explained the meaning of this Agreement, including in particular the jury-trial waiver.

9.4 Change in FCC Rules or Policies; Severability. In the event that the FCC determines that this Agreement does not comply with the Communications Laws, the parties shall negotiate in good faith and attempt to agree to an amendment to this Agreement that will provide the parties with a valid and enforceable agreement that conforms to the Communications Laws and preserves for each party the material terms of this Agreement. In the event that any of the provisions of this Agreement shall be held unenforceable, then the remaining provisions shall be construed as if such unenforceable provisions were not contained herein. Any provision of this Agreement that is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof, and any such unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction. To the extent permitted by applicable law, the parties hereto hereby waive any provision of law now or hereafter in effect that renders any provision hereof unenforceable in any respect.

9.5 Construction. Any question of doubtful interpretation shall not be resolved by any rule providing for interpretation against the party who causes the uncertainty to exist or against the drafter of this Agreement.

9.6 No Partnership or Joint Venture. This Agreement is not intended to be and shall not be construed as a partnership or joint venture agreement between the parties. Except as otherwise specifically provided in this Agreement, no party to this Agreement shall be authorized to act as agent of or otherwise represent any other party to this Agreement.

9.7 Entire Agreement. This Agreement and the Asset Purchase Agreement, and the exhibits and schedules hereto and thereto, embody the entire agreement and understanding of the parties hereto and supersede any and all prior agreements, arrangements and understandings relating to the matters provided for herein.

9.8 Benefit and Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Neither party may assign its rights under this Agreement without the other party's prior written consent, which consent may not be unreasonably withheld or delayed, provided that a party's rights under this Agreement may be assigned without consent in connection with a permitted assignment of such party's rights without consent under the Asset Purchase Agreement.

9.9 Headings. The headings set forth in this Agreement are for convenience only and will not control or affect the meaning or construction of the provisions of this Agreement.

9.10 Notices. Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing, including by facsimile or email, and shall be deemed to have been received on the date of personal delivery, on the third day after deposit in the U.S. mail if mailed by registered or certified mail, postage prepaid and return receipt requested, on the day after delivery to a nationally recognized overnight courier service if sent by an overnight delivery service for next morning delivery or when delivered by email, and shall be addressed as follows (or to such other address as any party may request by written notice):

if to Licensee:	Audacy Atlas, LLC 2400 Market Street, 4 th Floor Philadelphia, PA 19103 Attention: Andrew P. Sutor, IV Email: andrew.sutor@audacy.com
with a copy (which shall not constitute notice) to:	Audacy Atlas, LLC 2400 Market Street, 4 th Floor Philadelphia, PA 19103 Attention: Laura M. Berman Email: laura.berman@audacy.com
and with a copy via email (which shall not constitute notice) to:	legal.notice@audacy.com
if to Programmer	Brad Fuhr KGAY PSP 610 S. Belardo Rd. Suite 1000 Palm Springs, CA 92264 Email: brad@kgaypalmsprings.com
with a copy (which shall not constitute notice) to:	Rachel Wolkowitz Wilkinson Barker Knauer. LLP 1800 M St NW, Suite 800 N Washington, DC 20036

Email: rwolkowitz@wbklaw.com

9.11 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Electronically transmitted copies of this Agreement and electronically transmitted signature pages shall be binding and effective as to all parties and may be used in lieu of the original Agreement, and, in particular, in lieu of original signatures, for any purpose whatsoever.

9.12 Authority. Each of Licensee and Programmer represents and warrants to the other that (a) it has the power and authority to enter into this Agreement and to consummate the transactions contemplated by this Agreement; (b) neither the execution, delivery, nor performance by it of this Agreement conflicts with, results in a breach of, or constitutes a default or grounds for termination under any agreement to which it is a party or by which it is bound (subject to obtaining consents required for contracts assigned hereunder); (c) it is in good standing in the jurisdiction of its organization and is qualified to do business in all jurisdictions where the nature of its business requires such qualification; and (d) it has duly authorized this Agreement, and this Agreement is binding upon it.

[signature page follows]

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

LICENSEE:

AUDACY ATLAS, LLC

By:



Andrew P. Sutor, IV
Executive Vice President

PROGRAMMER:

KGAY PSP

By:

Brad Fuhr
Owner

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

LICENSEE:

AUDACY ATLAS, LLC

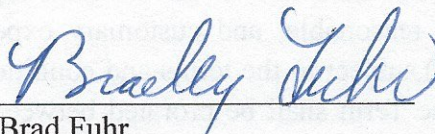
By: _____

Andrew P. Sutor, IV
Executive Vice President

PROGRAMMER:

KGAY PSP

By: _____


Brad Fuhr
Owner

SCHEDULE 1.5
PAYMENT SCHEDULE

TBA Fee

Programmer shall pay to Licensee the sum of \$2,500 per month (the “*TBA Fee*”) during the Term of this Agreement. Programmer shall pay the TBA Fee to Licensee in advance on the first (1st) day of each month to which such payment relates or, with respect to the fee for the month in which the Commencement Date occurs, within five (5) business days following the Commencement Date. The TBA Fee shall be prorated for any partial calendar month during the Term.

Station Expenses

In addition to the TBA Fee, Programmer shall reimburse Licensee for Licensee’s verifiable, reasonable, and customary expenses in the operation of the Station (the “*Station Expenses*”), subject to the terms and conditions of this Schedule 1.5. Any Station Expenses that straddle the Term shall be prorated between Licensee and Programmer. The Station Expenses are as follows:

1. all lease payments for the Real Property Leases relating to the transmission of the Station’s signal and all other costs incident thereto;
2. all utility costs (telephone, electricity, water, etc.) to the extent relating to the Station;
3. all real estate and personal property taxes, if any, to the extent relating to the Station’s transmitter site and transmission equipment;
4. normal and ordinary maintenance costs for the Station’s transmission equipment and facilities, including the antennas, transmitters, and transmission lines which Programmer and Licensee have agreed Licensee will undertake; and
5. all other usual and ordinary expenses of the operation of the Station actually incurred by Licensee consistent with past practices, provided that Licensee will consult with Programmer prior to incurring such expense to the extent Licensee intends to seek reimbursement from Programmer.

Programmer shall pay to Licensee all Station Expenses within thirty (30) days of receipt of an itemized statement from Licensee evidencing payment of the Station Expenses.

SCHEDULE 3.1

PROGRAM STANDARDS

Programmer agrees to cooperate with Licensee in the broadcasting of programs in a manner consistent with the standards of Licensee, as set forth below:

1. Political Programming and Procedures. At least ninety (90) days before the start of any primary or general election campaign, Programmer will clear with Licensee's manager the rate that Programmer will charge for time to be sold to candidates for public office and/or their supporters to make certain that the rate charged conforms to all applicable laws and Licensee's policies. Throughout a campaign, Programmer will comply with all applicable laws and rules concerning political candidacy broadcasts and will promptly notify Licensee's manager of any disputes concerning either the treatment of or rate charged a candidate or supporter.

2. Required Announcements. Programmer shall broadcast, on the Station, an announcement in a form satisfactory to Licensee at the beginning of each hour to identify the Station, and any other announcement that may be required by FCC Rules or the Station's policy, provided a copy of such Station policy has been provided to Programmer and such policy is consistent with industry practice.

3. Commercial Recordkeeping. Programmer shall maintain such records of the receipt of, and provide such disclosure to Licensee of any consideration, whether in money, goods, services, or otherwise, which is paid or promised to be paid, either directly or indirectly, by any person or company for the presentation of any programming over the Station as are required by Sections 317 and 507 of the Communications Act of 1934, as amended, and by FCC Rules.

4. No Illegal Announcements. No announcements or promotion prohibited by federal or state law or regulation of any lottery, game or contest shall be made over the Station. Any game, contest or promotion relating to or to be presented over the Station must be fully stated and explained in advance, and such explanation be presented to Licensee, which reserves the right, in its reasonable discretion to reject any game, contest or promotion.

5. Indecency, Hoaxes. No programming violative of applicable laws and rules concerning indecency or hoaxes will be broadcast over the Station.

6. Controversial Issues. Any broadcast over the Station concerning controversial issues of public importance shall comply with the FCC Rules.

7. Credit Terms Advertising. Pursuant to the rules and regulations of the Federal Trade Commission, any advertising of credit terms shall be made over the Station in accordance with all applicable federal and state laws.

Schedule 5.1

Station Contracts Assigned at TBA Effective Time

None.

SCHEDULE 8.2

FOREIGN SPONSORSHIP IDENTIFICATION COMPLIANCE

Programmer acknowledges and agrees that Licensee is subject to the sponsorship identification requirements under Section 317 of the Communications Act of 1934, as amended, including but not limited to, the foreign sponsorship disclosure requirements under 47 C.F.R. §73.1212(j). Programmer will cooperate with Licensee to ensure compliance with these requirements. Programmer represents and warrants to Licensee that Programmer (i) is not a foreign governmental entity under 47 C.F.R. §73.1212(j), and (ii) is not aware of any information that would require Licensee to include in any programming provided by Programmer to be aired under this Agreement an on-air disclosure pursuant to 47 C.F.R. §73.1212(j). Programmer agrees to use commercially reasonable efforts to make inquiries of all individuals and entities in the program supply chain to comply with FCC requirements, and to promptly notify Licensee if it becomes aware of any information at any time during the term of this Agreement that would affect the above representations.

Programmer's authorized representative has read and understood the statement above pertaining to the foreign sponsorship disclosure requirements under 47 C.F.R. §73.1212(j) of the Communications Act of 1934, as amended. Programmer agrees to abide by all policies implemented by Audacy to ensure compliance with such rules and regulations.

Name: Brad Fuhr
Title: CEO
Signature: Brad Fuhr
Date: 2/23/2023