

**HD CHANNEL TIME BROKERAGE AGREEMENT**

**THIS TIME BROKERAGE AGREEMENT** (this “**Agreement**”) is made and entered into as of June 17, 2022, by and among Audacy License, LLC (“**Licensee**”) and Audacy Florida LLC, each, a Delaware limited liability company (“**AUD FL**,” and together with Licensee, “**Audacy**”) and Urban One Broadcasting Network, LLC, a Florida limited liability company (the “**Programmer**”).

**B A C K G R O U N D**

**WHEREAS**, Licensee is the Federal Communications Commission (the “**FCC**”) licensee of radio station WKTK-FM (subject to future call sign changes) operating on 98.5 FM and licensed to Crystal River, FL (the “**Station**”) and has available broadcasting time on the Station’s HD-2 supplemental hybrid digital channel (the “**Channel**”);

**WHEREAS**, Programmer is the FCC licensee of FM translator W221DX, (Facility ID No. 147176), licensed to Gainesville, FL (the “**Translator**”).

**WHEREAS**, Programmer desires to avail itself of the broadcast time on the Channel in accordance with procedures and policies approved by the FCC.

1. **ALLOCATION AND SALE OF TIME.** During the Term, as defined below, Audacy shall make available to Programmer broadcast time on the Channel for the broadcast of Programmer’s programs (the “**Programming**”) for up to One Hundred Sixty-Eight (168) hours a week for the term of this Agreement except for: (a) downtime occasioned by routine maintenance; (b) up to two hours per week during which time Licensee may broadcast additional programming designed to address the concerns, needs and issues of the Station’s listeners (subject to Section 8(C)(ii) below) (“**FCC Required Public Service Programming**”); (c) times when Programmer’s programs are not accepted or are preempted by Licensee in accordance with terms and conditions of this Agreement or because such Programming does not satisfy the standards of the terms and conditions of this Agreement; (d) Force Majeure Events, as defined in Section 5 of this Agreement; and (e) times during which Licensee is conducting the EAS testing required by FCC rules and regulations. Audacy hereby grants Programmer the right to rebroadcast the Channel on the Translator during the Term.
2. **TERM.** The term of this Agreement shall commence on or about July 1, 2022 (the “**Commencement Date**”) and shall continue through June 30, 2024 (the “**Initial Term**”). Thereafter, this Agreement shall automatically renew for an additional period of two (2) years and on an annual basis thereafter (each a “**Renewal Term**”, and together with the Initial Term, the “**Term**”) unless either party delivers written notice to the other party of termination not less than ninety (90) days prior to the expiration date of the then-current Term.
3. **PAYMENTS.** During the first year of the Initial Term, Programmer shall pay to Audacy an fee of [REDACTED] and each year thereafter the annual fee shall increase by an amount equal to three percent (3%) of the preceding term’s annual fee (the “**Fee**”). The Fee shall be payable in twelve (12) equal monthly installments as follows:

Year	Dates	Monthly Fee
2022-2023	July 1, 2022 - June 30, 2023	[REDACTED]

2023-2024	July 1, 2023 - June 30, 2024	
2024-2025	July 1, 2024 - June 30, 2025	
2025-2026	July 1, 2025 - June 30, 2026	
2026-2027	July 1, 2026 - June 30, 2027	
2027-2028...	July 1, 2027 - June 30, 2028	

The Fee shall be payable by Programmer to Audacy fifteen (15) days before the start of each calendar month; provided, however, that the first such monthly payment shall be due upon execution of this Agreement. Upon execution of this Agreement, Programming shall pay to Audacy a security deposit in the amount of [REDACTED] (the “Deposit”). The Deposit shall secure the performance of Programmer’s obligations hereunder. Audacy shall have the right to commingle the Deposit with Audacy’s other funds and to use the Deposit in any manner and said Deposit shall not earn any interest. Audacy may, but shall not be obligated to, apply all or portions of the Deposit on account of Programmer’s obligations hereunder. Programmer shall not have any right whatsoever to apply the Deposit to any of its obligations hereunder except for the Term’s final month Fee. If at the end of the Term, Programmer is not in default hereunder, then the remaining Deposit, if any, shall be refunded to Programmer. In the event of a default by Programmer hereunder which is not cured and the termination of this Agreement, Audacy shall be entitled to retain the entire Deposit to apply to any outstanding obligations of Programmer hereunder.]

4. **ADVERTISING AND PROGRAMMING REVENUES.** During the broadcast of the Programming delivered to the Channel by Programmer, Programmer shall have full authority to sell for its own account commercial time or block programming time (subject to Audacy approval as set forth below) on the Channel and to retain all revenues and all accounts receivable arising from or relating to the Programming, including, without limitation, promotion-related revenues. Programmer may sell such time in combination with the sale of time on any other broadcast stations of its choosing. Notwithstanding the foregoing, Programmer shall not sell any block programming time unless Programmer provides written notice to Audacy describing (in reasonable detail) such block programming. Within ten (10) business days of such notice, Audacy shall have the right to disapprove such block programming, in its sole discretion. Any such block programming not disapproved within such period shall be permitted hereunder. Audacy may barter or sell commercial time or mentions within Licensee’s programming presented in accordance with Section 1(b) (if any), provided that such barter or sale is incidental to the purpose of such programming and not for the commercial advantage of Audacy.
  
5. **FORCE MAJEURE EVENTS.** Any failure or impairment of facilities or any delay or interruption in the production or broadcasting of the Programming due to acts of God, strikes or threats thereof, force majeure or any other causes beyond the control of a party (collectively, “Force Majeure Events”), shall not constitute a breach of this Agreement by such party. The foregoing Force Majeure provisions shall not apply to the failure to provide Programming or any Fees due hereunder.
  
6. **RE-DESIGNATION OF CHANNEL.** Audacy may, in its sole discretion, upon not less than ten (10) days prior notice re-designate the Channel to another supplemental channel on the Station (i.e., HD-3 or HD-4).

7. **BANDWIDTH.** The parties agree and acknowledge that Audacy may broadcast one or more other HD supplemental channels on the Station. Accordingly, while Audacy may allocate additional bandwidth to the Channel and from time to time, adjust (increase or decrease) such allocation subject to the following: the minimum amount of bandwidth required to be allocated to the Channel hereunder shall be twenty-four (24) kilobits per second.

8. **PROGRAMMING AND OPERATING STANDARDS.**

**(A) Nature of the Programming.** The Programming will consist primarily of Urban Adult Contemporary Music. Licensee acknowledges that Programmer has provided a description of the nature of the Programming to be produced by Programmer and Licensee has determined that the broadcasting of the Programming on the Channel will serve the public interest.

**(B) Right to Use the Programming.** The ownership of and all rights to use the Programming furnished by Programmer and to authorize its use in any manner and in any media whatsoever shall be at all times vested solely in Programmer; subject to the provisions of this Agreement.

**(C) Obligations and Rights of Audacy.**

(i) **Control.** Audacy shall be ultimately responsible for the control of the day-to-day operations of the Station and Channel and for complying with the FCC's rules and regulations including, without limitation, with respect to (a) the staffing and maintenance of the Station's studio; (b) 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); (c) the broadcast and nature of public service programming; (d) the maintenance of political and public inspection files and the Station's logs; (e) EAS testing and compliance; (f) the ascertainment of issues of community concern; (g) the preparation of all quarterly issues/programs lists; and (h) the preparation and filing with the FCC of all required material with respect to the Station. Programmer shall assist Audacy in preparation of all quarterly issues/programs lists.

(ii) **Public Service Programming.** In lieu of Audacy providing its FCC Required Public Service Programming as provided in Section 1(b), from quarter to quarter the parties may mutually agree instead that Programmer shall air its FCC Required Public Service Programming that satisfies Audacy's legal FCC obligation to broadcast and make a quarterly record of public service programming designed to address the concerns, needs and issues of the listeners. The foregoing obligation will be satisfied by Programmer emailing to the Station's SVP/Market Manager and Regional Director of Technical Operations ([matthew.agnesi@audacy.com](mailto:matthew.agnesi@audacy.com)) each month during the Term a short list of approximately ten (10) informative programs aired by Programmer on the Station during that calendar month, which list need only include the date, time, length, subject and, if applicable of the program name. For example, items would look like the following:

Date	Time	Duration (approximate)	Show	Description/Subject
12/10/15	3pm hour	10 minutes	In Session with Dr.	Difficulties raising

Notwithstanding anything to the contrary herein, at any time during the Term, Audacy may notify Programmer that it intends to broadcast its FCC Required Public Service Programming if Licensee determines (in its sole discretion) that Programmer's programming or cooperation pursuant to this Section 8(C)(ii) does not satisfy what Licensee believes to be its legal requirements.

(iii) Audacy's Right to Reject Programming. Audacy shall retain the right to accept or reject any Programming or advertising announcements or material which Audacy in its good faith, reasonable judgment deems violative of the Communications Act of 1934 (the "**Communications Act**"), as amended and the rules, regulations and policies of the FCC promulgated thereunder (the "**FCC Rules**," and together with the Communications Act, the "**Communications Laws**"). Audacy reserves the right to refuse to broadcast any Programming containing matter that Audacy reasonably in good faith believes to be, or that Audacy reasonably in good faith believes may be determined by the FCC or any court or other regulatory body with authority over Audacy or the Station to be violative of any right of any third party or indecent, profane or obscene. Audacy may take any other actions necessary to ensure that the Station's operations comply with the laws of the United States, the State of Florida, and the Communications Laws (including the prohibition on unauthorized transfers of control). Notwithstanding any other provision of this Agreement to the contrary, no commercial time on the Channel provided by Programmer shall: (a) violate Audacy's normal broadcast standards, or (b) promote other radio stations or audio programming which are competitive with the radio broadcast industry, including, without limitation, any programming delivered by satellite, cellular phone, PCS, cable, the internet or by any other means. If, in the good faith judgment of Audacy or the Station's SVP/Market Manager, any portion of the Programming presented by Programmer does not meet the requirements of the terms and conditions of this Agreement, Audacy may suspend, cancel or refuse to broadcast any such portion of the Programming without reduction or offset in the payments due Audacy under this Agreement.

(iv) Audacy's Right to Preempt Programming. In accordance with its obligations as an FCC licensee, Audacy shall have the right, in its reasonable good faith judgment, to preempt any of the broadcasts of the Programming in order to broadcast a program deemed by Audacy to be of greater national, regional, or local interest and to use part or all of the hours of operation of the Channel for the broadcast of events of special importance.

(v) Maintenance and Repair of Transmission Facilities. Audacy shall use reasonable commercial efforts to maintain the Station's transmission equipment and facilities, including the respective antenna, transmitter and transmission line.

#### **(D) Obligations and Rights of Programmer.**

(i) Compliance with Laws and Station Policies. 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 or commercial advertisements by the Station, and the standards set forth in Schedule A 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.License to Use Call Sign. During the term of this Agreement, Audacy grants Programmer the right to use the Station's call sign (i.e., presently WKTK-HD2) in connection with and during the Programming during the Term on the Channel (e.g., "WKTK-HD2"). Audacy reserves the right to change the Station's call sign, at any time, from time to time.

(ii) Cooperation with Audacy. Programmer, on behalf of Audacy, shall furnish within the Programming all station identification announcements required by the FCC, and shall, upon request by Audacy, provide to Audacy information with respect to any of the Programming which is responsive to the public needs and interests of the area served by the Channel to assist Audacy in the preparation of any required programming reports and will provide upon request other information to enable Audacy to prepare other records, reports and logs required by the FCC or other local, state or federal governmental agencies. Programmer shall maintain and timely deliver to Audacy all records and information required by the FCC to be placed in the public inspection file of the Station pertaining to the broadcast of political programming and advertisements, in accordance with the provisions of Sections 73.1940 and 73.3526 of the FCC's rules, and agrees that, when presenting to Audacy for broadcast on the Channel sponsored programming addressing political issues or controversial subjects of public importance, Programmer will do so in accordance with the provisions of Section 73.1212 of the FCC's rules and the applicable rules of the Federal Election Commission. Programmer shall consult with Audacy and adhere to all applicable provisions of the Communications Laws, as announced from time to time, with respect to the carriage of political advertisements and 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, and, in the event of a dispute, Audacy's determination shall govern.

(iii) Payola and Plugola. Programmer shall provide to Audacy 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 Channel, unless the party making or accepting such payment is identified in the program as having paid for or furnished such consideration in accordance with FCC requirements. Commercial matter or programming with obvious sponsorship identification will not require disclosure beyond the sponsorship identification contained in the commercial copy or announced in connection with the program. Programmer shall at all times endeavor in good faith to comply with the requirements of Sections 317 and 507 of the Communications Act and the related FCC Rules. Programmer shall require each of its on-air employees and management employees with control or input into Programming to execute a Payola and Plugola Certification in the form of Exhibit A, attached hereto and incorporated herein.

(iv) Handling of Communications. Audacy shall not be required to receive or handle mail, cables, telegraph or telephone calls in connection with the Programming unless Audacy has agreed to do so in writing. Audacy 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.

(v) Use of Studio / Delivery of Programming. Programmer shall not be entitled to use the Station's studio. Programmer shall be solely responsible for delivering the Programming to the Station's transmitter site or studio (as directed by Audacy) for broadcast on the Channel. Programmer shall deliver the Programming in format and quality suitable for HD-FM broadcast, as reasonably determined by Audacy. In the event that Programmer needs to obtain a studio transmitter link or similar FCC authorization to facilitate Programmer's delivery of the Programming, Audacy agrees that it shall cooperate reasonably with Programmer to file any required application for such authority with the FCC.

(vi) Website. Programmer agrees that it shall not use nor allow any third party to use the call letters or dial position assigned to the Station in any website address without the prior written consent of Audacy (which may be withdrawn upon no less than 30 days' notice from Audacy and will be withdrawn immediately upon any termination of this Agreement). Further, Programmer acknowledges and agrees that any programming broadcast or streamed on any such website shall comply with all governmental requirements and that Programmer shall pay all royalties associated with any internet streaming or website podcasts of any of Programmer's programming or any webcast associated with any such website. Audacy will not stream any of Programmer's programming on its websites or mobile applications unless mutually agreed upon by the parties in writing.

(vii) Translation Services. If requested by Audacy, Programmer shall reimburse Audacy promptly for any reasonable fees incurred by Audacy in obtaining foreign language translators to provide monitoring services to Audacy in connection with this Agreement.

(viii) Programmer's Responsibility for Employees and Expenses. Programmer shall be responsible for the artistic personnel and material for the production of the Programming to be provided under this Agreement. Programmer shall employ and be responsible for the salaries, taxes, insurance and related costs for all of its personnel used in fulfillment of its rights and obligations under this Agreement. Programmer shall pay for all costs associated with production of the Programming and listener responses, including fees to ASCAP, BMI, SESAC, GMR any other copyright fees, and all other costs or expenses attributable to the Programming that is delivered by Programmer and broadcast on the Channel. Programmer shall pay all maintenance and repair costs for the Programmer's studio and studio equipment used by Programmer in the production of the Programming. Programmer shall maintain at its expense commercially reasonable coverage for broadcaster's liability insurance, worker's compensation insurance and commercial

general liability insurance with reputable insurance companies and coverage limits reasonably acceptable to Audacy. Audacy shall be named as an additional insured on such policies, and such policies shall not be terminable without at least thirty (30) days prior written notice to Audacy and an opportunity to cure any default thereunder. Prior to the Commencement Date and upon request thereafter, Programmer shall deliver to Audacy a current certificate establishing that such insurance is in effect. Programmer shall, if required under the Communications Laws, be responsible for adherence to the FCC's EEO outreach and recruitment policies.

**9. INDEMNIFICATION.** From and after the Commencement Date, Programmer shall indemnify and hold Licensee harmless from and against all claims, damages, liabilities, costs and expenses, including reasonable attorney's fees and expenses (collectively, "**Damages**") arising from Programmer's provision of the Programming hereunder, from Programmer's use of the Channel, or from Programmer's breach of any warranty, covenant or other agreement under this Agreement; provided, however, that Programmer shall not be liable under this Section 9 for any Damages arising from or relating to Licensee's negligence, willful misconduct or breach of this Agreement or any applicable law, rule or regulation. Without limiting the preceding sentence, Programmer will indemnify and hold Licensee harmless from and against damages arising from any claim for libel, slander, illegal competition or trade practice, infringement or trademarks, or program titles, violation of rights of privacy, infringement copyrights and proprietary rights, and for any other claims of any nature, including fines or forfeitures imposed by the FCC, resulting in any manner from the Programming provided by Programmer or its advertisers. Licensee shall indemnify and hold Programmer harmless from and against all Damages arising from Licensee's use of the Channel, broadcast on the Channel of any programming not provided by Programmer or its advertisers (including, without limitation, any commercial inventory on the Channel sold by Licensee (if any)), negligence, willful misconduct or breach of any warranty, covenant or other agreement under this Agreement. The obligations under this Section shall survive any termination of this Agreement until the expiration of all applicable statutes of limitation.

**10. EVENTS OF DEFAULT AND CURE PERIODS.**

**(A) Event of Default.** The following shall, after the expiration of the applicable cure period(s) as set forth in Section 10(B), each constitute an Event of Default under this Agreement:

(i) Non-Payment. Programmer's failure to pay, when due, the amounts payable under Section 3 of this Agreement.

(ii) Breach of Programmer Warranty or Format Change. Programmer's breach of any representation or warranty made in this Agreement, or a change in the format to any other format that is in any way competitive with Audacy, or any change in the language of the programming.

(iii) Default in Covenants or Adverse Legal Action. (a) Any party defaults in the performance of any material covenant, condition or undertaking contained in this Agreement, makes a general assignment for the benefit of creditors, or files or has filed against it a petition for bankruptcy, for reorganization or an arrangement, or for 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 60 days thereafter; or (b) As a consequence of any act or omission of Programmer, the FCC issues a Hearing Designation Order or commences any hearing with respect to the Station or with respect to the Translator, issues a Show Cause Order, a Notice of Inquiry, Notice of Apparent Liability, or Order of Forfeiture with respect to the Station .

(iv) Breach of Representation. Any material representation or warranty made by either party to this Agreement, or in any certificate or document furnished by either party to the other pursuant to the provisions of this Agreement, proves to have been false or misleading in any material respect as of the time made or furnished.

(v) Failure to Supply Programming. If Programmer fails to supply Licensee with the Programming for a continuous period of twenty-four hours (24) or an aggregate of forty-eight (48) hours during any three (3) month period.

**(B) Cure Periods.** Except as provided herein, an Event of Default shall not be deemed to have occurred until ten (10) business days after the non-defaulting party has provided the defaulting party with written notice specifying the event or events that, if not cured, would constitute an Event of Default and specifying the actions necessary to cure the default(s) within such period. If not cured within that ten (10) business day period, the Event of Default shall be deemed to have occurred as of the expiration of the cure period. For a default in payment as required under Section 3, an Event of Default shall not be deemed to have occurred until five (5) business days after Audacy has provided Programmer with written notice of non-payment. There shall be no cure period applicable in the event that: (i) Programmer fails to supply the Programming pursuant to the terms and conditions of this Agreement; or (ii) Audacy determines there to have been a default pursuant to Section 10(A)(ii) above, and Audacy may immediately terminate this Agreement under Section 11(A) in such event.

**11. TERMINATION.** In addition to any other termination right set forth in this Agreement, this Agreement may be terminated as follows:

**(A) Termination Upon Default.** Upon an Event of Default by Programmer, Audacy shall be permitted to terminate this Agreement immediately upon notice to Programmer. Upon the occurrence of any other Event of Default, the non-defaulting party may terminate this Agreement, provided that it is not also in material default of this Agreement, and may seek such remedies at law and equity as are available, including, without limitation, specific performance. If this Agreement is terminated as a result of Programmer's default in the performance of its obligations, in addition to any other remedies that Audacy may have, all amounts accrued or payable to Audacy up to the date of termination which have not been paid shall immediately become due and payable.

**(B) Termination for Change in Governmental Rules or Policies.** The parties believe that the terms of this Agreement meet all of the requirements of current federal governmental policy, including without limitation those of the FCC, for time brokerage or local marketing agreements, and agree that they shall negotiate in good faith to meet any governmental concern with respect to this Agreement or the program provided hereunder. If the parties cannot agree within a reasonable time to modification(s) deemed necessary by either party to meet such



governmental requirements, either party may terminate this Agreement upon written notice to the other.

**(C) Termination for Change in HD2 Signal Quality.** In the event that the existing sound quality of the Station's HD2 signal is noticeably reduced due, without limitation, to an adjustment to the allocation of signal quality across the Station's HD stations, Programmer may terminate this Agreement upon no less than 30 days prior written notice to Audacy so long as Audacy does not correct such signal quality reduction within that 30 day period.

**(D) Discretionary Termination Right.** Either party may terminate this Agreement at anytime upon no less than ninety (90) days prior written notice to the other party. Any Fee paid in advance for any period beyond the effective termination date shall be prorated and reimbursed to Programming promptly following the termination date.

**(E) Certain Matters Upon Termination.**

(i) No Obligation to Provide Time. Upon termination or expiration of this Agreement, Audacy shall be under no further obligation to make available to Programmer any broadcast time or broadcast transmission facilities. Programmer shall be solely responsible for all of its liabilities, debts and obligations to third parties incident to Programmer's purchase of broadcast time under this Agreement, including, accounts payable.

(ii) Return of Equipment. Upon termination or expiration of this Agreement, Programmer shall return to Audacy any of Audacy's equipment or property (if any) used by Programmer, its employees or agents, in substantially the same condition as such equipment existed on the Effective Date, ordinary wear and tear excepted.

**(F) Liability for Prior Conduct.** No expiration or termination of this Agreement shall terminate the obligation of each party to indemnify the other for claims of third parties under Section 9 of this Agreement or limit or impair any party's rights to receive or make payments due and owing in accordance with this Agreement on or before the date of such termination.

**(G) Attorneys' Fees and Costs.** In the event any action or proceeding is commenced by either party to enforce the provisions of this Agreement or to seek remedies for a breach or wrongful termination of this Agreement, the prevailing party in such an action or proceeding shall be entitled to the award of its reasonable attorneys' fees and costs incurred in and relating to such an action or proceeding.

**12. REPRESENTATIONS AND WARRANTIES.**

**(A) Mutual Representations and Warranties.** Each of the parties hereby represents and warrants to the other party that: (a) it has full right, power and authority to enter into and fully perform this Agreement and grant such rights as are herein provided; (b) this Agreement is its legal, valid and binding obligation, enforceable against it in accordance with its terms; and (c) it is not and will not become a party to any oral or written contract or understanding with any third party which will in any way conflict with or limit its ability to fulfill the terms of this Agreement.

**(B) Additional Programmer Representations and Warranties.** Programmer warrants and represents to Audacy: (i) that all programming provided by or through Programmer hereunder will either be the property of Programmer or material which Programmer has the right to broadcast and use; (ii) the Programmer has obtained all licenses, consents and releases which may be required for the transcriptions, performance, or other issues of its programs or other rights whether of a copyright nature or otherwise in connection with such programming and has paid all fees in connection therewith; (iii) that it is not owned, controlled, operated or influenced by any foreign government or any group deemed by the US Department of State to be a “Foreign Terrorist Organization”; (iv) that it does not receive any financial or other assistance of any kind from any foreign government or any group deemed by the US Department of State to be a “Foreign Terrorist Organization”; (v) that the programming furnished hereunder shall be furnished and controlled solely by the officers and employees of the undersigned and shall not be furnished by any foreign government or any group deemed by the US Department of State to be a “Foreign Terrorist Organization”; and (vi) the rebroadcast of the Channel on the Translator complies with Communications Laws.

**(C)** Programmer acknowledges and agrees Audacy 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). Purchaser will cooperate with Audacy as necessary or requested to ensure compliance with these requirements. Programmer represents and warrants to Audacy 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 Audacy 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) regarding the broadcast of any programming provided by a foreign governmental entity under 47 C.F.R. §73.1212(j). Programmer agrees to make inquiries of all individuals and entities in the program supply chain to support the above representations, and to promptly notify Audacy if it becomes aware of any information at any time during the term of this Agreement that would affect such representations.

### **13. CERTIFICATIONS.**

**(A) Programmer’s Certification.** Programmer hereby certifies that this Agreement complies with the provisions of Section 73.3555 of FCC rules.

**(B) Licensee’s Certification.** Licensee hereby certifies that it shall maintain the ultimate control over the Station’s facilities, including but not limited to control over the finances with respect to the operation of the Station, over its personnel operating the Station, and over the programming to be broadcast by the Channel.

**(C) Non-Discrimination Statement.** Audacy and its stations do not discriminate in advertising contracts on the basis of race or ethnicity and will not accept any advertising which is intended to discriminate on the basis of race or ethnicity. Programmer represents and warrants that it is not purchasing time from Audacy or its stations that is intended to discriminate on the basis of race or ethnicity, and Programmer will not accept any advertising which is intended to discriminate on the basis of race or ethnicity.

#### **14. MISCELLANEOUS.**

**(A) Entire Agreement.** This Agreement and the exhibits and schedules hereto and thereto represent 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.

**(B) Modification and Waiver.** No 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.

**(C) No Waiver; Remedies Cumulative.** No failure or delay on the part of Audacy 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.

**(D) Governing Law.** The construction and performance of this Agreement shall be governed by the laws of the State of Florida without regard to its principles of conflict of law.

**(E) 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.

**(F) 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. Programmer shall not assign its rights under this Agreement without the prior written consent of Audacy (which consent may be withheld or given at Audacy's sole discretion). In the event the Station is sold or Audacy enters into a local marketing or time brokerage agreement with respect to the Station, Audacy will request the Station buyer or programmer to assume this Agreement. If such buyer or programmer refuses to assume this agreement, this Agreement shall terminate as of the date of closing on such sale or date of commencement of the local marketing or time brokerage agreement, as applicable. If such buyer or programmer assumes this Agreement, Audacy shall assign all of its rights and obligations under this Agreement to such buyer or programmer and Programmer agrees to cooperate with Audacy and such buyer or programmer in connection with such assignment.

**(G) 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.

**(H) Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. Emailed or facsimile transmitted copies of this Agreement and emailed 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.

**(I) Notices.** Any notice, report, demand, waiver or consent required or permitted hereunder shall be in writing and shall be given by hand delivery, by prepaid registered or certified

mail, with return receipt requested, by an established national overnight courier providing proof of delivery for next business day delivery, or by email addressed as follows:

If to Audacy:           Audacy License, LLC  
Audacy Florida LLC  
3600 N.W. 43<sup>rd</sup> Street, Bldg. B.  
Gainesville, FL 32606  
Attn: Peter Rothfuss  
Peter.Rothfuss@audacy.com

with copies to:

Audacy License, LLC  
Audacy Florida, LLC  
2400 Market Street, 4<sup>th</sup> Floor  
Philadelphia, PA 19103  
Attn: Legal Department  
Legal.notice@Audacy.com

If to Programmer:    Urban One Broadcasting Network, LLC  
519 NW 60<sup>th</sup> Street Suite D  
Gainesville, Florida 32607  
Attn: William Johnson  
Email: [Urban1broadcastingnet@aol.com](mailto:Urban1broadcastingnet@aol.com)


The date of any such notice and service thereof shall be deemed to be the day of delivery if hand delivered, delivered by email or delivered by overnight courier or the day of delivery as indicated on the return receipt if sent by mail. Either party may change its address for the purpose of notice by giving notice of such change in accordance with the provisions of this Section.

**(J) Severability.**     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 which 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 which renders any provision hereof unenforceable in any respect.

**[Signature Page Follows]**

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


**AUDACY LICENSE, LLC**

By:   
Name: Andrew Sutor  
Title: EVP/General Counsel

**AUDACY FLORIDA, LLC**

By:   
Name: Peter Rothfuss  
Title: SVP/Market Manager

**URBAN ONE BROADCASTING NETWORK,  
LLC**

By:   
Name: William Johnson  
Title: MANAGING MEMBER

**SCHEDULE A**  
**PROGRAM STANDARDS**

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

1. **Political Programming and Procedures.** At least 90 days before the start of any primary or regular election campaign, Programmer will coordinate with the Station's SVP/Market Manager the rate 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 the Station's policy. Throughout a campaign, Programmer will comply with all applicable laws and rules concerning political candidacy broadcasts and will promptly notify the Station's SVP/Market Manager of any disputes concerning either the treatment of or rate charged a candidate or supporter.

2. **Required Announcements.** Programmer shall broadcast an announcement in a form satisfactory to Audacy at the beginning of each hour to identify the Channel, and any other announcement that may be required by law, regulation, or the Station's policy.

3. **Commercial Record Keeping.** Programmer shall maintain such records of the receipt of, and provide such disclosure to Audacy 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 Channel as are required by Sections 317 and 507 of the Communications Act and the rules and regulations of the FCC.

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 Channel. Audacy reserves the right to reject any game, contest or promotion which, in its reasonable judgment, it deems violative of any applicable FCC rule or federal, state or local law or regulation.

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

6. **Controversial Issues.** Any broadcast over the Channel concerning controversial issues of public importance shall comply with the then current FCC rules and policies.

7. **Respectful of Faiths.** The subject of religion and particular faiths, tenets and customs shall be treated with respect at all times.

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

9. **No Plugola or Payola.** The broadcast of any material for which any money, service or other valuable consideration is directly or indirectly paid, promised to or accepted by, Programmer from any person is prohibited, unless at the time of such broadcast an announcement is made that the programming is paid for or furnished by such third person. Programmer shall advise Audacy's SVP/Market Manager with respect to any programming, including commercial material, concerning goods or services in which Programmer has a material financial interest.

10. Conflict in Programming or Advertising. Any programming or advertising matter or announcement which may, in the reasonable opinion of Audacy, be injurious or prejudicial to the interests of the public, Audacy or the Station is prohibited.

11. Licensee's Discretion Paramount. In accordance with Licensee's responsibility under the Communications Act of 1934, as amended, and the rules and regulations of the FCC, Licensee reserves the right to reject or terminate any advertising proposed to be presented or being presented over the Channel which is in conflict with the Station's policy or which, in the good faith, reasonable judgment of Audacy or its SVP/Market Manager would be contrary to the Act or the Rules.

Licensee may waive any of the foregoing in specific instances if, in its reasonable opinion, good broadcasting in the public interest will be served thereby.

## Exhibit A

### Payola and Plugola Certification

During the term of my employment, neither I nor any member of my immediate family (including my spouse, child or any other member of my household) has accepted, solicited or agreed to accept any money, service, gift, or favor or other thing of value whatsoever to influence any decision by me as to matters to be broadcast on the station and will not do so in the future. Neither I nor any member of my immediate family, as defined above, has received (and in the future will not accept) any social courtesy or gift exceeding in the aggregate in a single year a value \$25.00 from any person, entity, firm or institution involved in any of the following activities:

- record manufacturing or distributing;
- music publishing;
- the creation, production, performance, distribution, manufacturing or exploitation of music, films, tapes, recordings, electrical transcriptions, or any live or recorded programming;
- the ownership or exploitation of any musical, dramatic, literary or related copyright or performance right;
- radio or television broadcasting (other than the station);
- advertising and advertising services;
- any business desiring to advertise or promote its products or services in the coverage area of Audacy's stations;
- concerts and nightclubs;
- performers, performing groups, professional sports teams, or any other potential supplier of radio or television program material;
- public relations firms, consulting firms, or other firms or individuals that deal in, represent or promote any of the above.

By signing below, I confirm that I have not participated (and in the future will not participate) in considering, selecting or preparing for broadcast any program or program material which had as its subject, or which could in any way materially affect, any business activity or concern in which I or any member of my immediate family, as defined above, held or hold a business or financial interest (including any position as officer, director or employee), except those reported to station management and as listed below.

I have received a copy of and understand the provisions of Sections 317 and 507 of the Communications Act of 1934, as amended, and Section 73.1212 of the rules of the FCC. I agree to abide by such rules and regulations.

Name: William Johnson  
Position: MANAGING MEMBER  
Signature: William Johnson  
Date: 07/12/22



## § 317. Announcement of Payment for Broadcast

(a) Disclosure of Person Furnishing.

(1) All matter broadcast by any radio station for which any money, service or other valuable consideration is directly or indirectly paid, or promised to or charged or accepted by, the station so broadcasting, from any person, shall, at the time the same is so broadcast, be announced as paid for or furnished, as the case may be, by such person: Provided, That “service or other valuable consideration” shall not include any service or property furnished without charge or at a nominal charge for use on, or in connection with, a broadcast unless it is so furnished in consideration for an identification in a broadcast of any person, product, service, trademark, or brand name beyond an identification which is reasonably related to the use of such service or property on the broadcast.

(2) Nothing in this section shall preclude the Commission from requiring that an appropriate announcement shall be made at the time of the broadcast in the case of any political program or any program involving the discussion of any controversial issue for which any films, records, transcriptions, talent, scripts, or other material or service of any kind have been furnished, without charge or at a nominal charge, directly or indirectly, as an inducement to the broadcast of such program.

(b) Disclosure to Station Of Payments. In any case where a report has been made to a radio station, as required by section 508 of this title, of circumstances which would have required an announcement under this section had the consideration been received by such radio station, an appropriate announcement shall be made by such radio station.

(c) Acquiring Information from Station Employees. The licensee of each radio station shall exercise reasonable diligence to obtain from its employees, and from other persons with whom it deals directly in connection with any program or program matter for broadcast, information to enable such licensee to make the announcement required by this section.

(d) Waiver Of Announcement. The Commission may waive the requirement of an announcement as provided in this section in any case or class of cases with respect to which it determines that the public interest, convenience, or necessity does not require the broadcasting of such announcement.

(e) Rules And Regulations. The Commission shall prescribe appropriate rules and regulations to carry out the provisions of this section.

### **Section 508. Disclosure of payments to individuals connected with broadcasts**

- (a) **Payments to Station Employees.** Subject to subsection (d) of this section, any employee of a radio station who accepts or agrees to accept from any person (other than such station), or any person (other than such station) who pays or agrees to pay such employee, any money, service or other valuable consideration for the broadcast of any matter over such station shall, in advance of such broadcast, disclose the fact of such acceptance or agreement to such station.
- (b) **Production or Preparation of Programs.** Subject to subsection (d) of this section, any person who, in connection with the production or preparation of any program or program matter which is intended for broadcasting over any radio station, accepts or agrees to accept, or pays or agrees to pay, any money, service or other valuable consideration for the inclusion of any matter as a part of such program or program matter, shall, in advance of such broadcast, disclose the fact of such acceptance or payment or agreement to the payee's employer, or to the person for whom such program or program matter is being produced, or to the licensee of such station over which such program is broadcast.
- (c) **Supplying of Program or Program Matter.** Subject to subsection (d) of this section, any person who supplies to any other person any program or program matter which is intended for broadcasting over any radio station shall, in advance of such broadcast, disclose to such other person any information of which he has knowledge, or which has been disclosed to him, as to any money, service or other valuable consideration which any person has paid or accepted, or has agreed to pay or accept, for the inclusion of any matter as a part of such program or program matter.
- (d) **Waiver of Announcements Under Section 317(d).** The provisions of this section requiring the disclosure of information shall not apply in any case where, because of a waiver made by the Commission under section 317(d) of this title, an announcement is not required to be made under section 317 of this title.
- (e) **Announcement Under Section 317 As Sufficient Disclosure.** The inclusion in the program of the announcement required by section 317 of this title shall constitute the disclosure required by this section.
- (f) **“Service or Other Valuable Consideration” Defined.** The term “service or other valuable consideration” as used in this section shall not include any service or property furnished without charge or at a nominal charge for use on, or in connection with, a broadcast, or for use on a program which is intended for broadcasting over any radio station, unless it is so furnished in consideration for an identification in such broadcast or in such program of any person, product, service, trademark, or brand name beyond an identification which is reasonably related to the use of such service or property in such broadcast or such program.
- (g) **Penalties.** Any person who violates any provision of this section shall, for each such violation, be fined not more than \$10,000 or imprisoned not more than one year, or both.

