

PROGRAMMING AGREEMENT

This Programming Agreement (this "Agreement"), dated as of May 17

2022 is by and between Cumulus Media _____ a Peoria IL _____ limited

liability company, and Southside Mission _____, a Peoria IL _____

WHEREAS, Operator owns or holds certain assets used or useful in the operation of radio station WVEL-AM 1140 (AM/FM), Peoria, IL

WHEREAS, Operator and Programmer desire to enter into this Agreement to enable Programmer to provide certain programming on the Station; and

WHEREAS, it is the parties' intention that this Agreement comply with the Communications Act of 1934, as amended (the "Agt"), and the Federal Communications Commission ("FCC") rules and published policies (collectively, the 'FCC Rules').

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and covenants contained herein, the parties, intending to be legally bound, hereby agree as follows:

Section 1. Programmer's Programming.

1.1 The Program. Programmer's program (individually, the "Program" and collectively, the "Programming") will consist of a live broadcast of [DESCRIPTION OF PROGRAM], or will be provided to Operator on a broadcast quality audio file by overnight delivery or drop box in accordance with Section 15.6 hereof. Programmer shall be solely responsible for any expenses incurred in the production, origination and/or delivery of the Program, which will be hosted by _____ Pastor Craig Williams (the "Host"). If Host is unable to host the Program on any given day, it shall be Programmer's responsibility to find a suitable substitute host, who shall be subject to the prior approval by Operator in its sole discretion. In the event Host should no longer be able to host the Program, Operator shall have the option to terminate this Agreement.

1.2 Program Broadcast. To the extent necessary, Operator shall make studio facilities and board equipment available to Programmer for the transmission of the Program over the Station. Operator shall broadcast, or cause to be broadcast, the Program on the Station on the following day(s) and time(s): _____ Monday between the hours of 4:00 pm and 4:15 pm local time, during the Term (defined herein) of this Agreement. Operator shall have the right to change the broadcast day and/or time of the Program upon 30 days written notice to Programmer. In the event Programmer objects to Operator's proposed change in the day and/or time of the Program broadcast, Programmer shall provide written notice to Operator within ten (10) days of receipt of Operator's notice. In the event the parties cannot agree upon a mutually-agreeable day and time for the Program broadcast from the date that is 30 days after Operator's initial notice to Programmer, Operator shall have the right to terminate this Agreement.

Section 2. Term.

2.1 The term ("Term") of this Agreement shall commence on [COMMENCEMENT DATE] and shall terminate on the earlier of (a) [TERMINATION DATE] or (b) such time as this Agreement is terminated in accordance with Section 13 hereof.

Programmer. If Operator determines, in the exercise of Operator's sole discretion, that any material supplied by Programmer for broadcast on the Station is for any reason unsatisfactory, unsuitable or contrary to the public interest, Operator may, upon prior written notice to Programmer (to the extent time permits such notice), suspend or cancel the broadcast of such material without incurring liability to Programmer. Operator will use reasonable efforts to provide such written notice to Programmer prior to the suspension or cancellation of such material. Programmer shall use reasonable efforts to notify Operator 24 hours in advance of material changes in the Program (or Programming) to be broadcast on the Station.

6.3 Programmer Compliance with Copyright Act. Programmer represents and warrants to Operator that Programmer has unrestricted authority to broadcast its Programming on the Station and that Programmer shall not broadcast any material in violation of the Copyright Act of 1976, as amended (the "Copyright Act"), or the right of any person. All music supplied by Programmer shall be (a) licensed to Programmer from a music licensing agent such as ASCAP, BMI, SESAC or GMR, (b) in the public domain, or (c) cleared at the source by Programmer. Programmer shall be responsible for payment of any performance fees associated with the performance of sound recordings if such fees are imposed during the Term. The right to use programming supplied by Programmer and to authorize its use in any manner shall be and remain vested in Programmer.

6.4 Sales Expenses. Programmer shall be responsible for payment of all expenses attributable to Programmer's sale of advertising time on the Station, including, but not limited to, commissions due to any national sales representative engaged by it for the purpose of selling national advertising which is carried during the Programming it provides to Operator. Programmer represents and warrants that it does not discriminate on the basis of race or ethnicity, and will not accept any advertising which is intended, or have the effect of, discriminating on the basis of race or ethnicity.

6.5 Payola. Neither Programmer nor its employees shall accept any consideration, compensation, gift or gratuity of any kind whatsoever, regardless of its value or form, including but not limited to, a commission, discount, bonus, material, supplies or other merchandise, services or labor (collectively, "Consideration"), whether or not pursuant to written contracts or agreements between Programmer and merchants or advertisers, unless the payer is identified as required by the Act and FCC Rules in the program for which Consideration was provided as having paid for or furnished such Consideration. Upon the execution of this Agreement, Programmer shall provide Operator with a Payola Affidavit executed by Programmer and separate Payola Affidavits executed by each of its employees involved with the Programming provided to the Station, with each Payola Affidavit to be substantially in the form attached hereto as Attachment I. Operator reserves the right, but assumes no obligation to, delete any commercial announcements that do not comply with the requirements of the FCC's sponsorship identification rules and policies as set forth in 47 C.F.R. 73.1212.

6.6 Trademarks. Programmer shall not at any time acquire or claim any right, title or interest of any nature in any call letters, logos, trademarks, or insignia used or useful in the operation of the Station (individually and collectively, the "Trademarks"). In no event may Programmer license such Trademarks to any person or entity. The right to use the Trademarks shall not extend to Programmer or any sponsor of the Program without the prior written consent

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Section 11. Indemnification.

11.1 Programmer's Indemnification. Programmer shall indemnify and hold Operator harmless from and against any and all claims, losses, costs, liabilities, damages, forfeitures and expenses (including reasonable legal fees and other expenses incidental thereto) of every kind, nature and description (collectively, "Damages") resulting from (a) Programmer's breach of any representation, warranty, covenant or agreement contained in this Agreement, (b) Programmer's negligence or willful misconduct or the negligence or willful misconduct of its employees or agents, and (c) violations of the Copyright Act, the Act or FCC Rules, forfeitures imposed by the FCC, slander, defamation or other third-party claims relating to the Programming provided by Programmer, and Programmer's broadcast and sale of advertising time on the Station. The obligations under this section shall survive any termination of this Agreement.

11.2 Operator's Indemnification. Operator shall indemnify and hold harmless Programmer from and against any and all Damages resulting from (a) Operator's breach of any representation, warranty, covenant or agreement contained in this Agreement, (b) Operator's negligence or willful misconduct or the negligence or willful misconduct of its employees or agents, and (c) violations of the Copyright Act, the Act or FCC Rules, forfeitures imposed by the FCC, slander, defamation or other third-party claims relating to programming provided by Operator.

11.3 Limitation. Neither Operator nor Programmer shall be entitled to indemnification pursuant to this section unless such claim for indemnification is asserted in writing delivered to the other party within the time frame set forth in Section I I .5.

11.4 Procedure for Indemnification. The procedure for indemnification shall be as follows:

(a) The party claiming indemnification (the "Claimant") shall promptly give written notice to the party from which indemnification is claimed (the "Indemnifying Party") of any claim, whether between the parties or brought by a third party, specifying in reasonable detail the factual basis for the claim. If the claim relates to an action, suit, or proceeding filed by a third party against Claimant, such notice shall be given by Claimant no later than ten (10) business days after written notice of such action, suit, or proceeding was given to Claimant; provided, that the failure to timely give notice shall extinguish the Claimant's right to indemnification only to the extent that such failure adversely affects the Indemnifying Party's rights.

(b) With respect to claims solely between the parties, following receipt of notice from the Claimant of a claim, the Indemnifying Party shall have thirty (30) days to make such investigation of the claim as the Indemnifying Party deems necessary or desirable. For the purposes of such investigation, the Claimant shall make available to the Indemnifying Party or its authorized representatives the information relied upon by the Claimant to substantiate the claim.

If the Claimant and the Indemnifying Party agree in writing at or prior to the expiration of the 30day period (or any mutually agreed upon extension thereof) to the validity and amount of such claim, the Indemnifying Party shall immediately pay to the Claimant the full amount of the claim or such amount as agreed to by the parties. If the Claimant and the Indemnifying Party do not

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and the time periods for requesting or initiating such review under applicable law or governmental regulation have expired without such request having been made);

(b) by Operator, if Programmer is in material breach of its obligations under this Agreement and has failed to cure such breach within ten (10) days of written notice from Operator;

(c) by Programmer, if Operator is in material breach of its obligations under this Agreement and has failed to cure such breach within ten (10) days of written notice from Programmer;

(d) by Operator, pursuant to Section 1.1, Section 1.2 or Section 6.6 hereof;

(e) by either party, upon (30) days written notice to the other party

(f) the mutual consent of both parties; or

(g) a material change in the Act or FCC Rules that would cause this Agreement to be in violation thereof, and (i) such change has become Final and (ii) this Agreement cannot be reformed in a manner reasonably acceptable to Programmer and Operator to remove and/or eliminate the violation.

Section 14. Representations and Warranties.

14.1 By Operator. Operator represents and warrants to Programmer that (a) it has all requisite limited liability company power and authority to execute and deliver this Agreement and the documents contemplated hereby and to perform and comply with all of the terms, covenants, and conditions to be performed and complied with by Operator hereunder, (b) the execution, delivery, and performance by Operator of this Agreement and the documents contemplated hereby have been duly authorized by all necessary company actions on the part of Operator, (c) this Agreement has been duly executed and delivered by Operator and constitutes the legal, valid, and binding obligation of Operator, enforceable against Operator in accordance with its terms, except as the enforceability of this Agreement may be affected by bankruptcy, insolvency, or similar laws affecting creditors' rights generally and by judicial discretion in the enforcement of equitable remedies, and (d) the execution, delivery, and performance by Operator of this Agreement and the documents contemplated hereby (with or without the giving of notice, the lapse of time, or both): (i) do not require the consent of any third party, (ii) will not conflict with any provision of the organizational documents of Operator; and (iii) will not conflict with, constitute grounds for

termination or, result in a breach of, or constitute a default under, any material agreement, instrument, license, or permit to which Operator is a party or by which Operator is bound.

14.2 By Programmer. Programmer represents and warrants to Operator that (a) it has all requisite power and authority to execute and deliver this Agreement and the documents contemplated hereby and to perform and comply with all of the terms, covenants, and conditions to be performed and complied with by Programmer hereunder, (b) the execution, delivery, and performance by Programmer or this Agreement and the documents contemplated hereby have been duly authorized by all necessary actions on the part of Programmer, (c) this Agreement has been

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15.6 Notices. All notices and other communications required or permitted to be given under this Agreement shall be (a) in writing, (b) delivered by personal delivery, by commercial overnight delivery service, or by facsimile (with written confirmation of receipt), (c) deemed to have been given on the date of personal delivery or the date set forth in the records of the delivery service or on the written confirmation, and (d) addressed as follows (as the same may be changed in accordance with the provisions of this section):

To Programmer:

Facsimile:

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

Facsimile:

To Operator:

Facsimile:

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


c/o Cumulus Media Inc.
3280 Peachtree Road, NW
Suite 2300
Atlanta, GA 30305
Facsimile: (404) 949-0740
Attn: Legal Department

15.7 Severability. If any provision of this Agreement or the application thereof to either party or circumstances shall be held invalid or unenforceable to any extent by any court or governmental authority of competent jurisdiction, the remainder of this Agreement and the application of such provisions shall not be affected thereby and shall be enforced to the greatest extent permitted by law unless the affected provision is material to the benefits or obligations of the parties hereunder, in which case the affected party may terminate this Agreement within thirty (30) days after the order of such court or governmental authority becomes effective. In the event the FCC raises a substantial and material question as to the validity of any provision of this Agreement, the parties hereto shall negotiate in good faith to revise any such provision of this Agreement with a view toward assuring compliance with the Act and FCC Rules, while attempting to preserve, as closely as practical, the intent of the parties as embodied in the provision of this Agreement which is to be so modified.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

[PROGRAMMER]

By: 
Name: RICH ORTEL
Title: DEVELOPMENT MANAGER

[OPERATOR]

By: _____
Name: _____
Title: _____

County _____ 11)
of _____)
State of _____)

ANTI-PAYOLA/PLUGOLA AFFIDAVIT

I, _____, being first duly sworn, hereby states as follows:

1. I am _____ for _____
Position

2. I have acted in the above capacity since _____

3. To my knowledge, no matter has been broadcast by [CALL LETTERS] in [COMMUNITY OF LICENSE & STATE] (the "Station") for which service, money or other valuable consideration has been directly or indirectly paid, promised to, charged, or accepted, by or from any person or entity, which matter at the time so broadcast has not been announced or otherwise indicated as paid for or furnished by such person or entity.

4. I will not pay, promise to pay, request, or receive any service, money, or any other valuable consideration, direct or indirect, from a third party, in exchange for the influencing of, or the attempt to influence, the preparation of presentation of broadcast matter on the Station.

5. Except as set forth in the Appendix to this affidavit, neither I nor my immediate family (which includes any spouse and children under the age of 18) have any present direct or indirect ownership interest in (other than less than 5% of the voting stock in a corporation whose stock is publicly traded), serve as an officer or director of, whether with or without compensation, or serve as an employee of, any person or company engaged in:

- a. the publishing of music;
- b. the production, distribution (including wholesale and retail sales outlets); manufacture or exploitation of music, films, tapes, recordings or electrical transcriptions of any program material intended for radio broadcast use;
- c. the exploitation, promotion, or management of persons rendering artistic, production and/or other services in the entertainment field;
- d. the ownership or operation of one or more radio or television stations;
- e. the wholesale or retail sale of records or CDs made available for purchase by the public; or
- f. advertising on the Station.

Name

Subscribed and sworn to before me
This _____ day of _____ 20____

Notary Public

My Commission expires: _____