

PAID PROGRAMMING AGREEMENT

THIS PAID PROGRAMMING AGREEMENT (this “Agreement”) is made as of **January 11, 2022** by and between **Urban One, Inc. dba Radio One-Charlotte** (“Licensee”), and **Edelman Financial Engines, LLC**, a Delaware limited liability company (“Programmer”).

WHEREAS, Licensee is authorized to operate radio station **WBT(AM/FM)** (the “Station”) licensed to **Charlotte, NC** pursuant to a license issued by the Federal Communications Commission (FCC);

WHEREAS, Programmer desires to utilize the facilities of the Station to broadcast the Programmer Content (as defined below) in conformance with the policies of Licensee, with all rules, regulations, and policies of the FCC, and as set forth herein using the facilities of the Station.

NOW, THEREFORE, in consideration of the foregoing, and of the mutual promises set forth herein, Licensee and Programmer, intending to be bound legally, hereby agree as follows:

Section 1. Programming Time. Licensee agrees to make available to Programmer broadcast time on the Station as set forth in this Agreement. Programmer shall provide the Programmer Content as set forth in this Agreement. Subject to the terms and conditions of this Agreement, Licensee shall broadcast on the Station the Programmer Content delivered by Programmer during the broadcast times specified in Section 3 of this Agreement. All time on the Station not reserved to Programmer pursuant to Section 3 hereof shall be available for use by Licensee.

Section 2. Programmer Content. Programmer shall purchase the following from Licensee during the Term (collectively, the “Programmer Content”):

(a) a one (1) hour block time during the Term on the Station for a program titled “Everyday Wealth with Soledad O’Brien & Jean Chatzky” dealing with financial planning matters (“Program”). Subject to the terms of this Agreement, Licensee shall broadcast the Program on the Station on **Saturday** from **9am to 10am** local time, or at an alternative mutually agreed upon time/day.

(b) commercial announcements to air on the Station, as set forth in Schedule B and Station Order Confirmation (“Order Confirmation”), each attached hereto and incorporated herein by this reference;

Programmer shall be solely responsible for all production associated with the Program, including, without limitation, telephone screeners, introduction, producers, music bumpers, etc. Licensee shall provide one board operator solely to (a) rebroadcast the Program as fed by Programmer on the Station, and (b) to protect the interests and exercise the rights of Licensee pursuant to this Agreement.

Section 3. Use of Time.

(a) During the Term, Licensee shall each week make available to Programmer sixty (60) minutes of broadcast time over the Station, and no longer, on such day and between such times as set forth in Section 2(a) hereof; provided, however, Licensee reserves the right to sell **3 minutes** of commercial inventory per hour as advertising time on and for its own account to be broadcast during the Program (“Station Commercials”). Any broadcast by Programmer exceeding the time frame set forth herein will be considered a material breach of this Agreement. Licensee shall insert or, alternatively at Licensee’s request, Programmer agrees to include an announcement in form satisfactory to Licensee at the beginning, middle and the conclusion of the Programming to clearly indicate that Programmer has purchased the airtime. Programmer shall, at its expense, provide the Programmer Content during that time.

(b) As between Licensee and Programmer, Programmer has exclusive rights to all of its Programming. Licensee may not rebroadcast, simulcast or make available any program in whole or in part of Programmer's broadcast without express written consent of Programmer. Notwithstanding the foregoing, Programmer agrees that Licensee may stream its broadcast of the Programmer Content on Station's website on the Internet and may authorize rebroadcast of its programming on another radio station owned or operated by Licensee or one of its affiliated companies so long as each of the foregoing is substantially a simultaneous rebroadcast of a substantial portion of Station's broadcast programming as long as the broadcast occurs in the **Charlotte** market as defined by Nielsen Audio ("**MSA**"). As between Licensee and Programmer, Licensee shall own all right, title and interest in and to all content provided by Licensee (including, without limitation, Station Commercials, news, traffic, and special reports).

Section 4. Program Origination. Programmer will transmit its programs to the Station's transmitting facilities. Programmer will provide its own phone lines or other mode for such transmission and/or equipment. Program will be delivered to Licensee by Programmer live via satellite feed and Programmer shall provide Licensee (at no cost to Licensee) with necessary authorizations for receiving the Program via the satellite feed. In the event that during the Term hereof Licensee no longer has access to the satellite feed for any non-financial reason or in the event that Programmer elects to make a change such that it is no longer utilizing the satellite, Programmer shall provide Licensee with all equipment and the authorizations necessary to receive the Program at no cost to Licensee.

Section 5. Term. This Agreement shall begin on **January 1, 2022** and shall continue through and including **December 31, 2022** and shall thereafter automatically renew for successive 12 month periods unless either party provides the other party at least thirty (30) days prior written notice of its intention to terminate, or unless sooner terminated pursuant to this Agreement ("**Term**"). Notwithstanding anything to the contrary herein, Programmer and Licensee shall each have the right to immediately terminate this Agreement in the event of a material change in the format of Station.

Section 6. Consideration.

(a) As consideration for the airtime made available hereunder during the Term hereof, Programmer shall grant to Licensee three (3) :60 second in Program spots, fifteen (15) weekly :10 second promos and a :60 spot schedule to run Mondays and Tuesdays, as set forth in Schedule B and Order Confirmation, for the Term ("**Fee**"). The Fee shall be billed to Programmer monthly in arrears based upon the "rates" attributed to the Programmer commercial inventory pursuant to Section 2(a) and 2(b) above (and Schedule B) for the immediately preceding month. Invoices will be issued monthly by Licensee to Programmer for each immediately preceding broadcast or calendar month (as Station is then billing its advertising clients generally) and is due on or before the ninetieth (90th) day after the date of such invoice.

(b) In the event Programmer fails to make payment when due as set forth in Section 6(a) above, Licensee may charge a late payment fee on the unpaid amounts equal to the lesser of: (i) one-and-one-half percent (1 ½%) per month or (ii) the maximum legal rate. In addition, Programmer will be responsible for promptly reimbursing Licensee for all costs of collection including reasonable attorney fees.

Section 7. Licensee Operation of the Station. Licensee shall be responsible for paying all direct and indirect operating costs of the Station excluding costs related to Programmer Content. The Station agrees to maintain the broadcast facility to a high professional and technical standard. To the extent that Programmer's Program and/or commercials are materially interrupted or degraded due to technical problems that are the direct fault of Licensee, then, as Programmer's sole remedy, Licensee shall not be billed for any Licensee commercial announcements or Programmer Content that are materially interrupted or degraded. Exempt from this shall be matters subject to Section 31 of this Agreement.

Section 8. Programmer Responsibility. Programmer shall be solely responsible for all publicity or promotional expenses incurred by Programmer and all expenses incurred by Programmer in the origination and/or delivery of its Programmer Content including, without limitation:

(a) Maintaining and employing all personnel used in the production of programming delivered by Programmer;

(b) Employing its own sales, administrative, management and programming staff;

(c) Insurance costs;

(d) Programmer's own telephone and postal service;

(e) Care of Licensee's equipment supplied to Programmer (if any), other than normal wear and tear.

(f) Payments in advance for use by Programmer of Licensee's toll-free telephone numbers in connection with the Program and payments immediately upon presentation of appropriate invoices for collect calls to Programmer, if any.

(g) Request and Pay in advance, the additional costs for any broadcasts from a remote location, if applicable, but Programmer must request, at least one month in advance, permission from Licensee for such broadcasts, and Licensee has the option to agree to or reject Programmer's request for remote broadcasts in its sole discretion.

(h) Programmer will ensure that no food or drink will be allowed in the Station's studio.

(i) Programmer will provide for attachment to Licensee's station logs a list of all commercial announcements for its programming.

(j) In producing the Programs to be broadcast on the Stations, Programmer will abide by the regulations and restrictions set forth in Schedule A and Schedule C to this Agreement, each attached hereto and incorporated herein by this reference, and shall conform to all FCC rules, regulations and policies and Licensee policy with respect to all of its broadcasts on Station, as amended from time to time.

Section 9. Overriding Responsibility. Programmer recognizes that all obligations of Licensee hereunder are subject to its overriding obligation as a public trustee to serve the needs and interests of the Station's licensed community and to broadcast programming that Licensee views as consistent with those needs and interests and the rules and regulations of the FCC. Licensee, as the Station's licensee, has the (a) authority and obligation to remain in complete control of the operation of the Station, (b) right and obligation to make the ultimate decisions concerning the programming to be broadcast on the Station and (c) unrestricted authority to discharge its obligations to the public and to comply with the rules, regulations, and policies of the FCC. Licensee may terminate the Agreement immediately upon failure of Programmer to abide by FCC rules and regulations and the Station's reasonable policies and procedures or due to any breach by Programmer of the material terms of this Agreement. In the event of such termination by Licensee, Licensee shall be entitled to retain as partial damages all monies theretofore paid to Licensee by Programmer. Licensee's retention of monies as partial damages will not be, or be construed to be, a limitation on any other legal or equitable remedies it may have.

Section 10. Licensee Authority; Preemption. Licensee shall retain the ultimate discretion to (a) reject or refuse to air such portions of Programmer's Content as Licensee may, in its sole discretion, believe is unsatisfactory, unsuitable, or contrary to the public interest, (b) preempt Programmer's Content for the

broadcast of programming that is responsive to the needs of the Station's community of license, (c) reject or edit Programmer Content, in whole or in part, if: (i) such content violates the FCC rules or regulations or violates Station's normal broadcast standards; (ii) such content promotes products or programming which is competitive with the radio broadcast industry, including, without limitation, any audio programming delivered by satellite, cellular phone, PCS, cable, the internet or by any other means; (iii) such content is for or against any local, state or federal candidate for political office; or (iv) Station reasonably believes that such content is offensive or potentially libelous, and/or (d) preempt Programmer Content briefly to air required EAS or EAS Test announcements. Licensee also shall retain the right, within its sole discretion, to interrupt or preempt Programmer's Content, in whole or in part, in order to broadcast on the occurrence of and due to on-air coverage of an event of significant local, regional or national importance or a sporting event desired to be aired by Licensee. Station shall promptly notify Programmer of any such preemption as soon as reasonably practical. In the event of any preemption pursuant to the preceding sentence, Programmer and Station agree, in good faith, to reschedule any pre-empted commercial and/or, if more than 50% of the Program was preempted, the Program at a mutually agreed upon day and time within the fourteen (14) days of such pre-emption; provided, however, that if Licensee and Programmer are unable to reach an agreement within five (5) business days of such pre-emption as to when the preempted Program will be broadcast on such alternative date and time, Programmer shall be entitled to a reduction in the Fee that equals the value of the paid schedule for that week and Licensee shall be under no obligation to broadcast the Program that week.

Section 11. Special Programming Issues.

(a) Licensee will oversee the provision of equal opportunities, lowest unit charge, and reasonable access to political candidates, and compliance with the political broadcast rules of the FCC. Programmer shall cooperate fully with Licensee as Licensee complies with the political broadcast rules of the FCC. In no event shall Programmer allow any political candidate "use" (as such term is defined by the FCC) of the Station through Programmer Content, including, without limitation, during the Program, through interviews or advertising time.

(b) Licensee reserves the right to insert news, weather, traffic and FCC required station identifiers at times during the Program consistent with the general format of the Station.

(c) Licensee reserves the right, in its sole discretion, to broadcast a disclaimer at the beginning and/or ending of the Program regarding Station liability or responsibility with respect to the Program.

(d) Licensee may use Station Commercials for resale to its advertisers or to promote the Station or its events, subject to Section 11(h) below. Station Commercials shall air in accordance with the format clock provided by Programmer pursuant to Section 11(j) below. Station shall be solely responsible for the production and insertion of the Station Commercials into the Program.

(e) Programmer commercials that air on Station may not refer to "WBT".

(f) In no event may Programmer re-sell, accept compensation for or promote any third party in its commercials on Station without the express prior written approval of Station management in each instance (in its sole discretion).

(g) In no event may Programmer re-sell or accept compensation of any kind, directly or indirectly, with respect to the content included in the Program without the on-air disclosures required pursuant to Section 15. Any breach of the foregoing shall be deemed a material incurable breach of this Agreement.

(h) Licensee agrees that during the Term it will not permit the advertising or promotion of any other competitor advertisements between the times during which the Program is broadcast as set forth in Section 2(a) hereof, unless provided by or specifically instructed to do so by Programmer.

(i) Programmer agrees that during the Term, the Program shall be exclusive to Station with respect to broadcast on radio serving any portion of the MSA.

(j) The Program shall be of first-class quality, comparable to similar Programs broadcast by the Station. Production and delivery of the Program shall be made in conformance with Station's technical standards and commercial requirements, complete and suitable in all respects for broadcasting and conforming to Station's standard production and delivery requirements. The Program will be delivered to Station fully produced and ready to air. Programmer shall ensure that Station has a format clock for the Program format that identifies the location of the Licensee Commercials no less than five (5) days prior to each Program.

(k) The Program shall not contain any derogatory or disparaging remarks concerning Station, Licensee, Audacy Communications, or other radio stations owned or licensed by Licensee, or any of their officers, directors, shareholders, employees, licensors, licensees, affiliates, advertisers or sponsors. If any of the foregoing occurs, Station shall have the right to terminate this Agreement immediately.

Section 12. Contests. Programmer will not conduct nor promote any game, contest or promotion on the Station.

Section 13. Programmer's Representations, Covenants, and Warranties. Programmer hereby represents, covenants, and warrants to Licensee that:

(a) Programmer has full power and authority to enter into and carry out this Agreement and is qualified to do business and is in good standing in the State of California. This Agreement has been approved by all necessary action of any governing body of Programmer, and constitutes the valid and binding obligation of Programmer, enforceable in accordance with the terms of this Agreement, subject to applicable bankruptcy, reorganization, insolvency, or similar laws affecting creditors' rights generally, and subject to the application of equitable principles in any proceeding involving the enforcement of any of the provisions of this Agreement and the discretion of the court before which any such proceedings may be brought.

(b) Programmer shall cooperate with Licensee to ensure that all required Station Identification Announcements are broadcast with respect to the Station as required by FCC rules and regulations.

(c) Programmer shall cooperate with Licensee to insure that all required ESA announcements are broadcast with respect to the Station as required by FCC rules and regulations.

(d) As of the date hereof, and throughout the Term, Programmer will have full authority to broadcast Programmer Content on the Station pursuant to the terms and conditions of this Agreement. Programmer shall not broadcast any material in violation of the Copyright Act, that is slanderous or libelous, that contains obscenities, or that is in violation of the rules, regulations, or policies of the FCC or violates the rights of any third party. All music supplied by Programmer shall be: (a) within the repertoire of ASCAP or SESAC or BMI during the Term, (b) in the public domain, or (c) cleared at the source in writing by Programmer.

(e) In the event that any of Programmer's Programming is to be broadcast in whole or in part in any language other than English, Licensee shall have the absolute and unrestricted right to hire, at a cost to be borne solely by Programmer, one or more interpreters fluent in English and the language of the Programming to monitor the Programming, commercial and/or related matters and, at the request of

Licensee, to provide to Licensee or Licensee's General Manager, accurate English language digests or transcripts of such Programming and/or Programming matter.

(f) Programmer is, and shall remain during all times during the Term hereof, fully, properly and validly licensed with the State of California as required by its business operations and shall fully comply with all applicable laws, rules and regulations applicable to Programmer's business operations.

Section 14. Programmer's Indemnification. Programmer shall indemnify and hold Licensee harmless against any and all claims, losses, costs, liabilities, damage, FCC forfeitures, and expenses (including reasonable legal fees and other expenses incidental thereto), arising from (a) Programmer's Content, including, but not limited to, slander, defamation, libel, illegal competition or trade practice, infringement of trademarks or trade names, violation of rights of privacy, and infringement of copyrights and proprietary rights, and any other violation of third party rights, FCC rules or other applicable law and/or (b) any material breach by Programmer of any warranty, representation, obligation or agreement herein. The obligations under this Section shall survive any termination of this Agreement and shall continue in full force and effect notwithstanding any delivery by Programmer, or acceptance or approval by Licensee, of any or all Programmer Content.

Section 15. Licensee's Indemnification. Licensee shall defend, indemnify and hold harmless Programmer from and against any and all claims, losses, costs, liabilities, damage, FCC forfeitures and expenses (including reasonable legal fees and other expenses incidental thereto), arising from (a) Licensee's broadcast of material not furnished by Programmer pursuant to this Agreement, including but not limited to, slander, defamation, libel, illegal competition or trade practice, infringement of trademarks or trade names, violation of rights of privacy, and infringement of copyrights and proprietary rights, any other violation of third party rights, FCC rules or other applicable law and/or (b) any material breach by Licensee of any warranty, representation, obligation or agreement herein. The obligations under this Section shall survive any termination of this Agreement.

Section 16. Payola. Programmer agrees that it will not accept any consideration, compensation, gift or gratuity of any kind whatsoever, regardless of its value or from including, without limitation, 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 in the program for which Consideration was provided as having paid for or furnished such requirements. Programmer agrees to annually, or more frequently at the request of Licensee, execute and provide Licensee with a Payola Affidavit. Programmer represents that Programmer (and any and all on-air Program Hosts) has read Sections 317 and 508 of the Communications Act of 1934), as amended, copies of which are attached hereto as Schedule C. Programmer warrants and represents that Programmer (and any and all on-air Program Hosts) has not and will not accept or agree to accept directly or indirectly any consideration without first obtaining the approval of the Vice President of Licensee (in his/her sole discretion) for the inclusion of any matter in any program or program matter which is intended for broadcast by Station.

Section 17. ServiceMarks; Proprietary Rights. The copyrights, servicemarks, trademarks and all other rights owned and/or used by each party in association with its business ("Marks") are and shall remain the sole and exclusive property of such party. Each party acknowledges that it is not acquiring any rights of any nature whatsoever in the Marks of the other party, other than the limited, nonexclusive, non-transferable, and non-sub licensable license to use the Marks as contemplated in this Agreement during the Term and shall cease all use of the other party's Marks after the Term. Other than to include the Station's call letters and/or frequency to promote the location of the Program's broadcast during the Term, Programmer is granted no other right under this Agreement with respect to the use of any Licensee Marks. The obligations under this paragraph 17 shall survive the expiration or termination of this Agreement.

Section 18. Assignment. Programmer may not assign its rights or obligations under this Agreement to a third party without the express written consent of Licensee and such consent shall not be unreasonably withheld. However, Programmer shall be allowed to assign the Agreement to an affiliate of Programmer without consent from Licensee. The covenants, conditions and provisions hereof are and shall be for the exclusive benefit of the parties hereto and their permitted assigns, and nothing herein, express or implied, is intended or shall be construed to confer upon or to give any person or entity other than the parties hereto and their permitted assigns any right, remedy or claim, legal or equitable, under or by reason of this Agreement. Programmer shall not enter into a local programming and marketing agreement with respect to the Station with any third party, except Mercury Media, without the advance written consent of Licensee. Licensee may assign this Agreement to any party who then operates the Station with written notice to Programmer.

Section 19. Termination; Breach.

(a) In the event that either party shall breach any covenant or condition hereunder, provided that the non-breaching party gives the breaching party notice and a reasonable opportunity to cure such breach, the non-breaching party may terminate this Agreement upon providing ten (10) days' written notice (except in the case of a breach of Schedule A, Sections 11(g), 11(k), 13(f) with respect to material violations of law, 16, or 19(b), (c) or (d), in which case no prior notice is required nor right to cure available) and shall have no further obligation to the other party. Except for a breach of Schedule A or Sections 11(g), 11(k), 13(f) with respect to material violations of law, 16, or 19(b), (c) or (d), before a party may claim a breach or default under this Agreement, it must first give written notice to the other party specifying the act, event, or fact upon which it bases its claim, and request that the other party cure the breach or default if such breach is capable of cure. The other party shall then have a period of ten (10) days after receipt of such written notice within which to affect a cure, although such a period may be shortened or lengthened by written agreement of the parties. If the other party shall cure the alleged breach or default within such ten (10)-day period, it is agreed that the non-breaching party shall not have the right to terminate this Agreement as a result thereof.

(b) If Programmer (or the Program's Host) should commit any act or become involved in any situation or occurrence which, in Station's reasonable opinion, might bring Programmer or Station into public disrepute, contempt, scandal or ridicule, or which might provoke, insult or offend the community, or reflect unfavorably upon Station or any of its sponsors, Station shall have the right to terminate this Agreement immediately.

(c) The Program content aired on the Station shall not violate nor encourage the violation of any rules, policy, guidance or regulations of the FCC, FTC, SEC and/or any state law. If any of the foregoing occurs, Station shall have the right to terminate this Agreement immediately.

(d) In the event of any failure by the Programmer or anyone under the Programmer's direction (including, without limitation, the Host) to comply with Licensee's reasonable directions with respect to on-air material and/or the manner of its delivery or use in accordance with the terms of this Agreement, Station shall have the right to terminate this Agreement immediately.

(e) Notwithstanding any provision of this Agreement to the contrary, Programmer shall have the right to terminate this Agreement for convenience, without cause, upon not less than thirty (30) days written notice to Licensee.

Section 20. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 21. Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior agreements, arrangements, and understandings relating to such subject matter.

Section 22. No Waiver. The delay or failure of either party to assert or exercise any right, remedy, or privilege hereunder, with actual or constructive notice or knowledge of the breach of any representation, warranty, or provision herein, shall not constitute a waiver of any such right, remedy, privilege or breach provided such action is within a reasonable period of time. No waiver shall in any event be effective unless in writing, and shall be applicable only in the specific instance for which given.

Section 23. Attorney's Fees. The prevailing party to any action to enforce any of the terms and conditions of this Agreement shall be entitled to reasonable attorney's fees and costs.

Section 24. Facsimile/Electronic. The parties agree to accept and rely on facsimile or other electronically transmitted signed documents as if they bore original signatures.

Section 25. Amendments. No change, modification or discharge of any or all of its terms and provisions shall be effective unless made in writing and signed by both parties.

Section 26. Headings. The headings used herein are for convenience only and shall not control or affect the meaning or construction of the provisions of this Agreement.

Section 27. Governing Law. The internal laws of the State of Delaware without regard to its conflict of law provisions, and the rules and regulations of the FCC shall govern the construction and performance of this Agreement.

Section 28. Authority of Signatory. Each individual signing this Agreement below personally represents and warrants that such individual has full power and authority to execute and to deliver this Agreement on behalf of the party whose name appears directly below the signature of the individual.

Section 29. Notice. All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing (which shall include notice by facsimile transmission) and shall be deemed to have been duly made and received when personally served, or when delivered by Federal Express or a similar overnight courier service, expenses prepaid, or, if sent by facsimile communications equipment, delivered by such equipment, addressed as set forth below:

To Programmer:

Edelman Financial Engines, LLC

[REDACTED]

Section 30. Relationship of Parties. Neither Programmer nor Licensee will be deemed to be the agent, partner, or representative of the other party to this Agreement, and neither party is authorized to bind the other to any contract, agreement, or understanding.

Section 31. Force Majeure and Facilities Upgrades.

(a) The failure of either party hereto to comply with its obligations under this Agreement due to (i) the need to perform construction at the transmitter site or to move the transmitter site in response to FCC authorization of an improvement to or modification of the Station's operating parameters, or (ii) acts of God, strikes or threats thereof or a force majeure or due to causes beyond such party's reasonable control (excluding the failure to make payments), will not constitute an event of default and neither party will be liable to the other party therefor.

(b) Notwithstanding the provisions of Section 31(a), any failure of Licensee to broadcast the Programs for the reasons described in Section 31(a)(i) and (ii) above beyond a brief interruption in service, due to causes beyond Licensee's control shall entitle Programmer to the remedy set forth in Section 7 with respect to commercial announcements or Programmer Content pre-empted during periods during which Licensee facilities failed or were impaired or were not furnished.

(c) Programmer and Licensee each agrees to exercise its commercially reasonable efforts to remedy the conditions in Section 31(a)(i) and (ii) as soon as practicable.

(d) Notwithstanding the provisions of Section 31(a), any failure or delay by Programmer to provide the Program or any other Programmer Content for the reasons described in Section 31(a)(i) and (ii) above or any other reason shall not entitle Programmer to any reduction in the Fee (or the scheduled Fee for that month) as a result thereof, provided that Licensee shall use reasonable efforts to broadcast such Program or Programming Content at an alternate time at no additional charge to Programmer if Programmer subsequently provides such Program or Programming Content reasonably promptly once the force majeure condition causing the delay is removed.

Section 32. Subject to Laws; Partial Invalidity. The obligations of the parties under this Agreement are subject to the rules, regulations and policies of the FCC and all other applicable laws. If any provision in this Agreement is held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other provision of this Agreement, and in lieu of such provision, there shall be added as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

Section 33. Successors and Assigns. This Agreement shall be binding and inure to the benefit of parties hereto and their respective permitted successors and permitted assigns.

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

LICENSEE:

RADIO ONE – CHARLOTTE

By: _____

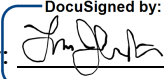
Name:

Title:

Date: _____

PROGRAMMER:

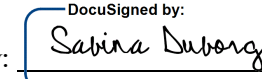
EDELMAN FINANCIAL ENGINES, LLC

DocuSigned by:
By:  _____

Name: Lisa Johnston

Title: SVP, Head of Retail Marketing

Date: 1/11/2022 _____

DocuSigned by:
By:  _____

Name: Sabina Duborg

Title: Head of Procurement

Date: 1/11/2022 _____

SCHEDULE A

REGULATIONS AND RESTRICTIONS

Programmer will take care to observe and exercise reasonable diligence to comply with the following regulations and restrictions in the preparation, writing and broadcasting of the Programs:

I. Respectful of Faiths. The subject of religion and references to particular faiths, tenets and customs will be treated with respect at all times.

II. No Attacks. The Programs will not be used as a medium for attack on any race, ethnic group, gender, nationality, disability, faith, denomination or sect or upon any individual or organization.

III. Controversial Issues. Any discussion of controversial issues of public importance will be reasonably balanced with the presentation of contrasting viewpoints in the course of overall programming; no attacks on the honesty, integrity or like personal qualities of any person or group of persons will be made during the discussion of controversial issues of public importance; and, during the course of political campaigns, the Programs are not to be used as a forum for editorializing about individual candidates. This provision is not meant to restrict the responsible discussion of mutual fund companies, mutual fund managers, insurance companies, annuities, and any other investment product or company that the Programmer is qualified to render an opinion.

IV. No Plugola or Payola. The mention of any business activity or "plug" for any commercial, professional or other related endeavor, except where contained in an actual commercial message of a sponsor, is prohibited. No commercial messages ("plugs") or undue references shall be made in programming presented over the Station to any business venture, profit making activity or other interest (other than noncommercial announcements for bona fide charities, church activities or other public service activities) in which Programmer is directly or indirectly interested without the same having been approved in advance by the Station's General Manager and such broadcast being announced, logged and sponsored. This provision is not meant to restrict the mention of Financial Engines and the associated registered investment advisory services of the Programmer and its affiliates.

V. No Gambling. Any form of gambling or promotion of gambling on the Programs is prohibited. Further, no advertisements for gambling of any sort, or any other promotion of gambling of any sort, shall be permitted.

VI. Required Announcements. Programmer will broadcast any announcements required by applicable law or station policy.

VII. Credit Terms Advertising. Pursuant to rules of the Federal Trade Commission, no advertising of credit terms will be made over the Station beyond mention of the fact that, if desired, credit terms are available.

VIII. No Illegal Announcements. No announcements or promotions prohibited by law of any lottery or game will be made over the Station. Any game, contest or promotion relating to, or to be

presented or promoted over, the Station must be fully stated and explained in advance to Licensee in writing and shall not be mentioned on-air unless approved in advance and in writing by Licensee, which reserves the right, in its discretion to reject any game, contest or promotion.

IX. Licensee Discretion Paramount. In accordance with the 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 Programmer Content proposed to be presented or being presented over the Station which is in conflict with Station policy or which, in Licensee's judgment, would not serve the public interest.

X. Programming Prohibitions. Programmer will not knowingly broadcast any of the following programs or announcements:

- A. False Claims. False, deceptive or unwarranted claims for any product or service.
- B. Unfair Imitation. Infringements of another advertiser's rights through plagiarism or unfair imitation of either program idea or copy or any other unfair competition.
- C. Profanity and Foul Language. Any programs or announcements that are slanderous, obscene, profane, vulgar, repulsive or offensive, either in theme or in treatment.

Licensee may waive any of the foregoing regulations and restrictions in specific instances if, in its opinion, good broadcasting in the public interest is served thereby.