

PROGRAMMING AGREEMENT

This Programming Agreement (this "Agreement"), dated as of October 21, 2023 is by and between Cumulus Radio LLC, a Delaware limited liability company ("Operator"), and TBS Advertising Inc., a New York corporation ("Programmer").

WHEREAS, Operator owns or holds certain assets used or useful in the operation of radio station KNML-AM (FCC Facility ID 68608) (the "Station"); and

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 "Act"), 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 "Against the Spread" 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 Kevin Todd. 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): Saturdays from 9:00am to 10:00am or 10:00am to 11:00am and Sundays from 9:00am to 10:00am 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 thirty (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 thirty (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 October 21, 2023 and shall terminate on the earlier of (a) January 7, 2024 or (b) such time as this Agreement is terminated in accordance with Section 13 hereof.

2.2. This Agreement shall not automatically renew. Ninety (90) days prior to the expiration of the Term there shall be a 14-day renegotiation window ("Renegotiation Window") during which the parties shall exercise good faith efforts to reach an agreement with respect to the renewal of this Agreement for an additional one-year period. In the event the parties have not reached an agreement on renewal by the close of the Renegotiation Window, the Program's timeslot(s) shall be immediately available for resale and Operator shall have the right to begin negotiating with third parties for the sale of that programming time after the expiration of the Term.

Section 3. Consideration. In consideration for the right to air its Program on the Station, Programmer shall pay Operator a fee ("Fee") of ~~Four Hundred Fifty Dollars (\$450) per week~~ (net of agency commissions) during the Term of this Agreement. All payments of the Fee hereunder are due no later than Wednesday of each week during the Term in advance of the Program being aired.

Section 4. Advertising. Programmer may not insert any spots of commercial inventory into any Program.

Section 5. Promotional Announcements. Programmer is entitled to fifteen (15) thirty-second (:30) pre-emptible promotional announcements all of which will be aired at no charge each week, Monday through Friday, 6:00am to 12:00am (midnight), during the Term of this Agreement.

Section 6. Station Programming Policies.

6.1 Operator Authority. Notwithstanding any other provision of this Agreement, Operator shall retain ultimate responsibility to broadcast programming to meet the needs and interests of listeners in the Station's service area. Operator therefore retains the right to broadcast specific programming on issues of importance to the service area. Operator shall also retain the right to interrupt Programmer's Programming in case of an emergency or for programming which, in the good faith judgment of Operator, is of greater local, regional or national public importance. Operator shall coordinate with Programmer the Station's hourly Station identification and any other announcements required to be aired by FCC Rules. Upon request by Operator, Programmer shall provide Operator with such information concerning Programmer's Programming and advertising as is necessary to assist Operator in the preparation of documents or materials to be filed with the FCC or placed in the Station's public inspection file.

6.2 Compliance with the Act and FCC Rules. Programmer shall comply in all material respects with the Act and FCC Rules in the broadcast of its Programming on the Station. Programmer shall furnish or cause to be furnished the artistic personnel and material for its Programming as provided by this Agreement. All advertising spots and promotional material or announcements shall comply in all material respects with applicable law, including the Act and

FCC Rules, and specifically the FCC's sponsorship identification rules and policies (as set forth in 47 C.F.R. § 73.1212) and shall be produced in accordance with quality standards reasonably established by Operator. 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. Notwithstanding the foregoing, should Operator determine, in its sole discretion, that the material supplied by Programmer, either in a single instance or routinely, fans the flames of bigotry, hatred, incites violence, demeans individuals or groups of individuals by reason of their race, gender, religion, disability, sexual orientation, or sexual identity, then Operator may terminate this Agreement immediately upon written notice to Programmer, and Operator may immediately take steps to preempt, cancel and prevent the broadcast of any such material or Program.

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 of Operator in each and every instance, which shall be in Operator's sole discretion. In the event of a breach of this section, Operator may terminate this Agreement upon written notice to Programmer. This section shall survive the expiration or any termination of this Agreement.

Section 7. Access to Programmer Materials and Correspondence.

7.1. Confidential Review. Operator shall be entitled to review at its discretion from time to time on a confidential basis any of Programmer's programming material it may reasonably request. Programmer shall promptly provide Operator with copies of all correspondence and complaints received from the public with respect to the Programs or Station (including any telephone logs of complaints called in) and copies of all Programs. Nothing in this section shall entitle Operator to review the internal corporate or financial records of Programmer.

7.2. Political Advertising. Programmer shall assist Operator in complying with all provisions of the Act and FCC Rules regarding political broadcasting. Operator shall promptly supply to Programmer, and Programmer shall promptly supply to Operator, such information, including all inquiries concerning the broadcast of political advertising, as may be necessary to comply with the Act and FCC Rules, including the lowest unit rate, equal opportunities, reasonable access, political file and related requirements of applicable law. Operator shall provide Programmer with a statement which discloses its political broadcasting rates and policies to political candidates, and Programmer shall follow those rates and policies in the sale of political programming and advertising. In addition, Programmer shall not sell any commercial time at amounts less than those rates contained on Operator's political rate card. In the event that Programmer fails to satisfy the political broadcasting requirements under the Act and FCC Rules, then, to the extent reasonably necessary to assure compliance with such requirements, Programmer shall either provide rebates to political advertisers or release broadcast time and/or advertising availabilities to Operator at no cost to Operator for use by the affected parties.

Section 8. Internet. Nothing herein shall be construed so as to prevent Operator from transmitting the Program over the Internet as part of a contemporaneous stream of all of the Station's programming.

Section 9. Exclusivity. Operator has unlimited and exclusive use of the Program in its Metro Survey Area ("MSA") as defined by Nielsen during the Term of this Agreement. Programmer shall not provide any similar program or service to any other radio or television station, cable system, satellite, MDS or other distributor within the Station's MSA during the Term.

Section 10. Special Events. Operator shall have the right, in its sole discretion, to preempt any broadcasts of the Program in order to air special events. Such events shall include, but not be limited to, news, weather, special sports events and other live programming. Special sports events shall include San Francisco 49ers and Las Vegas Raiders football, Albuquerque Isotopes baseball games, or University of New Mexico football, and basketball games. In the event Operator preempts Programmer's Program (or portions thereof) pursuant to this Section 10, the parties will exercise good faith efforts to reach an agreement with respect to the broadcast of the preempted Program (or Programs) at a mutually-agreeable time. If the parties are unable to reach an agreement within five (5) business days as to when the preempted Program (or Programs) will be broadcast on an alternative date and time, Programmer shall be entitled to a *pro rata* reduction in the Fee to the extent the Program (or Programs) did not air on the Station.

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 11.5.

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 30-day 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 reach an agreement within the 30-day period (or any mutually agreed upon extension thereof), the Claimant may seek any remedy available at law or equity.

(c) With respect to any claim by a third party as to which the Claimant is entitled to indemnification under this Agreement, the Indemnifying Party shall have the right, at its own expense to assume control of the defense of such claim, and the Claimant shall cooperate fully with the Indemnifying Party, subject to reimbursement for actual out-of-pocket expenses incurred by the Claimant as the result of a request by the Indemnifying Party. If the Indemnifying Party elects to assume control of the defense of any third-party claim, the Claimant shall have the right to participate in the defense of such claim at its own expense. If the Indemnifying Party does not assume control, it shall be bound by the results obtained by the Claimant with respect to such claim; provided, that the Claimant shall not settle any third party claim without first giving the Indemnifying Party ten (10) business days' prior notice of the terms of such settlement and such settlement imposes no obligations on the Indemnifying Party vis-à-vis the third party.

(d) If a claim, whether between the parties or by a third party, requires immediate action, the parties will make every reasonable effort to reach a decision with respect thereto as expeditiously as possible.

(e) The indemnification rights provided herein shall extend to the partners, members, shareholders, directors, officers, employees, representatives and successors and permitted assigns of any Claimant; provided, that any indemnification claims by such parties shall be made by and through the Claimant.

11.5 Survival Period. The representations and warranties of the parties under this Agreement shall survive for a period of one (1) year after termination of this Agreement in accordance with its terms. Any claim for indemnification under this section must be made on or before expiration of that one-year period.

Section 12. Insurance. Throughout the Term of this Agreement, Programmer shall maintain media liability insurance with minimum limits of \$1,000,000 per occurrence. Within five (5) business days of the date hereof, Programmer shall provide Operator with a certificate of insurance evidencing proof of the required insurance coverage and shall name Operator as an additional insured/loss party under such policy. The insurance will contain a provision stating

that it cannot be reduced or cancelled unless and until the insurer notifies Operator thirty (30) days prior as a certificate holder. The insurance policy must be issued by an insurance carrier that is (a) reasonably acceptable to Operator with a rating of A or better, and (b) authorized to do business in the state in which the Station is located.

Section 13. Termination. This Agreement may be terminated by either Operator or Programmer by written notice to the other, if the party seeking to terminate is not then in material breach hereof, and only upon the occurrence of any of the following:

(a) subject to Section 15.7 hereof, if this Agreement is declared invalid or illegal in whole or material part by an order or decision of a governmental authority or court of competent jurisdiction and such order or decision has not been stayed or has become "Final" (meaning that it is no longer subject to further administrative or judicial reconsideration or review 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, Section 6.2 or Section 6.6 hereof;

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

(f) by Operator upon fourteen (14) days written notice if Operator changes the format of the Station;

(g) the mutual consent of both parties; or

(h) 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 of, 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 of 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 duly executed and delivered by Programmer and constitutes the legal, valid, and binding obligation of Programmer, enforceable against Programmer 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, (d) the execution, delivery, and performance by Programmer 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 Programmer; and (iii) will not conflict with, constitute grounds for termination of, result in a breach of, or constitute a default under, any material agreement, instrument, license, or permit to which Programmer is a party or by which it is bound, and (e) all ideas, creations, materials and intellectual properties used by Programmer with respect to the Programming provided to Operator hereunder will be of its own original creation except for materials in the public domain or materials which it is fully licensed to use, and all materials furnished by Programmer and the use thereof by Programmer or its designees will not infringe upon or violate any rights of any kind whatsoever of any person or entity.

In addition,

- (i) Programmer represents herein that ☐ it is ☐ is not a "foreign governmental entity." For purposes of the preceding sentence, a "foreign governmental entity" includes one of the following categories: (w) a government of a foreign country (as defined in 22 U.S.C. § 611(e) (FARA)), (x) a foreign political party (as defined in 22 U.S.C. § 611(f) (FARA)), (y) an agent of a foreign principal, and (z) a U.S.-Based Foreign Media Outlet, as identified on the FCC's semi-annual reports. Programmer will promptly disclose to Operator if Programmer becomes a "foreign governmental entity" during the term of this Agreement.
- (ii) Programmer represents herein that, to its knowledge,

- a. ☐ no persons who are involved in the production or preparation of any Program and/or who supplies to any other person any portion of the Programming have received payment or accepted valuable consideration from a "foreign governmental entity" with respect to the Programming; or
- b. ☐ Certain persons who are involved in the production or preparation of any Program and/or who supplies to any other person any portion of the Programming have received payment or accepted valuable consideration from a "foreign governmental entity" with respect to the Programming.
- c. For purposes of this Section, "valuable consideration" may include the programming itself, such as in the case of a foreign governmental entity furnishing a political program or any program involving the discussion of a controversial issue to a party in the distribution chain for no cost and as an inducement to air that material.

In the event that Programmer is a "foreign governmental entity" or checks subsection (ii)(b) above, Programmer shall include at the beginning and end of the Program the following: "The [following/preceding] Programming was paid for by, either in whole or in part, by [name of foreign governmental entity], on behalf of [name of foreign country]."

Programmer shall provide prompt notice to Licensee in the event at any time during the term of this Agreement the representations set forth above become untrue or are likely to become untrue.

Section 15. Miscellaneous.

15.1 Assignment.

(a) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(b) Neither party may assign its rights and obligations under this Agreement without the prior written consent of the other party; provided, that Operator may assign its rights and obligations under this Agreement at any time to (i) any subsidiary of Operator or to any other party under common control with Operator, and (ii) any party who enters into an agreement with Operator to purchase all or substantially all of the assets of, or ownership interests in, the Station.

15.2 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original but both of which together will constitute one and the same instrument. Signatures delivered by facsimile or electronically shall be deemed sufficient to render this Agreement effective and binding.

15.3 Entire Agreement. This Agreement (including any Attachments hereto) embodies the entire agreement and understanding of the parties relating to the subject matter hereof and supersedes any and all prior and contemporaneous agreements and understandings of

the parties. No amendment to this Agreement will be effective unless evidenced by a document signed by both parties.

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

15.5 Governing Law. The construction and performance of this Agreement will be governed by the laws of the State of New Mexico without regard to conflict of law principles.

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: TBS Advertising Inc.
4250 Veteran Memorial Highway
Suite 2060 West
Holtsville, NY 11741

To Operator: Cumulus Radio LLC
500 4th Street NW 5th Floor
Albuquerque, NM 87102
Attn: Market Manager

With a copy (which shall
not constitute notice) to: Cumulus Media Inc.
780 Johnson Ferry Road
Suite 500
Atlanta, GA 30342
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.

15.8 No Joint Venture. Nothing in this Agreement shall be deemed to create a joint venture between Operator and Programmer.

15.9 Remedies. In the event that either party breaches or threatens to breach any provision of this Agreement, the other party shall be entitled to seek any remedy available at law or equity, including, if appropriate, specific performance. Notwithstanding anything to the contrary in this Agreement, the remedy of specific performance will be available to Programmer and Operator for any breach or threatened breach by the other party of its obligations under Sections 6.1 and 6.2 of this Agreement. If either party seeks specific performance for an actual or threatened breach of such obligations, the other party shall waive the defense that the moving party has an adequate remedy at law. If either party institutes litigation to enforce its rights under this Agreement, the prevailing party shall be reimbursed by the other party for all reasonable expenses incurred thereby, including reasonable attorneys' fees.

15.10 Waiver. No waiver of any provision of this Agreement shall be effective unless contained in a writing signed by the party charged with the waiver. A waiver in any one instance shall not constitute a waiver of any other action or omission in any other instance, regardless of how similar to the action or omission covered by the waiver. No delay in either party's enforcement of any right hereunder shall, in and of itself, be deemed to be a waiver.

15.11 Force Majeure. Any failure or impairment of the Station's facilities or any delay or interruption in the broadcast of programs, or failure at any time to furnish facilities, in whole or in part, for broadcast, due to Acts of God, disease, epidemic, pandemic, quarantine, acts of government, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods and any other cause not reasonably within the control of Operator, shall not constitute a breach of this Agreement and neither party shall have any obligation to the other during the period that the Station's facilities are subject to a force majeure event.

[Remainder of the Page Intentionally Left Blank; Signatures on the Following Page]

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

TBS ADVERTISING INC.

By: K Todd

Name: Kevin Todd

Title:

Vice Prez

CUMULUS RADIO LLC

By: _____

Name: Jeff Berry

Title: VP/Market Manager

ATTACHMENT I

Payola Affidavit

County of _____

State of _____

SS:

ANTI-PAYOLA/PLUGOLA AFFIDAVIT

I, Kevin Todd, being first duly sworn, hereby states as follows:

1. I am Vice Pres for TBS Advertising, Inc.
Position
2. I have acted in the above capacity since 9/1/2010.
3. To my knowledge, no matter has been broadcast by KNML-AM in Albuquerque, NM (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.

Kevin Todd

Name – Kevin Todd

Subscribed and sworn to before me

This _____ day of _____, 20__.

Notary Public

My Commission expires: _____.

PROGRAMMER NOTIFICATION AND CERTIFICATION REGARDING FOREIGN GOVERNMENT-SPONSORED PROGRAMMING

Under regulations of the Federal Communications Commission ("FCC"), Licensee is required to make public disclosure at the time of broadcast (including specific on-air disclosure of the sponsoring entity and its associated country) when any **"foreign governmental entity"** as defined under the FCC's rules pays for, sponsors or furnishes program time on broadcast stations licensed to Licensee. The FCC's rules require that we provide certain notifications to, and make certain inquiries of, any individual or organization leasing program time (the "Programmer"), or the advertising agency on its behalf.

Section I: Notification of the FCC's Foreign Sponsorship Disclosure Requirement

We hereby notify you of the FCC's foreign sponsorship disclosure requirement, as set forth in Attachment A.

Section II: Applicability of the FCC's Foreign Sponsorship Disclosure Requirement

Please refer to the definitions contained in Attachment B and answer the questions below:

1. Is the Programmer a **"government of a foreign country"** as defined by the Foreign Agents Registration Act (FARA)? yes ☒ no
2. Is the Programmer a **"foreign political party"** as defined by FARA? yes ☒ no
3. Is the Programmer an **"agent of a foreign principal"** under section 611(a) of FARA which:
 - a. is registered with the Department of Justice as an **"agent of a foreign principal"**;
 - b. has as its **"foreign principal"**:
 - i. a **"government of a foreign country,"** as defined by FARA;
 - ii. a **"foreign political party,"** as defined by FARA; OR
 - iii. a person/entity that is directly or indirectly operated, supervised, directed, owned, controlled, financed or subsidized by a **"government of a foreign country"** or by a **"foreign political party,"** each as defined by FARA; AND
 - c. is acting in its capacity as an **"agent of such foreign principal"** in providing the programming?
yes ☒ no
If "yes," provide the following –
Name of foreign government entity: _____
Name of foreign country: _____
4. Is the Programmer a **"U.S.-based foreign media outlet"** as defined by section 722 of the Communications Act of 1934? yes ☒ no
 - a. If the answer to Question 4 is "yes," has the Programmer filed a report with the FCC?
yes ☒ no
5. Is the Programmer aware of any individual or entity further back in the chain of producing or distributing the programming that will be broadcast on Licensee's stations who might qualify as a **"foreign governmental entity"** and has provided some form of consideration as an inducement to air the programming? yes ☒ no

- a. If the answer to Question 5 is "yes," please explain, including by providing the entity's name and the foreign country on whose behalf the entity is acting:

If the answer to any of the Questions in Section II is "yes," complete Section III. If the answer to all of the Questions in Section II is "no," skip to Section IV.

Section III: Compliance with the FCC's Foreign Sponsorship Disclosure Requirement

1. Will the material to be broadcast already contain a "**conspicuous statement**" pursuant to FARA that contains a disclosure about the foreign country associated with the individual/entity that has sponsored, paid for, or furnished the material being broadcast? (Note that, if the primary language of the programming is other than English, the disclosure statement must be made in the primary language of the programming and no additional disclosure in English is required.)
____yes ~~____no~~
2. If the answer to Section III, Question 1 is "no," Programmer agrees to include the following FCC-required disclosure statement in the programming supplied for broadcast on Licensee's broadcast station(s):

"The [following/preceding] programming was [sponsored, paid for, or furnished], either in whole or in part, by [name of foreign governmental entity] on behalf of [name of foreign country]."

In the case of video programming, the foreign governmental entity and the country represented shall be identified with letters equal to or greater than four percent of the vertical picture height that air for not less than four seconds.

At a minimum, the required announcement will be made at both the beginning and conclusion of the programming. For programming of greater than sixty minutes in duration, the required announcement shall be made at regular intervals during the broadcast, but no less frequently than once every sixty minutes.

If the primary language of the programming is other than English, the disclosure statement must be made in the primary language of the programming and no additional disclosure in English is required.

____yes

3. By no later than 5 days after the end of each calendar quarter, Programmer agrees to supply Licensee with copies of all disclosures made under the foreign sponsorship disclosure requirement and the name, date, and time that the program aired. In the case of repeat airings of a program, all additional dates and times should be included. Where an aural announcement is made, its contents must be reduced to writing. Please supply this information in the format included in Attachment C hereto.

____yes

Section IV: Certification

By its certification below, Programmer (or its ad agency on Programmer's behalf) acknowledges and agrees that Programmer has an independent responsibility under 47 U.S.C. § 507(b) and (c) to communicate information to Licensee relevant to determining whether a disclosure is needed, including by truthfully responding to the inquiries above, and to inform Licensee if, during the course of the lease arrangement, it becomes aware of any information that would (a) cause the information provided herein to be inaccurate or (b) trigger a disclosure pursuant to the foreign sponsorship disclosure requirements, including a change in Programmer's status.

I hereby certify that the information provided above is true and accurate to the best of my knowledge, information, and belief formed after reasonable inquiry.

Thank you for your cooperation in our efforts to comply with these federal legal requirements. Please sign and date below and return the completed form to us as soon as possible.

Paid Programmer Name: TBS Advertising, Inc

Signature of Programmer's Authorized Signer: _____

Kevin Todd

Print Name and Title: Kevin Todd

Date: 10-19-23

OR

Ad Agency on Behalf of Paid Programmer: _____

Signature of Agency Authorized Signer: _____

Print Name and Title: _____

Date: _____

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Licensee has searched the sources of information below to determine whether Programmer's name or the names of any of the entities disclosed in response to the Questions above and confirmed that none of the relevant names appear in either database.

1. The Department of Justice's Foreign Agents Act (FARA) website, available at:
<https://efile.fara.gov/ords/fara/f?p=1235:10>
2. The FCC's semi-annual U.S.-based foreign media outlets reports, available at:
<https://www.fcc.gov/united-states-based-foreign-media-outlets>

Note: If the name of Programmer or any of the entities disclosed in response to the Questions above appears in either database, Licensee must ensure that required disclosures are made in connection with the programming and that required information is included in the public file.

Print Name and Title of Station Representative: _____

Signature of Station Representative: _____

Date: _____

ATTACHMENT A: THE FCC'S FOREIGN SPONSORSHIP DISCLOSURE REQUIREMENT

47 C.F.R. § 73.1212(a) and (d) of the Commission's rules require that a broadcast station disclose when it transmits: (i) any matter for which money, service, or other valuable consideration is either directly or indirectly paid or promised to, or charged or accepted by the station; or (ii) political broadcast matter or any broadcast matter involving the discussion of a controversial issue of public importance for which any film, record, transcription, talent, script, or other material or service of any kind is furnished, either directly or indirectly, to the station.

Under 47 C.F.R. § 73.1212(j) of the Commission's rules, where the above material has been aired pursuant to the lease of time on the station and has been provided by a foreign governmental entity, the station must make the following disclosure:

"The [following/preceding] programming was [sponsored, paid for, or furnished], either in whole or in part, by [name of foreign governmental entity] on behalf of [name of foreign country]."

The Commission's rules further provide that such a disclosure is not necessary if (i) the material broadcast contains a conspicuous statement pursuant to the FARA (see *Attachment B*) that (ii) contains a disclosure about the foreign country associated with the individual/entity that has sponsored, paid for, or furnished the material being broadcast.

The full text of the Commission's foreign sponsor disclosure requirement is set forth in 47 C.F.R. § 73.1212(j) (available at <https://www.ecfr.gov/current/title-47/chapter-I/subchapter-C/part-73/subpart-H/section-73.1212>), and additional information regarding the requirement is contained in the order adopting the requirement (available at https://docs.fcc.gov/public/attachments/FCC-21-42A1_Rcd.pdf).

ATTACHMENT B: GLOSSARY OF STATUTORY TERMS AND RESOURCES

Statutory Definitions

The term **"foreign government entity"** includes any of the following:

1. A **"government of a foreign country"** under FARA, which "includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States." 22 U.S.C. § 611(e).
2. A **"foreign political party"** under FARA, which "includes any organization or any other combination of individuals in a country other than the United States, or any unit or branch thereof, having for an aim or purpose, or which is engaged in any activity devoted in whole or in part to, the establishment, administration, control, or acquisition of administration or control, of a government of a foreign country or a subdivision thereof, or the furtherance or influencing of the political or public interests, policies, or relations of a government of a foreign country or a subdivision thereof." 22 U.S.C. § 611(f).
3. An **"agent of a foreign principal"** under FARA, which includes "any person who acts as an agent, representative, employee, or servant, or any person who acts in any other capacity at the order, request, or under the direction or control, of a foreign principal or of a person any of whose activities are directly or indirectly supervised, directed, controlled, financed, or subsidized in whole or in major part by a foreign principal, and who directly or through any other person," does any of the following:
 - a. engages with the United States in political activities in the interests of the foreign principal;
 - b. performs public relations in the United States in the interests of the foreign principal;
 - c. raises or spends money in the United States in the interests of the foreign principal; or
 - d. represents the foreign principal's interests before a federal agency or official in the United States. 22 U.S.C. § 611(e), (g), (h), (i).

Note that:

- a. An **"agent of a foreign principal"** includes "any person who agrees, consents, assumes or purports to act as, or who is or holds himself out to be, whether or not pursuant to contractual relationship, an agent of a foreign principal." 22 U.S.C. § 611(e).
- b. An **"agent of a foreign principal"** excludes any United States-organized a new or press service, provided that it is at least 80 percent beneficially owned by, and all of its officers and directors, if any, are citizens of the United States; it is not owned, directed, supervised, controlled, subsidized, or financed; and none of its policies are determined by any foreign principal, or by any agent of a foreign principal required to register as an "agent of a foreign principal" with the Department of Justice. 22 U.S.C. § 611(d).
4. A **"foreign principal"** under FARA includes "a government of a foreign country and a foreign political party; a person outside of the United States, unless it is established that such person is an individual and a citizen of and domiciled within the United States, or that such person is not an individual and is organized under or created by the laws of the United States or of any State or other place subject to the jurisdiction of the United States and has its principal place of business within the United States; and a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country." 22 U.S.C. § 611(b).

A **"conspicuous statement"** under FARA is a "conspicuous statement that the materials are distributed by the agent on behalf of the foreign principal, and that additional information is on file with the Department of Justice." 22 U.S.C. § 614(b).

The term **"United States-based foreign media outlet"** means an entity that "(a) produces or distributes video programming that is, or is intended to be, transmitted by a multichannel video programming distributor to United States consumers; and (b) would qualify as an 'agent of a foreign principal' if not for its status as a news or press service." 47 U.S.C. § 624(a).

Foreign Entity Registrations

- A list of entities that are actively registered with the DOJ is available on the DOJ's website at: <https://efile.fara.gov/ords/fara/f?p=1235:10>
- The Commission's semi-annual U.S.-based foreign media outlets reports are available on the FCC's website at: <https://www.fcc.gov/united-states-based-foreign-media-outlets>

ATTACHMENT C