

ATTACHMENT D

CERTIFICATE OF COMPLIANCE

On behalf of the licensee of radio stations [*WYRG*] (the "Stations"), I hereby certify that a notice of the filing of an application for Federal Communications Commission ("FCC") consent to the transfer of control of the FCC licenses for the Stations from the Current Shareholders of Cumulus Media Inc. to the Shareholders of Cumulus Media Inc. (as Reorganized) has been accomplished in the manner prescribed by Section 73.3580 of the Rules and Regulations of the FCC (the "Public Notice Rule").

The attached notice appeared in Not Required
on the following dates:

The attached notice also was broadcast over each of the Stations on the dates specified below, within the time periods required by the Public Notice Rule:

4/4/18
4/5/18
4/6/18
4/7/18

Signature: Pari True
Title: Business Manager
Date: 4/24/10

ATTACHMENT A

Public Notice

On March 22, 2018, an application was filed seeking FCC consent to the transfer of control of the licenses for the following radio broadcast stations from the Current Shareholders of Cumulus Media Inc. to the Shareholders of Cumulus Media Inc. (as Reorganized): [WFMS-FM 95.5, Fishers, IN, WJK-FM, 104.5, Noblesville, IN and WYRG-FM 93.9, Lawrence, IN].

The officers, directors and parties holding an attributable interest in the transferor prior to the transfer of control are John F. Abbot, Jan Baker, Mary G. Berner, Jill Bright, Richard S. Denning, John W. Dickey, Lewis W. Dickey, Jr., Ralph B. Everett, Suzanne M. Grimes, Jeffrey A. Marcus, Todd McCarty, Ross A. Oliver, Suzanne G. Smith, Radio License Holding SRC LLC, Susquehanna Radio Corp., Susquehanna Media Co., Susquehanna Pfaltzgraff Co., CMP Susquehanna Corp., CMP Susquehanna Radio Holdings Corp., Cumulus Radio Corporation, Cumulus Intermediate Holdings Inc., Cumulus Media Holdings Inc., Cumulus Media Inc., and Crestview Radio Investors, LLC.

Crestview Radio Investors, LLC is controlled by Crestview Partners II, L.P., Crestview Partners II GP, L.P., and Crestview, L.L.C. Parties with attributable ownership interests in those controlling entities are Jeffrey A. Marcus, Barry S. Volpert, Thomas S. Murphy, Jr., Richard M. DeMartini, Robert V. Delaney, Evelyn C. Pellicone, Ross A. Oliver, Brian Cassidy, Quentin Chu, Robert J. Hurst, and various trusts and other entities formed by these members.

The executive officers, directors and attributable interest holders of Reorganized Cumulus Media Inc. will be Mary G. Berner, Andrew W. Hobson, Brian G. Kushner, Joan H. Gillman, Thomas H. Castro, Matthew C. Blank, David M. Baum, John F. Abbot, Richard S. Denning, Suzanne M. Grimes, Todd McCarty, Suzanne G. Smith, Radio License Holding SRC LLC, Susquehanna Radio LLC, Susquehanna Media LLC, Susquehanna Pfaltzgraff LLC, CMP Susquehanna LLC, CMP Susquehanna Radio Holdings LLC, Cumulus Radio LLC, Cumulus Intermediate Holdings LLC, Cumulus Media Holdings Inc., Intermediate Co., and SP Signal, LLC. SP Signal, LLC's sole attributable interest holder is SP Signal Manager, LLC. SP Signal Manager, LLC's sole attributable interest holder is Edward A. Mulé.

A copy of the application is available at www.fcc.gov



INVOICE

PAY THIS AMOUNT: \$0.00

Remit To: 3666 Momentum Place
 Chicago, IL 60689-5336
 Station: Cumulus Indianapolis - WYRG-FM
 Phone#: 317-842-9550

Bill To: CUMULUS MEDIA - FCC PUBLIC NOTICE
 6810 N. SHADELAND AVE.

INDIANAPOLIS, IN 46220

Invoice #: 1080842871
 Invoice Date: 04/08/18
 Order #: 51234

Advt#285966

Acct Exec: Indianapolis House
 Estimate #:
 Description: FCC PUBLIC NOTICE

Terms: Due on Receipt

| Day | Date | Time | Len | Line # | Rate | Cl | Product |
|-----|----------|--------|-----|--------|--------|----|------------------------|
| Wed | 04/04/18 | 5:55PM | 120 | 628958 | \$0.00 | C | FCC PUBLIC NOTICE WFMS |
| Thu | 04/05/18 | 5:54PM | 120 | 628958 | \$0.00 | C | FCC PUBLIC NOTICE WFMS |
| Fri | 04/06/18 | 5:55PM | 120 | 628958 | \$0.00 | C | FCC PUBLIC NOTICE WFMS |
| Sat | 04/07/18 | 4:21PM | 120 | 628958 | \$0.00 | C | FCC PUBLIC NOTICE WFMS |

Amount Due \$0.00

Total Spots 4

Terms: Due on Receipt

Sales Order

Advertiser **CUMULUS MEDIA - FCC PUBLIC NOTICE**
Agency

New / Revision **New**
Start Date **04/04/18**
End Date **04/07/18**
Month Type **Broadcast**
Billing Cycle **End of Flight**

Bill To **CUMULUS MEDIA - FCC PUBLIC NOTICE**
6810 N. SHADELAND AVE.

INDIANAPOLIS, IN 46220

Co-op **No**
Co-op Product
Notarized **N**
of Invoices **1**
Make Goods **Ask AE**
Income Type **Promo / PSA**
Local Income Type **Promo/PSA**
Competitive Code **Various / Other** **Advt#285966**

Account
Executive **Indianapolis House**
Contract #
Estimate #
Description **FCC PUBLIC NOTICE**
Stratus # **51234**
Special Instructions
Contact

Order Entered **04/03/18**

Schedule

| # | Sponsor Log Name Revenue Types | Length Rate Line# | Start Date End Date | Start time End time | Auto Weekly | #/ Wk | M | T | W | T | F | S | S | Total |
|---|--|-----------------------|-----------------------------------|------------------------|----------------|-------|---|---|---|---|---|---|---|-----------------|
| 1 | FCC NOTICE MUST RUN Promo / PSA / Promo/PSA | 120 0.00 628958 | 04/04/18 04/07/18 All Weeks | 4:00PM 6:00PM | N | | | | 1 | 1 | 1 | 1 | | 0.00 4 Spots |

| | | | | | |
|---------------|---------------|---------------|---------------|---------------|---------------|
| Apr 18 = 0.00 | May 18 = 0.00 | Jun 18 = 0.00 | Jul 18 = 0.00 | Aug 18 = 0.00 | Sep 18 = 0.00 |
| Oct 18 = 0.00 | Nov 18 = 0.00 | Dec 18 = 0.00 | Jan 19 = 0.00 | Feb 19 = 0.00 | Mar 19 = 0.00 |

Total Contract Value: 0.00 Total Due: 0.00 4 Spots

Client Acceptance: _____ **Date:** _____

Account Executive: 4/3/2018 9:29:12 AM by Lori True

Sales / Market Manager: 4/3/2018 12:09:24 PM by Sherry, Anno

Business Manager: 4/3/2018 12:12:31 PM by Jean Pratt

Traffic Manager: 4/3/2018 12:30:50 PM by Tyler Pittman

V 5.3

ALL ORDERS SUBJECT TO THE STANDARD TERMS AND CONDITIONS ATTACHED HERETO

STANDARD TERMS AND CONDITIONS

1. PARTIES

For purposes of this agreement:

- "Station" shall refer to radio stations owned and operated by Cumulus Broadcasting LLC and/or Cumulus Media Partners LLC, the licensee(s), which will broadcast the announcements or programs as provided for hereunder.
- "Advertiser" shall mean the person, firm, or corporation whose goods, services, or the like are the subject(s) of the radio time contracted for herein.
- "Agency" shall mean the advertising agency, if any, that authorized the purchase of radio time from the Station.
- "Advertiser/Agency" shall mean "Advertiser" if an agency is not involved with this agreement, and shall mean "Advertiser and/or Agency" if an agency is involved with this agreement.

2. AGENCY AS AGENT FOR ADVERTISER

Agency acknowledges and represents that it is acting as an agent for and on behalf of Advertiser. Agency further acknowledges and represents that it has actual authority to enter into this agreement for and on behalf of Advertiser. If an agency is involved with this agreement, Agency and Advertiser shall be jointly and severally liable for all payments to be made to Station under this agreement.

3. PAYMENT AND BILLING

- Station will invoice Advertiser/Agency not less than monthly.
- Station's invoices for broadcasts, announcements, or other services provided under this agreement shall be deemed correct unless proven otherwise, and shall be, in the case of broadcasts or announcements, based on Station's log.
- Upon Advertiser's/Agency's request, Station shall furnish an affidavit or certification of performance at the time of billing. Unless the request is received prior to billing, the request for an affidavit or certification of performance shall not act as a condition precedent to any payment or the time of any payment called for under this agreement.
- Payment by Advertiser/Agency is due on receipt of invoice and is considered past due at 30 days. Payments not made within 30 days shall bear interest at the rate of 1½ percent per month or the maximum amount permitted by law, if less than 1½ percent per month. If Advertiser/Agency fails to make payments as provided for herein, or if Advertiser/Agency fails to comply with any other provision of this agreement, notwithstanding any other contract provision, Station shall have the right, in addition to any other rights it may have, without notice, to cancel or suspend any broadcasting or to cancel this agreement. Station reserves the right to revoke any agency commission, in whole or in part, in the event that payments are not made as provided for herein.

4. TERMINATION

Either party may terminate this agreement by giving the other party 14 days prior written notice. If Advertiser/Agency so terminates this agreement, it shall pay Station at the rate on which this agreement is based up to the effective date of termination. If Station so terminates this agreement, Advertiser/Agency will either agree with Station on a satisfactory substitute day or time for continuance of the broadcast or announcements covered by this agreement at the rates on which this agreement is based for such substitute time, or if no such agreement can be reached, Advertiser/Agency will pay Station according to the rates specified herein for all broadcasts or announcements previously rendered by Station. Station may terminate this agreement at any time upon breach by Advertiser/Agency. In the event of termination hereunder, neither party shall be liable to the other party otherwise than as specified in this agreement.

5. SUBSTITUTION OF PROGRAMS OF PUBLIC IMPORTANCE OR IN THE PUBLIC INTEREST

- Station shall have the right to cancel any broadcast or announcement or any portion thereof covered by this agreement in order to broadcast any program that Station, in its absolute discretion, deems to be of public importance or in the public interest. In such case, Station will notify Advertiser/Agency in advance, if reasonably possible, but if not, within a reasonable time after such broadcast or announcement has been canceled.
- In the event that any broadcast or announcement is canceled under paragraph 5(a) above, Advertiser/Agency and Station will agree on a satisfactory substitute day and time for the broadcast or announcement, or if no such agreement can be reached within 7 days after notice of cancellation, the broadcast or announcement will be considered canceled without affecting the rates or rights provided under this agreement, except that Advertiser/Agency shall not be required to pay for the cancelled broadcast or announcement.

6. FAILURE TO BROADCAST

If, due to public emergency or necessity, restrictions imposed by law, acts of God, labor disputes, or for any other cause, including mechanical, electronic or technical breakdowns beyond Station's control, there is an interruption or omission of any program or commercial announcement contracted to be broadcast hereunder, Station shall not be in breach hereof, but upon agreement with Advertiser/Agency, Station shall substitute a reasonable equivalent date and time for the broadcast of the interrupted or omitted program or commercial announcement. If no such substitute time is available or agreed upon between the parties, the time charges allocable to the interrupted or omitted program or commercial announcement will be waived.

7. RATE PROTECTION

Station reserves the right at any time, upon 30-days written notice, to change the rates, discounts, or charges hereunder.

8. COMMERCIAL MATERIALS; INDEMNIFICATION

- This agreement is not exclusive as to Advertiser's business, products, or services and Station remains free to solicit and broadcast programs or announcements of other advertisers whether or not they are in competition with Advertiser's business, products, or services. All commercial materials, audio or video tapes, programs, or other similar materials shall be furnished and delivered to Station at Advertiser's/Agency's sole expense. Such materials, together with any instructions pertaining thereto, shall be delivered at least 48 hours in advance of the scheduled broadcast or announcement. All materials furnished for broadcast shall not be contrary to the public interest and shall conform to Station's then-existing program and operating policy and quality standards, and are subject to Station's prior approval and continuing right to reject or require editing of such materials. No advertising matter, announcement, or program that may be deemed, in the Station's sole discretion, injurious or prejudicial to the public's interest in the Station, or honest advertising and reputable business in general will be accepted. Station may destroy or dispose of any commercial material 60 days after the last broadcast hereunder, unless otherwise instructed in writing by Advertiser/Agency.
- Notwithstanding Station's approval rights in paragraph 8(a), Advertiser/Agency shall indemnify and hold Station, its agents, employees, and officers harmless from and against all claims, damages, obligations, liabilities, costs and expenses, including attorneys' fees, that arise out of or result from any broadcast, preparation of any broadcast, or contemplated broadcast of materials furnished by or on behalf of Advertiser/Agency, or furnished by Station at Advertiser's/Agency's request for use in connection with commercial material, including but not limited to those arising out of or that result from libel, slander, invasion of privacy rights, or infringement of any proprietary rights. Advertiser/Agency warrants that all materials furnished to Station truly represent Advertiser's business, products, or services and will be free from false claims or assertions. This paragraph 8(b) shall survive cancellation or termination of this agreement.

9. DISPUTES

Any discrepancy, dispute, or disagreement by Advertiser/Agency with any broadcast, announcement, program, or other service provided by Station hereunder or related to the amount charged by Station for same shall be reported to Station in writing within 20 days from the date of the invoice relating to same, time being of the essence. Failure to report such discrepancy, dispute, or disagreement in writing within such time shall constitute a waiver of all claims by Advertiser/Agency arising out of or related to such discrepancy, dispute, or disagreement.

10. GENERAL

- This agreement is subject to the terms of the licenses held by Station and is further subject to all federal, state, and municipal laws and regulations now in force or that may be enacted in the future, including but not limited to the Rules and Regulations of the Federal Communications Commission and its decisions, actions, and orders when acting under its quasi-legislative powers.
- This agreement, including the rights and obligations under it, may not be assigned or transferred without first obtaining Station's written consent, nor may Station be required to broadcast hereunder for the benefit of any Advertiser/Agency other than those named on the face of this agreement.
- In the event of a breach by Station, Advertiser's/Agency's exclusive remedy therefore shall be a credit for substituted advertising time of equal value, and in no event shall Station be liable for any consequential, incidental, or punitive damages, or monetary damages of any type.
- This agreement shall be construed under and according to the laws of the State in which the Station's main studio is located. All parties hereto agree that in any action brought to enforce the obligation or right of any party hereunder, each party consents to personal jurisdiction and venue in any court of appropriate jurisdiction in the county or parish where the Station's main studio is located.
- If it becomes necessary for Station to place Advertiser's/Agency's account with an attorney or collection agency for the purpose of enforcing its rights hereunder, Advertiser/Agency shall be liable to Station for reasonable attorneys' fees, costs, and expenses.
- All notices hereunder shall be in writing and delivered by hand or registered or certified mail and shall be deemed given when delivered in person or, if mailed, on the second business day after the date of the mailing. Any notice hereunder shall be sufficient if given to either Advertiser or Agency.
- If any provision of this agreement shall be adjudged by a court to be void or unenforceable, such adjudication shall not affect the validity or enforceability of any other provision of this agreement.
- The provisions hereof constitute the entire agreement between the parties and supersede any and all other transactions, negotiations, or representations whatsoever as to the broadcast or announcements, or the parties' rights and obligations hereunder, and shall not be modified except in writing.
- This Station does not discriminate in the sale of advertising time, and will accept no advertising which is placed with an intent to discriminate on the basis of race, gender or ethnicity. Advertiser hereby certifies that it is not buying broadcasting air time under this advertising sales agreement for a discriminatory purpose, including but not limited to decisions not to place advertising on particular stations on the basis of race, gender, national origin or ancestry.

STANDARD TERMS AND CONDITIONS

5/3/2011