

HD CHANNEL AGREEMENT

THIS HD CHANNEL AGREEMENT (this "Agreement") is made as of this 16th day of March, 2017, by and among Cumulus Radio Corporation, a Nevada corporation ("CRC"), Radio License Holding CBC, LLC, a Delaware limited liability company ("RLH") and together with CRC, collectively "Licensee", and Sky Sports LLC, a Georgia limited liability company ("Programmer").

WHEREAS, RLH is the holder of a license and other authorizations issued by the Federal Communications Commission ("FCC") for the operation of radio station WKHX-FM in Marietta, Georgia (FCC Facility ID 73161) (the "Station") in the Atlanta metro survey area;

WHEREAS, Programmer desires to have access to an IBOC digital radio frequency in the Atlanta, Georgia market to broadcast Programmer's programming;

WHEREAS, Licensee is prepared to authorize Programmer to provide programming for broadcast on the Station's HD-2 digital channel (the "HD-2 Channel"); and

WHEREAS, Licensee and Programmer desire to enter into this Agreement, pursuant to which Programmer shall provide programming for broadcast on the Station in accordance with the terms and conditions of this Agreement and in compliance with the Communications Act of 1934, as amended (the "Act"), and the rules and policies of the FCC promulgated thereunder (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. Sale of Air Time.

1.1. Term. The term ("Term") of this Agreement shall commence thirty (30) days after the date of this Agreement (the "Effective Date"), and shall continue in force for a period of three (3) years from such date unless otherwise terminated as set forth below.

1.2. Consideration.

(a) **Deposit.** Upon the execution of this Agreement, Programmer shall provide Licensee with a deposit ("Deposit") in the amount of [REDACTED] which represents three (3) months payment of the Monthly Fee (defined below). Licensee shall retain the Deposit until the last three (3) months of the Term of this Agreement at which time Programmer may use the Deposit in payment of the Monthly Fee for the last three months of the Term.

(b) On the first (1st) business day of each calendar month during the Term of this Agreement, commencing on the Effective Date, Programmer shall pay the monthly fee (the "Monthly Fee") to Licensee set forth on Attachment I annexed hereto. Programmer shall be entitled to a *pro rata* reduction in the Monthly Fee for any programming preempted by Licensee (other than as provided under Section 2.2) if and to the extent the preemption exceeds more than

six (6) hours in any calendar month during the Term (which amount shall be prorated for any partial calendar month during the Term). In the event Programmer's payment of the Monthly Fee is not received by the first day of the month during the Term of this Agreement (or first business day, as the case may be), Licensee reserves the right to suspend the availability of the HD-2 Channel to Programmer until the Monthly Fee is paid in full. In the event Programmer fails to pay the Monthly Fee by the tenth (10th) day of any month, Licensee shall have the right to terminate this Agreement upon written notice to Programmer.

1.3. Use of HD-2 Channel. On the Effective Date, Licensee shall make the Station's HD-2 Channel available to Programmer for the broadcast of programming (including advertising) consisting of only an Urban music format at a data rate of 32 kilobits per second, twenty-four (24) hours per day, seven (7) days per week. Programmer shall not be permitted to change the format of the programming on the HD-2 Channel without Licensee's prior written consent. In the event Programmer changes the format of the HD-2 Channel without such consent, Licensee shall have the right to terminate this Agreement upon written notice to Programmer.

1.4. Equipment. Programmer acknowledges that Licensee will be required to purchase and install an importer to make the HD-2 Channel available for Programmer's use. Licensee will take commercially reasonable efforts to purchase and install such HD equipment as soon as reasonably practicable. With the exception of the importer described above, Programmer shall provide and maintain all equipment required for the operation of the HD-2 Channel, and shall be responsible for all operating and maintenance costs related thereto, including without limitation, all monthly fees charged by the service provider in connection with the operation of any T1 line or other communications facilities required for broadcast on the HD-2 Channel. Programmer shall be solely responsible for the purchase of such equipment and its installation.

1.5. Licensee Responsibilities. Licensee will have ultimate control over the management and operation of the Station, including without limitation the HD-2 Channel during the Term of this Agreement. Except as otherwise expressly provided herein, Licensee shall (a) have sole responsibility for the Station's compliance with all applicable provisions of the Act, the FCC Rules, and all other applicable laws and government regulations, and (b) have sole responsibility for the timely payment of all operating costs of the Station (except those which are the responsibility of Programmer under this Agreement or those for which a good faith dispute has been raised with the vendor or taxing authority), including but not limited to maintenance of the studio and transmitting facility, costs of electricity, and all utilities supplied to the Station's main studio and transmitter sites. Whenever on the Station's premises, all Programmer personnel, including Programmer's employees and agents, shall be subject to the overall supervision of Licensee's general manager.

Section 2. Station Programming Policies.

2.1. Licensee Authority. Notwithstanding any other provision in this Agreement, Licensee shall retain ultimate responsibility to broadcast programming to meet the needs and

interests of listeners in the Station's service area. Licensee therefore retains the right to broadcast specific programming on issues of importance to the service area. Licensee 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 Licensee, is of greater local, regional or national public importance. Licensee shall coordinate with Programmer the Station's hourly Station identification and any other announcements required to be aired by the FCC Rules. Licensee shall maintain a main studio, as that term is defined by the FCC, in accordance with Section 73.1125 of the FCC Rules, including without limitation the Station's quarterly issues and programs lists. Upon request by Licensee, Programmer shall provide Licensee with such information concerning Programmer's programs and advertising as is necessary to assist Licensee in the preparation of such material. Licensee shall also maintain the Station's logs, receive and respond to telephone inquiries, and control and oversee any remote control point which may be established for the Station.

2.2. Programmer's Compliance with Applicable Law. Programmer shall comply in all material respects with all applicable law and government regulations, including but not limited to the Act and the FCC Rules. Programmer shall furnish or cause to be furnished the artistic personnel and material for the programs as provided by this Agreement and all programs shall be prepared and presented in conformity with applicable law and government regulations, including but not limited to the Act and the FCC Rules. All advertising spots and promotional material or announcements shall comply with and shall be produced in accordance with reasonable quality standards established by Programmer. If Licensee determines, in the exercise of Licensee's sole discretion, that any broadcast material supplied by Programmer is for any reason unlawful, unsatisfactory, unsuitable or contrary to the public interest, Licensee 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. Programmer shall use reasonable efforts to notify Licensee 24 hours in advance of material changes in the programming provided by Programmer for broadcast on the HD-2 Channel.

2.3. Public Interest Programming. Programmer shall cooperate as reasonably directed by Licensee to help Licensee ensure the broadcast of programming responsive to the needs and interests of the Station's service area in compliance with the Act and the FCC Rules. Upon reasonable request from Licensee, Programmer shall also provide Licensee other information to enable Licensee to prepare records and reports required by FCC Rules or other applicable law and government regulation.

2.4. Programmer Compliance with Copyright Act. Programmer represents and warrants to Licensee that Programmer has full authority to broadcast its programming on the HD-2 Channel and that Programmer shall not broadcast any material in violation of the Copyright Act of 1976, as amended ("Copyright Act"), or the rights of any person. All music supplied by Programmer shall be (a) licensed by a music licensing agent such as ASCAP, BMI, or SESAC, (b) in the public domain, or (c) cleared at the source by Programmer. The right to use programming supplied by Programmer and to authorize its use in any manner shall be and remain vested in Programmer.

2.5. Production, Expense and Quality. Programmer shall (a) be solely responsible for the acquisition and/or production of the programming to be broadcast on the HD-2 Channel, (b) transmit, at its sole expense, the programming to be broadcast on the HD-2 Channel to the Station's transmitting facilities, (c) ensure that the technical quality of the programming broadcast on the HD-2 Channel satisfies any and all technical standards imposed on Licensee under agreements with DTS, Inc. ("DTS"), and (d) reimburse Licensee for the quarterly DTS license fee for the additional HD channel, which currently is [REDACTED] per year. Licensee shall invoice Programmer for the DTS license fee on a quarterly basis and such fee shall be paid within ten (10) business days. The DTS licensee fee is subject to change at any time and Programmer will be obligated to pay any increase in such fee.

2.6. Sales Expenses. Programmer shall be responsible for payment of all expenses attributable to Programmer's sale of advertising time on the HD-2 Channel, 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 on the HD-2 Channel.

2.7. 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. On each anniversary date of this Agreement, or more frequently at the request of Licensee, Programmer shall provide Licensee with a Payola Affidavit executed by Programmer and separate Payola Affidavits executed by each of its employees involved with providing programming on the HD-2 Channel, with each Payola Affidavit to be substantially in the form attached hereto as Attachment II.

2.8. Control of the Station. Programmer shall not, directly or indirectly, control, supervise, direct, or attempt to control, supervise, or direct, the operations of the Station, including without limitation the HD-2 Channel. Such operations, including complete control and supervision of all of the programs, employees, and policies of the Station, shall be the sole responsibility of Licensee. To ensure that Licensee shall have the unfettered ability to control and supervise all programs, employees and policies of the Station, Licensee retains unrestricted access to Programmer's equipment located at the Station's transmitter at all times. Licensee, at its own expense, shall be solely responsible for implementation of any emergency alert system broadcast on the HD-2 Channel or equivalent requirements under the FCC's Rules during the Term. In performing its responsibilities hereunder, Licensee shall use commercially reasonable efforts to avoid interfering with Programmer's operations.

Section 3. Indemnification.

3.1. Programmer's Indemnification. Programmer shall indemnify and hold Licensee 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) any third-party claims relating to violations of the Copyright Act, the Act or any FCC Rule, forfeitures imposed by the FCC, slander, defamation or other third-party claims relating to programming provided by Programmer, and Programmer's broadcast and sale of advertising time on the HD-2 Channel.

3.2. Licensee's Indemnification. Licensee shall indemnify and hold Programmer harmless from and against any and all Damages resulting from (a) Licensee's breach of any representations, warranty, covenant or agreement contained in this Agreement, (b) Licensee'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 any FCC Rule, forfeitures imposed by the FCC, slander, defamation or other third-party claims relating to programming provided by Licensee, and Licensee's broadcast and sale of advertising time on the Station.

3.3. Limitation. Neither Licensee nor Programmer shall be entitled to indemnification pursuant to this section unless such claim for indemnification is asserted in writing and delivered to the other party within the time frame set forth in Section 3.6.

3.4. 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.

(d) If a claim, whether between the parties or by a third party, requires immediate action, the parties will make every commercially 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 (although for the purpose of the procedures set forth in this Section 3.4, any indemnification claims by such parties shall be made by and through the Claimant).

3.5. Challenge to Agreement. Subject to the terms of Section 9.8, if this Agreement is challenged by or before the FCC, whether or not in connection with the Station's license renewal application, Licensee and Programmer shall jointly defend this Agreement and the parties' performance hereunder throughout all FCC proceedings. Each party shall bear any and all expenses incurred by it for such defense, including counsel fees. If the parties cannot reform this Agreement as necessary to satisfy any adverse FCC decision, the parties shall seek reversal of the FCC's decision.

3.6 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 4. Access to Programmer Materials and Correspondence.

4.1. Confidential Review. Licensee 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 Licensee with copies of all correspondence and complaints received from the public (including any telephone logs of complaints called in) and copies of all program logs and promotional materials. Nothing in this section shall entitle Licensee to review the internal corporate or financial records of Programmer.

4.2. Political Advertising. Programmer shall assist Licensee in complying with all provisions of the Act and FCC Rules regarding political broadcasting. Licensee shall promptly

supply to Programmer, and Programmer shall promptly supply to Licensee, 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. Licensee 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 Licensee'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 Licensee at no cost to Licensee for use by the affected parties.

Section 5. Termination.

5.1. Bases for Termination. This Agreement may be terminated by either Licensee or Programmer by written notice to the other, if the party seeking to terminate is not then in material breach hereof, upon the occurrence of any of the following:

(a) by either party, if, subject to the provisions of Section 9.8, this Agreement is declared invalid or illegal in whole or substantial part by an order or decree of an administrative agency or court of competent jurisdiction and such order or decree has become effective or has become Final (meaning that it is no longer subject to further administrative or judicial reconsideration or review);

(b) by either party, if the other party is in material breach of its obligations under this Agreement and has failed to cure such breach within twenty (20) days (or longer as reasonably necessary to cure such breach) after receipt of written notice from the non-defaulting party;

(c) by either party, if, subject to Section 9.8, there is a material change in FCC Rules, published policies or precedent that would cause this Agreement to be in violation thereof, such change has become Final, and this Agreement cannot be reformed to remove and/or eliminate the violation in a manner reasonably acceptable to Programmer and Licensee;

(d) by Licensee, pursuant to Section 1.2(b) in the event Programmer fails to pay the Monthly Fee by the tenth (10th) day of any month during the Term of this Agreement;

(e) by Licensee, pursuant to Section 1.3 in the event Programmer changes the format of the programming on the HD-2 Channel without Licensee's prior written consent; or

(f) the written mutual consent of both parties.

In the event of a termination of this Agreement or suspension of services due to Programmer's failure to timely pay the Monthly Fee, any equipment owned by Programmer located on Licensee's property will not be returned to Programmer until all back-owed Monthly Fees are paid in full.

Section 6. Representations and Warranties.

6.1. By Licensee. Each of RLH and CRC represents and warrants to Programmer that (a) it has all requisite limited liability company or corporate (as the case may be) 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 it hereunder, (b) the execution, delivery, and performance of this Agreement and the documents contemplated hereby have been duly authorized by all necessary company actions, (c) this Agreement has been duly executed and delivered, and constitutes the legal, valid, and binding obligation enforceable against each of RLH and CRC 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 each of RLH and CRC 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 either RLH or CRC; 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 either RLH or CRC is a party or by which either is bound.

6.2. By Programmer. Programmer represents and warrants to Licensee 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 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 company 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, and (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.

6.3 Other Agreements. During the Term of this Agreement, neither Licensee nor Programmer will enter into any other agreement with any third party that would conflict with or result in a breach of this Agreement by Licensee or Programmer.

Section 7. Intentionally Omitted.

Section 8. Powering Down.

8.1 Non-emergency. Licensee may require Programmer to temporarily discontinue operations or reduce power for a reasonable period of time to allow Licensee or another authorized user at the Station's transmitter site to install or modify equipment, conduct maintenance or perform repairs, or otherwise address interference concerns at the transmitter site. If such discontinuance of operation or reduction of power is required for non-emergency work, Licensee shall provide prior written notice to Programmer, and Licensee and Programmer shall coordinate in good faith to schedule a mutually convenient time for such discontinuance of operation or power reduction. If the parties cannot reach an agreement, Licensee shall have the right, in its sole discretion, to schedule the required work based on its good faith assessment of the respective needs of Licensee and the affected authorized user. (or users) and will take commercially reasonable efforts to cause as little disruption to Programmer's operations as possible.

8.2 Emergency. In the case of an emergency, Licensee may require Programmer to cease operations, reduce power, or make other adjustments to its operation upon such notice as may be reasonably practical under the circumstances. In the event Programmer fails or refuses to discontinue operations or reduce power as requested by Licensee, or the circumstances dictate that no notice is required, Licensee may, without liability to Programmer, at its sole and absolute discretion discontinue electric service to Programmer's transmitter and equipment until such repairs are complete. Licensee shall restore such electrical service as soon as reasonably practical after the circumstances resulting in the emergency have been resolved. For purposes of this section, an "emergency" means an event that has resulted in or, under the circumstances, it is reasonable to believe that such event may result in injury to persons or property damage.

Section 9. Miscellaneous.

9.1. Assignment.

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

(b) Programmer may assign its rights and obligations under this Agreement at any time to any other party under common control with Programmer (although Programmer will continue to remain liable in that event). Licensee may assign this Agreement or any interest herein without Programmer's consent, by operation of law or otherwise, to: (i) any successor to all or substantially all of the equity ownership interests, assets or business by dissolution, merger, consolidation, transfer of assets, or otherwise of either the Station or Licensee; or (ii) any direct or indirect subsidiary of Licensee.

(c) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns, including, without limitation, any party or parties that may receive an assignment of the Station's license from RLH.

9.2. 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. Delivery of an executed signature page of this Agreement by e-mail or facsimile shall be deemed an original for all intents and purposes.

9.3. Entire Agreement. This Agreement (including the Attachments hereto) embodies the entire agreement and understanding of the parties relating to the subject matter of this Agreement and supersedes any and all prior and contemporaneous agreements and understandings of the parties, oral or written, with respect hereto. No amendment to this Agreement will be effective unless evidenced by an instrument in writing signed by the parties.

9.4. Taxes. Licensee and Programmer shall each pay its own ad valorem taxes, if any, which may be assessed on such party's respective personal property for the periods that such items are owned by such party.

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

9.6. Governing Law. The construction and performance of this Agreement shall be governed by the laws of the State of Georgia without regard to conflicts of law principles.

9.7. Notices. All notices, demands and requests 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 terms of this section):

To Programmer: Sky Sports LLC
5511 Highway 280, Suite 322
Birmingham, AL 35242
Attn: Mr. Larry Edwards
Tele: (205) 995-9000
Facsimile: _____

To Licensee: Cumulus Radio Corporation
Radio License Holding CBC, LLC
780 Johnson Ferry Road NE
5th Floor
Atlanta, GA 30342
Attn: Market Manager
Tele: (404) 497-4700
Facsimile: _____

With a copy (which shall not constitute notice) to: Cumulus Radio Corporation
c/o Cumulus Media Inc.

3280 Peachtree Road, NW, Suite 2300
Atlanta, GA 30305
Attn: Legal Department
Tele: (404) 949-0700
Facsimile: (404) 949-0740

9.8. 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.

9.9. No Joint Venture. Nothing in this Agreement shall be deemed to create a joint venture between Licensee and Programmer. Except as otherwise specifically provided in this Agreement, neither party to this Agreement shall be authorized to act as an agent of or otherwise represent the other party.

9.10. 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, including without limitation, 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 institutes litigation to enforce its rights under this Agreement, each party (a) waives any requirement that the other party post bond or other security in connection with pursuing equitable or injunctive relief under this Agreement, and (b) waives the defense that the moving party has an adequate remedy at law.

9.11. 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.

9.12. No Third Party Beneficiaries. This Agreement is intended to benefit only the parties to this Agreement, and their respective successors and permitted assigns. No other person or entity is an intended or incidental beneficiary of this Agreement.

9.13. Certifications.

(a) Licensee hereby certifies that it maintains ultimate control over the Station's operations, including specifically control over Station finances, personnel and programming.

(b) Programmer hereby certifies that this Agreement complies with the provisions of paragraphs (a) and (c) of Section 73.3555 of the FCC Rules.

9.14. 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, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods and any other cause not reasonably within the control of Licensee, 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, including without limitation its HD-2 Channel, are subject to a force majeure event.

[SIGNATURE PAGE FOLLOWS]

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

CUMULUS RADIO CORPORATION

By: Richard S. Denning
Richard S. Denning
Senior Vice President & General Counsel

RADIO LICENSE HOLDING CBC, LLC

By: Richard S. Denning
Richard S. Denning
Senior Vice President & General Counsel

SKY SPORTS LLC

By: Larry Edwards *RE*
Name: Larry Edwards *etc*
Title: *President/CFO*

ATTACHMENT I

MONTHLY FEE

The Monthly Fee payable by Programmer to Licensee from the Effective Date through the Term of this Agreement shall be [REDACTED]. Payments of all Monthly Fee amounts due under this Agreement shall be prorated on a daily basis for any partial month hereunder.

ATTACHMENT II
Payola Affidavit

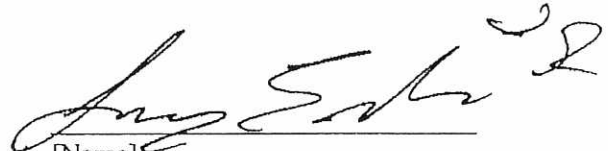
County of Shelby)
)
) SS:
)
State of ALABAMA)

ANTI-PAYOLA/PLUGOLA AFFIDAVIT

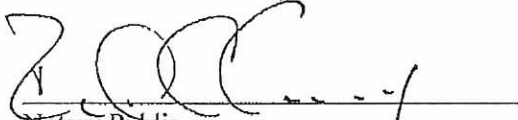
Larry Edwards Sr., being first duly sworn, hereby states as follows:

1. I am Larry Edwards Sr. for Shelby Sports LLC
Position
2. I have acted in the above capacity since 2009.
3. To my knowledge, no matter has been broadcast by the HD-2 Channel of radio station WKHX-FM in Marietta, Georgia (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, which matter at the time so broadcast has not been announced or otherwise indicated as paid for or furnished by such person.
4. To my knowledge, no matter has been broadcast by the Station for which service, money, or other valuable consideration has been directly or indirectly paid, promised to, charged, or accepted by the Station or by an independent contractor engaged by the Station in furnishing programs, from any person, which matter at the time so broadcast has not been announced or otherwise indicated as paid for or furnished by such person.
5. 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.
6. Except as set forth in the Appendix to this affidavit, neither I nor my immediate family (which includes any spouse and children) have any present direct or indirect ownership interest in (other than less than 5% of the voting stock in a corporation whose stock is publicly traded), serve as an officer or director of, whether with or without compensation, or serve as an employee of, any person or company engaged in:
 - a. the publishing of music;
 - b. the production, distribution (including wholesale and retail sales outlets); manufacture or exploitation of music, films, tapes, recordings or electrical transcriptions of any program material intended for radio broadcast use;
 - c. the exploitation, promotion, or management of persons rendering artistic, production and/or other services in the entertainment field;
 - d. the ownership or operation of one or more radio or television stations;

- e. the wholesale or retail sale of records or CDs made available for purchase by the public; or
- f. advertising on the Station.

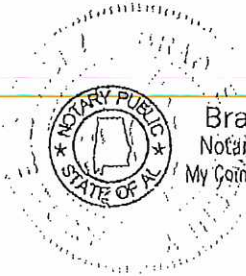

[Name]

Subscribed and sworn to before me
This 13th day of MARCH, 2017



Notary Public

My Commission expires: 3/16/2019.



Brad E. Sweeney
Notary Public State of AL
My Comm. Expires March 16, 2019