

**FIFTH EXTENSION OF
LOCAL PROGRAMMING AND MARKETING AGREEMENT**

This Fifth Extension of Local Programming Agreement and Marketing Agreement ("Modification") is made and entered into effective as of the 1st day of January, 2019 by and between MIDWAY BROADCASTING CORPORATION ("Programmer") and CLEAR CHANNEL BROADCASTING LICENSES, INC. ("Licensee").

RECITALS

A. Programmer and Licensee have previously entered into that certain Local Programming Agreement and Marketing Agreement dated as of September 2006 (the "Original Agreement") as amended by that certain Extension of Local Programming and Marketing Agreement dated September 1, 2014 ("First Modification"), that certain Second Extension of Local Programming and Marketing Agreement dated January 1, 2016 ("Second Modification"), and that certain Third Extension of Local Programming and Marketing Agreement dated January 1, 2017 ("Third Modification"), pursuant to which Programmer purchased from Licensee airtime on Licensee's radio station identified by the call letters WRLI (AM), Berwyn, Illinois (the "Station"), for a term of five (5) years expiring as of August 31, 2011 (the "Initial Expiration Date") and subsequently extended for Three (3) One (1) Year terms to August 31, 2014 (the "Second, Third and Fourth Expiration Dates") and, pursuant to the First Modification, further extended to December 31, 2015 ("Fifth Expiration Date") and, pursuant to the Second Modification, further extended to December 31, 2016 ("Sixth Expiration Date"), and, pursuant to the Third Modification, further extended to December 31, 2017 ("Seventh Expiration Date") and, pursuant to the Fourth Modification, further extended to December 31, 2018 ("Seventh Expiration Date").

B. The parties desire by this Modification to: (1) extend the Expiration Date of the Original Agreement; (2) provide for the total payment by Programmer to Licensee of a monthly fee during the extended Term of the Original Agreement equal to [REDACTED] and (3) acknowledge past due fees owed by Programmer to Licensee equal to [REDACTED]

C. All capitalized terms not otherwise defined herein shall have the meanings assigned to such terms in the Original Agreement.

NOW, THEREFORE, in consideration of the [REDACTED] paid and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Extension of Term. The Term of the Original Agreement is hereby extended for twelve (12) months effective as of January 1, 2019. Notwithstanding the foregoing, Licensee may terminate this Agreement upon ninety (90) days' notice to Programmer.

2. Payments to Licensee. For the broadcast of the Programs and the other benefits made available to Programmer pursuant to this Agreement during the Term, Programmer will pay Licensee the sum of [REDACTED] per calendar month (the "Broadcast Fee"). The Broadcast Fee shall be due in advance on the first day of each month during the Term. Programmer acknowledges that it is in arrears on payment of the Broadcast Fee and owes Licensee for such delinquent payments in the amount of [REDACTED] ("Past Due Broadcast Fee") as of the date of execution of this Modification. Programmer shall pay the Past Due Broadcast Fee not later than 30 days after execution of this Modification.

3. Organization/Authority. Each party represents and warrants to the other party that such party has been duly organized, validly existing and in good standing under the laws of the state of its formation and has taken all corporate and other actions, as are necessary to authorize the execution and delivery of this Modification, and this Modification and the Original Agreement, as hereby modified, constitute valid and binding obligations of each of them, enforceable in accordance with their terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other law and equity principles applied for the relief of debtors heretofore or hereafter enacted.

4. Incorporation. This Extension shall form a part of the Original Agreement

5. Successors and Assigns. The provisions of this Extension shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns.


6. Ratification. Except as expressly extended and supplemented hereby, the terms, conditions and provisions of the Original Agreement shall continue in effect unchanged and are hereby in all respects ratified and confirmed.


7. Counterparts. This Modification may be executed in multiple counterparts.

IN WITNESS WHEREOF, the undersigned parties have executed this Modification as of the date herein above first written

MIDWAY BROADCASTING CORPORATION

CLEAR CHANNEL BROADCASTING
LICENSES, INC.

By: 
Name: Melody Susan Casper
Title: Chairman

By: 
Name: Matt Sciarano
Title: Reg. President