

LOCAL PROGRAMMING AND MARKETING AGREEMENT

THIS LOCAL PROGRAMMING AND MARKETING AGREEMENT (this “Agreement”) is made as of Dec 10, 2021 between iHeartMedia + Entertainment, Inc. (“Licensee”) and Midway Broadcasting Corporation (“Programmer”).

Recitals

A. Licensee owns and operates the following radio station (the “Station”) pursuant to licenses issued by the Federal Communications Commission (“FCC”):

WVON-AM 1690
Berwyn, IL

B. Licensee desires to obtain programming for the Station, and Programmer desires to provide programming for broadcast on the Station on the terms set forth in this Agreement.

Agreement

NOW, THEREFORE, taking the foregoing recitals into account, and in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Term. The term of this Agreement (the “Term”) will begin on the date hereof and will continue until the date one (1) year thereafter, renewing annually for additional (1) year terms thereafter, unless: (A) either party provides the other with written notice on non-renewal not less than ninety (90) days’ written notice to the other party, or (B) otherwise earlier terminated in accordance with the terms of this Agreement (or extended by mutual written agreement). Notwithstanding anything to the contrary herein, Licensee may terminate this Agreement at any time, for any or no reason, upon not less than six (6) months’ written notice to Programmer.

2. Programming. During the Term, Programmer shall purchase from Licensee airtime on the Station for the price and on the terms specified below, and shall transmit to Licensee programming that it produces or owns (the “Program” or “Programs”) for broadcast on the Station twenty-four (24) hours per day, seven (7) days per week, excluding the period from 6:00 a.m. to 8:00 a.m. each Sunday morning (the “Broadcasting Period”). Programmer will transmit, at its own cost, its Programs to the Station’s transmitting facilities in a manner that ensures that the Programs meet technical and quality standards at least equal to those of the Station’s broadcasts prior to commencement of the Term. Notwithstanding anything herein to the contrary, the Station shall continue to broadcast any programming required to be aired under the terms of the Station’s contracts and agreements existing on the date of this Agreement (the “Station Contracts”).

3. Broadcasting.

(a) In return for the payments to be made by Programmer hereunder, during the Term, Licensee shall broadcast the Programs, subject to the provisions of Section 6 below. To the extent reasonably necessary to perform this Agreement, during the Term, Licensee shall provide Programmer with the benefits of any Station Contracts and Programmer shall perform the obligations of Licensee thereunder.

(b) Programmer has exclusive rights to all of its programming. Licensee may not rebroadcast, simulcast or make available any program in whole or in part of Programmer's broadcast without express written consent of Programmer. Notwithstanding the foregoing, Licensee shall be allowed to include Programmer's programming as a portion of the "audio stream" of the Station's webcast on the internet and as part of the simulcast of all of Station's programming on Station's dedicated channel on iheart.com which may also be accessed via the iHeartRadio mobile application. Licensee may stream such programming in the same format, including all national commercials, as the programming is furnished to Licensee by Programmer for radio broadcast provided that any additional rights clearances and/or fees required for such streaming are the responsibility of Licensee.

4. Advertising. Licensee shall retain and collect for its benefit all of the Station's accounts receivable existing on the date of this Agreement. During the Term, Programmer will be exclusively responsible for the sale of advertising on the Station and for the collection of accounts receivable arising therefrom, and Programmer shall be entitled to all such collections. All contracts for advertising on the Station which may be entered into by Programmer shall terminate upon the termination of this Agreement.

5. Payments. 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 as set forth on *Schedule A* attached hereto.

6. Control. Notwithstanding anything to the contrary in this Agreement, Licensee shall have full authority, power and control over the operation of the Station and over all persons working at the Station during the Term. Without limiting the generality of the foregoing, Licensee will: (1) employ a manager for the Station, who will report to Licensee and will direct the day-to-day operations of the Station, and who shall have no employment, consulting, or other relationship with Programmer, (2) employ a second employee for the Station, who will report and be solely accountable to the manager, and (3) retain control over the policies, programming and operations of the Station. Nothing contained herein shall prevent Licensee from: (a) rejecting or refusing programs which Licensee believes to be contrary to the public interest, or (b) substituting programs which Licensee believes to be of greater local or national importance or which are designed to address the problems, needs and interests of the local communities. Without limiting the preceding sentence, Licensee reserves the right to: (i) refuse to broadcast

any Program containing matter which violates any right of any third party, which constitutes a personal attack, or which does not meet the requirements of the rules, regulations, and policies of the FCC, (ii) preempt any Program in the event of a local, state, or national emergency, or (iii) delete any commercial announcements that do not comply with the requirements of the FCC's sponsorship identification policy. Programmer will immediately serve Licensee with notice and a copy of any letters of complaint it receives concerning any Program for Licensee review and inclusion in its public inspection file. Programmer shall cooperate with Licensee to ensure that EAS transmissions are properly performed in accordance with Licensee's instructions.

7. Music Licenses. During the Term, Licensee will obtain and maintain its current music licenses with respect to the Station.

8. Programs.

(a) Programmer shall ensure that the contents of the Programs conform to all FCC rules, regulations and policies. Programmer shall consult with Licensee in the selection of the Programs to ensure that the Programs' content contains matters responsive to issues of public concern in the local communities, as those issues are made known to Programmer by Licensee. On or before January 7, April 7, July 7 and October 7 of every year during the Term, Programmer shall provide to Licensee a list of significant community issues addressed in the Programs during the preceding quarter and the specific Programs that addressed such issues.

(b) Licensee shall oversee and take ultimate responsibility with respect to the provision of equal opportunities, lowest unit charge, and reasonable access to political candidates, and compliance with the political broadcast rules of the FCC. During the Term, Programmer shall cooperate with Licensee as Licensee complies with its political broadcast responsibilities, and shall supply such information promptly to Licensee as may be necessary to comply with the political broadcasting provisions of the FCC's rules, the Communications Act of 1934, as amended, and federal election laws. Programmer shall release advertising availabilities to Licensee during the Broadcasting Period as necessary to permit Licensee to comply with the political broadcast rules of the FCC; provided, however, that revenues received by Licensee as a result of any such release of advertising time shall promptly be remitted to Programmer.

9. Expenses. During the Term, Programmer will be responsible for (i) the salaries, taxes, insurance and other costs for all personnel used in the production of the Programs supplied to Licensee, and (ii) the costs of delivering the Programs to Licensee. Subject to Section 5, Licensee will pay for its employees contemplated by Section 6, maintenance of all studio and transmitter equipment and all other operating costs required to be paid to maintain the Station's broadcast operations in accordance with FCC rules and policies and applicable law, and all utilities supplied to its main studio and transmitter sites. Subject to Section 5, Licensee will provide all personnel necessary for the broadcast transmission of the Programs (once received at

its transmitter site) and will be responsible for the salaries, taxes, insurance and related costs for all such personnel.

10. Call Signs. During the Term, Licensee will retain all rights to the call letters of the Station or any other call letters which may be assigned by the FCC for use by the Station, and will ensure that proper station identification announcements are made with such call letters in accordance with FCC rules and regulations. Programmer shall include in the Programs an announcement at the beginning of each hour of such Programs to identify such call letters, as well as any other announcements required by the rules and regulations of the FCC.

11. Maintenance. During the Term, Licensee shall maintain the operating power of the Station and shall repair and maintain the Station's towers and transmitter sites and equipment consistent with its past practice.

12. [Intentionally Omitted]

13. Representations.

(a) Programmer and Licensee each represent and warrant to the other that (i) it has the power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, (ii) it is in good standing in the jurisdiction of its organization and is qualified to do business in all jurisdictions where the nature of its business requires such qualification, (iii) it has duly authorized this Agreement, and this Agreement is binding upon it, and (iv) the execution, delivery, and performance by it of this Agreement does not conflict with, result in a breach of, or constitute a default or ground for termination under any agreement to which it is a party or by which it is bound.

(b) Programmer further certifies that (i) Programmer does not fall into any of the categories that qualify Programmer as a "foreign governmental entity," which includes a government of a foreign country, a foreign political party, an agent of a foreign principal, or a United States-based foreign media outlet, as defined in 47 C.F.R. Section 73.1212(j) as adopted by the FCC's Report and Order, *In the Matter of Sponsorship Identification Requirements for Foreign Government-Provided Programming*, MB Docket No. 20-299, FCC 21-42 (released Apr. 22, 2021) (the "*Foreign Government-Provided Programming Report and Order*"); (ii) Programmer does not know of anyone involved, or to be involved, directly or indirectly, in the production or distribution of Programmer's Programming that will be aired on the HD Channel pursuant to this Agreement, or pursuant to a sub-lease by Programmer, or further back in the chain of producing/distributing Programmer's Programming, that qualifies as a foreign governmental entity, as defined in 47 C.F.R. Section 73.1212(j), and which has provided some type of inducement to air the programming on the HD Channel, with "provided by" to include the broadcast of programming in exchange for consideration and/or the furnishing of any political program or any program involving the discussion of a controversial issue for free as an inducement to broadcast the programming; (iii) Programmer shall inform iHeartMedia

immediately of any changes in the foregoing certifications; (iv) in the event that Programmer's Programming does contain material provided by a foreign governmental entity as defined by 47 C.F.R. Section 73.1212(j), Programmer (x) will ensure that, at the time of broadcast, the material shall include the on-air disclosure required by 47 C.F.R. Section 73.1212(j), and (y) will provide iHeartMedia the documentation required by 47 C.F.R. Sections 73.1212(j)(6) and 73.7326(e)(19) for upload to Licensee's online public inspection file folder marked "Foreign Government-Provided Programming Disclosures"; and (v) Programmer, and each of its employees involved with Programmer's Programming, will complete, prior to the Commencement Date, as well as prior to the renewal, if any, of this Agreement or as requested by iHeartMedia, separate affidavits confirming compliance with the *Foreign Government-Provided Programming Report and Order* and the rules adopted thereby, substantially in the form attached hereto as Attachment I.

14. Events of Default; Termination.

(a) The occurrence of any of the following will be deemed an Event of Default by Programmer under this Agreement: (i) Programmer fails to timely make any payment required under this Agreement; (ii) Programmer fails to observe or perform any other obligation contained in this Agreement in any material respect; or (iii) Programmer breaches any representation or warranty made by it under this Agreement in any material respect.

(b) The occurrence of the following will be deemed an Event of Default by Licensee under this Agreement: (i) Licensee fails to observe or perform any obligation contained in this Agreement in any material respect; or (ii) Licensee breaches any representation or warranty made by it under this Agreement in any material respect.

(c) Notwithstanding the foregoing, any non-monetary Event of Default will not be deemed to have occurred until fifteen (15) calendar days after the non-defaulting party has provided the defaulting party with written notice specifying the Event of Default and such Event of Default remains uncured. Upon the occurrence of an Event of Default, and in the absence of a timely cure pursuant to this Section, the non-defaulting party may terminate this Agreement, effective immediately upon written notice to the defaulting party. If this Agreement is terminated for any reason, the parties agree to cooperate with one another and to take all actions necessary to rescind this Agreement and return the parties to the status *quo ante*. Failure of Licensee to broadcast the Programs due to facility maintenance, repair or modification or due to any reason out of Licensee's reasonable control shall not constitute an Event of Default by Licensee hereunder.

(d) Upon the occurrence of an Event of Default, and in the absence of a timely cure pursuant to Section 14(c), the non-defaulting party may terminate this Agreement, effective immediately upon written notice to the defaulting party.

(e) If this Agreement is terminated pursuant to this Section, the parties agree to cooperate with one another and to take all actions necessary to rescind this Agreement and return the parties to the status *quo ante*.

15. Indemnification. Programmer shall indemnify and hold Licensee harmless against any and all claims, losses, costs, liabilities, damage, FCC forfeitures, and expenses (including reasonable legal fees and other expenses incidental thereto), arising from Programmer's programs and advertising broadcast under this Agreement, including, but not limited to, slander, defamation, libel, illegal competition or trade practice, infringement of trademarks or trade names, violation of rights of privacy, and infringement of copyrights and proprietary rights, and any other violation of third party rights, FCC rules or other applicable law. Licensee shall indemnify and hold Programmer harmless against any and all claims, losses, costs, liabilities, damage, FCC forfeitures, and expenses (including court costs and reasonable legal fees) arising from the broadcast of Licensee's programming on the Stations, including without limitation, libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights or any other violation of third party rights or FCC rules or other applicable law. The obligations under this Section shall survive any termination of this Agreement.

16. Assignment. Neither party may assign this Agreement without the prior written consent of the other party hereto. The terms of this Agreement shall bind and inure to the benefit of the parties' respective successors and any permitted assigns, and no assignment shall relieve any party of any obligation or liability under this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the parties hereto and their successors and permitted assigns.

17. Severability. If any court or governmental authority holds any provision in this Agreement invalid, illegal, or unenforceable under any applicable law, then so long as no party is deprived of the benefits of this Agreement in any material respect, this Agreement shall be construed with the invalid, illegal or unenforceable provision deleted and the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby. The obligations of the parties under this Agreement are subject to the rules, regulations and policies of the FCC and all other applicable laws. The parties agree that Licensee may file a copy of this Agreement with the FCC, and that Licensee shall place a copy of this Agreement in the Station's public inspection file.

18. Notices. Any notice pursuant to this Agreement shall be in writing and shall be deemed delivered on the date of personal delivery or confirmed email transmission or confirmed delivery by a nationally recognized overnight courier service, or on the third day after prepaid mailing by certified U.S. mail, return receipt requested, and shall be addressed as follows (or to such other address as any party may request by written notice):

If to Programmer: Midway Broadcasting Corp.
800 S. Wells Street, Suite 130
Attention: Melody Spann-Cooper, Chair & CEO
Email:melody@midwaybroadcasting.com

with a copy (which shall not constitute notice) to: Chatman Law Offices, LLC.
180 N. Stetson, Suite 3500
Chicago, IL 6601
Attention: Linda C. Chatman
Email: lindachatman@chatmanlaw.com

If to Licensee: iHeartMedia + Entertainment, Inc.
233 North Michigan Avenue – 28th floor
Chicago, IL 60601
Attention: Regional VP
Email: MattScarano@iheartmedia.com

with a copy (which shall not constitute notice) to: iHeartMedia + Entertainment, Inc.
20880 Stone Oak Parkway
San Antonio, TX 78258
Attention: Legal Department
Email: LegalNotices@iheartmedia.com

19. Miscellaneous. This Agreement may be executed in separate counterparts, each of which will be deemed an original and all of which together will constitute one and the same agreement. No amendment or waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of such amendment, waiver, or consent is sought. This Agreement is not intended to be, and shall not be construed as, an agreement to form a partnership, agency relationship, or joint venture between the parties. Neither party shall be authorized to act as an agent of or otherwise to represent the other party. The construction and performance of this Agreement shall be governed by the laws of the State of Texas without giving effect to the choice of law provisions thereof. This Agreement (including the Schedule hereto) constitutes the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

20. Force Majeure and Facilities Upgrades. The failure of either party hereto to comply with its obligations under this Agreement due to (i) the need to perform construction at the transmitter site or to move the transmitter site in response to FCC authorization of an

improvement to or modification of the Stations' operating parameters, or (ii) acts of God, strikes or threats thereof or a force majeure or due to causes beyond such party's control, will not constitute an Event of Default under Section 14 of this Agreement and neither party will be liable to the other party therefor.

21. Certifications. Licensee certifies that it maintains ultimate control over the Station's facilities including, specifically, control over the Station's finances, personnel and programming. Programmer certifies that this Agreement complies with the provisions of 47 C.F.R. Sections 73.3555(a) and (c).

22. Payola. Programmer agrees that it will not accept any consideration, compensation, gift or gratuity of any kind whatsoever, regardless of its value or from including, without limitation, a commission, discount, bonus, material, supplies or other merchandise, services or labor (collectively "Consideration"), whether or not pursuant to written contracts or agreements between Programmer and merchants or advertisers, unless the payer is identified in the program for which Consideration was provided as having paid for or furnished such requirements. Programmer agrees to annually, or more frequently at the request of Licensee, execute and provide Licensee with a Payola Affidavit. Programmer further agrees to (1) complete any training required by Licensee on the subjects of payola, plugola and/or sponsorship identification, (2) obtain Licensee's prior written approval before accepting any item of value received from a record label, artist and/or independent promoter, and (3) provide to Licensee notice of any item of value received by Programmer from a record label, artist and/or independent promoter, along with any details or other information requested by Licensee with respect to such item(s). Failure by Programmer to comply with any of the requirements of this Section 22 shall constitute a material breach by Programmer, for which Licensee may immediately terminate this Agreement.

23. Nondiscrimination. In accordance with Paragraphs 49 and 50 of United States Federal Communications Commission Report and Order No. FCC 07-217, the University will not discriminate in any contract for advertising on the basis of race or ethnicity, and all such contracts will be evaluated, negotiated and completed without regard to race or ethnicity. Failure by Programmer to comply with any of the requirements of this Section 23 shall constitute a material breach by Programmer, for which Licensee may immediately terminate this Agreement.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO LOCAL PROGRAMMING AND MARKETING AGREEMENT

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first set forth above.

LICENSEE:

IHEARTMEDIA + ENTERTAINMENT, INC.

By: 

Name: MATT SCARANO

Title: REGION PRESIDENT

PROGRAMMER:

MIDWAY BROADCASTING CORPORATION

By: 

Name: Melody Spann Cooper

Title: Chairman

ATTACHMENT I

FORM OF FOREIGN GOVERNMENT-PROVIDED PROGRAMMING AFFIDAVIT

County of Cook)
)
State of Illinois)

FOREIGN GOVERNMENT-PROVIDED PROGRAMMING AFFIDAVIT

Melvin Span Cooper, being first duly sworn, hereby states as follows:
Print Name

1. I am CEO for Midway Broadcasting Corp
Position Company

2. I have acted in the above capacity since 1999.

3. I am not a "foreign governmental entity," which includes a government of a foreign country, a foreign political party, an agent of a foreign principal, or a United States-based foreign media outlet, as defined in 47 C.F.R. Section 73.1212(j) as adopted by the FCC's Report and Order, *In the Matter of Sponsorship Identification Requirements for Foreign Government-Provided Programming*, MB Docket No. 20-299, FCC 21-42 (released Apr. 22, 2021).

4. To my knowledge, no programming (the "Programming") to be broadcast by an HD Channel of radio station [CALL SIGNS, CITY OF LICENSE, STATE & FCC FACILITY ID #] (the "Station") pursuant to the HD Channel Agreement among iHM Licenses, LLC, iHeartMedia + Entertainment, Inc. (collectively, "iHeartMedia") and [NAME OF PROGRAMMER] (the "Company"), or pursuant to a sub-lease by the Company, or further back in the chain of producing/distributing the Programming, will be provided by, directly or indirectly, a "foreign governmental entity," as defined in 47 C.F.R. Section 73.1212(j), with "provided by" including the broadcast of programming in exchange for consideration and/or the furnishing of any political program or any program involving the discussion of a controversial issue for free as an inducement to broadcast the programming.

5. I will inform iHeartMedia and the Company immediately of any changes to the foregoing certifications.

6. In the event that the Programming does contain material provided by a foreign governmental entity as defined by 47 C.F.R. Section 73.1212(j), I will assist the Company to (i) ensure that, at the time of broadcast, the material includes the on-air disclosure required by 47 C.F.R. Section 73.1212(j), and (ii) provide iHeartMedia the documentation required by 47 C.F.R. Sections 73.1212(j)(6) and

73.7326(e)(19) for upload to the iHeartMedia Station's online public inspection file folder marked "Foreign Government-Provided Programming Disclosures."

Signature: 
Printed Name: Melody Spann Capner

Subscribed and sworn to before me
this ____ day of _____, 20 __.

Notary Public

My Commission expires: _____.