

## PROGRAMMING AGREEMENT

This Programming Agreement (this "Agreement"), dated as of **January 9, 2019**, is by and between Cumulus Radio LLC, a Delaware limited liability company, f/k/a Cumulus Radio Corporation ("Operator"), on one hand, and Edelman Financial Engines, LLC, a Delaware limited liability company ("Programmer").

WHEREAS, Operator owns or holds certain assets used or useful in the operation of radio stations **WPRO(AM) in Providence, RI** (FCC Facility ID 11251) ("WPRO"), and

WHEREAS, Operator and Programmer desire to enter into this Agreement to enable Programmer to provide certain programming on the Stations; 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.**

- (a) Programmer's (or its wholly-owned subsidiary's) program (individually, the "Program" and collectively, the "Programming") will consist of a live broadcast of "The Ric Edelman Show," or will be provided to Operator via satellite feed; provided, that upon the parties' mutual agreement, Programmer may make the Program available for download via FTP or other mutually agreeable alternative means. Programmer shall be solely responsible for any expenses incurred in the production, origination and/or delivery of the Program, which will be hosted by Ric Edelman (the "Host"). If Host is unable to host the Program on any given day, it shall be Programmer's responsibility to find a suitable substitute host. In the event Host should no longer be able to host the Program, Operator shall have the option to terminate this Agreement if a suitable replacement host cannot be mutually agreed upon.
- (b) In the event Programmer provides Operator with commercial inventory to be played either during the Program or otherwise and such advertising contains music or other audio in the background, Operator shall not be responsible to the extent such music or audio may be heard along with the announcer's voice when the Program is rejoined.

- (c) Programmer shall structure its Programming to allow a margin of at least two and one-half (2.5) seconds between each segment of the Program to allow Operator's computer a sufficient margin for error going into and out of the Program.

**1.2 Program Broadcast.** To the extent necessary, Operator shall make studio facilities, board equipment, and board operator available to Programmer for the transmission of the Program over the Stations. Operator shall broadcast, or cause to be broadcast, the Program on the Stations each week on the following day(s) and time(s): (i) on **WPRO, Saturdays between the hours of 10:00 a.m. and 11:00 a.m.** 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 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 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 December 31, 2018, and shall terminate on the earlier of (a) December 29, 2019, or (b) such time as this Agreement is terminated in accordance with Section 13 hereof.

**2.2.** This Agreement shall not automatically renew. Sixty (60) 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 Programmer's Program on the Stations, Programmer shall pay Operator the aggregate sum of **One Hundred Three Thousand Eight Hundred Dollars (\$103,800.00)** (the "Fee"). All payments of the Fee hereunder are due no later than the tenth (10th) day of each month. If Operator does not receive the Fee by the 10th day of any month during the Term, Operator shall have the right to terminate this Agreement upon written notice to Programmer. Operator shall submit monthly invoices to Programmer for review and payment. Absent a good faith dispute regarding an invoice, Programmer shall pay, via check or ACH, all invoiced amounts within 90 days of receipt of the invoice.

## **Section 4. Advertising.**

**4.1** Programmer may insert no more than three (3) sixty-second spots of commercial inventory into each Program, subject to the limitations contained in this Agreement. On

Wednesday of each week during the Term, Programmer shall provide Operator with a list of all commercial spots that will be aired in connection with the Program for that week. All Programmer commercial spots, including without limitation, any commercial announcements that will be aired outside the Program are set forth in the insertion order contained in Attachment I annexed hereto. All commercial announcements other than those specifically reserved for Programmer are those of Operator. Notwithstanding anything to the contrary contained in this Agreement, the insertion order has been attached as Attachment I hereto for the sole purpose of identifying those commercial announcements that will be aired by the Stations outside the Program and for no other purpose. It is expressly understood and agreed by the parties hereto that any additional language contained in the insertion order other than the amount of the Fee is expressly excluded from this Agreement.

**4.2** Operator will not broadcast any advertisement, promotion or other programming that involves any business that is competitive with the business of Programmer or Edelman Financial Engines immediately adjacent to or during the Program. For purposes of this Agreement, a business is “competitive with the business of Programmer or Edelman Financial Engines” if the business involves, in whole or in part, investment or financial advice, investment strategies or evaluation of investment options, including without limitation, stocks, bonds, mutual funds, ETFs, annuities, life insurance policies or products or accounting services. An advertisement, promotion or other programming will be deemed to be broadcast “immediately adjacent to or during” the Program only if it is aired between the hours of **10:00 a.m. and 11:00 a.m. local time on WPRO Saturday mornings.**

## **Section 5. Intentionally Omitted.**

## **Section 6. Stations’ 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 Stations’ 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 Stations’ 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 Stations’ respective public inspection files.

**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 Stations. 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 established by Programmer. If Operator determines, in the exercise of Operator's sole discretion, that any material supplied by Programmer for broadcast on the Stations 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 Stations.

**6.3 Programmer Compliance with Copyright Act.** Programmer represents and warrants to Operator that Programmer has unrestricted authority to broadcast its Programming on the Stations 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 any other music licensing agent, (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.

**6.4 Sales Expenses.** Programmer shall be responsible for payment of all expenses attributable to Programmer's sale of advertising time on the Stations, 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.

**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 and each anniversary of the date hereof (if any), 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 Stations, with each Payola Affidavit to be substantially in the form attached hereto as Attachment II. 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.**

(a) Programmer shall not at any time acquire or claim any right, title or interest of any nature whatsoever in any call letters, logos, trademarks, or insignia used or useful in the operation of the Stations (individually and collectively, the "Trademarks"). In no event may Programmer license such Trademarks to any person, group or entity. The right to use the Trademarks shall not extend to Programmer or any sponsors of the Program without the prior

written consent of Operator in each instance, which shall be in Operator's sole discretion. This Section shall survive any termination or expiration of this Agreement.

(b) Programmer owns all right, title and interest in and to the Program, including without limitation all intellectual property rights related thereto. This Agreement shall not be construed to grant Operator any right, title or interest in the trade names, trademarks, service marks, or other intellectual property of Programmer relating to the Program. Except as otherwise provided in this Agreement, Operator will not rebroadcast, simulcast, or make available all or any part of the Program without the prior written consent of Programmer.

(c) In the event of a breach of this Section, either party may terminate this Agreement upon written notice to the breaching party.

## **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 in order to comply with applicable provisions of the Act and FCC Rules. Programmer shall promptly provide Operator with copies of all correspondence and complaints received from the public with respect to the Programs or Stations (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 Stations' 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 Stations' MSA during the Term.

**Section 10. Special Events.** Operator shall have the right, in its sole discretion, to preempt any broadcasts of the Program to air special events. Such events shall include, but not be limited to, news, weather, special sports events and other live programming. 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 within the next fourteen (14) days. 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 Stations.

**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 Stations. 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 claim. Within ten (10) business days of Operator's request, Programmer shall provide Operator with a certificate of insurance

evidencing proof of the required insurance coverage and shall include Operator as an additional insured/loss party under such policy for vicarious liability only; provided, that in the event Programmer's policy is amended to include Operator as an additional insured, any such amendment shall amend the insured portion of the policy only, and not any exclusion thereof, to ensure that any such exclusion will not apply to Operator as an additional insured. 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 Stations are 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 3, or Section 6.6 hereof;

(d) by Programmer, pursuant to Section 6.6 or Section 15.12 hereof;

(e) by either party, upon 30 days written notice to the other party after March 31, 2019;

(f) the mutual consent of both Programmer and Operator; or

(g) 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 corporate 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.

## **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 Programmer or Operator 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 Stations; and provided further, Programmer may assign its rights and obligations under this Agreement at any time to any party that, directly or indirectly, owns or controls, is owned or controlled by, or under common control with, Programmer.

**15.2 Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original but all 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 all 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 Georgia 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:

Edelman Financial Engines, LLC  
11095 Metcalf Avenue  
Overland Park, KS 66210  
Attn: Adam Hostetter

With a copy (which shall not constitute notice) to:

Edelman Financial Engines, LLC  
28 State Street, 21st Floor  
Boston, MA 02109

Attn: Office of the General Counsel  
Facsimile: (617) 556-2333

and a copy to:

Edelman Financial Engines, LLC  
4000 Legato Rd, 9<sup>th</sup> Floor  
Fairfax, VA 22033

To Operator:

Cumulus Radio LLC  
1502 Wampanoag Trail  
East Providence, RI 02915  
Attn: Market Manager

With a copy (which shall  
not constitute notice) to:

Cumulus Radio LLC  
c/o Cumulus Media Inc.  
3280 Peachtree Road, NW  
Suite 2200  
Atlanta, GA 30305  
Facsimile: (404) 260-6961  
Attn:

**15.7 Severability.** If any provision of this Agreement or the application thereof to either Programmer or Operator or the 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, Programmer and Operator 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 the parties hereto.

**15.9 Remedies.** In the event that any party breaches or threatens to breach any provision of this Agreement, the non-breaching 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, 6.2 and 6.6 of this Agreement. If either Programmer or Operator

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 Programmer or Operator 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, 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 Programmer or Operator shall have any obligation to the other during the period that the Station's facilities are subject to a force majeure event; provided, that in the event Programmer has prepaid any Fee hereunder, Operator will reimburse that Fee to Programmer on a pro-rata basis.

**15.12 Format Change.** Operator will provide written notice to Programmer within five (5) business days of any change in the format of either Station. In the event of such change, Programmer may terminate this Agreement upon five (5) business days written notice to Operator. Operator will refund any prepaid Fee for any Programs that will not be aired as a result of such termination.

[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.

EDELMAN FINANCIAL ENGINES, LLC

By:   
Adam Hostetter  
Vice President, Channel Marketing

CUMULUS RADIO LLC

By:   
[NAME]  
Vice President & Market Manager

## ATTACHMENT I

### Insertion Order

(Attached)

**ATTACHMENT II**

**Payola Affidavit**

County of \_\_\_\_\_ )

SS:

State of \_\_\_\_\_ )

### ANTI-PAYOLA/PLUGOLA AFFIDAVIT

I, Lalia Padia, being first duly sworn, hereby states as follows:

1. I am \_\_\_\_\_ for Edelman Financial Engines, LLC  
Position
2. I have acted in the above capacity since \_\_\_\_\_.
3. To my knowledge, no matter has been broadcast by **WPRO(AM) in Providence, RI** (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 Stations.
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 Stations.

Signature

Subscribed and sworn to before me

This 6 day of May, 2019

Maria Woods  
Notary Public

My Commission expires: 9.20.2020

