

SECOND AMENDMENT TO LOCAL PROGRAMMING AND MARKETING AGREEMENT

This SECOND AMENDMENT TO LOCAL PROGRAMMING AND MARKETING AGREEMENT (this "Second Amendment"), made by and between Audacy Washington DC, LLC (f/k/a Entercom Washington DC, LLC as successor-in-interest to CBS Radio Inc.) and Audacy License, LLC (f/k/a Entercom License, LLC as successor-in-interest to CBS Radio East Inc.) (collectively, "Licensee"), and Bloomberg Communications, Inc. ("Programmer"), and effective as of January 1, 2024 (the "Second Amendment Effective Date"), is made to that certain "Local Programming and Marketing Agreement" dated December 3, 2015 (the "Original Agreement"), by and among CBS Radio East Inc. and CBS Radio Inc. (predecessors-in-interest to Licensee as set forth above), and Programmer, as amended by that certain "First Amendment to Local Programming and Marketing Agreement" (the "First Amendment") effective January 4, 2021 (the First Amendment collectively with the Original Agreement being known as the "Agreement"), whereby Licensee and Programmer desire to amend the Agreement as set forth herein. Licensee is the operator of Radio Station WDCH-FM ("WDCH"), Bowie, Maryland, and WJZ-FM HD2 (combined with WDCH, collectively, the "Station").

NOW, THEREFORE, in consideration of the promises set forth herein and intending to be legally bound by this written instrument, the parties hereby agree as follows:

1. As of the Second Amendment Effective Date, Section 1 "Term" of the Agreement is hereby deleted in its entirety and replaced with the following:

"Term. The term of this Agreement (the "Term") will begin on January 1, [REDACTED], and will continue until and through [REDACTED] unless earlier terminated in accordance with the terms of the Agreement (or extended by mutual written agreement). Notwithstanding the foregoing, either party may terminate this Agreement effective upon at least [REDACTED] prior written notice, provided that such written notice may not be delivered [REDACTED]."

2. As of the Second Amendment Effective Date, Section 2(d) of the Agreement (as added in Section 3 of the First Amendment) is hereby deleted in its entirety and of no further force and effect.

3. As of the Second Amendment Effective Date, Section 4 "Advertising" of the Agreement is hereby amended by deleting Section 4 of the First Amendment, and adding the following to the end of Section 4 of the Original Agreement:

"Notwithstanding the foregoing, Licensee shall receive the following inventory to sell and air on the Station during the Term (collectively, the "Inventory"):

- [REDACTED]
- [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

With respect to Licensee's selling of Inventory and Paid Programs as set forth above, during each calendar year of the Term, Licensee shall retain [REDACTED]

[REDACTED] of net revenues (i.e. deducting commissions and any other costs arising from such sales) received by Licensee (the "Revenue Threshold") from such sales applying to Paid Programs and/or Inventory which air in such calendar year. After [REDACTED] of net revenues has been collected by Licensee for a calendar year in accordance with the previous sentence, then with respect to the remainder of such applicable calendar year, [REDACTED]

[REDACTED] es received by [REDACTED]. For the avoidance of doubt, the Revenue Threshold shall reset at the beginning of each calendar year during the Term."

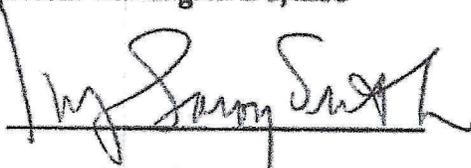
4. As of the Second Amendment Effective Date, Exhibit B of the Agreement (as amended in the First Amendment) is hereby deleted in its entirety and replaced with Exhibit B attached hereto and incorporated herein by this reference.

5. In the event of any inconsistencies between the Agreement and this Second Amendment, the terms of this Second Amendment shall take precedence, followed by the terms of the Agreement. Except as specifically set forth herein, this Second Amendment shall in no way modify, alter, or amend the remaining terms of the Agreement, all of which shall remain in full force and effect. Each reference in the Agreement to itself shall be deemed to refer to the Agreement as amended by this Second Amendment unless the context otherwise requires. This Second Amendment may be executed in one or more counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument. Signatures on this Second Amendment transmitted by facsimile, email or other electronic means shall be deemed to be original signatures for all purposes of this Second Amendment. All references in the Agreement to itself shall be deemed to refer to the Agreement as amended by this Second Amendment.

[SIGNATURES TO FOLLOW]

WHEREFORE, the parties have caused this Second Amendment to be executed as of the Second Amendment Effective Date by their duly authorized representatives.

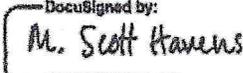
Entercom Washington DC, LLC

By: 

Name: Ivy Savoy-Smith

Title: SVP/Market Manager

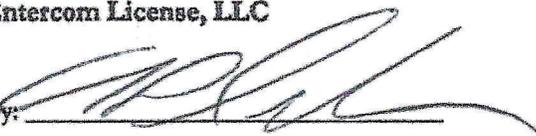
Bloomberg Communications, Inc.

DocuSigned by:

By: 35E9FF8F3EB24D0...

Name: M. Scott Havens

Title: Chief Executive Officer

Entercom License, LLC

By: 

Name: Andrew Sutor

Title: EVP/General Counsel

EXHIBIT B

Monthly Fee. During the Term, Programmer shall pay Licensee the annual amounts described below, per [REDACTED]. The monthly fee is due and payable by Programmer on the [REDACTED] day of the broadcast month (e.g., by January 1, 2024, the [REDACTED] due for January 2024 must be paid by Programmer to Licensee). The monthly fee shall be paid by check or wire transfer to Licensee of immediately available funds without invoice or demand and without deduction or setoff.

[REDACTED]

[REDACTED]

[REDACTED]