

Exhibit A

SESAC Radio Broadcasting Performance License

This License Agreement (the “Agreement”), is made in New York by and between SESAC LLC (“SESAC”), a Delaware limited liability company, with offices at 35 Music Square East, Nashville, TN 37203 c/o Vice President of Licensing Operations, and

LICENSEE Information			
(“LICENSEE”)			
<i>(Legal Entity Name)</i> Business Entity(select one): ☐ Corporation ☐ LLC ☐ Sole Proprietorship ☐ Other: _____			
<i>(State of Incorporation, if applicable)</i>		<i>(Taxpayer ID #)</i>	
<i>(Street Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
<i>(Telephone #)</i>	<i>(Fax #)</i>	<i>(Email)</i>	
Station Information			
		AM/FM	(“Station”)
<i>(Call Letters)</i>	<i>(Frequency)</i>	<i>(FCC ID)</i>	<i>(Circle One)</i>
Station Location			
☐ Same as LICENSEE Information			
<i>(Street Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
<i>(Telephone #)</i>	<i>(Fax #)</i>	<i>(Email)</i>	
Billing Information			
☐ Same as LICENSEE Information			
<i>(Street Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
<i>(Telephone #)</i>	<i>(Fax #)</i>	<i>(Email)</i>	

SESAC and LICENSEE are individually referred to as a “Party” and collectively referred to as the “Parties.”

1. Term.

The term of this Agreement shall commence as of January 1, 2019 and end on December 31, 2022 (the “Term”).

2. Definitions.

A. “Advertising Inventory/Sponsorships/Promotions” means any form of advertising units (including sponsorships, promotions, search results or integrated marketing campaigns) now known or hereafter devised, no matter how broadcast, transmitted, distributed or otherwise exploited, in connection with Station’s Radio Broadcasting (as defined below) and/or New Media Transmissions (as defined below), or any portion thereof.

B. “Advertising Revenues” shall mean all amounts received or otherwise credited as revenue by LICENSEE, any of its Affiliates (as defined below) or, any Local Manager (as defined below), on behalf of LICENSEE, from third parties derived from the sale of Advertising Inventory/Sponsorships/Promotions. For the avoidance of doubt, Advertising Revenues shall not include the value of Advertising Inventory/Sponsorships/Promotions in the form of: (i) non-cash payments such as payments in goods or services commonly referred to as “trades” or “barter,” for or on behalf of LICENSEE, or (ii) promotional and/or cross-promotional announcements (*e.g.* house ads) promoting LICENSEE, Station’s Radio Broadcasting or New Media Transmissions, or political programs and announcements, in each case solely to the extent that LICENSEE does not receive cash payment for such promotional announcements and/or political programs or announcements (as applicable).

C. “Affiliate” means an entity, directly or indirectly, controlled by, controlling of, or under common control with a Party, either now or in the future, and its respective successors and assigns. An entity shall be deemed to have control of another entity when it possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other entity, whether through the ownership of voting securities, by contract or otherwise.

D. “Distribution Revenues” means any and all amounts received or otherwise credited as revenue by LICENSEE, any of its Affiliates or, any Local Manager, on behalf of LICENSEE, from third parties for the distribution, transmission, reception of and/or access to Station’s Radio Broadcasting or New Media Transmissions, as applicable, or any portion thereof.

E. Intentionally Omitted.

F. “Gross Revenue” means, collectively, Advertising Revenues and Distribution Revenues derived from or generated in connection with Station’s Radio Broadcasting and/or New Media Transmissions. Gross Revenue includes all amounts received or otherwise credited as revenue, without deductions, credits or exclusions of any kind other than as explicitly set forth in this Agreement, including the 8/20/20 Letter Agreement, which is expressly incorporated herein by reference.

G. “Local Management Agreement” shall mean any agreement under which any other entity becomes a Local Manager in regard to Station.

H. “Local Manager” shall mean any entity not under common ownership or control with LICENSEE that is authorized to resell ten percent (10%) or more of Station’s air time and: (1) simulcasts or sells announcements on Station in combination with a radio station owned or operated by an entity that has entered into a SESAC Radio Broadcasting Performance License, or (2) has assumed, contractually or otherwise, responsibility for the management of Station and the payment of license fees. Nothing in this definition shall limit the obligations of the Station owner to SESAC.

I. “Musical Work” means any copyrightable musical composition, including any lyrics or words written to be used with such composition.

J. “Net Revenue” shall mean Gross Revenue solely less a 12% deduction of Gross Revenue from which such deduction is made, and solely to the extent that LICENSEE is reporting such revenue on an accrual basis in the ordinary course of business.

K. “New Media Transmissions” shall include any non-subscription, linear transmissions made via the Internet, wireless data networks, fiber-optic networks, or any other similar transmission facilities, regardless of the device, app, widget, or player through which such transmissions are accessed, where a commercial relationship exists between such performance and LICENSEE's Radio Broadcasting. By way of example, a commercial relationship exists when: (1) there is in-common branding and marketing between LICENSEE's New Media Transmissions and LICENSEE's Radio Broadcasting; and/or (2) there are bundled sales of advertising availabilities and/or sponsorship across LICENSEE's Radio Broadcasting and LICENSEE's New Media Transmissions. New Media Transmissions shall also include: (i) transmissions in response to a request by a listener or user for playback or replay of previously transmitted Radio Broadcasting programs or radio-style podcasts and (ii) ancillary, incidental audio-visual content displayed in conjunction with New Media Transmissions on or through Station’s owned and/or controlled primary website, in each case where a commercial relationship exists between such performances and LICENSEE’s Radio Broadcasting. For the avoidance of doubt, pre-roll and post-roll advertisements displayed in connection with New Media Transmissions shall be deemed to share the accompanying New Media Transmissions’ commercial relationship, if any, with LICENSEE’s Radio Broadcasting, as detailed in the 8/20/20 Letter Agreement.

L. “Radio Broadcasting” shall mean audio “over-the-air” broadcasts by means of Station's FCC-licensed terrestrial analog signals and HD/multicasting via its FCC-assigned digital facilities (sometimes referred to as “multicasting” or “HD Radio”) as identified with the FCC's unique station identifier or FCC Facility ID. Radio Broadcasting excludes FCC-licensed low power audio broadcasting with similar technical characteristics and requirements as currently defined in 47 C.F.R. § 73.801, et seq., but it includes FM Translators as defined in 47 C.F.R. § 74.1231.

M. “SESAC Repertoire” shall mean all of the musical works for which SESAC is authorized to license the public performance right in the Territory at the time of Station’s performance, to the full extent of SESAC’s rights to represent the composers, producers or music

publishers owning the public performance rights to such works.

N. “Territory” shall mean the United States, its Commonwealths, territories, dependencies, protectorates, and possessions.

O. “Through-to-the-Audience License” shall mean, in reference to the scope of the rights granted under this Agreement, a non-exclusive license that authorizes the transmission and retransmission of any Radio Broadcasting or New Media Transmission to listeners, or viewers, so long as each entity involved in the transmission or retransmission other than LICENSEE is in contractual privity with LICENSEE and has an economic relationship with LICENSEE. For the avoidance of doubt, nothing in this license shall be construed as authorizing LICENSEE to grant to bars, restaurants, taverns, hotels, retail establishments, and other similar businesses or establishments, any right to perform publicly any of the SESAC Repertoire.

3. Grant of Rights.

A. Subject to the terms and conditions of this Agreement, SESAC hereby grants to LICENSEE, and LICENSEE hereby accepts, a non-exclusive, non-transferable, non-sublicensable Through-to-the-Audience License, solely during the Term, to perform publicly in the Territory, by Radio Broadcasting and New Media Transmissions, non-dramatic performances of the SESAC Repertoire.

B. Except as specifically provided for in Section 3.A above, nothing contained herein shall be construed as permitting LICENSEE to publicly perform, transmit, re-transmit or reproduce any of the SESAC Repertoire by any means, medium, method, device or process now or hereafter known. Nothing in this Agreement shall be construed to grant to LICENSEE, or to authorize LICENSEE to grant to any of their respective Affiliates or any third party, any other music-related rights including the right to reproduce, copy, distribute or perform publicly by any means, method or process whatsoever, any sound recording embodying any Musical Works (or any part thereof) that are included in the SESAC Repertoire.

C. Except as specifically provided for in Section 3.A above, nothing contained herein shall be construed as permitting LICENSEE to grant to others the right to publicly perform, transmit, re-transmit or reproduce any of the SESAC Repertoire by any means, medium, method, device or process now or hereafter known, or as permitting any recipient of the performance of any of the SESAC Repertoire to publicly perform, transmit or reproduce any of the SESAC Repertoire by any means, medium, method, device or process now or hereafter known, without first obtaining a written license from SESAC or its respective affiliated copyright owners.

D. This Agreement shall specifically exclude “Grand Rights” in and to the SESAC Repertoire. For the purposes of this Agreement, “Grand Rights” shall be in accordance with how that term has been generally used and understood in the music performance industry, and accordingly: (i) shall include (without limitation) the right to perform, in whole or in part, dramatico-musical works and dramatic works in a dramatic setting; but (ii) shall not include Musical Works embodied on albums constituting the audio soundtracks of operas, operettas,

musical comedies, plays, or like productions (performances of which shall be deemed authorized hereunder).

E. The performances licensed hereunder may be accessed at any location, whether or not such location is licensed to publicly perform the SESAC Repertoire. However, nothing in this Agreement shall be deemed to grant a license with respect to such locations, including without limitation commercial and non-commercial establishments where all or any portion of the transmissions licensed hereunder are audible.

F. Reservation of Rights. As between LICENSEE and SESAC, SESAC retains all right, title and interest in and to the Musical Works in the SESAC Repertoire and except for the limited rights and licenses granted to LICENSEE pursuant to this Agreement and subject to the applicable obligations and restrictions set forth herein, nothing shall be construed to restrict, impair, encumber, alter, deprive or adversely affect the SESAC Repertoire or any of SESAC's rights or interests therein or any other SESAC intellectual property, brands, information, content, processes, methodologies, products, goods, services, materials or rights, tangible or intangible.

G. Ownership Changes. Upon any filing by LICENSEE with the FCC for: (1) any requested change in ownership of Station based on current FCC Application Forms 314, 315 and 316 or (2) any request to cease Radio Broadcasting, LICENSEE shall contemporaneously notify SESAC of any such request(s) either in writing or via the online portal made available to LICENSEE by SESAC.

4. License Fee / Annual Reports.

A. In consideration of the rights granted pursuant to this Agreement, LICENSEE shall report Gross Revenue and Net Revenue and pay license fees to SESAC as follows:

B. Reporting. LICENSEE shall submit, or shall have submitted on its behalf, a report for Station setting forth the amount of Gross Revenue and Net Revenue for each calendar year during the Term, together with such other information, if any, as may be reasonably necessary for SESAC to verify the corresponding fees due pursuant to Section 4.D below for each calendar year via <https://licensees.sesac.com> in the format and methodology agreed upon by SESAC and the Radio Music Licensing Committee (the "RMLC") during the 2016-2018 license period (each an "Annual Report"). LICENSEE shall submit an Annual Report for calendar year 2019 to SESAC within thirty (30) days of the License Availability Date (as defined in the Letter Agreement between SESAC and the RMLC dated 8/20/20 (the "SESAC-RMLC Letter Agreement)) (the "2019 Annual Report"). LICENSEE shall submit an Annual Report for calendar year 2020 to SESAC on or before April 1, 2021 (the "2020 Annual Report"). LICENSEE shall submit an Annual Report for calendar year 2021 to SESAC on or before April 1, 2022 (the "2021 Annual Report"). LICENSEE shall submit an Annual Report for calendar year 2022 to SESAC on or before April 1, 2023 (the "2022 Annual Report"). Any Annual Report attempted to be submitted to SESAC by LICENSEE in any other fashion (rather than the format and methodology available for such submission via <https://licensees.sesac.com>) will be deemed a non-submission of an Annual Report, subject to the notice and cure provisions of Section 7, unless the failure to submit online is due to a technological failure on SESAC's part. In such case, submission by another method will not constitute a non-submission. SESAC will promptly confirm electronically to

LICENSEE receipt of the Annual Reports required by this Section. The Parties' respective rights and obligations arising from this Section 4.B shall survive any expiration or earlier termination of this Agreement.

C. Interim Credits / Fees. SESAC shall, within forty-five (45) days following its receipt of LICENSEE's 2019 Annual Report, confirm the interim amounts billed under Sections 3 or 6.a of the July 23, 2015 SESAC-RMLC Settlement Agreement (such billings shall hereinafter be referred to as "LICENSEE's Interim Fee Billings"). Any credits on account for LICENSEE (less LICENSEE's Interim Fee Billings not paid) in excess of three (3) times LICENSEE's Final Annual Fee for 2019 shall be refunded to the current owner of Station) within ninety (90) days of SESAC's receipt of LICENSEE's 2019 Annual Report, with the remainder applied as a credit to LICENSEE's subsequent invoices during the Term, if any ("2019 Operational Credit"). At the end of the Term, any remaining 2019 Operational Credit will be refunded to the current station owner. For the avoidance of doubt, LICENSEE's Interim Fee Billings do not include any late payment charges billed or paid by LICENSEE.

Upon SESAC's processing of LICENSEE's 2019 Annual Report, to the extent any additional amounts are due to SESAC in excess of LICENSEE's Interim Fee Billings, such amounts shall be invoiced in twelve (12) equal monthly installments.

D. License Fees. License fees for a given calendar year shall be calculated by multiplying the amount of Net Revenue reported in LICENSEE's Annual Report for that year by 0.2557% (the "Final Annual Fee"). Effective in calendar year 2020 and upon exhaustion of LICENSEE's 2019 Operational Credit, LICENSEE shall pay provisional license fees on a monthly basis with the provisional license fee for each month equal to one twelfth ($1/12^{\text{th}}$) of the product of 0.2557% and the amount of Net Revenue reported on the most recent Annual Report ("Provisional License Fees"). If SESAC does not receive any Annual Report required by Section 4.B for any calendar year when due, the Provisional License Fees will be increased by twenty-four percent (24%) and payments at that increased rate will continue from month to month until the required Annual Report is received. Each monthly installment shall be paid to SESAC on or before the last day of the month to which such Provisional License Fee is attributable. In the event that LICENSEE's Provisional License Fees paid in any year during the Term exceed LICENSEE's Final Annual Fee for that year, the difference shall apply as an Operational Credit towards LICENSEE's future license fee obligations, if any, to SESAC. In the event that LICENSEE terminates its license relationship with SESAC, SESAC shall remit to LICENSEE any remaining Operational Credits. In the event that LICENSEE's Provisional License Fees paid in any year during the Term are less than LICENSEE's Final Annual Fee for that year, LICENSEE shall pay the difference to SESAC no later than sixty (60) days from invoicing by SESAC.

E. All-Talk Stations. In the event that Station falls within the description of an "All-Talk" station set forth on the SESAC Radio Broadcasting All-Talk Amendment for RMLC-Represented Stations (the "All-Talk Amendment"), attached as Exhibit B hereto, LICENSEE may complete the All-Talk Amendment and submit it to SESAC, and subject to SESAC's right to verify Station's eligibility under the All-Talk Amendment, LICENSEE will pay license fees in accordance with the terms thereof. If eligible, Station may elect to be licensed on an "All-Talk" basis, and if Station no longer qualifies for the "All-Talk Amendment," Station shall be licensed on a blanket basis under the terms above, at the beginning of any calendar quarter by providing

forty-five (45)-days' advance written notice to SESAC. If SESAC determines that Station is licensed on an "All-Talk" basis but no longer qualifies for the "All-Talk Amendment," and there is no good-faith dispute regarding Station's eligibility for the All-Talk Amendment, then, provided that SESAC gives forty-five (45) days' advance written notice to LICENSEE, Station shall be licensed on a blanket basis under the terms above, at the beginning of any calendar quarter following the calendar quarter in which SESAC provides notice that Station no longer qualifies for the "All-Talk Amendment."

In the event any dispute between the Parties arises from this Section 4.E of this Agreement, then the Parties shall first negotiate in good faith to attempt to resolve such dispute through negotiations, including escalation of such dispute to representatives of each Party at least one level higher in their organizations than the principal negotiators. Negotiations shall commence upon the date either Party provides notice of such dispute to the other Party (the "Dispute Notice"). If the dispute is not resolved within thirty (30) days following the date of the Dispute Notice, such dispute shall be subject to final binding arbitration as provided herein. The arbitration shall be conducted pursuant to the JAMS Comprehensive Arbitration Rules and Procedures in effect at the time that either Party makes a request for arbitration (the "Arbitration Rules"), and in accordance with the Expedited Procedures in those Arbitration Rules, including Rules 16.1 and 16.2 of those Arbitration Rules, except as modified herein. Arbitrations between the Parties shall take place in New York, New York. The arbitration shall take place before a single neutral arbitrator (the "Arbitrator") selected in accordance with the Arbitration Rules but no later than thirty (30) days from the time the request for arbitration is made. All discovery shall be completed within forty-five (45) days of selection of the Arbitrator, and the arbitration hearing shall be conducted no later than sixty (60) days after selection of the Arbitrator. The Arbitrator shall render his or her award or decision no later than thirty (30) days after close of the arbitration hearing. Any award or decision in arbitration shall be final and binding upon the Parties and shall be enforceable by judgment of any court of competent jurisdiction. In any arbitration under this provision, the prevailing party shall be entitled to reimbursement of its reasonable costs and expenses (but not its attorney's fees) for the arbitration. LICENSEE further agrees to the exclusive jurisdiction of the federal or state courts in New York, New York for purposes of any pre-arbitral injunctive relief, including any application for a preliminary injunction or order compelling arbitration, and waive any objection to laying venue in any such action or proceeding in such courts, or that such courts are an inconvenient forum or do not have jurisdiction over a Party. Neither the Parties nor the Arbitrator may publicly disclose the existence, content or results of any arbitration hereunder without the prior consent of both Parties; provided, however, that LICENSEE may disclose the existence, content and/or results of any arbitration pursuant to this Section 4.E to the RMLC and its counsel, and the results of any such arbitration may be disclosed in any subsequent mediation or arbitration to which SESAC and RMLC or LICENSEE are parties.

F. Billing or Accrual Basis. License fee reports will be made on a billing or accrual basis by Station, except that Station may report on a cash basis if its books have been kept on a cash basis, in which case LICENSEE shall not be entitled to the deduction referenced in Section 2. J of this Agreement.

G. Combination Sales. If Station's Gross Revenue is combined with revenue from any other station(s) that LICENSEE owns, operates, or controls (e.g., revenue from a combined advertising sale), the combination revenue shall be allocated among the station(s) on a reasonable basis, taking into account factors such as, but not limited to, separate sales by the station(s) for comparable facilities during the immediately preceding two (2) months and the relative ratings of the station(s) during such period.

H. Late or Non-Payments. SESAC shall have the right to impose a late payment charge of one percent (1%) per month for any license fee payment that is not subject to a reasonable good faith dispute and that is more than thirty (30) days past due, calculated from the date such payments were due. SESAC shall also have the right to impose a charge of \$35.00 for each dishonored check or other form of payment. LICENSEE shall have the right to impose a late payment charge of one percent (1%) per month for any amounts payable by SESAC under Section 4.C that are not subject to a reasonable good faith dispute and that are more than thirty (30) days past due, calculated from the date such payments were due. In the event a Party incurs any expenses in connection with the collection of any amounts past due to it hereunder, including but not limited to attorneys' fees, the late-paying Party shall be responsible for promptly paying such amounts to the collecting Party.

5. Audits.

A. LICENSEE agrees to maintain complete and accurate books and records in accordance with GAAP consistently applied and sufficient to verify compliance with LICENSEE's obligations under this Agreement; such records shall be limited to those necessary to allow SESAC to verify LICENSEE's reports, payments, statements and computations required by this Agreement, including LICENSEE's general ledger and financial statements, to the extent that such books and records are generated and maintained by LICENSEE in the ordinary course of its business. SESAC shall have the right, on at least thirty (30) days' prior written notice, to examine such books and records of LICENSEE for any calendar year covered by this Agreement and corresponding to a submitted Annual Report within twenty-four (24) months after the end of the year subject to examination. Any such examination shall take place during LICENSEE's normal business hours, in a manner that does not unreasonably interfere with the normal business operations of LICENSEE, and shall be limited to such extent as may be necessary to verify any and all reports, payments, statements and computations made or required hereunder. In connection with any such examination, LICENSEE agrees upon SESAC's request to provide to SESAC's authorized representatives access to all pertinent books and records, which may include (but will not require) the transmission of electronic records. If such access is provided on-site, all necessary documentation will be available to the auditors upon their arrival. Such books and records shall be kept by LICENSEE for as long as they are subject to audit under this Section. SESAC may not audit any calendar year more than once without good cause.

B. In the event an examination reveals that LICENSEE has underpaid any license fee due SESAC that is not subject to a reasonable good-faith dispute, LICENSEE shall submit the additional amount due within forty-five (45) days from SESAC's written request for such payment. Should such an examination reveal that LICENSEE has underpaid SESAC any license fee installment that is not subject to a reasonable good-faith dispute by an amount exceeding five percent (5%) or \$1,000.00, whichever is greater, LICENSEE shall pay the reasonable costs and expenses of the examination. If there is a reasonable good-faith dispute between the Parties with

respect to all or part of the additional fees that SESAC has billed pursuant to this Section, no late payment charges will be billed with respect to the disputed fees for a period beginning on the date SESAC billed the fees to LICENSEE and ending forty-five (45) days after such dispute is resolved. SESAC's rights and LICENSEE's obligations arising from this Section 5 shall survive any expiration or earlier termination of this Agreement. SESAC's or LICENSEE's exercise of any rights or remedies under this provision shall not prejudice any of SESAC's or LICENSEE's other rights or remedies, including the right to dispute any amounts owed to SESAC under this Agreement.

In the event any dispute between the Parties arises from an audit conducted pursuant to Section 6 of this Agreement, then the Parties shall first negotiate in good faith to attempt to resolve such dispute through negotiations, including escalation of such dispute to representatives of each Party at least one level higher in their organizations than the principal negotiators. Negotiations shall commence upon the date either Party provides notice of such dispute to the other Party (the "Dispute Notice"). If the dispute is not resolved within thirty (30) days following the date of the Dispute Notice, such dispute shall be subject to final binding arbitration as provided herein. The arbitration shall be conducted pursuant to the JAMS Comprehensive Arbitration Rules and Procedures in effect at the time that either Party makes a request for arbitration (the "Arbitration Rules"), and in accordance with the Expedited Procedures in those Arbitration Rules, including Rules 16.1 and 16.2 of those Arbitration Rules, except as modified herein. Arbitrations between the Parties shall take place in New York, New York. The arbitration shall take place before a single neutral arbitrator (the "Arbitrator") selected in accordance with the Arbitration Rules but no later than thirty (30) days from the time the request for arbitration is made. All discovery shall be completed within forty-five (45) days of selection of the Arbitrator, and the arbitration hearing shall be conducted no later than sixty (60) days after selection of the Arbitrator. The Arbitrator shall render his or her award or decision no later than thirty (30) days after close of the arbitration hearing. Any award or decision in arbitration shall be final and binding upon the Parties and shall be enforceable by judgment of any court of competent jurisdiction. In any arbitration under this provision, the Prevailing Party shall be entitled to reimbursement of its reasonable costs and expenses (but not its attorney's fees) for the arbitration. SESAC shall be deemed the "Prevailing Party" if the result reveals an underpayment of any license fee installment greater than five percent (5%) or \$1,000.00, whichever is greater. LICENSEE shall be deemed the "Prevailing Party" if the result reflects no underpayment of any license fee installment. If neither SESAC nor LICENSEE qualifies as a Prevailing Party under the preceding definitions, each Party shall bear its own costs and expenses of the arbitration. LICENSEE further agrees to the exclusive jurisdiction of the federal or state courts in New York, New York for purposes of any pre-arbitral injunctive relief, including any application for a preliminary injunction or order compelling arbitration, and waive any objection to laying venue in any such action or proceeding in such courts, or that such courts are an inconvenient forum or do not have jurisdiction over a Party. Neither the Parties nor the Arbitrator may publicly disclose the existence, content or results of any arbitration hereunder without the prior consent of both Parties; provided, however, that LICENSEE may disclose the existence, content and/or results of any arbitration related to the findings of an audit as described in Section 5 of this Agreement to the RMLC and its counsel, and the results of any such arbitration may be disclosed in any subsequent mediation or arbitration to which SESAC and RMLC or LICENSEE are parties.