

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

<hr style="border: 0.5px solid black;"/> <div style="display: flex; justify-content: space-between;"><div style="width: 40%;"><p>In re:</p><p>AUDACY, INC., <i>et al.</i>,</p><p style="text-align: right;">Debtors.¹</p></div><div style="width: 5%; text-align: center;"><p>§</p><p>§</p><p>§</p><p>§</p><p>§</p><p>§</p><p>§</p><p>§</p></div><div style="width: 55%; vertical-align: top;"><p>Chapter 11</p><p>Case No. 24-90004 (CML)</p><p>(Jointly Administered)</p></div></div>
--

**DECLARATION OF DISINTERESTEDNESS OF BURNS & LEVINSON LLP
PURSUANT
TO THE ORDER AUTHORIZING THE RETENTION AND COMPENSATION OF
CERTAIN PROFESSIONALS UTILIZED IN THE ORDINARY COURSE OF BUSINESS**

I, Leslie Muldowney, Esq., make this declaration (this “**Declaration**”) under penalty of perjury:

1. I am a Partner of Burns and Levinson LLP, located at 125 High Street, Boston, Massachusetts, 02110 (the “**Company**”).

2. The above-captioned debtors and debtors-in-possession (collectively, the “**Debtors**”), have requested that the Company provide legal advice and counseling specifically in the area with respect to negotiation of a purchase and sale agreement and related matters to the Debtors, and the Company has consented to provide such services.

3. The Company may have performed services in the past, may currently perform services and may perform services in the future, in matters unrelated to the chapter 11 cases, for persons that are parties in interest in the Debtors’ chapter 11 cases. The Company does not perform services for any such person in connection with the chapter 11 cases or have any relationship with

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://dm.epiq11.com/Audacy>. The location of the Debtors’ corporate headquarters and service address for purposes of these chapter 11 cases is: 2400 Market Street, 4th Fl, Philadelphia, PA 19103.

any such person, their attorneys, or accountants that would be adverse to the Debtors or their estates with respect to the matter on which the Company is proposed to be employed.

4. As part of its customary practice, the Company is retained in cases, proceedings, and transactions involving many different parties, some of whom may represent or be employed by the Debtors, creditors, claimants, and parties in interest in the chapter 11 cases.

5. Neither I nor any principal, partner, director, officer of, or professional employed by, the Company has agreed to share or will share any portion of the compensation to be received from the Debtors with any other person other than the principal and regular employees of the Company.

6. Neither I nor any principal, partner, director, or officer of, or professional employed by, the Company, insofar as I have been able to ascertain, holds or represents any interest adverse to the Debtors or their estates with respect to the matter(s) upon which this Company is to be employed.

7. The Debtors owe the Company approximately \$15,000.00 for prepetition services, the payment of which is subject to limitations contained in the United States Bankruptcy Code, 11 U.S.C. §§ 101–1532.

8. I understand that the amount owed by any of the Debtors to the Company for prepetition services will be treated as a general unsecured claim, and, as such, the Company may file a proof of claim.

9. I further understand that this Declaration will not suffice as the Company's proof of claim.

10. As of January 7, 2024, which was the date on which the Debtors commenced the chapter 11 cases, the Company was not party to an agreement for indemnification with certain of the Debtors, other than to the extent that could be deemed to fall without the Company's standard

engagement letter. A copy of the engagement letter between the Company and Audacy Atlas is attached as **Exhibit 1** to this Declaration.

11. To the extent that the foregoing engagement letter is deemed to be an indemnification agreement: Such agreement for indemnification (the “**OCP Agreement**”) is subject to the following modifications, applicable during the pendency of the Debtors’ chapter 11 cases:

- (a) The Company shall not be entitled to indemnification, contribution, or reimbursement pursuant to the OCP Agreement for services other than the services provided under the OCP Agreement, unless such services and the indemnification, contribution, or reimbursement are approved by the Court.
- (b) Notwithstanding anything to the contrary in the OCP Agreement, the Debtors shall have no obligation to indemnify the Company, or provide contribution or reimbursement to the Company, for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from the Company’s gross negligence, willful misconduct, fraud, self-dealing (if found to be applicable), bad faith, or breach of fiduciary duty (if any); (ii) for a contractual dispute in which the Debtors allege the breach of the Company’s contractual obligations if the Court determines that indemnification, contribution, or reimbursement would not be permissible under applicable law; (iii) of any type for which the Court determines that indemnification, contribution, or reimbursement would not be permissible; or (iv) settled prior to a judicial determination under (i) or (ii), but determined by the Court, after notice and a hearing, to be a claim or expense for which the Company should not receive indemnity, contribution, or reimbursement under the terms of the OCP Agreement as modified by the Court.
- (c) If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these cases (that order having become a final order no longer subject to appeal), or (ii) the entry of an order closing the chapter 11 cases, the Company believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors’ indemnification, contribution and/or reimbursement obligations under the OCP Agreement (as modified by the *Order Authorizing the Retention and Compensation of Certain Professionals Utilized in the Ordinary Course of Business* filed in the chapter 11 cases), including the advancement of defense costs, the Company must file an

application therefor in this Court, and the Debtors may not pay any such amounts to the Company before the entry of an order by the Court approving the payment. All parties in interest shall retain the right to object to any demand by the Company for indemnification, contribution, or reimbursement. In the event that the Company seeks reimbursement from the Debtors for attorneys' fees and expenses in connection with the payment of an indemnity claim pursuant to the OCP Agreement, the invoices and supporting time records for the attorneys' fees and expenses shall be included in the Company's own applications, both interim and final, but determined by the Court after notice and a hearing.

12. The Company is conducting further inquiries regarding its retention by any creditors, claimants, and parties in interest in the chapter 11 cases, and upon conclusion of that inquiry, or at any time during the period of its employment, if the Company should discover any facts bearing on the matters described herein, the Company will supplement the information contained in this Declaration.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Date: February 7, 2024

/s/ Leslie Muldowney

Leslie Muldowney

EXHIBIT 1

Engagement Letter



LESLIE B. MULDOWNNEY, ESQ.
617.345.3247
LMULDOWNNEY@BURNSLEV.COM

June 7, 2023

VIA: Electronic Mail: carmela.masi@audacy.com

Audacy Atlls, LLC
2400 Market Street, 4th Floor
Philadelphia, PA 19103
Attn: Carmela Masi, Vice President & Real Estate Senior Counsel

Re: Engagement of Burns & Levinson LLP – Purchase and Sale Agreement Negotiation

Dear Carmela:

Thank you for engaging Burns & Levinson LLP as counsel, relative to negotiations of a Purchase and Sale Agreement with Nordblom Company. The purpose of this letter is to confirm the terms and conditions under which our firm will undertake to represent you (hereinafter the "Client"). This Engagement Letter, along with the enclosed General Terms and Conditions attached as Exhibit 1 and Audacy's Billing Guidelines attached as Exhibit 2, shall in the event of a conflict, the terms of Exhibit 2 shall govern, then the body of this letter, then Exhibit 1 govern our engagement.

Limited Scope of Representation

We understand that the Client has engaged us to provide real estate legal services in connection with negotiations of a certain Purchase and Sale Agreement with Nordblom Company.

Fees and Expenses

It is understood that the Client has agreed to pay our fees and expenses in accordance with the provisions in our General Terms and Conditions.

The hourly billing rates for attorneys, paralegals and other employees in our firm vary depending on experience and expertise. As of the commencement of this matter, it is anticipated

Audacy Atlās, LLC
Attn: Carmela Masi, Vice President & Real Estate Senior Counsel
June 7, 2023
Page | 2

that most of the work will be performed by myself and my current hourly rate is \$725.00 per hour.

Retainer

It is customary for our firm to request a retainer before commencing work for new matters. However, in this instance, we are waiving our retainer requirement for this matter at this time.

Approval

If this letter accurately sets forth the terms of our representation of the Client, please sign below to indicate your approval. Please return a signed copy of this letter by email or regular mail. We will not commence work until the countersigned letter is received.

Thank you very much for asking us to represent you in this matter. Should you have any questions or comments, please feel free to contact me at any time.

Sincerely,


Leslie B. Muldowney

Audacy Atl^{os}, LLC

Attn: Carmela Masi, Vice President & Real Estate Senior Counsel

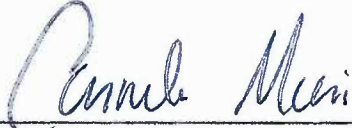
June 7, 2023

Page | 3

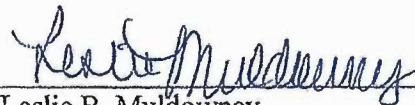
By signing below, Client and Burns and Levinson LLP acknowledges agreement with the terms herein and further acknowledges receipt of the Burns & Levinson's General Terms and Conditions attached as Exhibit 1 and the Audacy Billing Guidelines attached as Exhibit 2:

Audacy Atl^{os}, LLC

Burns and Levinson LLP



By: Carmela Masi, Vice President and
Real Estate Senior Counsel



By: Leslie B. Muldowney
Partner

Date: 6/8/23

Dated: 6/7/23



EXHIBIT 1

GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions are hereby expressly incorporated into and are part of the Engagement Letter entered into by and between Burns & Levinson LLP (the "Firm") and the Client identified in the Engagement Letter. In the event there is a conflict between any of these General Terms and Conditions and the Engagement Letter, the terms set forth in the Engagement Letter will govern with respect to the particular provision:

1. Identity of Client.

The Firm undertakes to represent only the person(s) and/or entity(ies) it has expressly agreed to represent and has acknowledged or identified as its Client(s) in the Engagement Letter. For example, to the extent any Client has incorporators, promoters, organizers, shareholders, partners, members, directors, officers, employees, subsidiaries, parents, affiliates, family members, related interests, insureds or insurers, the Firm does not undertake to represent such persons or entities, unless otherwise expressly agreed by the Firm in the Engagement Letter.

2. Attorney's Fees.

The Firm's attorney's fees are billed on an hourly basis based upon the factors which are considered relevant under the rules of professional conduct enforced in this state. The principal factors in determining our fees are the time and effort devoted to the matter and the hourly billing rate of the timekeeper(s) who work on the matter. The hourly billing rates for attorneys, paralegals and other employees in the Firm vary. The rates currently charged by the principal attorney(s) handling this engagement are set forth in the Engagement Letter. Rates charged by other timekeepers are as follows:

LEVEL	RATE RANGE (Effective January 1, 2023)
Partner	\$520.00 – \$1,000.00
Of Counsel	\$400.00 – \$700.00
Associate & Patent Agent	\$350.00 – \$675.00
Paralegal & Patent Docket	\$210.00 – \$450.00
Administrative & Support	\$50.00 – \$400.00

Our rates are subject to periodic changes. The Firm reserves the right to change rates for any or all attorneys or other timekeepers at any time. We will notify you in writing at least 30 days in advance of any such changes in rates occurring after this engagement begins.

3. Costs and Expenses.

Beyond hourly fees, certain expenses may be incurred in the Firm's representation of the Client. Examples of expenses that may be incurred are travel expenses, filing fees, messenger fees, electronic document storage and management fees, charges for obtaining copies of records, long distance telephone calls, photocopying expenses, court reporter expenses, computerized legal research and similar items. Any expenses that are incurred by the Firm on the Client's behalf will be itemized and shown on the Client's bills and are payable under the same terms as the Firm's fees. Although the Firm may elect from time to time to advance certain expenses for the Client, it is not under any obligation to do so and the Firm reserves the right to request that Client pay expenses directly.



4. Billing and Payment.

As a general rule, the Firm delivers billing statements within the first two weeks of every month. Invoices will describe services rendered and expenses incurred through the preceding month. Unless otherwise set forth in the Engagement Letter, the Firm's statements will indicate the nature of the work done to the date shown on the statement, the fees for those services and the expenses incurred by the Firm on the Client's behalf.

Statements are due and payable immediately upon issuance and are to be paid not later than thirty (30) days following the date of the invoice. In the event any billing statement remains unpaid for more than thirty (30) days, the Firm reserves the right to suspend performing any further services until satisfactory arrangements have been made for payment of outstanding bills and future bills. If such arrangements are not made, the Client agrees that the Firm may elect to terminate the engagement and the Client will not oppose withdrawal from the representation, subject to the Firm's responsibilities under applicable rules of professional conduct.

All payments should be made payable to Burns & Levinson LLP and remitted to:

Burns & Levinson LLP
125 High Street
Boston, MA 02110
Attn: Accounts Receivable Dept.

Wire Funds To:

Citizens Bank
ABA # 011 500 120
Acct Name: Burns & Levinson LLP/Operating Account
Acct #: 113100-156-4
Swift Code: CTZI US 33 (International Wires Only)

In addition, the Firm accepts the following credit cards as payment: VISA, MasterCard, American Express and Discover. See the Firm's web site (www.burnslev.com) for further details.

5. Estimate of Fees and Expenses.

If requested, the Firm may from time to time, for a client's convenience, furnish estimates of fees or expenses that it anticipates will be incurred. Any such estimates are subject to unforeseen circumstances and are by their nature inexact. As a result, the actual fees and expenses most likely will be more or less than any estimate. No fee estimate provided to the Client shall be deemed or construed to establish a fixed or maximum fee, and the Firm will not otherwise be bound by any estimate, unless expressly otherwise provided in the Engagement Letter or other written agreement between the Firm and the Client.

6. Outcome and Non-Contingency.

The Firm endeavors to serve all clients in a professional manner and to the best of the Firm's abilities. However, the Firm cannot guarantee the outcome of any given matter for which it has been retained. The Firm therefore has not provided the Client with any assurance as to the outcome. Unless specifically provided in the Engagement Letter, payment for the Firm's services is not contingent upon the outcome of any matter. Regardless of the outcome of the matter for which the Firm has been retained, the Client will be obligated for the timely payment of the Firm's fees and expenses.



7. Termination of Engagement; Withdrawal of the Firm.

The Firm's engagement may be terminated by the Client or the Firm at any time. In the event Client or the Firm terminates the engagement, the Client will remain responsible for paying all of the Firm's legal fees and expenses for work performed through termination.

If the Firm or the Client wishes at any time to terminate the representation, notice of the termination must be sent in a writing that specifies the effective date of the termination. Upon termination or withdrawal, all of the Firm's duties to the Client shall cease, except for duties of confidentiality and other duties owed to former clients generally under applicable rules of professional conduct.

The Firm will inform the Client in advance if it wishes to withdraw from the representation and, if possible, the Firm will afford the Client a reasonable opportunity to hire successor counsel. The Firm ordinarily will not terminate a client relationship except for cause. Examples include, but are not limited to, an actual or threatened conflict of interest, failure of a client to be cooperative or truthful, a fundamental disagreement over tactics and actions, non-payment of legal bills, or other circumstances that in our judgment impair our ability to represent the Client in accordance with our ethical responsibilities under applicable rules of professional conduct.

8. Completion of Services.

Upon completion of the Firm's services with respect to a given matter, the Firm will have no further obligation to advise the Client with respect to subsequent changes in the law or facts relevant to such matter, unless the Client has requested in writing, and the Firm has agreed in writing, to provide ongoing advice or representation with respect to one or more matters.

9. Record Retention and Destruction.

After this engagement has ended, it is the Client's obligation to request from us any electronic or hard copy records belonging to the Client that pertain to work performed on the Client's behalf. If a Client does not request records, we will retain such electronic and hard copy records as we deem appropriate in accordance with our Records Retention Policy. Under our current Policy, after an engagement has ended, we can only assure retention of records that are specifically segregated and designated as belonging to the Client File, as that term is defined by applicable Rules of Professional Conduct. We will retain indefinitely and not destroy without Client permission only the following materials: (a) original copies of wills, trusts and other personally executed estate planning documents, (b) original copies of executed documents evidencing title to or an interest in real estate, (c) original signed or certified paper copies of contracts that you have asked us in writing to retain in their original form, and (d) original copies of securities (e.g., stock certificates, bonds, etc.), minute books and other original documents evidencing the formation and/or ownership of a business. Most other types of records are normally held by us for 6 years from the time the engagement has ended. Prior to 6 years, other than the original documents described above, we may discard paper copies at any time and, at our election, preserve records electronically. If a Client does not request copies of the Client File before the end of our 6 year retention period, once that period expires, we will have no further obligation to retain the files and may in our discretion destroy some or all of the Client File without further notice to the Client.

10. Electronic Communications.

While it has become commonplace for lawyers and clients to use computers, smart phones, tablets, cloud-based applications and file sharing services to communicate by email or other electronic means, the Client should be aware that such electronic communications may not be a secure method of communication and that there is a risk that a communication could be accessed or intercepted en route between the sender and intended recipient or otherwise read by third parties having authorized or unauthorized access to the sender's or the recipient's computer, smart phone or other device or a network to which a device is connected. The Firm understands that the Client accepts these risks and approves of the use of email and other electronic communications between the Firm and the Client.



EXHIBIT 2

BILLING GUIDELINES FOR AUDACY OUTSIDE COUNSEL

The following Guidelines set forth our expectations of Outside Counsel retained to represent Audacy Operations, Inc., its parent Audacy, Inc., subsidiaries and affiliated entities, and/or their officers and employees (collectively, “Audacy” or “the Company”). Our objective is to ensure a quality, aggressive, and economical representation of Audacy. Audacy’s Legal Department (“Legal Department”) expects to work in partnership with its Outside Counsel to achieve the best result for the Company.

As a general matter, Outside Counsel’s fees and expenses should accurately reflect the cost of the work necessary to represent Audacy in a given matter. Only those reasonable and necessary fees and expenses will be considered for payment. Audacy reserves the right to review and audit all fees and disbursements submitted by Outside Counsel, including the right to examine the corresponding file documentation.

I. MATTER MANAGEMENT

A. Staffing

Outside Counsel should designate one attorney who will have primary responsibility for each matter. Generally, most matters should be staffed by no more than one partner, one associate, and one paralegal. If Outside Counsel believe that staffing beyond this general arrangement is necessary, prior consultation with and approval by the Legal Department is required. Outside Counsel should delegate work to subordinates wherever possible to achieve efficiency and cost-effectiveness without compromising quality.

Outside Counsel are expected to provide these Guidelines to all members of the law firm that are involved in the case.

B. Multiple Attorney Attendance and Conferences

Unless otherwise discussed in advance, Audacy will pay for only one attorney to attend meetings.

Audacy will not pay for duplicative review and/or analysis of documents or legal research.

Although Audacy recognizes the necessity and, in certain instances, productive aspects of in-firm conferences, the Company also recognizes the potential for waste associated with such conferences. Accordingly, Outside Counsel should be judicious in their scheduling of such conferences and should be aware that Audacy particularly scrutinizes such conferences in its billing review.

C. Paralegals, Legal Interns, and Summer Associates

Audacy recognizes the value of paralegal services when used appropriately to perform work on a file. Audacy, however, will not pay for either attorney or paralegal services which are clerical in





nature, such as routine file organization, or where there is no significant value added to the matter.

No work should be assigned to legal interns or summer associates without prior consultation with and approval by the Legal Department.

D. Personnel Changes

When changes within the law firm require changes to the personnel involved in the matter, Outside Counsel must promptly notify Audacy of the change and the reason for it. Audacy will not pay for the time or costs of preparing new participants for their involvement in the matter. Audacy also will not pay for multiple file reviews by the same lawyer.

E. Research

Because firms are selected based on their expertise in a particular area of law, Audacy will not pay for research that is routine in nature or related to basic principles in the particular area of law. Outside Counsel should consult with the Legal Department prior to undertaking any significant research project. Audacy expects that Outside Counsel will maintain a central research depository, such as a brief bank, and will refer to that depository prior to conducting *de novo* research. Audacy will not pay for redundant research and will only pay for extending or revising prior research to update it, rather than the time originally expended.

Memoranda related to significant research projects should be provided to Audacy.

F. Expert Witnesses and Vendor Management

Expert witnesses, consultants, and vendors related to significant projects, e.g., electronic database management or forensic support, may not be engaged without prior consultation with Audacy. Bills submitted by experts and consultants shall conform to all requirements of these Guidelines, including those set forth in Billing Practices, Section II. Outside Counsel are responsible for ensuring that such experts and consultants are made aware of these Guidelines at the time of retainer and adhere to them. All expert or consulting services shall be retained pursuant to a written agreement that defines the tasks to be performed and a budget shall be prepared and submitted to Audacy before the expert is authorized to commence work. As a general rule, Audacy does not approve of expert retainers.

II. BILLING PRACTICES

A. Billing Rates

Audacy must agree on all billing rates prior to retention. Audacy will not accept any increases to such rates during the representation without prior consultation, and under no circumstances will Audacy accept annual rate increases greater than two percent (2%) during the lifetime of any particular matter.





B. Prompt Payment Discount

C. Flat Charges and Minimum Charges

Outside Counsel shall not apply flat charges as part of its rate structure unless such flat charges have specifically been agreed to in writing by Audacy. Outside Counsel also shall not apply a minimum charge for any activity.

D. Travel Expenses

Audacy will not pay for local travel expenses with the exception of charges incurred for travel specifically tied to matter events, e.g., cab fare associated with travel from the firm to attend a meeting.

For out-of-town travel, Audacy will reimburse only reasonable expenses which have been incurred after consultation with the Legal Department. Only coach class airfare, moderately priced hotel accommodations, moderately priced ground travel, and moderately priced meals will be reimbursed. Audacy will not reimburse service fees charged by travel agents.

Travel expenses shall be itemized on Outside Counsel's billing. Copies of itemized receipts shall be made available to Audacy on request.

E. Travel Time

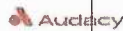
Audacy will not pay for travel time. Audacy, however, will pay for substantive work on a matter completed during periods of transit, e.g., editing a document during a plane flight.

F. Overhead and Non-Billable Items

Audacy considers the following items to be overhead costs, included in Outside Counsel's hourly rates, or otherwise non-billable:

- Charges for computerized legal research such as Westlaw or Lexis;
- Charges for opening or closing files;
- Word-processing, clerical or secretarial charges, including overtime or late night support (unless such charges are related to exigent or unusual circumstances that were not avoidable and were not created by Outside Counsel's unnecessary delay in completing expected tasks);





- Messenger, courier, express delivery or overnight mail services unless such services are necessary to the handling of the case and facsimile charges of any kind (with the exception of long distance charges actually incurred and associated with facsimiles);¹
- Storage of open or closed files;
- Rent, electricity, file folders, binders, or other office supplies or equipment;
- Local telephone charges;
- Technology costs, including hardware, software licenses, personnel or services related to the acquisition, maintenance or upgrade of the firm's technology infrastructure;
- Long distance telephone or other similar services in excess of the amount actually expended by the firm for such service;
- Photocopy charges in excess of ten cents (\$.10) per page;
- Meals, parking, or taxis related to late night / weekend, in-firm work;
- For approved travel, auto mileage rates in excess of the rate approved by the Internal Revenue Service for income tax purposes; and
- Equipment, books, periodicals, or research materials.

Audacy will not pay for mark-ups on any outside services or vendor charges, such as transcripts, delivery fees, photocopying, overnight courier services, etc.

G. Contract Timekeepers

Timekeepers that are not employees of the law firm must be identified as such. Audacy will pay only the cost of such timekeepers at the actual cost to the law firm.

H. Bill Format

Audacy requires detailed billing statements setting forth, with specificity, the work performed by each timekeeper. Narrative billing is unacceptable.

^{1/} Please note that the Legal Department's preferred method of communication with respect to written materials is email, including PDF scans of accompanying documents. Audacy will not pay for other methods of delivery (such as postage, express delivery, overnight courier, hand-delivery, etc.) where email and PDF scans are available and sufficient.





Audacy requires individual task billing. Block billing, i.e., aggregating multiple tasks under a single time charge, is not acceptable.

Outside Counsel shall bill actual time in tenth of an hour increments.

Telephone calls must specify both the participants and the subject matter discussed.

Costs or expense items should be separately listed. Travel costs must identify the personnel involved and the reason for the travel.

Each statement must include a summary that lists: each timekeeper's name and initials (if used elsewhere in the invoice); the timekeeper's position within the firm, e.g., partner, associate, paralegal, etc.; the total hours billed by each timekeeper during the billing period; and the rate billed for each timekeeper.

Each statement must include Outside Counsel's tax identification number.

Bills should be submitted electronically, i.e., in PDF, emailed to the Audacy in-house attorney with oversight for the matter.

I. Frequency

Bills must be submitted on no less than a monthly basis, except in instances where the fees and expenses for a given month do not exceed \$500.

III. MEDIA COMMUNICATION POLICY

Audacy's general policy is to provide limited responses to media inquiries regarding legal matters involving the Company.

Outside Counsel are not authorized to speak to the news media in connection with any Audacy-related matter without express prior approval from the Legal Department.

Audacy should not be named in any journal article, firm newsletter or update, video, presentation or other type of communication of a professional, promotional or educational nature without Audacy's express prior approval. All requests for permission should be referred to the Legal Department.

