

## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "Agreement") is made and entered into as of this 28th day of September 2005, by and between **Pappas Radio of Fresno, LLC**, a California limited liability company ("Seller"), and **Univision Radio Fresno, Inc.**, a Delaware corporation ("Buyer"):

### WITNESSETH:

**WHEREAS**, Seller is the licensee of FM radio broadcast station KVBE(FM), Hanford, California, 107.5 MHz, Facility ID No. 26266 (the "Station"); and

**WHEREAS**, Seller is willing to sell and Buyer desires to purchase certain property and assets of Seller used or useful in the operation of the Station and to obtain an assignment of the licenses and permits issued by the Federal Communications Commission (hereinafter referred to as the "Commission") for the operation of the Station, and of other licenses, permits or authorizations issued by any regulatory agency in connection therewith; and

**WHEREAS**, the licenses issued by the Commission for the operation of the Station may not be assigned by Seller to Buyer without prior written consent of the Commission.

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties intending to be legally bound, agree as follows:

1. **ASSETS TO BE CONVEYED.** On the Closing Date (as defined below), Seller shall assign, transfer, and deliver to Buyer or its assign(s), and Buyer shall purchase from Seller, the following assets free and clear of all Liens, except as otherwise provided in this Agreement, but excluding the assets described in Section 1.6 (such assets being purchased hereunder, collectively, the "Station Assets"):

1.1 *Licenses and Authorizations.* All licenses, permits, permissions, and other authorizations issued to Seller for the construction and operation of the Station by the Commission (the licenses, permits and authorizations issued by the Commission collectively are referred to herein as the "Commission Licenses"), the Federal Aviation Administration, or any other federal, state or local governmental body, including all associated broadcast auxiliary facilities, as listed on Schedule 1.1, and all applications for modification, extension, or renewal thereof pending on the Closing Date (all of the licenses, other authorizations and applications described in this Section 1.1, collectively, the "Station Licenses").

1.2 *Station Equipment.* All of Seller's right, title and interest in the tangible personal property listed on Schedule 1.2, which shall include, but not limited to, the Station transmitters (backup and main, as the case may be), studio equipment used solely in the operation of the Station, and other property listed thereon, together with any replacements, improvements, or additions thereto made between the date hereof and the Closing Date (the "Station Equipment").

1.3 *Contracts*. All of Seller's right, title, and interest in and to (i) the transmitter site lease identified on Schedule 1.3, upon terms acceptable to Buyer (the "Transmitter Site Lease"), (ii) the other contracts listed on Schedule 1.3 hereto, provided that, as to any such contract the assignment of which requires the consent of a party other than Seller, such consent is obtained prior to Closing, and (iii) contracts that are entered into between the date hereof and the Closing Date that Seller agrees to assign, and Buyer agrees to assume, in writing at Closing, provided that, with respect to any such contract the assignment of which requires the consent of a party other than Seller, such consent is obtained prior to the Closing (collectively, including the Transmitter Site Lease, the "Assumed Contracts").

1.4 *Records*. All Station records of Seller (including but not limited to logs, public file materials, engineering records, and all of the other books and records required by the Commission to be kept by the Station) relating to or used in the operation of the Station or necessary to show compliance with any law or regulation applicable to the Station or the operations of the Station (the "Technical Records"), but excluding financial and corporate records of Seller, except, upon request from Buyer, such Station financial records as might be reasonably necessary to Buyer to make federal, state, or local tax filings.

1.5 *Call Letters; Proprietary Information*. All call letters, websites, and website domain names used by the Station, and all of Seller's proprietary information, technical information and data, machinery and equipment warranties, maps, computer discs and tapes, plans, diagrams, blueprints and schematics, including filings with the Commission, relating to the business and operation of the Station (the "Intangible Assets").

1.6 *Excluded Assets*. It is understood and agreed that cash on hand or in bank accounts; cash equivalents; accounts receivable; deposits; all of Seller's contracts, agreements, leases and studio equipment not used exclusively in the operation of the Station; and any and all other assets not comprising the Station Assets.

## 2. ASSUMPTION OF LIABILITIES.

2.1 Buyer shall not assume any of Seller's liabilities, except for liabilities which accrue after Closing under the Assumed Contracts and the Station Licenses.

2.2 Buyer will not be obligated to hire any of Seller's employees or assume any employment contract or any other contract except the Assumed Contracts.

3. **PURCHASE PRICE AND TERMS**. The aggregate purchase price for the Station Assets is Ten Million Dollars (\$10,000,000) (the "Purchase Price"), payable as follows:

3.1 *Escrow Deposit*. Concurrently with execution of this Agreement, Buyer shall pay into an Escrow Account with Kalil & Co. the sum of Five Hundred Thousand Dollars (\$500,000) (the "Escrow Deposit"). The Escrow Deposit will be governed by the terms of an Escrow Agreement, attached hereto at Attachment A. At Closing, Buyer and Seller shall jointly instruct Escrow Agent that the Escrow Deposit shall be paid to Buyer, and that any accrued interest thereon shall be paid to Buyer.

3.2 *Cash at Closing.* On the Closing Date (as defined below), Buyer shall pay to Seller, in cash or by wire transfer of immediately available funds in accordance with the directions of Seller, the sum of Ten Million Dollars (\$10,000,000).

3.3 *Allocation.* The Purchase Price shall be allocated among the Station Assets in a manner mutually agreeable to the parties and in accordance with an appraisal of the Station Assets performed by Bond and Pecaro and paid for by Buyer.

4. PRORATIONS AND ADJUSTMENTS. All income and expenses arising from the conduct of the business and operations of the Station shall be prorated between Buyer and Seller as of 12.01 a.m. Fresno, California (Pacific) time, on the Closing Date in accordance with generally accepted accounting principles. Except as may be contemplated by the Time Brokerage Agreement, such prorations shall be based upon the principles that Seller shall be entitled to all income earned and shall be responsible for all liabilities and obligations accruing in connection with the operation of the Station until the Closing Date, and Buyer shall be entitled to such income earned and be responsible for such liabilities and obligations accruing in connection with the operation of the Station thereafter. Such prorations shall include, without limitation, all ad valorem and other property taxes (but excluding taxes arising by reason of the transfer of the Station Assets as contemplated hereby, which shall be paid as set forth in Section 14.1 of this Agreement), deposits, utility expenses, liabilities and obligations under all Assumed Contracts, rents and similar prepaid and deferred items and all other expenses attributable to the ownership and operation of the Station; provided, however, there shall be no adjustment for, and Seller shall remain solely liable for, any contracts or agreements not included in the Assumed Contracts and any other obligation or liability not being assumed by Buyer in accordance with Section 1. A final accounting of prorated items shall be made by Buyer with the cooperation of Seller, and the sum due from one party to another pursuant to this proration shall be paid in cash, within forty-five (45) days after the Closing Date.

5. TIME BROKERAGE AGREEMENT. Buyer and Seller shall enter into a time brokerage agreement with regard to the Station in the form of the agreement attached hereto as Attachment B (the "Time Brokerage Agreement"), which, among other things, shall provide for monthly consideration paid by Buyer to Seller not to exceed \$15,500. Pursuant to the Time Brokerage Agreement, Seller will make the Station's broadcast facilities available to Buyer for the broadcast of programming to be provided by Buyer, including the sale of advertising time in connection therewith by Buyer, and Seller shall employ its own general manager/chief operator and at least one other full-time employee, as well as any other personnel necessary to carry out its functions as licensee and its obligations set forth in the Time Brokerage Agreement.

6. REPRESENTATIONS AND WARRANTIES OF SELLER. Seller makes the following representations and warranties, all of which have been relied upon by Buyer in entering into this Agreement and, except as specifically provided otherwise, all of which shall be true and correct at Closing.

6.1 *Organization.* Seller is a limited liability company duly organized, validly existing, and in good standing under the laws of California, and it has full limited liability

company power and authority to enter into and perform this Agreement and carry on the business of the Station.

*6.2 Authorization; Binding Agreement.* The execution and delivery of this Agreement has been duly authorized by all necessary company action of Seller. This Agreement constitutes a valid and binding agreement of Seller enforceable in accordance with its terms.

*6.3 No Breach.* Aside from written approval of Seller's lender(s), which shall be obtained prior to Closing, the execution, delivery, and performance of this Agreement by Seller will not violate, result in the breach of, or constitute a material default under (with or without the giving of notice, the lapse of time, or both), the provisions of any agreement or other instrument to which Seller is a party or by which it or its property is bound or affected, nor does it result in the creation of any Lien or give any other person or entity any interest in or rights to the Station Assets.

*6.4 Station Licenses.*

6.4.1 Schedule 1.1 contains a true and complete list of the Station Licenses, and there are no other licenses, permits or other authorizations necessary or required for the lawful operation of the Station in the manner now operated. The Station Licenses are each validly held by Seller and in full force and effect and are valid for the balance of the respective license terms set forth thereon. The Station and the facilities of the Station are being operated in all material respects in accordance with applicable Commission Licenses and Commission rules and policies.

6.4.2 Except as set forth in Schedule 1.1, and except for proceedings affecting the radio broadcasting industry generally, there are no applications, petitions, complaints, investigations, forfeitures, proceedings or other actions pending or, to the best of the knowledge of Seller, threatened by or before the Commission or any court of competent jurisdiction relating to the Station or the Station Licenses. Should any such filing be made or action initiated, Seller shall promptly notify Buyer thereof. The Station's transmission towers and equipment have been operated and maintained by Seller in material compliance with the Communications Act of 1934, as amended, and the rules and regulations of the Commission and the Federal Aviation Administration ("FAA"), and the towers have been properly registered with the Commission and approved by the FAA as necessary. The Station's operations are not, and its proposed operations will not, cause interference in violation of Commission rules to the transmissions of any other broadcast station or communications facility, and, to the best of Seller's knowledge, no broadcast station or communications facility is causing interference in violation of Commission rules to the Station's present or proposed transmissions or the public's reception of such transmissions.

6.4.3 Seller is qualified to hold the Commission Licenses. Seller has taken or will take all necessary steps to obtain renewal of the Commission Licenses, including the timely filing with the Commission of grantable renewal applications for the Commission Licenses.

6.4.4 In addition to the Station Licenses, except as set forth on Schedule 6.4, Seller possess all licenses and other required governmental or official approvals, permits or authorizations, the failure of which to possess would have a material adverse effect on the business, financial condition or results of operations of the Station. To the knowledge of Seller, there is no reason why the Station Licenses subject to expiration might not be renewed in the ordinary course and no reason why any of the Station Licenses might be revoked.

6.5 *Title to Station Assets.* Except as set forth in Schedule 6.5, Seller exclusively has good and marketable title to the Station Assets free and clear of Liens. Seller owns no real property in connection with the operation of the Station. At Closing, the Station Assets will be delivered to Buyer free and clear of all Liens.

6.6 *Condition of Equipment.* The Station Equipment is, and will be at Closing, in good condition and working order, suitable for the uses for which intended, free from any material defects known to Seller, normal wear and tear excepted, in material compliance with the published rules and regulations of the Commission and all other applicable federal, state, and local statutes, ordinances, rules and regulations, and is sufficient to permit KVBE to operate in accordance with the terms of its construction permit, Commission File No. BPH-20030609AAH (the "CP"), the Communications Act of 1934, as amended, and the current rules, regulations, and policies of the Commission. The technical facilities of Station fully comply in all material respects with the Commission's Rules and Regulations and with the operating parameters specified in the CP, and Seller has properly registered any and all Antenna Structures utilized in connection with the Station in accordance with Part 17 of the Commission's Rules, has received antenna registration number(s), and has posted such registration number(s) upon each Antenna Structure in accordance with said Part 17 of the Commission's Rules. Seller has completed construction of modified facilities for KVBE(FM) in accordance with the terms of the CP, and in regard thereto is currently operating under program test authority. Seller has submitted to the Commission an application for license to cover construction permit, Commission File No. BLH-20050812ABY. Except for the assets described in Section 1.6, Schedule 1.2 contains an accurate and complete list of all tangible personal property owned by Seller that is used or useful in the operation of the Station and included in the Station Assets.

6.7 *Contracts, Agreements, and Leases.* The Assumed Contracts are freely assignable, or, if consent of the other contracting party to any such contract is required to effect the assignment to Buyer without a material change in terms or a breach thereof or default thereunder (either with or without the giving of notice, the lapse of time, or both), Seller shall use its best efforts to secure such consents (the "Required Consents") at Seller's sole expense prior to the Closing Date. All Required Consents are set forth on Schedule 6.7. Subject to Section 8.14, any Assumed Contract with a stated duration beyond the Closing Date will, at Closing, be in full force and effect, in good standing with no defaults, and will be unimpaired by any acts or omissions of Seller or its employees or agents. The Assumed Contracts will not be, as a result of the transactions contemplated by this Agreement or otherwise after the execution hereof, modified without Buyer's written consent.

6.8 *Litigation.* Except as disclosed in Schedule 6.8, there is no judgment outstanding and no litigation, proceeding, claim, or investigation of any nature pending or, to the

best of Seller's knowledge, threatened against Seller or the Station Assets which might adversely affect the continued operation of the Station or impair the value of the Station Assets or business of the Station. Seller has not received any notices from any governmental authority regarding condemnation or zoning, building, fire or safety code violations in respect to any of the Station Assets that have not been heretofore corrected or rescinded, there are no such notices affecting the Station Assets which will interfere (whether now or with the passage of time) with Buyer's use of the Station Assets -or its conduct of the operation of the Station in the same manner as such operations are now conducted. Except as disclosed in Schedule 6.8, there is no action, suit, investigation, or other proceeding pending or, to the best of Seller's knowledge, threatened which may materially adversely affect Seller's ability to perform in accordance with the terms of this Agreement.

*6.9 Payment of Taxes.* Other than as set forth on Schedule 6.9, Seller has (a) properly and accurately filed all federal, state, county and local tax returns and reports required to be filed by them with respect to taxes for which successor liability will apply, including payroll, property, withholding, social security, sales and use taxes, to the extent that such taxes relate to the Station Assets, (b) has made all required cash deposits with appropriate governmental authorities representing estimated payments of taxes, including employee withholding tax obligations, and (c) has paid and discharged or will pay and discharge prior to Closing (whether federal, state, and local) all taxes, assessments (including fees and penalties, as applicable), excises, and levies relating to the Station Assets or the Station. Unpaid taxes not yet due shall be prorated and accrued for at Closing as set forth in Section 4. No extension or waiver of any statute of limitations or time within which to file any return has been granted to or requested by Seller with respect to any such tax. No unsatisfied deficiency, delinquency or default for any such tax, assessment or governmental charge has been assessed (or, to the knowledge of Seller, claimed or proposed) against Seller, nor has Seller received notice of any such deficiency, delinquency or default.

*6.10 No Misleading Statements.* No statement made by Seller to Buyer and no information provided or to be provided by Seller to Buyer pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit a material fact. There are no facts or circumstances known to Seller that, either individually or in the aggregate will adversely affect after the Closing Date Buyer's use of the Station Assets or its operation of the Station. All representations and warranties of Seller set forth in this Agreement shall be true and correct as of the Closing Date as if made on that date.

*6.11 Environmental.* The operation of the Station does not exceed permissible levels of exposure to RF radiation specified in either the Commission's rules, regulations and policies concerning RF radiation or any other applicable Environmental Laws (as defined below). Seller has complied and currently is in material compliance with all applicable laws, statutes, rules, regulations, codes and ordinances of all U.S. federal, state and local government agencies and authorities relating to the discharge of air pollutants, water pollutants or process waste water, or Hazardous Materials (as defined herein), or otherwise relating to the environment, including without limitation the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Response, Compensation and Liability

Act of 1980, regulations of the Environmental Protection Agency, regulations of the Nuclear Regulatory Commission, and regulations of any state department of natural resources or state environmental protection agency now in effect ("Environmental Laws").

As used herein, the term "Hazardous Materials" means any wastes, substances, or materials (whether solids, liquids or gases) that are deemed hazardous, toxic, pollutants, or contaminants, including substances defined as "hazardous wastes," "hazardous substances," "toxic substances," "radioactive materials," or other similar designations in, or otherwise subject to regulation under, any Environmental Laws. "Hazardous Materials" includes polychlorinated biphenyls (PCBs), asbestos, lead-based paints, infectious wastes, radioactive materials and wastes and petroleum and petroleum products (including crude oil or any fraction thereof). There are no underground storage tanks located at the real property leased by Seller in connection with the operation of the Station. There are not now, nor to Seller's knowledge have there previously been, any other facilities on, under, or at the real property owned or leased by Seller in connection with the operation of the Station that contained any Hazardous Materials that, if known to be present in soils or ground water, would require cleanup, removal or some other remedial action under Environmental Laws.

Without limiting the foregoing, if, through the Closing Date, any Hazardous Material is found on, in, or under the Station Assets, Seller, at its own cost and expense, shall immediately take such action as is necessary to prevent the spread of and remove or clean up, or otherwise remedy the existence or spread of, such Hazardous Material to the extent required by applicable laws; provided, however, that if the cost of any remedial action exceeds Five Hundred Thousand Dollars (\$500,000.00), then Seller may choose not to take such remedial action and Buyer may, in addition to any other rights and remedies available to Buyer, terminate this Agreement and the Escrow Deposit shall be returned to Buyer and Buyer shall have no further obligations to Seller. No Hazardous Material shall be introduced to or handled on the Station Assets through the Closing Date that could have a material adverse effect. There are no pending or, to the best of Seller's knowledge, threatened (i) requests for information, actions, or proceedings from or by any Governmental Body or any other person or entity against Seller with respect to the Station or the Station Assets regarding any Environmental Law, or (ii) Liens or governmental actions, notices of violation, notices of noncompliance or other proceedings against Seller with respect to the Station or the Station Assets regarding any Environmental Law. From the date hereof through the Closing Date, Buyer shall have the right at all reasonable times and from time to time to conduct environmental audits of the Station Assets and real property leased by Seller in connection with the operation of the Station by a consultant of Buyer's choice. A copy of any written report provided to Buyer resulting from such audits shall be furnished to Seller. Seller shall cooperate in the conduct of each audit and review performed pursuant to this Section.

**6.12 Employees.** All employees of the Station are terminable at will; there are no employment contracts to be assumed by Buyer. Seller and/or the Station shall not be a party to any collective bargaining or other labor agreement, and there shall be in existence no active attempt by any labor organization to unionize the employees of the Station. As of the Closing Date, Seller shall have no complaints, proceedings or litigation concerning wages and/or hours, collective bargaining, discrimination, wrongful discharge and the payment of Social Security and other payroll taxes, pending or, to the best of Seller's knowledge, threatened before any federal,

state, or local court, agency or department that in any way materially negatively impact the transactions contemplated by this Agreement or Buyer's purchase of the Station Assets. As of the Closing Date, Seller shall have no complaints, proceedings, or litigation pending or, to the best of Seller's knowledge, threatened between it and any of its employees former employees, or any other person or entity in regard to Seller's or the Station's current or former employees or regarding employment with Seller or the Station that in any way materially negatively impact the transactions contemplated by this Agreement or Buyer's purchase of the Station Assets.

6.13 *FCC Reports; Public File.* Seller shall have filed all reports and returns required by any governmental authority, and shall have complied with all FCC requirements regarding (i) the filing of reports and (ii) maintenance of the "public file" as set forth in 47 C.F.R. §73.3526.

6.14 *Annual Regulatory Fees.* Seller has paid in full to the Commission at its Pittsburgh, Pennsylvania lockbox bank all annual regulatory fees required by 47 U.S.C. §159 and due and payable.

6.15 *Employee Benefit Plan.* Schedule 6.15 hereto contains a list of all employee benefit plans or arrangements applicable to the employees employed at the Station and Seller possesses no other fixed or contingent liabilities or obligations with respect to any person now employed at the Station. Buyer has no obligation with respect to any Plan, including without limitation, any obligation under applicable federal law. Seller shall remain responsible for providing coverage to the employees of the Station through the Closing Date and for all obligations of Seller resulting from the termination of such coverage as of the Closing Date and thereafter.

6.16 *Compliance with Laws.* Seller has complied in all material respects with, and is not in any material respect in violation of, any federal, state or local laws, statutes, rules, regulations or orders relating to the ownership of the Station Assets or operation of the Station.

6.17 *Broker's Fees.* As of the date of this Agreement through the Closing Date, other than a payment owed by Seller to Kalil & Company, neither Seller nor any person or entity acting on Seller's behalf has agreed to pay a commission, finder's fee or similar payment in connection with this Agreement or any matter related hereto to any person or entity, and no person or entity is entitled to any such payment from Seller in connection with the transactions contemplated by this Agreement.

6.18 *Consents.* As of the date of this Agreement, except for the Assignment Application provided in Section 8.1, the approval thereof, and the Required Consents, no consent, approval, permit, or authorization of, or declaration to, or filing with any governmental or regulatory authority or any other third party is required (a) to consummate the transactions contemplated hereby; or (b) to permit Seller to assign or transfer the Station Assets to Buyer. The assignment or transfer of the Assumed Contracts, including the Transmitter Site Lease, shall be completed at no additional cost to Buyer, and Seller shall save and hold Buyer harmless from any and all such costs.



6.19 Absence of Changes in Seller's Business Operations. With reference to the Station Assets and the operations of the Station, from April 1, 2005 to the date hereof, there has not been any:

6.19.1 Transaction by Seller related to the Station entered into except in the ordinary course of business;

6.19.2 Material adverse change in the assets of Seller with respect to the Station;

6.19.3 Destruction, damage, or loss of any asset of Seller (insured or uninsured) that materially and adversely affects the financial condition, business, or prospects of Seller with respect to the Station;

6.19.4 Material change in accounting methods or practices (including any change in depreciation or amortization policies or rates) by Seller with respect to the Station;

6.19.5 Sale or transfer of any material asset used by Seller in the operation of the Station, except in the ordinary course of business;

6.19.6 Amendment or termination of any contract, agreement, or license related to the operation of the Station, except in the ordinary course of business; or

6.19.7 Commencement or notice or threat of commencement of any material civil litigation or any governmental proceeding against or investigation of Seller or its affairs related to the Station.

6.20 *Sufficiency of Assets.* The Station Assets include all the assets used by Seller solely in the operation of the Station, as it is presently being operated.

7. REPRESENTATIONS AND WARRANTIES OF BUYER. Buyer makes the following representations and warranties, all of which have been relied upon by Seller in entering into this Agreement and, except as specifically provided otherwise, all of which shall be true and correct at Closing.

7.1 *Organization.* Buyer is a corporation duly organized, validly existing, and in good standing under the laws of the state of its incorporation and authorized to do business in California, and it has full corporate power and authority to enter into and perform this Agreement.

7.2 *Authorization; Binding Agreement.* The execution and delivery of this Agreement has been duly authorized by all necessary corporate action of Buyer. This Agreement constitutes a valid and binding agreement of Buyer enforceable in accordance with its terms.

7.3 *No Breach.* The execution, delivery, and performance of this Agreement by

Buyer will not violate, result in the breach of, or constitute a material default under (with or without the giving of notice, the lapse of time, or both), the provisions of any agreement or other instrument to which Buyer is a party or by which Buyer is bound or affected.

*7.4 Qualification.* Buyer is legally and technically qualified to become the licensee of the Station and is financially capable to consummate this transaction.

*7.5 Litigation.* Except as disclosed in Schedule 7.5, there is no action, suit, investigation, or other proceeding pending or, to the best of Buyer's knowledge, threatened which may materially adversely affect Buyer's ability to perform in accordance with the terms of this Agreement.

## 8. PRE-CLOSING OBLIGATIONS. With respect to the period prior to Closing:

*8.1 Application for Commission Consent.* As quickly as practicable, and in any event within ten (10) business days from the date of this Agreement, Seller and Buyer shall join in and file an application or applications requesting the Commission's written consent to the assignment of the Station Licenses from Seller to Buyer (the "Assignment Application"), and they will diligently take all steps reasonably necessary or desirable and proper to prosecute expeditiously the Assignment Application and to obtain the Commission's grant of the Assignment Application. Notwithstanding the foregoing, neither Seller nor Buyer shall have any obligation to satisfy any complainant or the Commission by taking any steps which would have a material adverse effect upon Seller or Buyer or upon any affiliated entity, but neither the expense nor inconvenience to a party of defending against a complainant or an inquiry by the Commission shall be considered a material adverse effect on such party. If the grant of Assignment Application imposes any condition on any party hereto, such party shall use its best efforts to comply with such condition; provided, however, that no party shall be required to comply with any condition that would have a material adverse effect upon it or any affiliated entity. If rehearing, reconsideration or judicial review is sought by a third party or by the Commission on its own motion with respect to the Assignment Application, Buyer and Seller shall vigorously oppose such efforts for rehearing, reconsideration or judicial review; provided, however, that nothing herein shall be construed to limit either party's right to terminate this Agreement pursuant to Section 13 (Termination). The failure by either party to timely file or diligently prosecute its portion of the Assignment Application in accordance with this Section 8.1 shall be deemed a material breach of this Agreement.

*8.2 Confidentiality.* Each party agrees that any and all non-public information learned or obtained by it from the other shall be confidential and agrees not to disclose any such information to any person whatsoever other than as is necessary for the purpose of effectuating the transaction contemplated by this Agreement, complying with law or valid court order, or enforcing such party's rights hereunder.

*8.3 Access.* Between the date of this Agreement and the Closing Date, Seller shall give Buyer or representatives of Buyer reasonable access to the Station Assets and the properties, titles, contracts, operational expense information, operational records and affairs of Seller relating to the Station.

8.4 *Operations Prior to Closing.* Subject to the Time Brokerage Agreement entered into between the parties, between the date of this Agreement and the Closing Date, Seller shall operate the Station in the normal and usual manner in accordance with the Station's licenses and/or permits; all rules, regulations, and policies of the Commission; the Communications Act of 1934, as amended; and all other applicable laws, regulations, and policies. Further, subject to the Time Brokerage Agreement, Seller shall conduct the Station's business only in the ordinary course.

8.5 *Accounts Payable.* Between the date of this Agreement and the Closing Date, Seller shall pay and reduce to zero all Seller's trade accounts payable accruing prior to Closing with respect to the Station.

8.6 *Administrative Violations.* If Seller receives any finding, order, complaint, citation, or notice prior to Closing which states that any aspect of the Station's operations violates any rule or regulation of the Commission or of any other governmental authority (an "Administrative Violation"), Seller shall notify Buyer of the Administrative Violation, and use its best efforts to remove or correct the Administrative Violation.

8.7 *Trade Agreements.* Seller agrees that, as of the Closing Date, except for such barter and trade agreements listed as Assumed Contracts in Schedule 1.3, the total value of advertising owing by the Station or Seller to others under barter or trade agreements to be broadcast after Closing shall not exceed Zero Dollars (\$00.00) in the aggregate.

8.8 *Third Party Consents.* Seller shall use reasonable efforts to obtain all Required Consents necessary for the assignment of the Assumed Contracts to Buyer, without any material adverse change to Buyer or a material change to the Assumed Contracts.

8.9 *Control of the Station.* This Agreement shall not be consummated until after the Commission has given its written consent thereto, and between the date of this Agreement and its consummation, Buyer shall not directly or indirectly control, supervise, or direct, nor attempt to control, supervise, or direct the operation of the Station. Such operations shall be the sole responsibility of Seller.

8.10 *Maintenance.* Subject to the Time Brokerage Agreement, Seller shall maintain the Station Assets in customary repair, maintenance and condition.

8.11 *Obligations.* Seller shall make or provide all payments, services or other consideration due for the Assumed Contracts so that all payments required to be made as of the Closing Date will have been paid, except for any amounts being contested by Seller in good faith.

8.12 *Maintenance of Licenses.* Seller shall maintain in full force and effect the Station Licenses and all other licenses, permits and authorizations relating to the Station and take all action necessary before the Commission, including the preparation and diligent prosecution of applications for renewal of the Commission Licenses, to preserve such licenses in full force and

effect without material adverse change. Seller shall not assign to any third party or dispose of any of the Station Licenses.

8.13 *Insurance.* Seller shall maintain insurance on the Station Assets.

8.14 *Termination of Assumed Contracts.* To the extent Seller may do so without penalty, Seller shall terminate, or send notice of termination of, such of the Assumed Contracts as Buyer may request.

8.15 *Transmitter Site Lease.* Seller shall notify Buyer of all renewal options (to the extent they exist) on the Transmitter Site Lease for which notice of renewal would be required to be given prior to the Closing to secure such renewal, and shall make elections to renew as reasonably requested by Buyer.

8.16 *Repair.* Subject to the Time Brokerage Agreement, Seller shall repair, at its expense, all items of Personal Property included in the Station Assets to the extent Buyer's inspection of same reveals items which, in the reasonable opinion of Buyer, require such repair.

8.17 *Negative Covenants.* Seller shall not, without the prior written consent of Buyer, terminate, allow to terminate, modify or amend any Assumed Contract, create any Lien on any of the Station Assets, or sell, assign, lease or otherwise transfer or dispose of any of the material Station Assets now owned or hereafter acquired, except for assets consumed or disposed of in the ordinary course of business.

8.18 *No Inconsistent Action.* Between the date of this Agreement and the Closing, each party shall use its reasonable efforts to cause the fulfillment at the earliest practicable date of all of the conditions to the obligations of the other party to consummate the sale and purchase hereunder and shall take no actions which are inconsistent with its obligations under this Agreement or that would materially hinder or delay the consummation of the transactions contemplated by this Agreement. In particular, neither party shall take any action that would jeopardize the Station Licenses, result in its disqualification to hold the Commission Licenses or in any way materially delay grant of the Assignment Application or consummation of the transactions contemplated by this Agreement, and Buyer shall take no action which would impair its financial or other qualifications to consummate this transaction in accordance with its terms. Should either party become aware of any such fact or circumstance, such party shall promptly inform the other.

8.19 *Further Assurances.* Seller and Buyer shall cooperate and take such actions, and execute such other documents, at the Closing or subsequently, as may be reasonably requested by the other in order to carry out the provisions and purposes of this Agreement, including, for example, promptly advising each other of all significant communications relevant to the transactions contemplated by this Agreement received from the Commission after the date of this Agreement and furnishing each other with copies of all such written communications and summaries of all such oral communications.

8.20 *Employees.* The Buyer may, but is not obligated to, offer employment to any of the employees of the Station in positions and on terms substantially similar to their present employment. To the extent the Buyer employs any employees of the Station and terminates such employees after the Closing Date, the Buyer shall be responsible for any severance pay owed to such employee. To the extent the employees are not offered employment with Buyer and are terminated by Seller, the Seller shall pay to any such employee severance in accordance with the policy of the Station.

## 9. CONDITIONS PRECEDENT.

9.1 *Mutual Obligations.* The obligations of both Seller and Buyer to consummate this Agreement is subject to the satisfaction of each of the following conditions:

9.1.1 *Commission Consent.* The Commission shall have granted the Assignment Application without materially adverse conditions to either Buyer or Seller and such grant shall be in full force and effect on the Closing Date.

9.1.2 *Absence of Litigation.* As of the Closing Date, no action, suit, or proceeding seeking to enjoin, restrain, or prohibit the consummation of the transaction contemplated by this Agreement shall be pending before any court, the Commission, or any other governmental authority; *provided, however*, that this condition may not be invoked by a party if any such action, suit, or proceeding was solicited or encouraged by, or instituted by such party.

9.1.3 *No Injunctions.* No order of any court or administrative agency shall be in effect that restrains or prohibits the transactions contemplated by this Agreement in accordance with its terms.

9.1.4 *Finality.* The Commission's grant of the Assignment Application shall have become a Final Order. "Final Order" means an order of the Commission or its staff, by delegated authority, that is no longer subject to administrative or judicial appeal, request for stay, reconsideration or review, by expiration of time or otherwise, pursuant to the Communications Act of 1934, as amended, and/or the rules, regulations and policies of the Commission.

9.2 *Conditions to Buyer's Obligation.* In addition to the satisfaction of the mutual conditions contained in Section 9.1, the obligation of Buyer to consummate this Agreement is subject to the satisfaction of each of the following conditions:

9.2.1 *Representations and Warranties.* The representations and warranties of Seller to Buyer shall be true, complete, and correct in all material respects as of the Closing Date as if then made.

9.2.2 *Compliance with Conditions.* All of the terms, conditions, and covenants to be complied with or performed by Seller on or before the Closing Date shall have been duly complied with and performed in all material respects.

9.2.3 *Validity of Commission Licenses.* On the Closing Date, Seller shall be the owner and holder of the Station Licenses to the extent that such authorizations can be owned or held by a qualified entity under the Communications Act of 1934, as amended; the Station Licenses shall be in full force and effect and valid for the balance of their current license or permit terms.

9.2.4 *Closing Documents.* Seller shall deliver to Buyer all of the closing documents specified in Section 10.2.1, all of which documents shall be dated as of the Closing Date, duly executed, and in a form reasonably acceptable to Buyer.

9.2.5 *Required Consents.* Seller shall have obtained all Required Consents such that Buyer will enjoy all of the rights and privileges of Seller under those contracts, including but not limited to a consent and estoppel to the assignment of the Transmitter Site Lease in such form as reasonably requested by Buyer.

9.2.6 *Renewal.* The Commission shall have granted the renewal applications for the Commission Licenses due August 1, 2005, without materially adverse conditions, such grant shall have become a Final Order, and such grant shall be in full force and effect.

9.2.7 *Broadcast Transmissions.* The broadcast transmissions of the Station shall not have been materially impaired for more than one hundred twenty (120) hours in the aggregate since the date hereof.

9.2.8 *Time Brokerage Agreement.* Seller shall have executed the Time Brokerage Agreement in such form as reasonably acceptable to Buyer.

9.3 *Conditions to Seller's Obligation.* In addition to satisfaction of the mutual conditions contained in Section 9.1, the obligation of Seller to consummate this Agreement is subject to the satisfaction of each of the following conditions:

9.3.1 *Representations and Warranties.* The representations and warranties of Buyer to Seller shall be true, complete, and correct in all material respects as of the Closing Date as if then made.

9.3.2 *Compliance with Conditions.* All of the terms, conditions, and covenants to be complied with or performed by Buyer on or before the Closing Date shall have been duly complied with and performed in all material respects.

9.3.3 *Payment.* Buyer shall pay Seller the Purchase Price as provided in Section 3.

9.3.4 *Closing Documents.* Buyer shall deliver to Seller all of the closing documents specified in Section 10.2.2, all of which documents shall be dated as of the Closing Date, duly executed, and in a form reasonably acceptable to Seller.

9.3.5 *Time Brokerage Agreement.* Buyer shall have executed the Time Brokerage Agreement in such form as reasonably acceptable to Seller.

## 10. CLOSING.

10.1 *Closing Date.* The “Closing Date” of this Agreement shall be a date specified by Buyer, which shall be subsequent to approval of the Assignment Application and no later than thirty (30) days after the Commission’s grant of the Assignment Application has become a Final Order, which Closing Date shall be specified by Buyer to Seller upon 10 days’ notice given after the Commission’s grant of the Assignment Application. In the absence of a mutual agreement by Seller and Buyer to the contrary, “Closing” (herein so called) shall take place on the Closing Date commencing at 10:00 a.m. at offices of Seller, or, upon mutual agreement by Seller and Buyer, by an exchange of documents by facsimile and overnight courier.

10.2 *Performance at Closing.* The following documents shall be executed and delivered at Closing:

10.2.1 *By Seller.* Seller shall deliver to Buyer:

a) A certificate executed by Seller attesting to Seller’s compliance with the matters set forth in Sections 9.2.1 and 9.2.2.

b) One or more assignments transferring to Buyer all of the interests of Seller in and to the Station Licenses and all other licenses, permits, and authorizations issued by any other governmental authorities that are used or necessary for the lawful operation of the Station.

c) One or more bills of sale conveying to Buyer the Station Equipment in a form usual and customary in the jurisdiction where the Station and Station Assets are located.

d) One or more assignments, together with all required consents, assigning to Buyer all of the Assumed Contracts.

e) Instructions to the Escrow Agent pursuant to the provisions of the Escrow Agreement.

f) A Certificate of Good Standing from the State of California..

g) An Incumbency Certificate, signed by appropriate officers of Seller, certifying as to the authenticity of signatures of the officers of Seller.

h) Certified copies of the enabling resolutions of Seller ratifying the execution, performance, and delivery of this Agreement.

i) Such other assignments, bills of sale, or other instruments of transfer, assignment, or conveyance as may be reasonably required by Buyer to effectuate the assignment, transfer, and conveyance to Buyer of the Station Assets, property, rights, privileges, and immunities of Seller which are to be sold, transferred, conveyed, and assigned to Buyer, as specified in this Agreement.

j) Such opinion letter of Seller's communications counsel as Buyer may reasonably request.

10.2.2 *By Buyer.* Buyer shall deliver to Seller:

a) A certificate executed by Buyer attesting to Buyer's compliance with the matters set forth in Sections 9.3.1 and 9.3.2.

b) The Purchase Price as set forth in Section 3, including Instructions to the Escrow Agent pursuant to the provisions of the Escrow Agreement.

c) One or more agreements by which Buyer assumes and agrees to perform all of the obligations of Seller accruing on or after the Closing Date under the contracts, leases, and other agreements to be assigned to Buyer.

d) A Certificate of Good Standing from Buyer's state of incorporation, as well as evidence of Buyer's right to conduct business in the State of California.

e) An Incumbency Certificate, signed by Buyer's corporate secretary, certifying as to the authenticity of signatures of the officers of Buyer.

f) A copy of a Resolution certified by an officer of Buyer of Buyer's Board of Directors authorizing the execution, performance, and delivery of this Agreement.

11. POST-CLOSING OBLIGATIONS. The parties covenant and agree as follows with respect to the period subsequent to Closing:

11.1 *Indemnification.*

11.1.1 *Buyer's Right to Indemnification.* Seller undertakes and agrees to indemnify and hold Buyer harmless against any and all losses, costs, liabilities, claims, obligations, and expenses, including reasonable attorneys' fees (together "Claims"), incurred or suffered by Buyer arising from (i) the Seller's operation of the Station or ownership of the Station Assets prior to Closing, including without limitation any liabilities arising under the Station Licenses or the Assumed Contracts which relate to events occurring prior to the Closing; (ii) the breach, misrepresentation, nonfulfillment, or other violation of any of Seller's covenants, warranties, or representations contained in this Agreement; (iii) all liabilities of Seller not expressly assumed by Buyer pursuant to this Agreement, including without limitation any liabilities arising under any contract or agreement not included in the Assumed Contracts; (iv) all



Liens on any of the Station Assets which are not expressly permitted by this Agreement; and (v) all Administrative Violations and alleged Administrative Violations occurring prior to Closing. The foregoing indemnity is intended by Seller to cover all acts, suits, proceedings, claims, demands, assessments, adjustments, diminution in value, costs, and expenses with respect to any and all of the specific matters in this indemnity set forth.

11.1.2 *Seller's Right to Indemnification.* Buyer undertakes and agrees to hold Seller harmless against any and all Claims incurred or suffered by Seller arising from (i) the Buyer's operation of the Station or ownership of the Station Assets after Closing including without limitation any liabilities arising under the Station Licenses or the Assumed Contracts which relate to the period after Closing; (ii) breach, misrepresentation, nonfulfillment, or other violation of any of Buyer's covenants, warranties, and representations contained in this Agreement; (iii) all liabilities of Buyer. The foregoing indemnity is intended by Buyer to cover all acts, suits, proceedings, claims, demands, assessments, adjustments, diminution in value, costs, and expenses with respect to any and all of the specific matters in this indemnity set forth.

11.1.3 *Indemnification Procedures.* If either party hereto (the "Indemnitee") receives notice or otherwise obtains knowledge of any matter with respect to which another party hereto (the "Indemnifying Party") may be obligated to indemnify the Indemnitee under this Section 11.1, then the Indemnitee shall promptly deliver to the Indemnifying Party written notice describing such matter in reasonable detail and specifying the estimated amount of the damages or liability that may be incurred by the Indemnitee in connection therewith. The Indemnifying Party shall have the right, at its option, to assume the complete defense of such matter at its own expense and with its own counsel, *provided* that such counsel is reasonably satisfactory to the Indemnitee. If the Indemnifying Party elects to assume the defense of such matter, then (i) notwithstanding anything to the contrary herein contained, the Indemnifying Party shall not be required to pay or otherwise indemnify the Indemnitee against any such matter following the Indemnifying Party's election to assume the defense of such matter, (ii) the Indemnitee shall fully cooperate as reasonably requested by the Indemnifying Party in the defense or settlement of such matter, (iii) the Indemnifying Party shall keep the Indemnitee informed of all material developments and events relating to such matter, and (iv) the Indemnitee shall have the right to participate, at its own expense, in the defense of such matter. In no event shall the Indemnifying Party be liable for any settlement or admission of liability with respect to such matter without its prior written consent.

11.1.4 *Survival of Representations and Warranties.* The representations and warranties set forth in Sections 6.5, 6.9, and 6.11 and the corresponding indemnification obligations shall survive indefinitely. The remaining representations, warranties and indemnities of the parties herein contained shall survive the execution and delivery of this Agreement and the Closing for two (2) years; *provided, however*, that any representation or warranty or indemnity that is specifically identified in a written claim of breach delivered within the period herein provided shall survive until it is either settled or adjudicated and paid in full.

11.1.5 *Limitation on Damages.* Notwithstanding any other provision of this Agreement to the contrary, neither party shall have any obligation to indemnify the other party hereunder until the indemnified party has suffered aggregate Claims exceeding Fifteen

Thousand Dollars (\$15,000), provided that when a party's Claims hereunder do exceed Fifteen Thousand Dollars (\$15,000), then all such Claim amounts pertaining to the indemnified party (including the \$15,000) shall thereafter be subject to the indemnification obligations set forth herein.

## 12. DEFAULT AND REMEDIES.

12.1 *Opportunity to Cure.* If either party believes the other to be in default hereunder, the former party shall provide the other with written notice specifying in reasonable detail the nature of such default. If the default has not been cured by the earlier of (i) the Closing Date, or (ii) within fourteen (14) days after delivery of that notice, then the party giving such notice may terminate this Agreement and/or exercise the remedies available to such party pursuant to this Section, subject to the right of the other party to contest such action through appropriate proceedings.

12.2 *Seller's Remedies.* If the transaction contemplated by this Agreement is not consummated as a result of Buyer's material default, the parties recognize that it would be extremely difficult and impractical to ascertain the actual damages sustained by Seller as a result of Buyer's material default. Accordingly, it has been mutually agreed that, in the event of such default, Seller shall be entitled to retain as liquidated damages the Escrow Deposit, plus accrued interest thereon, so long as Seller has otherwise complied with all its material obligations under this Agreement.

12.3 *Buyer's Remedies.* Seller agrees that the Station Assets include unique property that cannot be readily obtained on the open market and that Buyer will be irreparably injured if this Agreement is not specifically enforced. Therefore, so long as Buyer has otherwise complied with all its material obligations under this Agreement, Buyer shall have the right to enforce specifically Seller's performance under this Agreement, and Seller agrees to waive the defense in any such suit that Buyer has an adequate remedy at law and interpose no opposition, legal or otherwise, as to the propriety of specific performance as a remedy. In the event that Buyer elects to terminate this Agreement as a result of Seller's default instead of seeking specific performance, Buyer shall be entitled to the return of its earnest money deposit. The remedies described in this Section shall be in addition to, and not in lieu of, any other remedies that Buyer may elect to pursue.

## 13. TERMINATION.

13.1 *Absence of Commission Consent.* This Agreement may be terminated at the option of either party upon written notice to the other if the Closing Date has not occurred on or before the date that is 15 months following the execution date of this Agreement; *provided, however,* that a party may not terminate this Agreement if such party is in default hereunder. In the event of termination pursuant to this Section, the Escrow Deposit and any accrued interest thereon shall be returned to Buyer, and the parties shall be released and discharged from any further obligation hereunder, *provided that,* if the failure to obtain such grant is attributable to the fault of Buyer, as provided in this Section, and Seller is not in default and has otherwise

complied with its obligations under this Agreement, the Escrow Deposit and any accrued interest thereon shall be paid to Seller.

13.2 *Designation for Hearing.* The time for Commission approval provided in Section 13.1 notwithstanding, either party may terminate this Agreement upon written notice to the other, if, for any reason, the Assignment Application is designated for hearing by the Commission, *provided, however*, that written notice of termination must be given within twenty (20) days after release of the hearing designation order, and that the party giving such notice is not in default and has otherwise complied with its obligations under this Agreement. Upon termination pursuant to this Section, the Escrow Deposit and all accrued interest shall be returned to Buyer, and the parties shall be released and discharged from any further obligation hereunder.

### 13.3 *Damage.*

13.3.1 *Risk of Loss.* The risk of loss or damage to the Station Assets shall be upon Seller at all times prior to Closing, unless such loss or damage shall be caused by the actions of Buyer in connection with its operations pursuant to the Time Brokerage Agreement. In the event of loss or damage not caused by Buyer, Seller shall notify Buyer thereof and use its reasonable best efforts to repair, replace, or restore the lost or damaged property to its former condition. If such repair, replacement, or restoration has not been completed prior to the Closing Date, Buyer may, at its option:

a) elect to terminate this Agreement, in which event the Escrow Deposit and all accrued interest thereon shall be returned to Buyer, and the parties shall be released and discharged from any further obligation hereunder.

b) elect to consummate the Closing, in which event Seller shall pay to Buyer the amount of any deductible under applicable insurance and assign to Buyer all of Seller's rights under applicable insurance policies; or

c) elect to postpone the Closing Date, with prior consent from the Commission if necessary, for such reasonable period of time (not to exceed ninety (90) days) as is necessary for Seller to repair, replace, or restore the lost or damaged property to its former condition. If, after the expiration of that extension period, the lost or damaged property has not been adequately repaired, replaced, or restored, Buyer may terminate this Agreement, in which event the Escrow Deposit shall be returned to Buyer, and the parties shall be released and discharged from any further obligation hereunder.

## 14. GENERAL PROVISIONS.

14.1 *Expenses.* Except as otherwise provided herein, all expenses involved in the preparation and consummation of the Agreement, including without limitation the fees and expenses of each party's professional advisors (including, without limitation, legal counsel, accountants, investment bankers and brokers) shall be borne by the party incurring the same, whether or not the transaction contemplated herein is consummated. All Commission filing fees

for the Assignment Application shall be paid one-half by Seller and one-half by Buyer. All recording costs for instruments of transfer, and all stamp, sales, use, and transfer taxes shall be paid one-half by Seller and one-half by Buyer.

14.2 *Notices*. All notices, requests, demands, and other communications pertaining to this Agreement shall be in writing and shall be deemed duly given when delivered personally (which shall include delivery by Federal Express or other recognized overnight courier service that issues a receipt or other confirmation of delivery) to the party for whom such communication is intended, or three (3) business days after the date mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Seller:

Pappas Radio of Fresno, LLC  
500 S. Chinowth Rd.  
Visalia, CA 93277  
Attention: Dennis J. Davis

with a copy, which shall not constitute notice, to:

Kathleen Victory, Esquire  
Fletcher, Heald & Hildreth, P.L.C.  
1300 North 17th Street  
Eleventh Floor  
Arlington, Virginia 22209

If to Buyer:

Univision Radio, Inc.  
3102 Oak Lawn Ave., Suite 215  
Dallas, Texas 75219  
Attention: Timothy P. Ward

with a copy, which shall not constitute notice, to:

c/o Univision Television Group, Inc.  
5999 Center Drive  
Los Angeles, California 90045-0073  
Attention: Phyllis B. Verdugo

Either party may change its address for notices by written notice to the other given pursuant to this Section.

14.3 *Legal Fees*. If legal action is necessary to enforce any of the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs incurred thereby.

14.4 *Amendment*. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

14.5 *Exclusive Dealings*. For so long as this Agreement remains in effect, neither Seller nor any person acting on Seller's behalf shall, directly or indirectly, solicit or initiate any offer from, or conduct any negotiations with, any person concerning the acquisition of the Station by any party other than Buyer or Buyer's assignee(s).

14.6 *Waiver*. Unless otherwise specifically agreed in writing to the contrary: (i) the failure of either party at any time to require performance by the other of any provision of this Agreement shall not affect such party's right thereafter to enforce the same; (ii) no waiver by either party of any default by the other shall be taken or held to be a waiver by such party of any other preceding or subsequent default; and (iii) no extension of time granted by either party for the performance of any obligation or act by the other party shall be deemed to be an extension of time for the performance of any other obligation or act hereunder.

14.7 *Entire Agreement*. This Agreement and the agreements, attachments, schedules, and exhibits referenced herein supersede and terminate any prior agreements between the parties and contain all of the terms agreed upon with respect to the subject matter hereof. This Agreement may not be altered or amended except by an instrument in writing signed by the party against whom enforcement of any such change is sought.

14.8 *Counterparts*. This Agreement may be signed in any number of counterparts with the same effect as if the signatures on each such counterpart were on the same instrument.

14.9 *Headings*. The headings of the paragraphs of this Agreement are for convenience only and in no way modify, interpret, or construe the meaning of specific provisions of this Agreement.

14.10 *Schedules, Exhibits, and Attachments*. The schedules, exhibits, and attachments to this Agreement are a material part of this Agreement.

14.11 *Severability*. In case any one or more of the provisions contained in this Agreement should be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

14.12 *Governing Law*. This Agreement shall be construed in accordance with the internal laws of the State of California without reference to conflict of law principles, and the obligations of the parties hereto are subject to all federal, state, or municipal laws or regulations now or hereafter in force and to the regulations of the Commission and all other governmental bodies or authorities presently or hereafter duly constituted.

14.13 *Benefit*. This Agreement shall be binding on and inure to the benefit of the parties, their successors and assigns.

14.14 *Time of the Essence*. Time is deemed to be of the essence with respect to this Agreement.

## 15 DEFINITIONS

15.1 *Defined Terms*. Unless otherwise stated in this Agreement, the following terms when used herein shall have the meanings assigned to them below (such meanings to be equally applicable to both the singular and plural forms of the terms defined).

“Administrative Violation” shall have the meaning set forth in Section 8.6.

“Agreement” shall mean this Asset Purchase Agreement.

“Assignment Application” shall have the meaning set forth in Section 8.1.

“Assumed Contracts” shall have the meaning set forth in Section 1.3.

“Buyer” shall have the meaning set forth in the preamble to this Agreement.

“Claims” shall have the meaning set forth in Section 11.1.1.

“Closing” shall have the meaning set forth in Section 10.

“Closing Date” shall mean the date on which the Closing is completed, as set forth in Section 10.1

“Commission” shall have the meaning set forth in the preamble to this Agreement.

“Commission Licenses” shall have the meaning set forth in Section 1.1.

“Environmental Laws” shall have the meaning set forth in Section 6.11.

“Escrow Deposit” shall have the meaning set forth in Section 3.1.

“Final Order” shall have the meaning set forth in Section 9.1.4.

“Hazardous Materials” shall have the meaning set forth in Section 6.11.

“Indemnifying Party” shall have the meaning set forth in Section 11.

“Indemnatee” shall have the meaning set forth in Section 11.

“Intangible Assets” shall have the meaning set forth in Section 1.5.

“Liens” shall mean mortgages, deeds of trust, liens, security interests, pledges, collateral assignments, condition sales agreements, leases, encumbrances, claims or other defects of title, but shall not include liens for current taxes not yet due and payable.

“Purchase Price” shall have the meaning set forth in Section 3.

“Required Consents” shall have the meaning set forth in Section 6.7.

“Seller” shall have the meaning set forth in the preamble to this Agreement.

“Station” shall have the meaning set forth in the preamble to this Agreement.

“Station Assets” shall mean the assets to be transferred to Buyer hereunder, as more fully specified in Section 1.

“Station Equipment” shall have the meaning set forth in Section 1.2.

“Station Licenses” shall have the meaning set forth in Section 1.1.

“Technical Records” shall have the meaning set forth in Section 1.4.

“Time Brokerage Agreement” shall have the meaning set forth in Section 5.

“Transmitter Site Lease” shall have the meaning set forth in Section 1.3

15.2. *Miscellaneous Terms.* The term “or” means “and/or” unless the context requires otherwise; the term “and” is conjunctive. The term “shall” is mandatory; the term “may” is permissive. Masculine terms apply to females as well as males; feminine terms apply to males as well as females. The term “includes” or “including” is by way of example and not limitation.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officer as of the date first above written.

**SELLER:**

PAPPAS RADIO OF FRESNO, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**BUYER:**

UNIVISION RADIO FRESNO, INC.

By: \_\_\_\_\_

Name: Timothy P. Ward

Title: Vice President and Chief Financial Officer