

## **ASSET PURCHASE AGREEMENT**

**THIS ASSET PURCHASE AGREEMENT** (this “Agreement”) is made and entered into as of May 17, 2017, by and among **UNIVISION RADIO ILLINOIS, INC.**, a Delaware corporation (“URI”), **UNIVISION RADIO LICENSE CORPORATION**, a Delaware corporation (“URLC,” and together with URI, “Seller”) and **ALLIANCE RADIO, LLC**, an Illinois limited liability company (“Buyer”).

### **Recitals**

**A.** Seller owns and operates Station WVIV-FM, Highland Park, Illinois (FCC Facility ID No. 74177) (the “Station”) pursuant to authorizations issued by the Federal Communications Commission (“FCC”);

**B.** Seller leases the Station’s transmitter site as successor-in-interest to Big City Radio, Inc. from American Tower Corporation (“American Tower”) as successor-in-interest to Sonsinger Broadcasting Company of Chicago, LLC pursuant to that certain Tower Lease Agreement dated September 17, 1998 (as has been amended, modified, revised or extended to date, the “Transmitter Site Lease”) by and between Sonsinger Broadcasting Company of Chicago, LLC, as lessor, and Big City Radio, Inc., as lessee; and

**C.** Pursuant to the terms and conditions set forth in this Agreement, Seller desires to sell, and Buyer desires to purchase from Seller, certain of the assets used or held for use in the operation of the Station.

### **Agreement**

NOW, THEREFORE, taking the foregoing into account, and in consideration of the mutual covenants and agreements set forth herein, the parties, intending to be legally bound, hereby agree as follows:

#### **ARTICLE 1:      PURCHASE OF ASSETS**

1.1      Station Assets. On the terms and subject to the conditions hereof, at Closing (defined below), Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase and acquire from Seller, all right, title and interest of Seller in and to the following assets and properties of Seller that are used or held for use exclusively in the operation of the Station (the “Station Assets”):

(a)      all licenses, permits and other authorizations issued to Seller by the FCC with respect to the Station (the “FCC Licenses”), to the extent assignable to Buyer, including those described on *Schedule 1.1(a)*, including any renewals or modifications thereof between the date hereof and Closing;

(b)      all of Seller’s equipment, transmitters, antennas, cables, fixtures, spare parts and other tangible personal located at the Station’s transmitter site and listed on *Schedule 1.1(b)* (the “Tangible Personal Property”);

(c) the Transmitter Site Lease, a copy of which is included at *Schedule 1.1(c)*; and

(d) the Station's local public inspection file, FCC logs and other compliance records, filings with the FCC related to the Station and all other engineering data and logs and books and records related to the Station Assets, but excluding records included in the Excluded Assets (defined below).

The Station Assets shall be transferred to Buyer free and clear of liens, claims and encumbrances ("Liens") except for Assumed Obligations (defined in Section 1.4) and Permitted Liens. For purposes of this Agreement, "Permitted Liens" shall mean: (i) Liens for taxes, assessments and governmental charges not yet due and payable, (ii) Liens that will be released at or prior to Closing, and (iii) easements, rights of way, zoning ordinances and other similar encumbrances affecting the real property subject to the Transmitter Site Lease.

1.2 Excluded Assets. Notwithstanding anything to the contrary contained herein, Seller shall retain all rights, title and interest in and to all of the assets not included in the Station Assets (the "Excluded Assets"), including:

(a) all cash and cash equivalents of Seller, including without limitation certificates of deposit, commercial paper, treasury bills, marketable securities, money market accounts and all such similar accounts or investments;

(b) all of Seller's rights in any intellectual property held by or used in connection with the operation of the Station, including the WVIV-FM call signs and any trademarks, trade names, service marks, patents, patent applications, software and other computer programs, internet domain names and associated websites, social media, copyrights, programs and programming material (including program rights), jingles, slogans, logos, and other intangible property, owned, leased or licensed by Seller and specifically including any intellectual property using or containing the words or phrases "Univision" or "Latino Mix" or words or phrases confusingly similar to "Univision" or "Latino Mix";

(c) all tangible personal property of Seller retired or disposed of between the date of this Agreement and Closing in accordance with Article 4;

(d) any permits, licenses or authorizations, other than those expressly set forth in *Schedule 1.1(a)*;

(e) all contracts, agreements and leases relating to the business and operation of the Station except for the Transmitter Site Lease;

(f) Seller's corporate or trade names, charter documents and books and records relating to the organization, existence or ownership of Seller; employee-related files or records, financial records, account books, general ledgers and tax returns, but specifically excluding the technical and FCC-mandated records described in Section 1.1(e), and all records not relating to the operation of the Station;

(g) all contracts of insurance, all coverages and proceeds thereunder and all rights in connection therewith, including without limitation rights arising from any refunds due with respect to insurance premium payments to the extent related to such insurance policies;

(h) all pension, profit sharing plans and trusts and the assets thereof and any other employee benefit plan or arrangement and the assets thereof, if any, maintained by Seller;

(i) the Station's accounts receivable and any other rights to payment of cash consideration for goods or services sold or provided prior to the Closing Date (as defined below) or otherwise arising during or attributable to any period prior to the Closing Date;

(j) any interest in and to any refunds, rebates, abatements or other recovery of federal, state or local franchise, income or other taxes of Seller for taxes incurred and actually paid by Seller prior to the Closing;

(k) all rights and claims of Seller, whether mature, contingent or otherwise, against third parties with respect to the Station and the Station Assets, to the extent arising during or attributable to any period prior to the Closing Date;

(l) all deposits and prepaid expenses (and rights arising therefrom or related thereto), except to the extent Seller receives a credit therefor under Section 1.7;

(m) all assets used or held for use in the operation of any other radio station owned or operated by Seller or an affiliate of Seller or used in the operation of multiple stations or other business units, including without limitation, the studio used by the Station, any computers and other similar assets and any other operating systems and related assets or other shared equipment, except for any such items that are specifically set forth as included in the Station Assets on *Schedule 1.1(b)*; and

(n) all intercompany arrangements, promissory notes, amounts due from employees, bonds, letters of credit or other similar items.

1.3 Assumption of Obligations. At Closing, Buyer shall assume and timely perform the obligations of Seller arising during, or attributable to, any period of time on or after the Closing Date under the FCC Licenses and the Transmitter Site Lease or arising from the operation of the Station on or after the Closing Date (the "Assumed Obligations"). Except for the Assumed Obligations, Buyer does not assume, and will not be deemed by the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby to have assumed, any other liabilities or obligations of Seller (the "Retained Obligations").

1.4 Purchase Price. In consideration for the sale of the Station Assets to Buyer, at Closing, Buyer shall pay Seller the sum of Five Million Five Hundred Thousand Dollars (\$5,500,000), subject to adjustment pursuant to Section 1.6 (the "Purchase Price").

1.5 Deposit. Upon the execution of this Agreement, Buyer shall make a cash deposit in immediately available funds in the amount of Two Hundred Sixty-Five Thousand Dollars (\$265,000.00) (the "Deposit") with Chicago Deferred Exchange Company (the "Escrow Agent") pursuant to the Escrow Agent's standard form of deposit escrow agreement (with such changes as the parties shall collectively agree, the "Escrow Agreement") of even date herewith

among Buyer, Seller and the Escrow Agent. The “Closing Date Payment” is an amount equal to the Purchase Price (as adjusted pursuant to Section 1.6) less the Deposit. At Closing, the Deposit shall be disbursed to Seller and applied to the Purchase Price and any interest accrued thereon shall be disbursed to Buyer. If this Agreement is terminated prior to Closing by Seller pursuant to Section 10.1(c), the Deposit and any interest accrued thereon shall be disbursed to Seller. If this Agreement is otherwise terminated prior to Closing pursuant to Section 10.1(a), (b) or (d), the Deposit and any interest accrued thereon shall be disbursed to Buyer. The parties shall each instruct the Escrow Agent to disburse the Deposit and all interest thereon to the party entitled thereto and shall not, by any act or omission, delay or prevent any such disbursement unless contested by a party in good faith in writing within five (5) business days of a disbursement request, in which event the Deposit shall remain with the Escrow Agent until the parties’ dispute is resolved.

1.6 Prorations and Adjustments. All prepaid and deferred income and expenses relating to the Station Assets and arising from the operation of the Station shall be prorated between Buyer and Seller in accordance with generally accepted accounting principles as of 11:59 p.m. on the day immediately preceding the Closing and shall be set forth on Schedule 1.6. Such prorations reflect the principle that such expenses arising from the operation of the Station or relating to the Station Assets before the Closing Date shall be for the account of Seller and such expenses arising from the operation of the Station or relating to the Station Assets on or after the Closing Date shall be for the account of Buyer. Such prorations shall include without limitation all ad valorem, real estate and other property taxes (except transfer taxes as provided by Section 11.1), FCC regulatory fees, utility expenses, rent and other amounts under the Transmitter Site Lease and similar prepaid and deferred items. Seller shall receive a credit for all of the Station’s deposits and prepaid expenses related to the transmitting facilities leased under the Transmitter Site Lease. Such prorations shall be determined prior to the Closing by the mutual agreement of the parties working in good faith and a proration adjustment shall be made to the Closing Date Payment.

1.7 Allocation. Prior to Closing, Buyer and Seller shall negotiate in good faith to allocate the Purchase Price to the Station Assets in a manner that complies with Section 1060 of the Internal Revenue Code of 1986, as amended (the “Code”), such purchase price allocation to be set forth on Schedule 1.7. Such allocation, as mutually agreed by the parties, will be final and binding upon the parties and will be controlling for tax purposes. Each party agrees to utilize such allocation in preparing IRS Form 8594 pursuant to Section 1060(b) of the Code and to make consistent use of the allocation, fair market value, and useful lives so agreed upon for all tax purposes.

1.8 Closing. The consummation of the sale and purchase of the Station Assets provided for in this Agreement (the “Closing”) shall take place on or before the tenth (10) business day (the “Closing Date”) after the date that the FCC Consent becomes a Final Order (defined below), or at Buyer’s election and upon five (5) days’ prior written notice to Seller, on a date after the FCC Consent becomes effective but before it becomes a Final Order, but, in either case, subject to the satisfaction or waiver of the conditions set forth in Articles 6 and 7. The Closing shall be deemed to be effective at 12:01 am on the date on which the Closing occurs. The Closing shall be by exchange of documents via email or as Seller and Buyer may agree. For purposes of this Agreement, the term “Final Order” shall mean action by the FCC (including action duly taken by the FCC’s staff, pursuant to delegated authority) consenting to the

assignment of the FCC License by Seller to Buyer, which consent shall not have been reversed, stayed, enjoined, set aside, annulled or suspended; with respect to which no timely request for stay, petition for rehearing, appeal or certiorari or *sua sponte* action of the FCC with comparable effect shall be pending; and as to which the time for filing such request, petition, appeal, certiorari or for the FCC to set aside the action on its own motion (whether upon reconsideration or otherwise) has expired or otherwise terminated, or, in the event of review, reconsideration or appeal, the time for further review, reconsideration or appeal has expired or otherwise terminated.

1.9 FCC Consent. Within five (5) business days of the date of this Agreement, Buyer and Seller shall file an application with the FCC (the “FCC Application”) requesting FCC consent to the assignment of the FCC Licenses to Buyer. FCC consent to the FCC Application without any material adverse conditions other than those of general applicability is referred to herein as the “FCC Consent”. Buyer and Seller shall diligently prosecute the FCC Application and otherwise use their commercially reasonable efforts to obtain the FCC Consent as soon as possible. Buyer and Seller shall notify each other of all documents filed with or received from any governmental agency with respect to this Agreement or the transactions contemplated hereby. Buyer and Seller shall furnish each other with such information and assistance as the other may reasonably request in connection with their preparation and prosecution of any governmental filing hereunder.

## ARTICLE 2: SELLER REPRESENTATIONS AND WARRANTIES

Seller makes the following representations and warranties to Buyer as of the date hereof and as of the Closing Date:

2.1 Organization. URI is duly organized, validly existing and in good standing under the laws of Delaware and is qualified to do business in the State of Illinois. URLC is duly organized, validly existing and in good standing under the laws of Delaware. Each of URI and URLC has the requisite power and authority to execute, deliver and perform this Agreement and all of the other agreements and instruments to be made by URI and URLC pursuant hereto (collectively, the “Seller Ancillary Agreements”) and to consummate the transactions contemplated hereby.

2.2 Authorization. The execution, delivery and performance of this Agreement and the Seller Ancillary Agreements by URI or URLC, as the case may be, have been duly authorized and approved by all necessary action on the part of each entity and do not require any further authorization or consent of such entity. This Agreement is, and each Seller Ancillary Agreement when made by URI or URLC, as the case may be, and the other parties thereto will be, a legal, valid and binding agreement of such party, enforceable in accordance with its terms, except in each case as such enforceability may be limited by bankruptcy, moratorium, insolvency, reorganization or other similar laws affecting or limiting the enforcement of creditors’ rights generally and except as such enforceability is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

2.3 No Conflicts. Except for the FCC Consent and American Tower's consent to the assignment of the Transmitter Site Lease, the execution, delivery and performance by Seller of this Agreement and the Seller Ancillary Agreements and the consummation by Seller of any of the transactions contemplated hereby does not conflict with any organizational documents of Seller or any other contract or agreement to which Seller is a party or by which it is bound, or any law, judgment, order, or decree to which Seller is subject, or require the consent or approval of, or a filing by Seller with, any governmental or regulatory authority or any third party.

2.4 FCC Licenses. Seller is the holder of the FCC Licenses described on *Schedule 1.1(a)*, which are all of the licenses, permits and authorizations required by the FCC for the present operation of the Station. The FCC Licenses are in full force and effect and have not been revoked, suspended, canceled, rescinded or terminated and have not expired. There is not pending, or, to Seller's knowledge, threatened, any action by or before the FCC to revoke, suspend, cancel, rescind or materially adversely modify any of the FCC Licenses (other than proceedings to amend FCC rules of general applicability). There is not issued or outstanding, by or before the FCC, any order to show cause, notice of violation, notice of apparent liability, or order of forfeiture against the Station or against Seller with respect to the Station that could result in any such action. The Station is operating in compliance in all material respects with the FCC Licenses, the Communications Act of 1934, as amended (the "Communications Act"), and the rules, regulations and policies of the FCC. All material reports and filings required to be filed with the FCC by Seller with respect to the Station have been timely filed. All such reports and filings are accurate and complete in all material respects.

2.5 Taxes. Seller has, in respect of the Station's business, filed all foreign, federal, state, county and local income, excise, property, sales, use, franchise and other tax returns and reports which are required to have been filed by it under applicable law, and has paid all taxes which have become due pursuant to such returns or pursuant to any assessments which have become payable.

2.6 Personal Property.

(a) *Schedule 1.1(b)* contains a list of all items of Tangible Personal Property included in the Station Assets. Seller has good and marketable title to the Tangible Personal Property free and clear of Liens other than Permitted Liens.

(b) All items of Tangible Personal Property are in good operating condition, ordinary wear and tear excepted.

2.7 Real Property. The Transmitter Site Lease, a copy of which is attached as *Schedule 1.1(c)*, includes a description of the real property subject to the Transmitter Site Lease. To Seller's knowledge, the real property subject to the Transmitter Site Lease is not subject to any suit for condemnation or other taking by any public authority.

2.8 Transmitter Site Lease. The Transmitter Site Lease is in effect and is binding upon Seller and, to the knowledge of Seller, American Tower (subject to bankruptcy, insolvency, reorganization or other similar laws relating to or affecting the enforcement of creditors' rights generally). Seller has performed its obligations under the Transmitter Site Lease and is not in default thereunder, and to Seller's knowledge, American Tower is not in default thereunder.

2.9 Environmental. To the knowledge of Seller, no hazardous or toxic substance or waste regulated under any applicable environmental law has been generated, stored, transported or released on, in, from or to the real property subject to the Transmitter Site Lease. Seller has complied in all material respects with all environmental laws applicable to the Station.

2.10 Insurance. Seller maintains insurance policies or other arrangements with respect to the Station and the Station Assets consistent with its practices for other stations, and will maintain such policies or arrangements until the Closing Date.

2.11 Compliance with Law. Seller has complied in all material respects with all laws, rules and regulations, including without limitation all FCC and Federal Aviation Administration rules and regulations applicable to the operation of the Station, and all decrees and orders of any court or governmental authority which are applicable to the operation of the Station, and to Seller's knowledge, there are no governmental claims or investigations pending or threatened against Seller in respect of the Station except those affecting the industry generally.

2.12 Litigation. There is no action, suit or proceeding pending or, to Seller's knowledge, threatened against Seller in respect of the Station or the Station employees that will subject Buyer to liability or which will affect Seller's ability to perform its obligations under this Agreement. Seller is not operating under or subject to any order, writ, injunction or decree relating to the Station or the Station Assets of any court or governmental authority which would have a material adverse effect on the condition of the Station or any of the Station Assets, or any effect on the ability of Seller to enter into this Agreement or consummate the transactions contemplated hereby, other than those of general applicability.

2.13 No Undisclosed Liabilities. There are no liabilities or obligations of Seller with respect to the Station, including obligations to Seller's employees, that will be binding upon Buyer after the Closing Date other than the Assumed Obligations and other than pursuant to the prorations under Section 1.7.

2.14 Station Assets. The Station Assets include all assets that are owned or leased by Seller and used or held for use in the operation of the Station in all material respects as currently operated, except for the Excluded Assets.

2.15 Brokers. Seller has not engaged any broker or finder or other person who would have any valid claim for a commission or a brokerage fee in connection with this Agreement or the transaction contemplated hereby as a result of any agreement, understanding, or action on the part of Seller.

### ARTICLE 3: BUYER REPRESENTATIONS AND WARRANTIES

Buyer hereby makes the following representations and warranties to Seller as of the date hereof and as of the Closing Date:

3.1 Organization. Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of Illinois. Buyer has the requisite power and authority to execute, deliver and perform this Agreement and all of the other agreements and instruments to be executed and delivered by Buyer pursuant hereto (collectively, the "Buyer Ancillary Agreements") and to consummate the transactions contemplated hereby.

3.2 Authorization. The execution, delivery and performance of this Agreement and the Buyer Ancillary Agreements by Buyer have been duly authorized and approved by all necessary action of Buyer and do not require any further authorization or consent of Buyer. This Agreement is, and each Buyer Ancillary Agreement when made by Buyer and the other parties thereto will be, a legal, valid and binding agreement of Buyer enforceable in accordance with its terms, except in each case as such enforceability may be limited by bankruptcy, moratorium, insolvency, reorganization or other similar laws affecting or limiting the enforcement of creditors' rights generally and except as such enforceability is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

3.3 No Conflicts. Except as set forth in *Schedule 3.3*, the execution, delivery and performance by Buyer of this Agreement and the Buyer Ancillary Agreements and the consummation by Buyer of any of the transactions contemplated hereby does not conflict with any organizational documents of Buyer, any contract or agreement to which Buyer is a party or by which it is bound, or any law, judgment, order or decree to which Buyer is subject, or require the consent or approval of, or a filing by Buyer with, any governmental or regulatory authority or any third party.

3.4 Litigation. There is no action, suit or proceeding pending or, to Buyer's knowledge, threatened against Buyer which questions the legality or propriety of the transactions contemplated by this Agreement or could affect the ability of Buyer to perform its obligations hereunder.

3.5 Qualification. Buyer is legally, financially and otherwise qualified to be the licensee of, acquire, own and operate the Station under the Communications Act and the rules, regulations and policies of the FCC. There are no facts that would, under existing law and the existing rules, regulations, policies and procedures of the FCC, disqualify Buyer as an assignee of the FCC Licenses or as the owner and operator of the Station. No waiver of or exemption from any FCC rule or policy is necessary for the FCC Consent to be obtained. There are no matters known to Buyer which might reasonably be expected to result in the FCC's denial or delay of approval of the FCC Application or cause the FCC to impose a material condition or conditions on its granting of the FCC Consent.

3.6 Brokers. Other than Jorgenson Broadcast Brokerage, Inc., Buyer has not engaged any broker or finder or other person who would have any valid claim for a commission or a brokerage fee in connection with this Agreement or the transaction contemplated hereby as a result of any agreement, understanding, or action on the part of Buyer.

#### ARTICLE 4: SELLER COVENANTS

4.1 Seller's Covenants. Between the date hereof and Closing, except as permitted by this Agreement or with the prior written consent of Buyer, which shall not be unreasonably withheld, delayed or conditioned, Seller shall:

(a) operate the Station in the ordinary course of business and in all material respects in compliance with FCC rules and regulations and with all other applicable laws, regulations, rules and orders;



(b) not materially adversely modify, and in all material respects maintain in full force and effect, the FCC Licenses;

(c) not sell, lease or dispose of or agree to sell, lease or dispose of any of the Station Assets unless replaced with similar items of substantially equal or greater value and utility, or create, assume or permit to exist any Liens upon the Station Assets, except for Permitted Liens;

(d) maintain the Tangible Personal Property in the ordinary course of business;

(e) upon reasonable notice, give Buyer and its representatives reasonable access during normal business hours to the Station Assets, and furnish Buyer with information relating exclusively to the Station Assets that Buyer may reasonably request, provided that such access rights shall not be exercised in a manner that interferes with the operation of the Station or other stations owned by Seller or its affiliates;

(f) except in the ordinary course of business and as otherwise required by law, not (i) enter into any employment, labor, or union agreement or plan (or amendments of any such existing agreements or plan) that will be binding upon Buyer after Closing or (ii) increase the compensation payable to any employee of the Station, except for bonuses and other compensation payable by Seller in connection with the consummation of the transactions contemplated by this Agreement (if any); and

(g) not amend or terminate the Transmitter Site Lease, except to execute a lease extension or renewal agreement on the terms set forth in that certain memorandum from American Tower dated April 20, 2017 regarding “Proposal for ATC site #274580 Arlington Heights – lease #288808 – WVIV-FM 103.1 MHz, Facility ID 74177 Renewal” (the “Lease Extension Proposal”), a copy of which is included in *Schedule 1.3(c)*; and

(h) not enter into any new Station contracts that would be binding upon Buyer, or amend any existing Station contracts to make them binding upon Buyer.

4.2 WVIX-FM Relocation. Seller shall take commercially reasonable efforts to complete the relocation of the transmitting facilities of FM Station WVIX, Lemont, Illinois (“WVIX”), pursuant to FCC Construction Permit BPH-20140214AAR, and to verify, in good faith, the coverage area achieved by the new transmitting facilities of WVIX is as was anticipated by Seller prior to the relocation.

4.3 Notwithstanding the provisions of Section 4.1, Seller agrees that the requisite consent of Buyer shall be at Buyer’s sole discretion with respect to the following matters: (a) Seller’s creation of any Liens on the Station Assets other than Permitted Liens, and (b) any non-compliance with Section 4.1(g) regarding Seller’s amendment of the Transmitter Site Lease.

## ARTICLE 5: JOINT COVENANTS

Buyer and Seller hereby covenant and agree as follows:

5.1 Confidentiality. Affiliates of Seller and Buyer executed that certain Mutual Non-Disclosure and Negotiation Period Agreement dated as of January 17, 2017 (the “NDA”) with respect to Seller and its stations. To the extent not already a direct party thereto, Buyer and Seller hereby assume the NDA and agree to be bound by the provisions thereof. Without limiting the terms of the NDA, subject to the requirements of applicable law, all non-public information regarding the parties and their business and properties that is disclosed in connection with the negotiation, preparation or performance of this Agreement (including without limitation all financial information provided by Seller to Buyer) shall be confidential and shall not be disclosed to any other person or entity, except the parties’ representatives and lenders and the FCC, if required, for the purpose of consummating the transaction contemplated by this Agreement.

5.2 Announcements. Prior to Closing, no party shall, without the prior written consent of the other, issue any press release or make any other public announcement concerning the transactions contemplated by this Agreement, except to the extent that such party is so obligated by law, in which case such party shall give advance notice to the other, and except as necessary to enforce rights under or in connection with this Agreement. Notwithstanding the foregoing, the parties acknowledge that this Agreement and the terms hereof will be filed with the FCC Application and thereby become public.

5.3 Control. Buyer shall not, directly or indirectly, control, supervise or direct the operation of the Station prior to Closing. Consistent with the Communications Act and the FCC rules and regulations, control, supervision and direction of the operation of the Station prior to Closing shall remain the responsibility of the holder of the FCC Licenses.

### 5.4 Risk of Loss.

(a) Seller shall bear the risk of any loss of or damage to any of the Station Assets at all times until the Closing Date, and Buyer shall bear the risk of any such loss or damage thereafter.

(b) If prior to the Closing Date any item of Tangible Personal Property is materially damaged or destroyed or otherwise not in the condition described in Section 2.6(b) in any material respect, then:

(i) Seller shall use commercially reasonable efforts to repair or replace such item in the ordinary course of business; and

(ii) if such repair or replacement is not completed prior to Closing, then the parties shall proceed to Closing (with Seller’s representations and warranties deemed modified to take into account any such condition) and Seller shall promptly repair or replace such item in all material respects after Closing (and Buyer will provide Seller access and any other reasonable assistance requested by Seller with respect to such obligation), except that if such damage or destruction materially disrupts Station operations, then Buyer may postpone

Closing until the date five (5) business days after operations are restored in all material respects, subject to Section 10.1.

(c) If prior to Closing the Station is off the air or operating at a power level that results in a reduction in coverage (a “Broadcast Interruption”), then Seller shall use commercially reasonable efforts to return the Station to the air and restore prior coverage as promptly as possible in the ordinary course of business. Notwithstanding anything herein to the contrary, if prior to Closing there is a Broadcast Interruption in excess of 24 hours that results in a material reduction in coverage, then Buyer may postpone Closing until the date ten (10) business days after the Station returns to the air and prior coverage is restored in all material respects, subject to Section 10.1.

5.5 Transmitter Site Lease. The parties shall use commercially reasonable efforts to obtain (a) American Tower’s consent to the assignment of the Transmitter Site Lease, (b) obtain a lease extension or renewal agreement with respect to the Transmitter Site Lease on substantially the same terms as set forth in Lease Extension Proposal, and (c) a reasonable estoppel certificate under the Transmitter Site Lease from American Tower.

5.6 Employees. Buyer will not offer post-Closing employment to any employees of the Station, and Seller agrees that Buyer shall have no responsibility to hire any employees of the Station as of the Closing.

5.7 Actions. After Closing, Buyer shall cooperate with Seller, at Seller’s expense as to any out-of-pocket expenses or attorneys’ fees, in the investigation, defense or prosecution of any action which is pending or threatened against Seller or its affiliates with respect to the Station, whether or not any party has notified the other of a claim for indemnification with respect to such matter.

#### ARTICLE 6: SELLER CLOSING CONDITIONS

The obligation of Seller to consummate the Closing hereunder is subject to satisfaction, at or prior to Closing, of each of the following conditions (unless waived in writing by Seller):

##### 6.1 Representations and Covenants.

(a) The representations and warranties of Buyer made in this Agreement shall be true and correct in all material respects as of the Closing Date except for changes permitted or contemplated by the terms of this Agreement.

(b) The covenants and agreements to be complied with and performed by Buyer at or prior to Closing shall have been complied with or performed in all material respects.

(c) Seller shall have received a certificate dated as of the Closing Date from Buyer executed by an authorized representative of Buyer to the effect that the conditions set forth in Sections 6.1(a) and (b) have been satisfied.

6.2 Proceedings. Neither Seller nor Buyer shall be subject to any court or governmental order or injunction restraining or prohibiting the consummation of the transactions contemplated hereby.

6.3 FCC Authorization. The FCC Consent shall have been issued by the FCC and shall have become a Final Order (unless finality has been waived by Buyer).

6.4 WVIX-FM Relocation. Seller shall have completed the relocation of the transmitting facilities of WVIX and shall have verified, in good faith, the coverage area achieved by the new transmitting facilities of WVIX is as was anticipated by Seller prior to the relocation.

6.5 Deliveries. Buyer shall have complied with its obligations set forth in Section 8.2.

#### ARTICLE 7: BUYER CLOSING CONDITIONS

The obligation of Buyer to consummate the Closing hereunder is subject to satisfaction, at or prior to Closing, of each of the following conditions (unless waived in writing by Buyer):

##### 7.1 Representations and Covenants.

(a) The representations and warranties of Seller made in this Agreement shall be true and correct in all material respects as of the Closing Date except for changes permitted or contemplated by the terms of this Agreement.

(b) The covenants and agreements to be complied with and performed by Seller at or prior to Closing shall have been complied with or performed in all material respects.

(c) Buyer shall have received a certificate dated as of the Closing Date from Seller executed by an authorized representative of Seller to the effect that the conditions set forth in Sections 7.1(a) and (b) have been satisfied.

7.2 Proceedings. Neither Seller nor Buyer shall be subject to any court or governmental order or injunction restraining or prohibiting the consummation of the transactions contemplated hereby.

7.3 FCC Authorization. The FCC Consent shall have been issued by the FCC and shall have become a Final Order (unless finality has been waived by Buyer).

7.4 Deliveries. Seller shall have complied with its obligations set forth in Section 8.1.

7.5 Consents. (a) American Tower shall have consented to the assignment of the Transmitter Site Lease by Seller to Buyer and (b) the Illinois Department of Insurance shall have consented to the transaction contemplated by this Agreement, as referenced in *Schedule 3.3*.

7.6 Transmitter Site Lease. Seller and American Tower shall have entered into a lease extension or renewal agreement with respect to the Transmitter Site Lease on substantially the same terms as set forth in Lease Extension Proposal.

ARTICLE 8: CLOSING DELIVERIES

8.1 Seller Documents. At Closing, Seller shall deliver or cause to be delivered to Buyer (unless waived in writing by Buyer):

- (i) good standing certificates issued by the Secretary of State of Seller's jurisdictions of formation;
- (ii) a certificate executed by Seller certifying the due authorization of this Agreement and the Seller Ancillary Agreements, together with copies of Seller's authorizing resolutions;
- (iii) the certificate described in Section 7.1(c);
- (iv) an assignment of FCC authorizations assigning the FCC Licenses from Seller to Buyer;
- (v) an assignment and assumption of lease assigning the Transmitter Site Lease from Seller to Buyer;
- (vi) a consent by American Tower to the assignment of the Transmitter Site Lease from Seller to Buyer;
- (vii) a bill of sale conveying the other Station Assets from Seller to Buyer;
- (viii) Schedule 1.6, containing the calculation of the prorations set forth in Section 1.6, and the corresponding adjustment to be made to the Closing Date Payment, as mutually agreed by Seller and Buyer;
- (ix) Schedule 1.7, containing the allocation schedule required by Section 1.7, as mutually agreed by Seller and Buyer;
- (x) confirmation of releases of any security interests granted in the Station Assets as security for payments of loan or other obligations and of any other Liens (other than Permitted Liens);
- (xi) instructions to the Escrow Agent regarding the payment of the Deposit and any interest thereon (such instructions, the "Joint Instruction");
- (xii) any other instruments of conveyance, assignment and transfer that may be reasonably necessary to convey, transfer and assign the Station Assets from Seller to Buyer, free and clear of Liens, except for Permitted Liens.

8.2 Buyer Documents. At Closing, Buyer shall deliver or cause to be delivered to Seller (unless waived in writing by Seller):

- (i) the Closing Date Payment, by wire transfer of immediately available funds to the account(s) designated in writing by Seller;

- (ii) the Joint Instructions;
- (iii) good standing certificate issued by the Secretary of State of Delaware;
- (iv) a certificate executed by Buyer certifying the due authorization of this Agreement and the Buyer Ancillary Agreements, together with copies of Buyer's authorizing resolutions;
- (v) the certificate described in Section 6.1(c);
- (vi) an assignment and assumption of lease assuming the Transmitter Site Lease from Seller to Buyer; and
- (vii) such other documents and instruments of assumption that may be necessary to assume the Assumed Obligations.

#### ARTICLE 9: SURVIVAL; INDEMNIFICATION

9.1 Survival. The representations and warranties in this Agreement shall survive Closing for a period of twelve (12) months from the Closing Date whereupon they shall expire and be of no further force or effect, except those under Section 2.5 (Taxes), Section 2.6(a) (Title) and Section 2.9 (Environmental), all of which shall survive until the expiration of any applicable statute of limitations. If, within such applicable period, the indemnified party gives the indemnifying party written notice of a claim for breach thereof describing in reasonable detail the nature and basis of such claim, then such claim shall survive until the earlier of resolution of such claim or expiration of the applicable statute of limitations. The covenants and agreements in this Agreement shall survive Closing until performed.

#### 9.2 Indemnification.

(a) Subject to Section 9.2(b), from and after Closing, Seller shall defend, indemnify and hold harmless Buyer from and against any and all losses, costs, damages, liabilities and expenses, including reasonable attorneys' fees and expenses ("Damages") incurred by Buyer arising out of or resulting from:

- (i) any breach by Seller of its representations and warranties made under this Agreement; or
- (ii) any default by Seller of any covenant or agreement made under this Agreement; or
- (iii) the Retained Obligations; or
- (iv) the business or operation of the Station before the Closing Date.

(b) Notwithstanding the foregoing or anything else herein to the contrary, after Closing, (i) Seller shall have no liability to Buyer under clause (i) of Section 9.2(a) until Buyer's aggregate Damages exceed an amount equal to \$50,000, after which such threshold

amount shall be included in, and not excluded from, any calculation of Damages, and (ii) the maximum aggregate liability of Seller under clause (i) of Section 9.2(a) shall be an amount equal to \$1,000,000. The aggregate amount of Damages for which Seller may be liable pursuant to this Article shall not exceed the Purchase Price.

(c) From and after Closing, Buyer shall defend, indemnify and hold harmless Seller from and against any and all Damages incurred by Seller arising out of or resulting from:

(i) any breach by Buyer of its representations and warranties made under this Agreement; or

(ii) any default by Buyer of any covenant or agreement made under this Agreement; or

(iii) the Assumed Obligations; or

(iv) the business or operation of the Station after the Closing Date.

(d) In calculating the amount of Damages to Buyer or Seller under this Article, such Damages shall be reduced by any recovery from any third party (including insurance proceeds or tax benefits) as a result of the facts or circumstances giving rise to the Damages. Each indemnified party shall take all commercially reasonable efforts to mitigate all Losses upon and after becoming aware of any event that would reasonably be expected to give rise to any Losses. No indemnifying party shall have any liability to any indemnified party with respect to any Damages due to the inaccuracy in or breach of any representation or warranty under this Agreement to the extent the indemnifying party provided written notice of such inaccuracy or breach to the indemnified party prior to the Closing.

### 9.3 Procedures.

(a) The indemnified party shall give prompt written notice to the indemnifying party of any demand, suit, claim or assertion of liability by third parties that is subject to indemnification hereunder (a "Claim"), but a failure to give such notice or delaying such notice shall not affect the indemnified party's rights or the indemnifying party's obligations except to the extent the indemnifying party's ability to remedy, contest, defend or settle with respect to such Claim is thereby prejudiced and provided that such notice is given within the time period described in Section 9.1, if applicable.

(b) The indemnifying party shall have the right to undertake the defense or opposition to such Claim with counsel selected by it. In the event that the indemnifying party does not undertake such defense or opposition in a timely manner, the indemnified party may undertake the defense, opposition, compromise or settlement of such Claim with counsel selected by it at the indemnifying party's cost (subject to the right of the indemnifying party to assume defense of or opposition to such Claim at any time prior to settlement, compromise or final determination thereof).

(c) Anything herein to the contrary notwithstanding:

(i) the indemnified party shall have the right, at its own cost and expense, to participate in the defense, opposition, compromise or settlement of the Claim;

(ii) the indemnifying party shall not, without the indemnified party's written consent, settle or compromise any Claim or consent to entry of any judgment which does not include the giving by the claimant to the indemnified party of a release from all liability in respect of such Claim;

(iii) in the event that the indemnifying party undertakes defense of or opposition to any Claim, the indemnified party, by counsel or other representative of its own choosing and at its sole cost and expense, shall have the right to consult with the indemnifying party and its counsel concerning such Claim and the indemnifying party and the indemnified party and their respective counsel shall cooperate in good faith with respect to such Claim; and

(iv) neither party shall have any liability to the other under any circumstances for special, indirect, consequential, incidental, punitive or exemplary damages or lost profits, diminution in value, loss of business value or similar damages of any kind, whether or not foreseeable.

(d) After Closing, all claims for breach of representations or warranties under this Agreement shall be subject to the limitations set forth in Section 9.2(b).

#### ARTICLE 10: TERMINATION AND REMEDIES

10.1 Termination. Subject to Section 10.3, this Agreement may be terminated prior to Closing as follows:

(a) by mutual written consent of Buyer and Seller;

(b) by written notice of Buyer to Seller if Seller breaches its representations or warranties or defaults in the performance of its covenants contained in this Agreement and such breach or default is material in the context of the transactions contemplated hereby and is not cured within the Cure Period (defined below);

(c) by written notice of Seller to Buyer if Buyer breaches its representations or warranties or defaults in the performance of its covenants contained in this Agreement and such breach or default is material in the context of the transactions contemplated hereby and is not cured within the Cure Period; provided, however, that the Cure Period shall not apply to Buyer's obligations to make the Deposit on the date hereof and to pay the Purchase Price at Closing; or

(d) by written notice of Seller to Buyer or Buyer to Seller if Closing does not occur by the date twelve (12) months after the date of this Agreement ("Termination Date").

10.2 Cure Period. Each party shall give the other party prompt written notice upon learning of any breach or default by the other party under this Agreement. The term "Cure Period" as used herein means a period commencing on the date Buyer or Seller receives from the



other written notice of breach or default hereunder and continuing until the earlier of (a) thirty (30) calendar days thereafter or (b) the Closing Date determined under Section 1.8, or as same may be extended pursuant to the provisions of this Agreement; provided, however, that if the breach or default is non-monetary and cannot reasonably be cured within such period but can be cured before the Closing Date determined under Section 1.8, or as same may be extended pursuant to the provisions of this Agreement, and if diligent efforts to cure promptly commence, then the Cure Period shall continue as long as such diligent efforts to cure continue, but not beyond the Termination Date.

10.3 Survival. Except as provided by Section 10.5, the termination of this Agreement shall not relieve any party of any liability for breach or default under this Agreement prior to the date of termination. Notwithstanding anything contained herein to the contrary, Sections 1.6 (Deposit) (and Section 10.5 with respect to the Deposit), 5.1 (Confidentiality) and 11.1 (Expenses) shall survive any termination of this Agreement.

10.4 Specific Performance. In the event of failure or threatened failure by either party to comply with the terms of this Agreement, the other party shall be entitled to an injunction restraining such failure or threatened failure and, subject to obtaining any necessary FCC consent, to enforcement of this Agreement by a decree of specific performance requiring compliance with this Agreement. Notwithstanding the foregoing, if prior to Closing the condition described in Section 10.1(c) exists, then Seller's sole remedy for Buyer's breach of this Agreement shall be termination of this Agreement and receipt of the liquidated damages amount pursuant to Section 10.5.

10.5 Liquidated Damages. Buyer and Seller agree that if the transaction contemplated herein fails to close due to Section 10.1(c), Seller's sole and exclusive remedy under Section 10.1 shall be the right to claim and be paid the Deposit (and the interest accrued thereon) as liquidated damages ("Liquidated Damages"). The parties acknowledge and agree that the Liquidated Damages amount is not a penalty and is reasonable in light of substantial but indeterminate harm anticipated to be caused by Buyer's breach and failure to close under the terms of this Agreement. The parties further acknowledge and agree that the amount of actual loss caused by Buyer's breach of this Agreement is incapable of precise estimation and that Seller would not have a convenient and adequate alternative to liquidated damages hereunder.

#### ARTICLE 11: MISCELLANEOUS

11.1 Expenses. Each party shall be solely responsible for all costs and expenses incurred by it in connection with the negotiation, preparation and performance of and compliance with the terms of this Agreement. The filing fee for the FCC Application shall be paid one-half by Buyer and one-half by Seller. All governmental taxes, fees and charges applicable to the transfer of the Station Assets under this Agreement shall be paid one-half by Buyer and one-half by Seller. Each party is responsible for any commission, brokerage fee, advisory fee or other similar payment that arises as a result of any agreement or action of it or any party acting on its behalf in connection with this Agreement or the transactions contemplated hereby. Buyer is solely responsible for any brokerage fee due to Jorgenson Broadcast Brokerage, Inc.

11.2 Further Assurances. After Closing, each party shall from time to time, at the request of and without further cost or expense to the other, execute and deliver such other instruments of conveyance and assumption and take such other actions as may reasonably be requested in order to more effectively consummate the transactions contemplated hereby.

11.3 1031 Exchange. Provided that such exchange shall in no event serve to delay or defer the Closing, Buyer or Seller may conduct an I.R.S. Section 1031 like kind exchange from or into the assets that are the subject of this Agreement to the fullest extent permitted by law. Each party agrees to cooperate with the other party to execute such consents to assignment of this Agreement as are reasonably necessary or helpful to conduct such exchange. The liabilities of the parties under this Agreement will not be affected by this cooperation, and each party will be responsible for its own expenses incurred in connection with such exchange.

11.4 Assignment. Except as provided by Section 11.3 (1031 Exchange), neither party may assign this Agreement without the prior written consent of the other party hereto, provided, however, that Buyer may assign its rights hereunder to an affiliate of Buyer upon written notice to, but without consent of, Seller, provided that (a) any such assignment does not delay processing of the FCC Application, grant of the FCC Consent or Closing, (b) any such assignee delivers to Seller a written assumption of this Agreement, (c) Buyer shall remain liable for all of its obligations hereunder, and (d) Buyer shall be solely responsible for any third party consents necessary in connection therewith (none of which are a condition to Closing). The terms of this Agreement shall bind and inure to the benefit of the parties' respective successors and any permitted assigns, and no assignment shall relieve any party of any obligation or liability under this Agreement.

11.5 Notices. Any notice pursuant to this Agreement shall be in writing and shall be deemed delivered on the date of personal delivery or confirmed delivery by a nationally recognized overnight courier service, and shall be addressed as follows (or to such other address as any party may request by written notice):

if to Seller:

John Eck  
Chief Local Media Officer  
Univision Radio, Inc.  
603 3rd Avenue  
New York, NY 10158

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

Christopher G. Wood  
SVP/ Associate General Counsel  
Univision Radio, Inc.  
5999 Center Drive  
Los Angeles, CA 90045

if to Buyer:

Frank J. Spula  
Alliance Radio, LLC  
6100 N. Cicero Ave.  
Chicago, IL 60646

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

Shelley Sadowsky, Esq.  
Shelley Sadowsky, LLC  
5938 Dorchester Way  
Rockville, MD 20852  
[shelley@sadowskycommlaw.com](mailto:shelley@sadowskycommlaw.com)

and to:

Christopher Nowotarski, Esq.  
Stone Pogrund & Korey, LLC  
1 East Wacker Drive  
Suite 2610  
Chicago, IL 60601  
[cnowotarski@spklaw.com](mailto:cnowotarski@spklaw.com)

11.6 Amendments. No amendment or waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of such amendment, waiver, or consent is sought.

11.7 Entire Agreement. This Agreement (including the Schedules hereto), the Buyer Ancillary Agreements and the Seller Ancillary Agreements constitute the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings with respect to the subject matter hereof, except any confidentiality agreement among the parties with respect to the Station, which shall remain in full force and effect. No party makes any representation or warranty with respect to the transactions contemplated by this Agreement except as expressly set forth in this Agreement. Without limiting the generality of the foregoing, Seller makes no representation or warranty to Buyer with respect to any projections, budgets or other estimates of the Station's revenues, expenses or results of operations, or, except as expressly set forth in Article 2, any other financial or other information made available to Buyer with respect to the Station.

11.8 Severability. If any court or governmental authority holds any provision in this Agreement invalid, illegal or unenforceable under any applicable law, then, so long as no party is deprived of the benefits of this Agreement in any material respect, this Agreement shall be construed with the invalid, illegal or unenforceable provision deleted and the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby.

11.9 No Beneficiaries. Nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the parties hereto and their successors and permitted assigns.

11.10 Governing Law. The construction and performance of this Agreement shall be governed by the laws of the State of Illinois without giving effect to the choice of law provisions thereof. The prevailing party in a lawsuit brought to enforce the performance or compliance of any provision of this Agreement may recover reasonable attorneys' fees and costs from the non-prevailing party.

11.11 Counterparts. This Agreement may be executed in separate counterparts, each of which will be deemed an original and all of which together will constitute one and the same agreement.

(SIGNATURE PAGE FOLLOWS.)

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SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

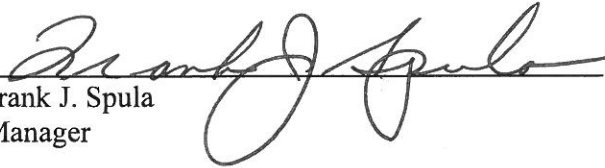
**BUYER:**

**ALLIANCE RADIO, LLC**

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

Name: Frank J. Spula

Title: Manager



**SELLER:**

**UNIVISION RADIO ILLINOIS, INC.**

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

Name: John Eck

Title: Chief Local Media Officer

**UNIVISION RADIO LICENSE CORPORATION**

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

Name: John Eck

Title: Chief Local Media Officer

**SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

**BUYER:**

**ALLIANCE RADIO, LLC**

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

Name: Frank J. Spula

Title: Manager

**SELLER:**

**UNIVISION RADIO ILLINOIS, INC.**

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

Name: John Eck

Title: Chief Local Media Officer

**UNIVISION RADIO LICENSE CORPORATION**

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

Name: John Eck

Title: Chief Local Media Officer