

## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the “Agreement”), made as of July 18, 2018, is entered into by and among Jerry Lee Radio, LLC, a Pennsylvania limited liability company (“JLR”), Jerry Lee Broadcasting, LLC, a Delaware limited liability company (“JLB,” and together with JLR, “Seller”), and, solely for the purposes of Section 10.15, Zell Credit Opportunities Master Fund, L.P., a Delaware limited partnership (the “Seller Guarantor”), on the one hand, and Entercom Pennsylvania, LLC, a Delaware limited liability company (“Entercom PA”), and Entercom License, LLC, a Delaware limited liability company (“Entercom License,” and together with Entercom PA, “Buyer”), and, solely for the purposes of Section 10.16, Entercom Communications Corp., a Delaware corporation and parent of Buyer (the “Buyer Guarantor”), on the other hand.

### Recitals:

A. JLB is the holder of the authorizations issued by the FCC for the operation of commercial radio broadcast station WBEB(FM), 101.1 MHz, Philadelphia, PA (FCC Facility ID No. 71382) (the “Station”).

B. Seller desires to sell, and Buyer desires to purchase, all of Seller’s right, title and interest in and to the assets used or held for use in the operation of the Station, including the FCC licenses and authorizations for the Station, on the terms and conditions, and subject to the exceptions and limitations, set forth in this Agreement.

C. Terms not otherwise defined in this Agreement shall have the meanings ascribed to them in Section 11.

### Agreement:

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

#### 1. ASSETS TO BE CONVEYED

1.1. Station Assets. Pursuant to the terms and conditions of this Agreement, at the Closing, Seller shall sell, assign, transfer and convey to Buyer, and Buyer shall purchase from Seller, all of Seller’s right, title and interest in, to and under all of the assets, properties, interests and rights of Seller of whatsoever kind and nature, real and personal, tangible and intangible, which are used or held for use in the operation of the Station, but excluding the Excluded Assets as defined in Section 1.2 hereof (collectively, the “Station Assets”), free and clear of any and all liens, mortgages, pledges, security interests, claims and encumbrances (collectively, “Liens”) except for Permitted Liens, if any. Except as provided in Section 1.2, the Station Assets include the following:

(a) all licenses and other authorizations issued by the FCC to Seller and used or held for use in the operation of the Station, including those listed on Schedule 1.1(a), as the same may be amended or renewed between the date of this Agreement and the Closing, as hereinafter defined, along with any applications for renewal or modification thereof which are pending before the FCC on the Closing Date, as defined herein (collectively, the “FCC Licenses”);

(b) the machinery, equipment (including computers and office equipment), electrical devices, studio and studio transmitter link equipment, vehicles, transmitters and transmission equipment, satellite dishes, antennas, cables, tools, hardware, office furniture and fixtures, office materials and supplies, inventory, spare parts and other tangible personal property owned by Seller and used or held for use in the operation of the Station, including the items listed on Schedule 1.1(b) (the “Tangible Personal Property”);

(c) all contracts, agreements, leases and licenses listed on Schedule 1.1(c), which do not include the Real Estate Leases (collectively, the “Station Contracts”), and the rights to any security deposits held by third parties under the Station Contracts, which shall be treated as a Current Asset under Section 1.7;

(d) the Real Estate Leases, which are identified on Schedule 1.1(d), and the rights to any security deposits held by third parties under the Real Estate Leases, which shall be treated as a Current Asset under Section 1.7;

(e) all of Seller’s rights in and to the intellectual and intangible property used or held for use in the operation of the Station, including the intellectual and intangible property set forth on Schedule 1.1(e) (the “Intangible Property”);

(f) all files, documents and records (or copies thereof) owned by Seller relating to the operation or business of the Station, including the Station’s public inspection file, files, logs, technical information and engineering data, manuals, programming information and studies, client/advertiser lists, listener databases, marketing and demographic studies, sales and audience data, and credit and sales reports;

(g) all accounts receivable, notes receivable and other Current Assets;

(h) all management and other systems (including computers and peripheral equipment), databases, computer software, disks and similar assets owned by Seller that are used or held for use in the business and operation of the Station and all licenses of Seller to the extent relating thereto; and

(i) all counterclaims, cross-claims, third party claims and related rights, including third party warranties and guarantees and all related claims, credits, rights of recovery and set-off and other similar contractual rights, vis-à-vis third parties held by or in favor of Seller and related to the Station, except as set forth in Section 1.2(f).

1.2. Excluded Assets. The following assets and properties of Seller (the “Excluded Assets”) shall not be acquired by Buyer and are excluded from the Station Assets:

(a) Seller’s books and records pertaining to the company organization, existence or capitalization of Seller;

(b) all promissory notes, cash, cash equivalents, or similar type investments of Seller, such as certificates of deposit, treasury bills, marketable securities, asset or money market accounts or similar accounts or investments;

(c) all insurance policies or any proceeds payable thereunder and rights in connection therewith, except as otherwise contemplated by Section 4.5;

(d) all tangible and intangible personal property disposed of or consumed between the date of this Agreement and the Closing Date (as defined in Section 1.6), as permitted under this Agreement;

(e) all contracts and agreements not set forth on Schedule 1.1(c) or Schedule 1.1(d);

(f) all counterclaims, cross-claims, third party claims and related rights to the extent arising out of or pertaining to occurrences, activities, operations or events before the Closing Date related to any proceeding for which any liability would constitute a Retained Liability, including third party warranties and guarantees and all related claims, credits, rights of recovery and set-off and other similar contractual rights, vis-à-vis third parties held by or in favor of Seller and related to the Station;

(g) membership interests in JLB;

(h) all claims for refunds of Taxes and other governmental charges or assessments arising from or pertaining to periods, activities, operations or events occurring on or prior to the Closing Date; and

(i) all assets listed on Schedule 1.2.

1.3. Assumption of Obligations. At Closing, Buyer shall assume and agree to pay, discharge and perform all liabilities, obligations and commitments whether accrued, absolute, contingent or otherwise arising under the FCC Licenses, Station Contracts and Real Estate Leases to the extent they accrue, or relate to, the period after the Effective Time (other than such liabilities, obligations and commitments attributable to any failure by Seller to comply with the terms of the FCC Licenses, Stations Contracts and Real Estate Leases), all Current Liabilities included in the calculation of Final NWC and the Buyer Employee Liabilities (collectively, the “Assumed Obligations”).

1.4. Retained Liabilities. Buyer does not assume or agree to discharge or perform and will not be deemed by reason of the execution and delivery of this Agreement or any other agreement, instrument or documents delivered pursuant to or in connection with this Agreement or otherwise by reason of the consummation of the transactions contemplated by this Agreement,

to have assumed or to have agreed to discharge or perform, any liabilities, obligations or commitments of Seller or those arising from the ownership or holding of the Station Assets of any nature whatsoever whether accrued, absolute, contingent or otherwise (including, without limitation, all liabilities, losses, damages or expenses relating to any Action to the extent it arises out of the business or operation of the Station, Seller or the Station Assets prior to the Effective Time), other than the Assumed Obligations (collectively, the “Retained Liabilities”).

1.5. Purchase Price; Closing Payment.

(a) In consideration for the sale of the Station Assets, Buyer shall, at the Closing, in addition to assuming the Assumed Obligations, pay to Seller Fifty-Seven Million Five Hundred Thousand Dollars (\$57,500,000) (the “Purchase Price”).

(b) At Closing, Buyer shall pay to Seller, by wire transfer of immediately available funds to an account designated by Seller, the Closing Payment. The “Closing Payment” is an amount equal to:

(i) the Purchase Price,

(ii) minus the Accrued Transaction Expenses, and

(iii) to the extent there is a NWC Excess or NWC Shortfall, either plus the NWC Excess or minus the NWC Shortfall.

1.6. Closing. Subject to Section 8.1 of this Agreement and except as otherwise mutually agreed upon by Seller and Buyer, the consummation of the sale and purchase of the Station Assets and the assumption of the Assumed Obligations hereunder (the “Closing”) shall take place (by electronic exchange of the documents to be delivered at the Closing) on the later of (a) ten (10) Business Days after the day that the FCC Consent is granted; provided, however, that if (x) any petition to deny or other filing is filed with the FCC against the FCC Application and (y) in the reasonable opinion of Buyer’s FCC counsel, the objection(s) set forth in the petition or other filing and the disposition thereof in the FCC Consent would reasonably be expected to result in a reversal of the FCC Consent or a designation for hearing of the FCC Application, Buyer may elect at its sole discretion, by providing written notice to Seller no later than five (5) Business Days following grant of the FCC Consent, to postpone Closing until ten (10) Business Days after the FCC Consent shall have become a Final Order, and (b) the date on which each of the other conditions to Closing set forth in Section 4.16 has been satisfied or waived (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of those conditions at such time). Alternatively, the Closing may take place at such other place, time or date as the parties may mutually agree in writing. The date on which the Closing is to occur is referred to herein as the “Closing Date.” The effective time of the Closing shall be 12:01 a.m., Eastern Time, on the Closing Date (the “Effective Time”).

1.7. Net Working Capital.

(a) No later than five (5) business days prior to the scheduled Closing Date, Seller shall provide Buyer with a statement (the “Estimated NWC Balance Sheet”) setting forth a

reasonably detailed computation of Seller's reasonable and good faith estimate of the Net Working Capital as of the Effective Time (the "Estimated NWC"). The Estimated NWC Balance Sheet shall be calculated in accordance with GAAP, and shall be accompanied by appropriate documentation supporting the estimates contained therein. Such Estimated NWC Balance Sheet shall be to the reasonable satisfaction of Buyer.

(b) "Net Working Capital" means the difference of (i) Current Assets minus (ii) Current Liabilities. "Current Assets" means the following current assets of the Business: accounts receivable and prepaid expenses, in each case, subject to Section 1.7(c). "Current Liabilities" means the following current liabilities of the Business: accounts payable, unpaid bonuses and sales commissions and accrued expenses incurred in the ordinary course of the business, in each case, subject to Section 1.7(c). "Business" means the business and operations of the Station. Notwithstanding the foregoing, the Current Assets and Current Liabilities shall not include any cash, prepaid corporate Taxes, prepaid insurance, deferred charges, trade deferred revenue, accrued interest, indebtedness or Accrued Transaction Expenses. Except as otherwise expressly provided in this Section 1.7, Current Assets and Current Liabilities shall be calculated in accordance with GAAP.

(c) Within one hundred twenty (120) days following the Closing, Buyer shall deliver to Seller a statement (the "Closing Statement") setting forth, in reasonable detail, Buyer's good faith calculation of the Closing NWC calculated in accordance with GAAP, which shall be accompanied by appropriate documentation supporting the amounts contained therein. The Closing Statement shall be final and binding on the parties effective at the close of business on the thirtieth (30<sup>th</sup>) day after the delivery of the Closing Statement (the "Closing Statement Date"), except with respect to items that Seller notifies Buyer it objects to prior to the close of business on the day immediately prior to the Closing Statement Date. If Seller disputes an adjustment or amount on the Closing Statement, the parties shall consult with regard to the matter and an appropriate adjustment and payment shall be made as agreed upon by the parties within thirty (30) days after the Closing Statement Date (the "Review Period"). During the Review Period, Seller and its accountants shall have reasonable access, upon reasonable request, to the books and records of the Business, the personnel of, and work papers prepared by, Buyer to the extent that they relate to the Closing Statement (and Buyer shall request that Buyer's accountants also provide such access) and to such historical financial information (to the extent in Buyer's possession) relating to the Closing Statement as Seller may reasonably request for the purpose of reviewing the Closing Statement and to prepare the Statement of Objections; provided, however, that such access shall be in a manner that does not interfere with the normal business operations of Buyer or the Business. On or prior to the last day of the Review Period, Seller may object to the Closing Statement by delivering to Buyer a written statement setting forth Seller's objections to the Closing Statement, including each disputed item or amount (the "Statement of Objections"), in which case, the parties shall select a mutually acceptable, nationally recognized independent accounting firm that does not then have a relationship with Seller or Buyer (the "Independent Accountant"), to resolve the disagreement and make a determination with respect thereto as promptly as practicable. The Independent Accountant shall only decide the specific items under dispute by the parties and its decision for each disputed amount must be within the range of values assigned to each such item in the Closing Statement and Statement of Objections, respectively. The determination by the Independent Accountant on the matter shall be binding. If an Independent Accountant is engaged pursuant to this

Section 1.7, the fees and expenses of the Independent Accountant shall be borne by Seller and Buyer in inverse proportion as such parties may prevail on the resolution of the disagreement, which proportionate allocation also will be determined by the Independent Accountant and be included in the Independent Accountant's written report, and an appropriate adjustment and payment shall be made within three (3) business days of the resolution by the Independent Accountant, which resolution shall be rendered within thirty (30) days after such submission.

(d) If, after determination of the Final NWC pursuant to Section 1.7(c), there is a Final NWC Excess, then Buyer shall pay to Seller by wire transfer of immediately available funds to an account designated by Seller such Final NWC Excess no later than the close of business on the date that such Final NWC is determined. If, after determination of the Final NWC pursuant to Section 1.7(c), there is a Final NWC Shortfall, then Seller shall pay to Buyer by wire transfer of immediately available funds to an account designated by Buyer such Final NWC Shortfall no later than the close of business on the date that such Final NWC is determined.

(e) Concurrently with the payment of any amount required to be paid under this Section 1.7 the payor shall pay the payee interest on such amount for the period from the due date for the payment until the date paid at a rate equal to the prime rate (as reported by *The Wall Street Journal*, Eastern Edition or, if not reported thereby, by another authoritative source) as in effect from time to time. All payments to be made under this Section 1.7 shall be paid by wire transfer in immediately available funds to the account of the payee at a financial institution in the United States.

1.8 Allocation. Buyer and Seller agree to engage Bond & Pecaro, Inc. (the "Appraiser") to appraise the fair market value of the Station Assets (the "Appraisal"). All costs and expenses of the Appraiser in preparing the Appraisal shall be borne one hundred percent (100%) by Buyer. The parties shall instruct the Appraiser to commence work as soon as practicable after execution of this Agreement and to deliver the Appraisal within thirty (30) days of the Closing Date. No later than sixty (60) days after receipt of the Appraisal, Buyer shall deliver to Seller an allocation statement with its proposed allocations of the applicable portions of the Purchase Price in accordance with the Appraisal and Section 1060 of the Code and the regulations promulgated thereunder (and any similar provisions of state, local, or non-U.S. Law, as appropriate). If Seller does not notify Buyer within thirty (30) days of receipt of Buyer's allocation statement that it disputes any of Buyer's allocations, the allocations set forth in Buyer's allocation statement shall be final and binding on the parties. If Seller notifies Buyer within such thirty (30) day period that it disputes any of Buyer's allocations, the parties shall negotiate in good faith to finalize such disputed allocation(s) no later than thirty (30) days after receipt by Buyer of such notice from Seller. If Buyer and Seller are unable to agree on such allocation(s) within such thirty (30) day period, the allocation(s) shall be referred to an Independent Accountant, which will determine only the matter(s) in dispute. The determination by such Independent Accountant on the matter(s) shall be binding. If an Independent Accountant is engaged pursuant to this Section 1.7, the fees and expenses of the Independent Accountant shall be borne by Seller and Buyer in inverse proportion as such parties may prevail on the resolution of the disagreement, which proportionate allocation also will be determined by the Independent Accountant. Buyer and Seller shall complete and timely file any necessary Tax forms, and their respective income Tax Returns, in accordance with the allocation as determined

pursuant to this Section 1.7. None of Buyer, Seller or their respective Affiliates shall take any position (whether in audits, Tax Returns or otherwise) that is inconsistent with such allocation unless required to do so by applicable Law.

1.9 Time Brokerage Agreement. Seller and Buyer agree to negotiate in good faith to reach agreement on the terms and conditions of a mutually agreeable time brokerage agreement pursuant to which Buyer shall program the Station in accordance with applicable Law commencing as soon as practicable after the execution of this Agreement and pending the Closing. In connection with any time brokerage agreement, Seller and Buyer shall modify certain provisions of this Agreement to take into account operations under the time brokerage agreement.

## **2. REPRESENTATIONS AND WARRANTIES OF SELLER**

Each Seller jointly and severally represents and warrants to Buyer as follows:

2.1. Existence and Power. Each Seller is a limited liability company, duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization. Each Seller is qualified to do business and is in good standing in each jurisdiction where such qualification is necessary. Seller has the requisite power and authority to own or hold the Station Assets and to operate the Station as currently operated.

### 2.2. Authorization.

(a) The execution and delivery by each Seller of this Agreement and all of the other agreements, certificates and instruments to be executed and delivered by Seller pursuant hereto or in connection with the transactions contemplated hereby (collectively, the “Seller Ancillary Agreements”), the performance by each Seller of its obligations hereunder and thereunder and the consummation by each Seller of the transactions contemplated hereby and thereby are within such Seller’s company powers, and have been duly authorized by all requisite company action on the part of each Seller.

(b) This Agreement has been, and each Seller Ancillary Agreement will be, duly executed and delivered by Seller. This Agreement (assuming due authorization, execution and delivery by Buyer) constitutes, and each Seller Ancillary Agreement (assuming due authorization, execution and delivery by Buyer where required) will constitute when executed and delivered by Seller, the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other similar Laws affecting or relating to enforcement of creditors’ rights generally and general principles of equity (regardless of whether enforcement is considered in a proceeding at law or in equity).

2.3. Governmental Authorization. The execution, delivery and performance by Seller of this Agreement and each Seller Ancillary Agreement and the consummation of the transactions contemplated hereby and thereby require no consent or approval of, other material action by or in respect of, or material filing with or notification to, any Governmental Authority other than the FCC.

2.4. Non-contravention. Except as disclosed on Schedule 2.4, the execution, delivery and performance of this Agreement and each Seller Ancillary Agreement by Seller and the consummation of the transactions contemplated hereby and thereby do not and will not (a) violate or conflict with the organizational documents of Seller; (b) assuming compliance with the matters referred to in Section 2.3 and Section 4.1, conflict with or violate any Law or Governmental Order applicable to Seller; (c) assuming compliance with the matters referred to in Section 2.3 and Section 4.1, require any consent or other action by or notification to any Person under, constitute a default under, give to any Person any rights of termination, amendment, acceleration or cancellation of any right or obligation of Seller under, any provision of any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise or other agreement or instrument to which Seller is a party or by which any of Seller's assets is or may be bound; or (d) result in the creation or imposition of any Lien on any of the Station Assets, except for Permitted Liens.

2.5. Absence of Litigation. There is no Action pending or, to Seller's knowledge threatened, against Seller or its Affiliates (a) that in any manner challenges or seeks to prevent, enjoin, alter or delay materially the transactions contemplated by this Agreement or (b) that relates to the Station Assets or the Station.

2.6. FCC Licenses.

(a) Seller has made available to Buyer true, correct and complete copies of the FCC Licenses, including any and all amendments and modifications thereto. The FCC Licenses were validly issued by the FCC to JLB, are validly held by JLB, and are in full force and effect. The FCC Licenses are not subject to any conditions except for those conditions that appear on the face of the FCC Licenses, those conditions applicable to radio broadcast licenses generally or those conditions disclosed in Schedule 2.6(a). The FCC Licenses listed on Schedule 1.1(a) constitute all authorizations issued by the FCC necessary for the operation of the Station as currently conducted. Except for the main station FCC License, there are no material authorizations issued by a Governmental Authority necessary for the operation of the Station as currently conducted.

(b) Except as otherwise set forth on Schedule 2.6(b), the FCC Licenses for the Station have been issued or renewed for the full terms customarily issued to radio broadcast stations licensed to communities in the Commonwealth of Pennsylvania. Except as set forth on Schedule 2.6(b), Seller has no applications pending before the FCC relating to the Station. The Station is operating at full power in accordance with its FCC licensed parameters.

(c) Except as set forth on Schedule 2.6(c), since the grant of the most recent renewal application for the FCC Licenses issued under Part 73 of Title 47 of the Code of Federal Regulations, the Station has been operated in compliance in all material respects with the Communications Act of 1934, as amended (the "Communications Act"), and the FCC Licenses, and the holder of the FCC Licenses has filed or made all material applications, reports and disclosures required by the rules and written policies of the FCC (collectively, "FCC Rules") to be made in respect of the Station, and has timely paid all FCC regulatory fees in respect of the FCC Licenses.

(d) Except as set forth on Schedule 2.6(c), to the knowledge of Seller, there are no petitions, complaints, orders to show cause, notices of violation, notices of apparent liability, notices of forfeiture, proceedings or other actions pending or threatened before the FCC relating to the Station, other than proceedings affecting the radio broadcast industry generally.

(e) The main transmitter site used by the Station has not been and will not be impacted by any actions to be taken by owners, lessees or users of such sites in connection with the repack of the 600 MHz spectrum band as authorized by the FCC following the broadcast incentive auction.

2.7. Tangible Personal Property. Except as disclosed on Schedule 2.7, Seller has title to the Tangible Personal Property free and clear of Liens other than Permitted Liens. Except as disclosed on Schedule 2.7, each item of Tangible Personal Property is in normal operating condition, ordinary wear and tear excepted.

2.8. Station Contracts. Except as otherwise set forth on Schedule 2.8, the Station Contracts include all material contracts, agreements and leases currently used in the operation of the Station. Each of the Station Contracts is in effect and binding upon Seller and, to Seller's Knowledge, the other parties thereto (subject to bankruptcy, insolvency, reorganization or other similar laws relating to or affecting the enforcement of creditors' rights generally and general principles of equity). Seller is not in material default under any Station Contract, and to Seller's Knowledge, no other party to any of the Station Contracts is in default thereunder in any material respect, and no event has occurred and is continuing that constitutes or, with notice or the passage of time or both, would (a) constitute a default, violation or breach by Seller in any material respect thereunder, or (b) to Seller's Knowledge, constitute a default, violation or breach by any other party in any material respect thereunder. Seller has provided to Buyer prior to the date of this Agreement true and complete copies of all Station Contracts.

2.9. Intangible Property. Except as otherwise set forth on Schedule 2.9, the Intangible Property includes all material intellectual and intangible property that is owned or licensed by Seller and used in the operation of the Station. Seller has no knowledge that, and has not received notice of any claim that, its use of any Intangible Property infringes upon or conflicts with any third party rights. Seller owns or has the right to use the Intangible Property free and clear of Liens other than Permitted Liens.

2.10. Leased Property and Real Estate Leases.

(a) Seller owns no real property used or held for use in the operation of the Station. The Real Estate Leases include all leases currently used or held for use in the operation of the Station. Each of the Real Estate Leases is in effect and binding upon Seller and, to Seller's Knowledge, the other parties thereto (subject to bankruptcy, insolvency, reorganization or other similar laws relating to or affecting the enforcement of creditors' rights generally and general principles of equity). Seller is not, and at Closing will not be, in default in any material respect under any Real Estate Lease, and, to Seller's Knowledge, no other party to any of the Real Estate Leases is or at Closing will be in default thereunder in any material respect, and no event has occurred and is continuing that constitutes or, with notice or the passage of time or both, would (a) constitute a default, violation or breach by Seller in any material respect thereunder, or (b) to

Seller's Knowledge, constitute a default, violation or breach by any other party in any material respect thereunder. Seller has provided to Buyer prior to the date of this Agreement true and complete copies of all Real Estate Leases. Except as set forth on Schedule 2.10 to Seller's Knowledge, (a) all of the buildings, structures and other improvements used by Seller in the operation of the Station are located on the Leased Property, (b) the Station Assets include all rights of access to the Leased Property in accordance with the terms of the Real Estate Leases, and (c) subject to the terms of each of the Real Estate Leases, none of the rights of Seller under any Real Estate Leases is or will be subject to termination or modification as a result of the consummation of the transactions contemplated by this Agreement. Except as set forth on Schedule 2.10, no entity or person has been granted any written, or to Seller's Knowledge, oral right to lease, sublease, license, use or otherwise occupy or possess any portion of the rights or space leased under any of the Real Estate Leases. To Seller's Knowledge, the Real Estate Leases include utilities and other services necessary for the operation of the business of the Station operated thereon. To Seller's Knowledge, no Leased Property is subject to any suit for condemnation or other taking by any public authority nor has Seller received any notice of any pending or threatened action thereof. Except as set forth on Schedule 2.10, to Seller's Knowledge, no Leased Property is in violation of any zoning laws or any encroachments for which there is not a valid easement or license. Except for Permitted Liens, to Seller's Knowledge, there are no outstanding rights of first refusal or options pertaining to the Leased Property or impacting the lessee's rights under the Real Estate Leases.

(b) Seller has made available to Buyer (i) copies of any environmental reports in its possession related to the Leased Property, (ii) any surveys in Seller's possession from a licensed surveyor for the Leased Property, and (iii) to the extent in Seller's possession, copies of any other documents related to the ownership of or title to the Leased Property reasonably requested by Buyer.

#### 2.11. Environmental.

(a) As used herein, (i) the term "Environmental Laws" means any and all state, federal, and local statutes, regulations and ordinances relating to the protection of human health and the environment, (ii) the term "Hazardous Material" means any hazardous or toxic substance, material, or waste including, without limitation, those substances, materials, pollutants, contaminants and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 C.F.R. § 172.101) or by the United States Environmental Protection Agency as hazardous substances (40 C.F.R. Part 302 and amendments thereto), petroleum products (as defined in Title I to the Resource Conservation and Recovery Act, 42 U.S.C. § 6991-6991(i)) and their derivatives, and such other substances, materials, pollutants, contaminants and wastes as become regulated or subject to cleanup authority under any Environmental Laws, and (iii) the term "Release" has the meaning set forth in Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq.

(b) Seller represents and warrants that, except as set forth on Schedule 2.11:

(i) all activities of Seller and its Affiliates with respect to the operation of the Station have been and are being conducted in compliance, in all material respects, with all applicable Environmental Laws;

(ii) neither Seller and its Affiliates, nor, to Seller's Knowledge, any other Person, has Released any Hazardous Material at, under or on the Leased Property (to the extent within the control of Seller as a tenant thereof), which would reasonably be expected to result in (x) any investigation by any Governmental Authority, (y) any cleanup obligation on the part of Buyer, Seller or their Affiliates, or (z) any liability on the part of Buyer, in any such case under any applicable Environmental Law;

(iii) to Seller's Knowledge, no Hazardous Materials are present on or emanating from the Leased Property (to the extent within the control of Seller as a tenant thereof) in such a manner as would reasonably be expected to give rise to (x) any investigation by any Governmental Authority, (y) any cleanup obligation on the part of Buyer, Seller or their Affiliates, or (z) any liability on the part of Buyer, in any such case under any Environmental Law;

(iv) to Seller's Knowledge, no polychlorinated biphenyls or substances containing polychlorinated biphenyls are present in a condition that constitutes a violation of Environmental Law on the Leased Property (to the extent within the control of Seller as a tenant thereof) or located in the Station Assets; and

(v) to Seller's Knowledge, there are no underground storage tanks (including underground storage tanks no longer in use) or asbestos-containing material located on the Leased Property (to the extent within the control of Seller as a tenant thereof), in each case, in a condition that constitutes a violation of Environmental Laws.

2.12. Compliance with Laws. Except as set forth on Schedule 2.12, each of Seller and its Affiliates has complied in all material respects with all Laws applicable to the operation of the Station and the ownership or holding of the Station Assets.

2.13. Taxes. All material Tax Returns in respect of the Station's business required to have been filed by Seller under applicable Law have been filed, and all Taxes that have become due pursuant to such Tax Returns or pursuant to any assessments which have become payable have been paid.

2.14. Employees.

(a) Schedule 2.14(a) contains a true and complete list as of the date set forth thereon of all persons employed by or on behalf of Seller exclusively in the conduct and operation of the Station (such listed persons, the "Station Employees"), including the names, date of hire, current rate of compensation, employment status (i.e., active, disabled, on authorized leave and reason therefor), title, whether such Station Employee is full-time, part-time or per-diem and a general description of benefits, including severance and vacation benefits, if any.

(b) Seller and its Affiliates have complied in all material respects with all labor and employment Laws applicable to the operation of the Station. With respect to the

Station, there is no unfair labor practice charge or complaint, or equal employment opportunity complaint, pending or, to Seller's Knowledge, threatened, before any Governmental Authority. There is no collective bargaining or similar agreement with respect to any of the employees at the Station, and to Seller's knowledge no union represents or claims to represent, or is attempting to organize, such employees.

2.15. Financial Information. The year-end financial statements attached hereto as Schedule 2.15 have been prepared in accordance with GAAP consistently applied (except for the absence of footnotes and as otherwise noted therein), and any monthly statements attached hereto as Schedule 2.15 have been prepared and presented on a consistent basis from period to period, and each of the foregoing are based on the books and records of Seller and its Affiliates and fairly present in all material respects the revenues, operating expenses and broadcast cash flow of the Station for the historical periods reflected therein.

2.16. Sufficiency and Title to Station Assets. Except for the Excluded Assets, the Station Assets constitute all the assets used or held for use, or necessary for, the business or operation of the Station as currently conducted. Seller owns, leases or is licensed to use all of the Station Assets free and clear of Liens, except for Permitted Liens and those Liens that will be released at Closing.

2.17. No Finder. Except as set forth on Schedule 2.17, no broker, finder or other Person is entitled to a commission, brokerage fee or other similar payment in connection with this Agreement, the Seller Ancillary Agreements or the transactions contemplated hereby or thereby pursuant to any agreements of Seller or any party acting on Seller's behalf. Any fees, commissions or other payments due any party identified in Schedule 2.17 shall be borne solely by Seller.

### **3. REPRESENTATIONS AND WARRANTIES OF BUYER**

Each Buyer jointly and severally represents and warrants to Seller as follows:

3.1. Existence and Power. Each Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of Delaware. Each Buyer is qualified to do business and is in good standing in each jurisdiction where such qualification is necessary. Buyer has the requisite power and authority to own or hold the Station Assets and to operate the Station as currently operated.

#### **3.2. Authorization.**

(a) The execution and delivery by each Buyer of this Agreement and all of the other agreements, certificates and instruments to be executed and delivered by Buyer pursuant hereto or in connection with the transactions contemplated hereby (the "Buyer Ancillary Agreements"), the performance by each Buyer of its obligations hereunder and thereunder and the consummation by each Buyer of the transactions contemplated hereby and thereby are within each Buyer's company powers and have been duly authorized by all requisite company action on the part of each Buyer.

(b) This Agreement has been, and each Buyer Ancillary Agreement will be, duly executed and delivered by Buyer. This Agreement (assuming due authorization, execution and delivery by Seller) constitutes, and each Buyer Ancillary Agreement (assuming due authorization, execution and delivery by Seller where required) will constitute when executed and delivered by Buyer, the legal, valid and binding obligation of Buyer enforceable against Buyer in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other similar Laws affecting or relating to enforcement of creditors' rights generally and general principles of equity (regardless of whether enforcement is considered in a proceeding at law or in equity).

3.3. Governmental Authorization. The execution, delivery and performance by Buyer of this Agreement and each applicable Buyer Ancillary Agreement and the consummation of the transactions contemplated hereby and thereby require no consent or approval of, other material action by or in respect of, or material filing with or notification to, any Governmental Authority other than the FCC or as set forth in Section 4.1.

3.4. Non-contravention. The execution, delivery and performance of this Agreement and each Buyer Ancillary Agreement by Buyer and the consummation of the transactions contemplated hereby and thereby do not and will not (a) violate or conflict with the organizational documents of Buyer; (b) assuming compliance with the matters referred to in Section 3.3 and Section 4.1, conflict with or violate any Law or Governmental Order applicable to Buyer; or (c) except as set forth on Schedule 3.4, require any consent or other action by or notification to any Person under, constitute a default under, give to any Person any rights of termination, amendment, acceleration or cancellation of any right or obligation of Buyer under, any provision of any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise or other agreement or instrument to which Buyer is a party or by which any of Buyer's assets is or may be bound.

3.5. Absence of Litigation. There is no Action pending or, to Buyer's knowledge, threatened, against Buyer that in any manner challenges or seeks to prevent, enjoin, alter or delay materially the transactions contemplated by this Agreement.

3.6. FCC Qualifications. (a) Buyer is legally, financially and otherwise qualified under the Communications Act and the existing FCC Rules to be the licensee of, and to acquire, own and operate, the Station, (b) there are no facts that would, under the Communications Act and the existing FCC Rules, (i) disqualify Buyer as an assignee of the FCC Licenses or as the owner or holder of the other Station Assets or the operator of the Station, or (ii) be expected to prevent or delay in any material respect the grant of the FCC Consent, and (c) no waiver of any provision of the Communications Act or any FCC Rule relating to the qualifications of Buyer is necessary for the FCC Consent to be obtained.

3.7. No Finder. Except as set forth on Schedule 3.7, no broker, finder or other Person is entitled to a commission, brokerage fee or other similar payment in connection with this Agreement, the Buyer Ancillary Agreements or the transactions contemplated hereby or thereby pursuant to any agreements of Buyer or any party acting on Buyer's behalf. Any fees, commissions or other payments due any party identified in Schedule 3.7 shall be borne solely by Buyer.

3.8. Financial Wherewithal. Buyer has cash available sufficient to pay to Seller the Purchase Price and to otherwise fulfill its obligations under this Agreement and each Buyer Ancillary Agreement to which it is a party.

#### 4. COVENANTS

##### 4.1. Governmental Approval.

(a) FCC Application. The assignment of the FCC Licenses as contemplated by this Agreement is subject to the prior consent and approval of the FCC. Buyer and Seller shall jointly cooperate to file their respective portions of the FCC Application within five (5) Business Days after execution of this Agreement. Seller and Buyer shall thereafter prosecute the FCC Application with all commercially reasonable diligence and otherwise use commercially reasonable efforts to obtain the FCC Consent as expeditiously as practicable, including the timely filing of oppositions to any Petition to Deny, Informal Objection, or other objection to the FCC Application. Each party shall promptly provide the other with a copy of any pleading, order or other document to or from the FCC or any other Governmental Authority with respect to the transactions contemplated by this Agreement, and shall promptly furnish all information requested by the FCC in conjunction with its processing of the FCC Application. If the Closing shall not have occurred for any reason within the original effective period of the FCC Consent, and neither party shall have terminated this Agreement under Section 8, Buyer and Seller shall jointly request an extension of the effective period of the FCC Consent. No extension of the FCC Consent shall limit the right of either party to exercise its rights under Section 8.

(b) Commercially Reasonable Efforts. Each of Buyer and Seller shall use its commercially reasonable efforts to (i) cooperate in all respects with each other in connection with any filing or submission to, and in connection with any investigation or other inquiry by any Governmental Authority, including any proceeding initiated by a private party, (ii) keep the other party informed in all material respects of any material communications received by such party from, or given by such party to, the FCC or any other Governmental Authority and of any material communication received or given in connection with any proceeding by a private party relating to the transactions contemplated by this Agreement, and (iii) permit the other party to review any material non-confidential communication given by it to another Person, and consult with each other in advance of and be permitted to attend any meeting or conference with the FCC or any other Governmental Authority or, in connection with any proceeding by a private party, with any other Person, in each case regarding any of the transactions contemplated by this Agreement; provided, however, that, except as provided in Section 4.1(c) below, nothing in this Section 4.1(b) or any other provision in this Agreement shall require Buyer or any Affiliate of Buyer to agree to or make divestitures, enter into hold separate arrangements, terminate, assign or modify contracts (or portions thereof) or other business relationships, accept restrictions on business operations or enter into commitments and obligations. Without limiting the generality of the foregoing, Buyer and Seller will consult and cooperate with the other and will consider in good faith the views of the other in connection with any review, investigation or litigation by any Governmental Authority of the transactions contemplated hereby relating to the Antitrust Laws (“Antitrust Investigation”), including with respect to any filing, analysis, appearance, presentation, memorandum, brief, argument, opinion or proposal made or submitted in connection with the transactions contemplated hereby; provided, however, that Buyer shall have

the exclusive right to determine the strategy for dealing with the DOJ or any other Governmental Authority regarding any Antitrust Investigation. In addition, except as may be prohibited by any Governmental Authority or by any applicable Law, in connection with any Antitrust Investigation, to the extent reasonably practicable, Buyer and Seller will permit authorized representatives of the other party to be present at each substantive meeting or conference relating to such Antitrust Investigation and to have access to and be consulted in connection with any substantive document, opinion or proposal made or submitted to any Governmental Authority in connection with such Antitrust Investigation. Buyer shall reimburse Seller for the reasonable and documented costs and expenses, including reasonable attorneys' fees and costs, incurred by Seller and its Affiliates arising from or relating to any Antitrust Investigation under the strategy determined by Buyer as provided in this Section 4.1(b), in an amount not to exceed, in the aggregate, One Hundred Thousand Dollars (\$100,000).

(c) Additional Restrictions; Sale of WXTU. Neither Buyer, Seller nor any of their respective Affiliates shall purchase any asset or otherwise acquire an interest in any business in the Philadelphia Nielsen Radio Market that would reasonably be expected to materially delay or impede the grant of the FCC Consent or materially delay or create an impediment to Closing under the Antitrust Laws. Buyer shall cause Buyer's Affiliate to negotiate in good faith and use its commercially reasonable efforts to enter into as soon as reasonably possible following the date hereof a definitive agreement for the sale of WXTU (the "WXTU Agreement"), and thereafter to use its commercially reasonable efforts to consummate the sale of WXTU as soon as reasonably possible.

(d) FCC Filing Fees. The filing fees for the FCC Application shall be borne equally by Seller and Buyer.

4.2. Conduct of Business. Except as expressly permitted by this Agreement, or with the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed, between the date hereof and the Closing Date Seller shall:

- (a) maintain the FCC Licenses in full force and effect;
- (b) operate the Station in the ordinary course of business consistent with past practice and in all material respects in accordance with the FCC Licenses, the Communications Act, the FCC Rules, and all other applicable Laws;
- (c) not modify the main station FCC License or modify adversely any of the FCC Licenses in the Broadcast Auxiliary Service;
- (d) cause all Liens on the Station Assets, other than Permitted Liens (or, if mutually agreed to by the parties in writing with respect to each Lien, Liens subject to a proration adjustment at Closing), to be released in full at or prior to Closing;
- (e) provide Buyer with any financial or other information regarding the Station maintained by Seller and reasonably requested by Buyer;
- (f) not, other than in the ordinary course of business and consistent with past practice, terminate, rescind, or waive any rights under any Station Contract or Real Estate

Lease, and shall not be in material default under any Station Contract or Real Estate Lease;

(g) not enter into any new material contracts or agreements in connection with the operation of the Station or amend in any material respect any Station Contract or Real Estate Lease, in each case, other than in the ordinary course and consistent with past practices;

(h) notify Buyer promptly: (i) if the Station is off the air for a continuous period of 12 hours or more or (ii) if the Station's normal broadcast transmissions are materially impaired for a continuous period of more than 24 hours;

(i) maintain the Tangible Personal Property in normal operating condition consistent with Seller's past practices, ordinary wear and tear excepted;

(j) maintain the Station's inventories of spare parts and supplies in the ordinary course and at levels consistent with past practices;

(k) not sell, lease or dispose of or agree to sell, lease or dispose of any of the Station Assets, except (i) the ordinary course disposition of items that either are obsolete or unnecessary for the continued operation of the Station as currently operated or are replaced by assets of comparable or superior utility, or (ii) pursuant to Station Contracts listed on Schedule 1.1(c);

(l) make all capital expenditures with respect to the Station in the ordinary course in accordance with past practices;

(m) not materially increase the commercial load on the Station;

(n) not, other than in the ordinary course of business and consistent with past practice, enter into, or extend or renew, any trade or barter agreements, or other agreements for the sale of advertising time other than for cash consideration;

(o) with respect to Station Employees, not (A) grant raises other than raises given in the ordinary course of business, (B) pay substantial bonuses other than (x) stay bonuses for which Buyer has no liability or (y) bonuses contemplated under existing employee arrangements, (C) enter into any new employment agreements or amendments to employment agreements or restrictive covenant agreements that are not terminable at will by Buyer or (D) agree to do any of the foregoing; and

(p) use its commercially reasonable efforts to have all existing trade and barter agreements concluded prior to Closing.

4.3. Control of Station. Neither Buyer nor any of its employees or agents shall, directly or indirectly, control, supervise or direct the management, employees or operations of the Station prior to the Closing.

4.4. Access to Information; Inspections; Confidentiality; Publicity.

(a) Between the date hereof and the Closing Date, Seller shall furnish Buyer and its representatives with such information relating to the Station Assets as Buyer may reasonably request, at Buyer's expense and during regular business hours; provided, that any such request does not interfere unreasonably with the operation of the Station.

(b) Between the date hereof and the Closing Date, upon prior reasonable notice, Seller shall give Buyer and its representatives reasonable access to the Station Assets, during regular business hours; provided, that any such access does not interfere unreasonably with the operation of the Station.

(c) Following the Closing Date, Seller shall cooperate with Buyer to permit Buyer and its independent accountants to conduct a carve out audit with respect to the Business and prepare and audit financial statements for such audit. The audited period may cover up to the past three calendar years prior to the Closing Date. Seller shall (i) provide Buyer and its accountants with access to financial and other information reasonably requested by Buyer that would be required for such audit, including, without limitation, access to work papers of Seller and its auditors, to allow Buyer to prepare financial statements relating to the Business and to audit such information, and (ii) provide reasonable assistance to Buyer and its accountants in completing the audit. Without limiting the generality of the foregoing if requested by Buyer, Seller shall deliver a customary representation letter in such form as is reasonably required by Buyer's accountants, with such facts and assumptions as reasonably determined by Buyer's accountants in order to make such certificate accurate and assist Buyer and Buyer's accountants with the preparation of balance sheets, statement of operations, retained earnings, cash flows and appropriate footnotes thereto. Buyer shall, upon request by Seller, reimburse Seller for all reasonable and documented out-of-pocket costs and expenses incurred by Seller for any action taken by them at the request of Buyer pursuant to this Section 4.4(c).

(d) No news release or other public announcement concerning this Agreement will be made by or on behalf of either party hereto without the prior written approval of the other party (such consent not to be unreasonably conditioned, withheld or delayed) unless otherwise required by Law or the rules of any stock exchange on which the securities of any party or its direct or indirect parent entity are listed, in each case, as determined in good faith by the party proposing to make such release or announcement and in which case, such release or announcement shall be made by the relevant party after consultation, where reasonably practicable, with the other party, including providing the other party with a reasonable opportunity under the circumstances to review and comment on such release or announcement, and taking into account the reasonable requirements (as to timing, contents and manner of making or dispatch of the announcement, communication or circular) of the other party.

#### 4.5. Risk of Loss.

(a) Seller shall bear the risk of any casualty loss or damage to any of the Station Assets prior to the Effective Time, and Buyer shall bear such risk commencing as of and after the Effective Time. In the event of any casualty loss or damage to the Station Assets prior to the Effective Time, Seller shall be responsible for repairing or replacing (as appropriate under the circumstances) any lost or damaged Station Asset (the "Damaged Asset") unless (i) such Damaged Asset is obsolete and unnecessary for the continued operation of the Station consistent

with Seller's past practice and the FCC Licenses or (ii) this Agreement is terminated pursuant to Section 4.5(b) below. If Seller is unable to repair or replace a Damaged Asset by the Closing Date, then the proceeds of any insurance covering such Damaged Asset shall be assigned to Buyer as of the Closing Date, and the Purchase Price shall be reduced by an amount equal to the difference between such insurance proceeds assigned to Buyer and the amount reasonably necessary to complete the repair or replacement of the Damaged Asset, if such amount is more than the insurance proceeds; provided, however, if such Damaged Asset is a Materially Damaged Asset (as defined in Section 4.5(b) below), then the Closing Date shall be postponed until Seller has repaired or replaced the Materially Damaged Asset or this Agreement is terminated as provided in Section 4.5(b) below.

(b) Seller shall provide written notice to Buyer (the "Damaged Asset Notice") in the event that the reasonably estimated cost to repair or replace any Damaged Assets, individually or in the aggregate, exceeds One Million Dollars (\$1,000,000) (such Damaged Assets, collectively, the "Materially Damaged Assets"). Seller may terminate this Agreement upon written notice to Buyer within ten (10) Business Days of Buyer's receipt of the Damaged Asset Notice. Buyer may terminate this Agreement upon written notice to Seller if Seller is unable to repair or replace a Materially Damaged Asset by the earlier of (i) the date immediately prior to the Upset Date and (ii) the date that is three (3) months after Buyer's receipt of the Damaged Asset Notice.

4.6. Consents to Assignment; Estoppel Certificates. Prior to Closing Seller shall use its commercially reasonable efforts to obtain any third-party consents necessary for the assignment of any Station Contract and the Real Estate Leases to Buyer. Notwithstanding anything in this Agreement to the contrary, this Agreement shall not constitute an agreement to assign any Station Contract, Real Estate Lease or any claim or right or any benefit arising thereunder or resulting therefrom if such assignment, without the consent of a third party thereto, would constitute a breach or other contravention of such Station Contract, Real Estate Lease or in any way adversely affect the rights of Buyer or Seller thereunder. If such consent is not obtained prior to the Closing Date, (a) Seller shall use its commercially reasonable efforts to (i) obtain such consent as soon as possible after the Closing Date, (ii) provide to Buyer the financial and business benefits of any such Station Contract or Real Estate Lease, and (iii) enforce, at the request of Buyer, for the account of Buyer, any rights of Seller arising from any such Station Contract or Real Estate Lease; and (b) Buyer shall perform the obligations under such Station Contract or Real Estate Lease in accordance with Section 1.3 of this Agreement. Prior to Closing, Seller shall use commercially reasonable efforts to obtain estoppel certificates in a form reasonably acceptable to Buyer with respect to each Real Estate Lease. Notwithstanding the foregoing, neither Seller nor any of its Affiliates shall be required to pay consideration (except as may be specifically contemplated by the relevant Station Contract or Real Estate Lease) to any third party to obtain any consent. Nothing in this Section 4.6 shall limit or restrict the provisions of Section 6.2(d) or 6.2(e).

4.7. Notification. Each party shall notify the other party of the initiation or threatened initiation of any litigation, arbitration or administrative proceeding that challenges the transactions contemplated hereby, including any challenges to the FCC Application.

4.8. Employee Matters.

(a) Buyer may, but is not obligated to, hire any Station Employee on terms and conditions determined by Buyer, in its sole discretion, but consistent with similarly situated employees of Buyer and the terms of this Section 4.8. No later than four (4) Business Days prior to the Closing Date, Buyer shall notify Seller in writing whether or not Buyer will offer employment to a Station Employee. In the event Buyer elects not to make an offer of employment to a Station Employee under an employment agreement, such employment agreement shall be an Excluded Asset and shall not be assumed by Buyer (regardless if such agreement is identified in Schedule 1.1(c)). Buyer shall be responsible for any severance, termination or separation payments (including costs for termination of employment agreements not assumed by Buyer) actually made to any Station Employee that is not offered employment by Buyer pursuant to Seller's severance practices as described on Schedule 4.8 (the "Buyer Employee Liabilities").

(b) Upon Buyer's request, Seller will use commercially reasonable efforts to make Station Employees available to Buyer to be interviewed.

(c) On or prior to the Closing Date, Buyer shall offer employment, effective as of the Closing Date, to the applicable Station Employees identified by Buyer in its notice (such Station Employees that accept Buyer's offer of employment, the "Continuing Employees"). Buyer shall initially offer to each full-time Continuing Employee (i) a position with Buyer that is substantially similar to the position such Station Employee held immediately prior to the Closing Date, and (ii) eligibility to participate in Buyer's "employee welfare benefit plans" (including health insurance plans) and "employee pension benefit plans," (which are defined contribution plans) as defined in Section 3(1) and 3(2) of ERISA, respectively, to the extent similarly situated employees of Buyer are generally eligible to participate. For purposes of any length of service requirements, waiting periods, vesting periods or differential benefits based on length of service in any such employee welfare benefit plans (including any severance plans or policies) and defined contribution plans for which an employee may be eligible after the Closing Date, Buyer shall ensure, to the extent permitted by applicable Law (including ERISA and the Code), that service with Seller (or any predecessor thereto) shall be deemed to have been service with Buyer. Buyer shall follow Seller's severance practices as described on Schedule 4.8 for any Continuing Employee terminated by Buyer within six (6) months of the Closing.

(d) Buyer shall also permit each full-time Continuing Employee who participates in Seller's (or an affiliate thereof) 401(k) plan to elect to make direct rollovers of their account balances into Buyer's (or an affiliate thereof) 401(k) plan as of the Closing Date, subject to compliance with applicable Law and subject to the reasonable requirements of Buyer's 401(k) plan administrator.

(e) From the date hereof until the six (6) month anniversary of the Closing Date, Seller shall not, and shall cause its Affiliates to not, solicit, hire or attempt to hire for employment any Station Employee who was offered employment by Buyer, without the prior written consent of Buyer, except with respect to any such employee who has been involuntarily terminated by Buyer (other than a termination for cause). Nothing in this Section 4.8(e) shall limit or modify any non-compete agreement to which any Station Employee is party.

4.9. Further Assurances. After Closing, Seller and Buyer shall execute all such instruments and take all such actions as either party may reasonably request, without payment of further consideration, to effectuate the transactions contemplated by this Agreement, including the execution and delivery of confirmatory and other transfer documents in addition to those to be delivered at Closing.

4.10. No Solicitation. From the date hereof, until the earlier of the Closing Date or the termination of this Agreement, Seller and its Affiliates will not, directly or indirectly, encourage, solicit, or engage in discussions or negotiations with, or provide any information to, any Person (other than Buyer and its representatives) concerning any sale or disposition of any of the Station Assets, including the FCC Licenses, except for sales permitted under Section 4.2.

4.11. Environmental Assessments. Except as set forth in Schedule 4.11, Seller shall allow Buyer and its representatives, at Buyer's expense, to conduct environmental due diligence on the Leased Property subject to Buyer obtaining the prior approval of any underlying landlord, including obtaining environmental assessments and collecting and analyzing air, soil and water samples on, at, in, thereunder or therefrom. Seller has furnished to Buyer copies of any environmental reports in Seller's possession that were prepared for the Leased Property.

4.12. Leased Property. Buyer may, at Buyer's expense, perform a survey with respect to the Leased Property. Seller shall provide Buyer and its consultants access to the property to perform such surveys upon reasonable prior notice to Seller. If any survey obtained by Buyer discloses either that any facilities or improvements of others encroach upon the Leased Property or any facilities or improvements thereon encroach upon adjacent real property (in either case, an "Encroachment"), then Seller shall use commercially reasonable efforts to remediate such Encroachment.

4.13. Sharing of Data. Buyer shall have the right to have reasonable access to such material books, records, documents, instruments, accounts, financial information, employment records, correspondence, writings, evidences of title and other papers and information of Seller to the extent that they relate to the Station Assets as Seller possessed or controlled immediately on or before the Closing and did not transfer to Buyer hereunder. Seller shall have the right to have reasonable access to such material books, records, documents, instruments, accounts, financial information, employment records, correspondence, writings, evidences of title and other papers and information included in the Station Assets to the extent that they relate to the business and operations of Seller.

4.14. Dissolution and Winding-Up. Seller has informed Buyer that Seller intends to dissolve and wind-up its business as promptly as reasonably practicable following the Closing. Accordingly, and notwithstanding any other provision herein to the contrary, nothing in this Agreement will be deemed to create any obligation of Seller to maintain its existence for any period of time following the Closing, and any lawful actions taken by Seller in furtherance of its dissolution and wind-up shall not in and of themselves be deemed to constitute a breach of this Agreement, provided that, Seller shall not take any actions in furtherance of the foregoing that would interfere with or prevent the timely performance of its obligations under this Agreement.

4.15. Certain Supplemental Disclosures. Prior to the Closing, Seller has the right, but not the obligation, to supplement or amend, in each case in writing, the Seller Disclosure Schedules (each, a “Schedule Supplement”) and deliver such Schedule Supplement to Buyer in accordance with the terms hereof with respect to any matter, event, condition, fact, circumstance or development that arises after the date hereof (other than as a result of or due to a breach of any covenant in this Agreement by Seller) that, had it existed on the date hereof, would have been required to be set forth on the Seller Disclosure Schedules. No Schedule Supplement shall be deemed to modify the Station Assets, the Assumed Obligations, the Buyer Employee Liabilities or the list of Station Employees without Buyer’s written consent. In addition, no Schedule Supplement shall be deemed to have cured any inaccuracy in or breach of any representation or warranty contained in this Agreement; provided, however, that if such Schedule Supplement results in a failure to satisfy the conditions set forth in Section 5.1(a) and Buyer waives such conditions and the Closing occurs, Buyer shall be deemed to have irrevocably waived any right to indemnification pursuant to Article 7.

4.16. Contractual Transaction Expenses. To the extent any or all of the contractual transaction expenses listed on Schedule 4.16 have not been paid by Buyer on the date that is six (6) months following the Closing Date, Buyer shall pay the amount of such unpaid contractual transaction expenses to Seller by wire transfer of immediately available funds to an account designated by Seller.

## **5. CONDITIONS PRECEDENT**

5.1. To Buyer’s Obligations. The obligations of Buyer hereunder are, at its option, subject to satisfaction, at or prior to the Closing Date, of each of the following conditions:

(a) Representations, Warranties and Covenants. The representations and warranties of Seller made in this Agreement shall be true and correct (disregarding all qualifiers and exceptions relating to materiality, material or a similar term): (i) as of the date of this Agreement and (ii) (except to the extent such representations and warranties speak as of an earlier date, in which case, in which case such representations and warranties shall have been true and correct as of such earlier date) as of the Closing Date as though made on and as of the Closing Date, except, in both cases, (A) for changes expressly contemplated by this Agreement or permitted under Section 4.2 and (B) where the failures to be true and correct, individually or in the aggregate, have not resulted in and would not reasonably be expected to result in a Material Adverse Effect. Seller shall have performed in all material respects all obligations required to be performed by it under this Agreement on or prior to the Closing Date. Buyer shall have received a certificate dated as of the Closing Date from Seller, executed by an authorized officer of Seller, to the effect that the conditions set forth in this Section 5.1(a) have been satisfied.

(b) FCC Consent. The FCC Consent shall have been granted and be in full force and effect, shall have become a Final Order (unless such Final Order requirement has been waived by Buyer or is not required under Section 1.6) and shall contain no provision materially adverse to any of Buyer, Buyer’s Affiliates or the Station.

(c) Governmental Authorities. No Governmental Order shall have been rendered against any party hereto that would render it unlawful, as of the Closing Date, to effect the transactions contemplated by this Agreement in accordance with its terms. Other than any proceeding described in the proviso in Section 1.6, which shall be governed by the condition in Section 5.1(b), no proceeding shall be pending before any Governmental Authority, and no civil investigative demand or subpoena shall have been issued by a Governmental Authority, regarding this Agreement or the transactions contemplated hereby.

(d) Sale of WXTU. The sale of station WXTU, Philadelphia, PA (Facility ID No. 74213) by Buyer's Affiliate shall have been consummated or shall be consummated simultaneously with the Closing; provided, however, that this Section 5.1(d) shall only be a condition to the obligations of Buyer hereunder to the extent Buyer has fully complied with the covenants set forth in Section 4.1(c).

(e) Station Operations. The Station's transmitter and antenna shall be, and shall have been for at least five (5) continuous days prior to Closing, operating in material compliance with the main station FCC License for the Station.

(f) Deliveries. Seller shall have made or stand willing and able to make all the deliveries required under Sections 6.1 and 6.2.

5.2. To Seller's Obligations. The obligations of Seller hereunder are, at its option, subject to satisfaction, at or prior to the Closing Date, of each of the following conditions:

(a) Representations, Warranties and Covenants. The representations and warranties of Buyer made in this Agreement shall be true and correct (disregarding all qualifiers and exceptions relating to materiality, material or a similar term): (i) as of the date of this Agreement and (ii) (except to the extent such representations and warranties speak as of an earlier date, in which case such representations and warranties shall have been true and correct as of such earlier date) as of the Closing Date as though made on and as of the Closing Date, except, in both cases, (A) for changes expressly contemplated by this Agreement and (B) where the failures to be true and correct, individually or in the aggregate, have not resulted in and would not reasonably be expected to result in a material adverse effect on Buyer's ability to perform its obligations under this Agreement. Buyer shall have performed in all material respects all obligations required to be performed by it under this Agreement on or prior to the Closing Date. Seller shall have received a certificate dated as of the Closing Date from Buyer, executed by an authorized officer of Buyer, to the effect that the conditions set forth in this Section 5.2(a) have been satisfied.

(b) FCC Consent. The FCC Consent shall have been granted and shall be in full force and effect.

(c) Governmental Order. No Governmental Order shall have been rendered against any party hereto that would render it unlawful, as of the Closing Date, to effect the transactions contemplated by this Agreement in accordance with its terms.

(d) Deliveries. Buyer shall have made or stand willing and be able to make all the deliveries required under Sections 6.1 and 6.3 and shall have paid or stand willing and be able to make the Closing Payment as provided in Section 1.5(b).

## **6. DOCUMENTS TO BE DELIVERED AT THE CLOSING**

6.1. Documents to be Delivered by Both Parties. At the Closing, each of Buyer and Seller shall execute and deliver to the other Assignment and Assumption Agreements (including an Assignment and Assumption of FCC Licenses and an Assignment and Assumption for each Real Estate Lease), each in such form as reasonably agreed to by the parties.

6.2. Documents to be Delivered by Seller. At the Closing, Seller shall deliver to Buyer the following, in such forms as reasonably requested by Buyer:

- (a) the certificate described in Section 5.1(a);
- (b) a duly executed Bill of Sale;
- (c) a duly executed Assignment for the Intangible Property;
- (d) the consents to assignment required under the Material Station Contracts and Real Estate Leases duly executed by the appropriate Persons which shall not include any conditions materially adverse to Buyer;
- (e) to the extent provided by third party lessors, subject to Section 4.6, estoppel certificates duly executed by the lessors or licensors under each of the Real Estate Leases; and
- (f) evidence reasonably satisfactory to Buyer that the Station Assets are free and clear of all Liens except Permitted Liens.

6.3. Documents and Other Items to be Delivered by Buyer. At the Closing, Buyer shall deliver to Seller the following:

- (a) the certificate described in Section 5.2(a); and
- (b) the Closing Payment.

## **7. SURVIVAL; INDEMNIFICATION**

7.1. Survival. The representations and warranties in this Agreement shall survive the Closing for a period of fifteen (15) months from the Closing Date whereupon they shall expire and be of no further force or effect, except for those representations and warranties (a) under Section 2.11 (Environmental) and Section 2.13 (Taxes), which shall survive until the expiration of any applicable statute of limitations, and (b) under Section 2.17 (No Finder), Section 3.7 (No Finder), and Section 2.7 (Tangible Personal Property), each of which shall survive for a period of six (6) years from the Closing Date. None of the covenants and agreements shall survive the Closing except to the extent such covenants and agreements contemplate performance after the

Closing, in which case such covenants and agreements shall survive until performed. No Claim, as defined in this Section 7, may be brought under this Agreement unless written notice describing in reasonable detail the nature and basis of such Claim is given on or prior to the last day of the applicable survival period. In the event such notice is given, the right to indemnification with respect thereto shall survive the applicable survival period until such Claim is finally resolved and any obligations thereto are fully satisfied.

## 7.2. Indemnification.

(a) Subject to Section 7.1, from and after the Effective Time, Seller shall defend, indemnify and hold harmless Buyer, its Affiliates and their respective employees, officers, directors, members, managers, shareholders and agents (collectively, the “Buyer Indemnified Parties”) from and against any and all losses, costs, damages, liabilities, expenses, obligations and claims of any kind, including reasonable attorneys’ fees and expenses (“Losses”), incurred by such Buyer Indemnified Party arising out of or resulting from (i) Seller’s breach of any of the representations or warranties contained in this Agreement, any Seller Ancillary Agreement or in any other certificate or document delivered pursuant hereto or thereto; (ii) any breach or nonfulfillment of any agreement or covenant of Seller under the terms of this Agreement or any Seller Ancillary Agreement; (iii) the Retained Liabilities; or (iv) except with respect to any Assumed Obligation, the business or operation of the Station prior to Closing (including any third party claim arising from or relating to such operation). Seller shall have no liability to Buyer or other Buyer Indemnified Parties under clause (i) of this Section 7.2(a) until the aggregate Losses for all Buyer Indemnified Parties exceeds an amount equal to Five Hundred Seventy-Five Thousand Dollars (\$575,000) in which event Buyer (and the other Buyer Indemnified Parties) shall be entitled to indemnification for all Losses, subject to the terms and conditions of this Section 7; provided, that except for Fraud, the maximum liability of Seller under clause (i) of this Section 7.2(a) shall be an aggregate amount equal to Five Million Seven Hundred Fifty Thousand Dollars (\$5,750,000).

(b) Subject to Section 7.1, from and after the Effective Time, Buyer shall defend, indemnify and hold harmless Seller, its Affiliates and their respective employees, officers, directors, members, managers, shareholders and agents (collectively, the “Seller Indemnified Parties”) from and against any and all Losses incurred by such Seller Indemnified Party arising out of or resulting from (i) Buyer’s breach of any of its representations or warranties contained in this Agreement, any Buyer Ancillary Agreement or in any other certificate or document delivered pursuant hereto or thereto; (ii) any breach or nonfulfillment of any agreement or covenant of Buyer under the terms of this Agreement or any Buyer Ancillary Agreement; (iii) the Assumed Obligations; or (iv) the business or operation of the Station after Closing (including any third party claim arising from or relating to such operation, except to the extent that such Loss relates to any matter for which Buyer is entitled to indemnification under Section 7.2(a)). Buyer shall have no liability to Seller or the other Seller Indemnified Parties under clause (i) of this Section 7.2(b) until the aggregate Losses for all Seller Indemnified Parties exceed an amount equal to Five Hundred Seventy-Five Thousand Dollars (\$575,000), in which event Seller (and the other Seller Indemnified Parties) shall be entitled to indemnification for all Losses, subject to the terms and conditions of this Section 7; provided, that, except for Fraud, the maximum liability of Buyer under clause (i) of this Section 7.2(b) shall be an aggregate amount equal to Five Million Seven Hundred Fifty Thousand Dollars (\$5,750,000).

7.3. Procedures. Seller (for itself or any other Seller Indemnified Party) or, as the case may be, Buyer (for itself or any other Buyer Indemnified Party) shall give prompt written notice to the indemnifying party of any Losses that could give rise to an indemnification obligation hereunder against the indemnifying party (a “Claim”), but a delay in giving such notice shall not affect the indemnified party’s right to indemnification and the indemnifying party’s obligation to indemnify as set forth in this Agreement, except to the extent the indemnifying party’s ability to remedy, contest, defend or settle with respect to such Claim is thereby prejudiced. The notice of the Claim shall include a description of the Claim and supporting documentation deemed material to the Claim (including, where appropriate, any documents received from a third party or any Governmental Authority, including any court). Except for Claims based on the assertions of third parties (which are subject to the additional procedures set forth in Section 7.4), the indemnifying party shall have thirty (30) days to review the Claim and make a determination whether to provide any indemnification. The indemnifying party’s failure to respond within that 30-day period shall constitute an acceptance of the Claim. If the indemnifying party disputes any part of or all of the Claim, the indemnified party shall be entitled to seek appropriate relief from any court of competent jurisdiction in accordance with Section 10.8 hereof.

7.4. Claims Based on Third Party Assertions. The obligations and liabilities of the parties with respect to any Claim based on a third party’s assertions shall be subject to the following additional terms and conditions:

(a) The indemnifying party shall have the right to undertake, by counsel or other representatives of its own choosing, the defense or opposition to such Claim.

(b) In the event that the indemnifying party shall provide notice to the indemnified party of its election not to undertake such defense or opposition, or, within 20 days after receipt of written notice of the Claim from the indemnified party, the indemnifying party shall fail to provide notice to the indemnified party of its willingness to undertake to defend or oppose the Claim, the indemnified party (upon further written notice to the indemnifying party) shall have the right to undertake the defense, opposition, or settlement of such Claim, by counsel or other representatives of its own choosing, on behalf of and for the account and at the risk of the indemnifying party (subject to the right of the indemnifying party to assume defense of or opposition to such Claim at any time prior to settlement or final determination thereof); provided, that the indemnified party shall provide 10 days prior notice to the indemnifying party of any proposed settlement (including the entry of any judgment by any court of competent jurisdiction) so that the indemnifying party may assume the defense or opposition to the Claim.

(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, or settlement of the Claim, (ii) the indemnifying party shall not, without the indemnified party’s written consent, settle any Claim or consent to entry of any judgment, unless such judgment or settlement includes a payment of all Losses and a release of the indemnified party from all liability in respect of such Claim, and (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 or other representatives concerning such Claim, and the indemnifying party and the indemnified party and their respective counsel or other representatives shall cooperate in good faith with respect to such Claim.

7.5. Computation of Losses. Any computation of the Losses payable pursuant to this Section 7 shall be deemed to be an amount (a) net of any Tax benefit to the indemnified party, and (b) net of any insurance proceeds recovered by the indemnified party from any third party in respect of any such Losses. The indemnified party shall use its commercially reasonable efforts to pursue payment under or from any insurer in respect of such Losses. Each indemnified party shall take all commercially reasonable measures to mitigate all Losses upon and after becoming aware of any event which would reasonably be expected to give rise to Losses.

7.6. Sole Remedy. After the Closing, and except with respect to Fraud, the right to indemnification under this Section 7 shall be the exclusive remedy of either party in connection with any breach or default by the other party under this Agreement, any Buyer Ancillary Agreement or any Seller Ancillary Agreement; provided, that nothing in this Section 7.6 shall limit a party's right to seek equitable relief in connection with the non-performance of any agreement or covenant contained in this Agreement, any Buyer Ancillary Agreement or Seller Ancillary Agreement that contemplates performance after the Closing.

7.7. Limitations. Notwithstanding anything in this Agreement to the contrary, under no circumstances shall any indemnified party be entitled to be indemnified for special, consequential, indirect, punitive, exemplary or other similar damages, or damages based upon lost profits, lost revenues, diminution in value, business interruptions, multiples of earnings, multiples of cash flows, or loss of business opportunity or reputation.

## **8. TERMINATION RIGHTS**

### **8.1. Termination.**

(a) This Agreement may be terminated prior to Closing by either Buyer or Seller, if such party is not in material breach or default of any representation, warranty, covenant or other obligations under this Agreement, upon written notice to the other following the occurrence of any of the following:

(i) subject to Section 8.1(c), if the other party is in material breach or default of any representation, warranty, covenant, or other obligation under this Agreement or does not perform in all material respects the obligations to be performed by it under this Agreement on the Closing Date such that the conditions set forth in Sections 5.1(a) or 5.2(a), as applicable, would not be satisfied and such breach or default has not been waived by the party giving such termination notice;

(ii) if there shall be any Law that prohibits consummation of the sale of the Station or if a Governmental Authority of competent jurisdiction shall have issued a Governmental Order enjoining or otherwise prohibiting consummation of the sale of the Station or requiring either party hereto to take any action which such party is not required to take pursuant to this Agreement;

(iii) if the FCC dismisses or denies the FCC Application or designates it for an oral evidentiary hearing;

(iv) subject to Section 8.5, if the Closing has not occurred by the date that is twelve (12) months from the date of this Agreement (the “Upset Date”); and

(v) as provided in Section 4.5(b).

(b) This Agreement may be terminated prior to Closing by mutual written consent of Buyer and Seller.

(c) If either party believes the other party (the “Defaulting Party”) to be in breach or default of this Agreement, it shall, prior to exercising its right to terminate under Section 8.1(a)(i), provide the Defaulting Party with notice specifying in reasonable detail the nature of such breach or default. Except for a failure to pay the Purchase Price, the Defaulting Party shall have thirty (30) days from receipt of such notice to cure such breach or default; provided, that, if the breach or default is incapable of cure within such 30-day period, the cure period shall be extended, as long as the Defaulting Party is diligently and in good faith attempting to effectuate a cure; provided further, that in no event shall such cure period extend beyond the date which would otherwise have been the Closing Date in the absence of such breach or default. Nothing in this Section 8.1(c) shall be interpreted to extend the Upset Date.

(d) Subject to Section 8.5, if Seller is not in material breach or default of any representation, warranty, covenant or other obligations under this Agreement, upon written notice to Buyer, this Agreement may be terminated by Seller on the date that is (i) seven (7) months from the date of this Agreement, or (ii) ten (10) months from the date of this Agreement (each, a “Seller Termination Date”), in each case, if the Closing has not occurred by such date due in whole or in part to the failure to satisfy Buyer’s conditions to Closing in Sections 5.1(b), 5.1(c) or 5.1(d).

(e) In the event that the WXTU Agreement is terminated by the mutual agreement of Buyer’s Affiliate and the buyer under Section 8.1(b) of the WXTU Agreement, Buyer shall promptly provide written notice to Seller, and if Seller is not in material breach or default of any representation, warranty, covenant or other obligations under this Agreement and Buyer and Seller have not otherwise agreed to terminate this Agreement, Seller may terminate this Agreement upon written notice to Buyer.

8.2. Effect of Termination. In the event of a termination of this Agreement pursuant to Section 8.1, this Agreement (other than Sections 4.4(d), this Article 8 and Sections 10.1 through 10.10, which shall remain in full force and effect) shall forthwith become null and void, and neither party hereto (nor any of their respective Affiliates, shareholders, members, directors, officers, agents, or employees) shall have any further obligation hereunder, except as provided in this Article 8.

8.3. Specific Performance. The parties agree that irreparable damage would occur in the event that any provision of this Agreement was not performed by Seller in accordance with its specific terms or was otherwise breached or the Closing was not consummated, and that money damages would not be an adequate remedy, even if available. It is accordingly agreed that

if Seller wrongfully fails to consummate the Closing or fails to perform any other provision of this Agreement, Buyer shall be entitled to an injunction or injunctions, or any other appropriate form of specific performance or equitable relief, to enforce specifically the terms and provisions hereof (including Seller's obligations to consummate the Closing) in any court of competent jurisdiction. Seller agrees that it will not oppose the granting of an injunction, specific performance and other equitable relief on the basis that Buyer has an adequate remedy at law or that any award of specific performance is not an appropriate remedy for any reason at law or in equity. Seller further agrees that Buyer shall not be required to post any bond or other security in connection with seeking an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement.

8.4. Liquidated Damages. If Seller terminates this Agreement due to Buyer's material breach pursuant to Section 8.1(a)(i) or Section 8.1(e), then Buyer shall, within ten (10) days, pay the Liquidated Damages Amount to Seller and such payment shall be the sole and exclusive remedy of Seller. Seller and Buyer acknowledge and agree that any payment of the Liquidated Damages Amount to Seller pursuant to this Section 8.4 shall constitute payment of liquidated damages and not a penalty and that such Liquidated Damages Amount is reasonable in light of the substantial but indeterminate harm anticipated to be caused by Buyer's material breach or default under this Agreement, the difficulty of proof of loss and damages, the inconvenience and non-feasibility of otherwise obtaining an adequate remedy, and the value of the transactions to be consummated hereunder.

8.5. Extension of Upset Date and Seller Termination Dates. In the event that on the date that would be the Upset Date or a Seller Termination Date, the Closing has not occurred solely due to the failure to satisfy Buyer's condition to Closing in Section 5.1(d), and the WXTU FCC Consent has been granted but has not yet become a Final Order, the Upset Date or Seller Termination Date, as applicable, shall be extended automatically until the earlier of (i) the date that is ten (10) Business Days after the WXTU FCC Consent becomes a Final Order and (ii) the date that is three (3) months after the original Upset Date or Termination Date, as applicable.

## **9. TAX MATTERS**

9.1. Bulk Sales. Seller and Buyer hereby waive compliance with the provisions of any applicable bulk sales law and no representation, warranty or covenant contained in this Agreement shall be deemed to have been breached as a result of such noncompliance.

9.2. Transfer Taxes. Transfer Taxes arising out of or in connection with the transactions effected pursuant to this Agreement shall be paid equally by Buyer and Seller. The party with primary responsibility under applicable Law for the payment of any particular Transfer Tax shall prepare and file the relevant Tax Return and notify the other party in writing of the Transfer Taxes shown on such Tax Return. Such other party shall pay an amount equal to one-half of the amount of such Transfer Taxes shown on such Tax Return in immediately available funds no later than the date that is the later of (a) five (5) Business Days after the receipt of such notice or (b) two (2) Business Days prior to the due date for the payment of such Transfer Taxes.

## 10. MISCELLANEOUS MATTERS

10.1. Expenses. Except as otherwise provided herein, each party shall be solely responsible for and shall pay all costs and expenses incurred by it in connection with the negotiation, preparation and performance of and compliance with the terms of this Agreement. Notwithstanding the foregoing, (a) Buyer and Seller shall each bear one-half of the filing fees for the FCC Application, and (b) if either party files a complaint with a court of competent jurisdiction to enforce its rights under this Agreement, the prevailing party shall be reimbursed by the other party for all reasonable expenses incurred thereby, including reasonable attorneys' fees.

10.2. Benefit and Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns. Neither party may assign its rights under this Agreement without the other party's prior written consent.

10.3. No Third Party Beneficiaries. Nothing herein, express or implied, shall be construed to confer upon or give to any other Person other than the parties hereto or their permitted successors or assigns, any rights or remedies under or by reason of this Agreement.

10.4. Entire Agreement; Amendment. This Agreement, the Buyer Ancillary Agreements, the Seller Ancillary Agreements, the exhibits, schedules and disclosure schedules hereto and thereto, and any other instruments expressly contemplated herein constitute the entire agreement of the parties hereto with respect to the subject matter hereof and thereof and supersede all prior and contemporaneous agreements and undertakings, both written and oral, between Seller and Buyer with respect to the subject matter hereof and thereof, except as otherwise expressly provided herein. Any matter that is disclosed in a schedule hereto in such a way as to make its relevance to the information called for by another schedule readily apparent shall be deemed to have been included in such other schedule, notwithstanding the omission of an appropriate cross reference. This Agreement may only be amended by a document executed by both parties.

10.5. Waivers. No waiver of compliance with any provision or condition 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 any such waiver is sought. No failure or delay on the part of Buyer or Seller in exercising any right or power under this Agreement shall operate as a waiver thereof, and no single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, shall preclude any other or further exercise thereof or the exercise of any other right or power. The practices of the parties shall not, in and of themselves, constitute a waiver of either party's rights under this Agreement.

10.6. Headings. Section headings set forth in this Agreement are for convenience only and will not control or affect the meaning or construction of the provisions of this Agreement.

10.7. Computation of Time. If after making computations of time provided for in this Agreement, a time for action or notice falls on Saturday, Sunday or a federal holiday, then such time shall be extended to the next Business Day.

10.8. Governing Law; Waiver of Jury Trial. The construction and performance of this Agreement shall be governed by the law of the Commonwealth of Pennsylvania without regard to its principles of conflict of law. The exclusive forum for the resolution of any disputes arising hereunder shall be the federal or state courts located in the Commonwealth of Pennsylvania, and each party (for itself, its successors and assigns, and the Seller Indemnified Parties and the Buyer Indemnified Parties, as the case may be) irrevocably waives the reference of an inconvenient forum to the maintenance of any such action or proceeding. EACH OF BUYER AND SELLER (FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, AND THE SELLER INDEMNIFIED PARTIES AND THE BUYER INDEMNIFIED PARTIES, AS THE CASE MAY BE) HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY LEGAL ACTION BEFORE ANY FEDERAL OR STATE COURT RELATING IN ANY WAY TO THIS AGREEMENT, INCLUDING ANY COUNTERCLAIM MADE IN SUCH ACTION, AND AGREE THAT ANY SUCH ACTION SHALL BE DECIDED SOLELY BY A JUDGE. Buyer and Seller hereby acknowledge that they have each been represented by counsel in the negotiation, execution and delivery of this Agreement and that their lawyers have fully explained the meaning of the Agreement, including in particular the jury-trial waiver.

10.9. Construction. Any question of interpretation shall not be resolved by any rule providing for interpretation against the party who causes the uncertainty to exist or against the drafter of this Agreement.

10.10. Notices. Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing, addressed or delivered to the parties at the following addresses, facsimile numbers and electronic mail addresses, as the same may be changed in accordance with the provisions of this Section:

If to Buyer:                   Entercom Pennsylvania, LLC  
  Entercom License, LLC  
  401 E. City Ave., Suite 809  
  Bala Cynwyd, PA 19004  
  Attn: Andrew Sutor  
  Facsimile: 610-660-5662  
  Email: Laura.Berman@entercom.com  
  Andrew.Sutor@entercom.com

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

Lerman Senter PLLC  
2001 L Street NW, Suite 400  
Washington, DC 20036  
Attn: Sally A. Buckman  
Facsimile: 202-293-7783  
Email: sbuckman@lermansenter.com

If to Seller: Jerry Lee Radio, LLC  
Jerry Lee Broadcasting, LLC  
225 East City Avenue, Suite 200  
Bala Cynwyd, PA 19004  
Attn: Jim Loftus, Chief Executive Officer  
Facsimile: 610-538-8420  
Email: JimL@101-fm.com

With copy, which shall not constitute notice, to:

Reed Smith LLP  
10 South Wacker Drive  
Chicago, IL 60606-7507  
Attn: Matthew J. Petersen  
Facsimile: 312-207-6400  
Email: mpetersen@reedsmith.com

and to:

Equity Group Investments, Inc.  
2 North Riverside Plaza, Suite 600  
Chicago, IL 60606  
Attn: General Counsel  
Facsimile: 312-454-0335  
Email: JWasserman@egii.com

Any such notice, demand or request shall be deemed to have been duly delivered and received (a) on the date of personal delivery, or (b) on the date of transmission, if sent by facsimile and received prior to 5:00 p.m. in the place of receipt (but only if receipt is confirmed in a document), or (c) on the date of a signed receipt (unless the recipient refuses to provide a signature), if sent by an overnight delivery service.

10.11. Severability. If any court or other Governmental Authority of competent jurisdiction issues an order or other decision holding any term or provision of this Agreement invalid, illegal or incapable of being enforced because of any Law, or if the FCC informally advises the parties that any provision in this Agreement is invalid, illegal or unenforceable under the Communications Act or FCC Rules (and will thus preclude the FCC's grant of the FCC Application), the parties shall promptly amend this Agreement to eliminate the invalid, illegal or unenforceable provision so as to effectuate their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated to the greatest extent possible without any material adverse effect upon either party. In the absence of any amendment, this Agreement shall be construed with the invalid, illegal or unenforceable term or provision deleted so long as such construction does not deprive either party of the benefits of this Agreement in any material respect.

10.12. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original and both of which together will constitute one and the same instrument. Facsimile or other electronically-delivered copies of signature pages to this

Agreement, any Buyer Ancillary Agreement, any Seller Ancillary Agreement or any other document or instrument delivered pursuant to this Agreement shall be treated as between the parties as original signatures for all purposes.

10.13. Seller Obligations. All representations and warranties and obligations of Seller under this Agreement shall be joint and several as between each Person constituting Seller.

10.14. Buyer Obligations. All representations and warranties and obligations of Buyer under this Agreement shall be joint and several as between each Person constituting Buyer.

10.15. Seller Guaranty. As consideration for the benefits that Seller and Seller Guarantor will receive as a result of entering into this Agreement, and in order to induce Buyer to enter into this Agreement, Seller Guarantor hereby unconditionally and irrevocably guarantees to Buyer the full and prompt performance of, and agrees that it shall be responsible for, all of the obligations of Seller under this Agreement following the Closing, including the obligations under Section 1.7 (Net Working Capital) and Section 7.2(a) (Indemnification) of this Agreement. For the avoidance of doubt, Seller Guarantor agrees to be bound by and to follow the procedures and dispute resolution provisions set forth in Section 1.7 and Article 7 as if Seller Guarantor was Seller. This guaranty by Seller Guarantor is an absolute, irrevocable, unconditional, present and continuing guaranty of payment and performance (as opposed to a guaranty only of collection), and, without limiting the generality of the foregoing, shall not be released, discharged or otherwise affected by any change in the corporate existence, structure or ownership of Seller, or any insolvency, bankruptcy, reorganization or other similar proceeding affecting Seller or its assets. Seller Guarantor hereby irrevocably, absolutely and unconditionally covenants and agrees that it is liable for Seller's obligations as set forth herein as a primary obligor. Buyer may enforce its rights under this guaranty without notice of default or without undertaking any proceeding or filing any cause of action against Seller (or any Person to whom Seller assigns any of its rights or delegates any of its obligations as permitted under this Agreement, in whole or in part). Seller Guarantor represents and warrants that (a) Seller Guarantor is an Affiliate of Seller and will benefit directly and indirectly from the transactions contemplated by this Agreement and that the guaranty and waivers set forth in this Section 10.15 are knowingly made in contemplation of such benefits and (b) this guaranty constitutes a valid and legally binding obligation enforceable against Seller Guarantor in accordance with its terms.

10.16. Buyer Guaranty. As consideration for the benefits that Buyer and Buyer Guarantor will receive as a result of entering into this Agreement, and in order to induce Seller to enter into this Agreement, Buyer Guarantor hereby unconditionally and irrevocably guarantees to Seller the full and prompt performance of, and agrees that it shall be responsible for, all of the payment obligations of Buyer pursuant to Section 8.4 (Liquidated Damages) of this Agreement. This guaranty by Buyer Guarantor is an absolute, irrevocable, unconditional, present and continuing guaranty of payment and performance (as opposed to a guaranty only of collection), and, without limiting the generality of the foregoing, shall not be released, discharged or otherwise affected by any change in the corporate existence, structure or ownership of Buyer, or any insolvency, bankruptcy, reorganization or other similar proceeding affecting Buyer or its assets. Buyer Guarantor hereby irrevocably, absolutely and unconditionally covenants and agrees that it is liable for Buyer's obligations as set forth herein as a primary obligor. Seller may enforce its rights under this guaranty without notice of default or without undertaking any

proceeding or filing any cause of action against Buyer (or any Person to whom Buyer assigns any of its rights or delegates any of its obligations as permitted under this Agreement, in whole or in part). Buyer Guarantor represents and warrants that (a) Buyer Guarantor is an Affiliate of Buyer and will benefit directly and indirectly from the transactions contemplated by this Agreement and that the guaranty and waivers set forth in this Section 10.16 are knowingly made in contemplation of such benefits and (b) this guaranty constitutes a valid and legally binding obligation enforceable against Buyer Guarantor in accordance with its terms.

## 11. DEFINITIONS

11.1. 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):

“Accrued Transaction Expenses” means an amount equal to \$550,000.

“Action” means any claim, action, suit, arbitration, inquiry, proceeding or investigation.

“Affiliate” means, with respect to any Person, any other Person directly or indirectly Controlling, Controlled by or under common Control with such Person.

“Agreement” means this Asset Purchase Agreement, including the exhibits, schedules and disclosure schedules hereto.

“Antitrust Investigation” shall have the meaning set forth in Section 4.1(b).

“Antitrust Laws” means the Sherman Act, as amended, the Clayton Act, as amended, the Federal Trade Commission Act, as amended, and any other federal or state law, regulation or decree designed to prohibit, restrict or regulate actions for the purpose or effect of monopolization or restraint of trade.

“Appraisal” shall have the meaning set forth in Section 1.7.

“Appraiser” shall have the meaning set forth in Section 1.7.

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

“Business” shall have the meaning set forth in Section 1.7(b).

“Business Day” whether or not capitalized, means every day of the week excluding Saturdays, Sundays and federal holidays.

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

“Buyer Ancillary Agreement” shall have the meaning set forth in Section 3.2(a).

“Buyer Employee Liabilities” shall have the meaning set forth in Section 4.8(a).

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

“Buyer Indemnified Parties” shall have the meaning set forth in Section 7.2(a).

“Claim” shall have the meaning set forth in Section 7.3.

“Closing” shall have the meaning set forth in Section 1.6.

“Closing Date” shall have the meaning set forth in Section 1.6.

“Closing NWC” means the Net Working Capital, determined in accordance with GAAP, as of the Effective Time.

“Closing Payment” shall have the meaning set forth in Section 1.5(b).

“Closing Statement” shall have the meaning set forth in Section 1.1(c).

“Closing Statement Date” shall have the meaning set forth in Section 1.1(c).

“Code” means the Internal Revenue Code of 1986, as amended.

“Communications Act” shall have the meaning set forth in Section 2.6(c).

“Continuing Employees” shall have the meaning set forth in Section 4.8(c).

“Control” means, as to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise. The terms “Controlled” and “Controlling” shall have a correlative meaning.

“Current Assets” shall have the meaning set forth in Section 1.7(b).

“Current Liabilities” shall have the meaning set forth in Section 1.7(b).

“Damaged Asset” shall have the meaning set forth in Section 4.5(a).

“Damaged Asset Notice” shall have the meaning set forth in Section 4.5(b).

“Defaulting Party” shall have the meaning set forth in Section 8.1(c).

“Effective Time” shall have the meaning set forth in Section 1.6.

“Encroachment” shall have the meaning set forth in Section 4.12.

“Entercom License” shall have the meaning set forth in the Preamble to this Agreement.

“Entercom PA” shall have the meaning set forth in the Preamble to this Agreement.

“Environmental Laws” shall have the meaning set forth in Section 2.11(a).

“Estimated NWC” shall have the meaning set forth in Section 1.7(a).

“Estimated NWC Balance Sheet” shall have the meaning set forth in Section 1.7(a).

“Excluded Assets” shall have the meaning set forth in Section 1.2.

“FCC” shall have the meaning set forth in the Recitals to this Agreement.

“FCC Application” means the application(s), or any one of multiple applications, that Seller and Buyer must file with the FCC requesting its consent to the assignment of the FCC Licenses.

“FCC Consent” means the initial action by the FCC granting the FCC Application.

“FCC Licenses” shall have the meaning set forth in Section 1.1(a).

“FCC Rules” shall have the meaning set forth in Section 2.6(c).

“Final Order” means an action by the FCC (a) that has not been vacated, reversed, stayed, enjoined, set aside, annulled or suspended, (b) with respect to which no request for stay, motion or petition for rehearing, reconsideration or review, or application or request for review or notice of appeal or *sua sponte* review by the FCC is pending, and (c) as to which the time for filing any such request, motion, petition, application, appeal or notice, and for the entry of orders staying, reconsidering or reviewing on the FCC’s own motion has expired.

“Final NWC” means the Closing NWC as finally agreed or determined in accordance with Section 1.7(c).

“Final NWC Excess” means the amount, if any, by which the Final NWC exceeds Four Million Two Hundred Fifty Thousand Dollars (\$4,250,000) minus the NWC Excess, if any, plus the NWC Shortfall, if any.

“Final NWC Shortfall” means the amount, if any, that the Final NWC is less than Three Million Seven Hundred Fifty Thousand Dollars (\$3,750,000), plus the NWC Excess, if any, minus the NWC Shortfall, if any.

“Fraud” means intentional fraud, and not constructive fraud or recklessness, with respect to the making of the representations and warranties pursuant to Article 2 or Article 3 (as applicable). Further, a party may base the assertion of such fraud only on the actual knowledge (as opposed to imputed or constructive knowledge) of an individual or the individuals listed in the definition of To Seller’s knowledge (in the case of an assertion by Buyer) or To Buyer’s knowledge (in the case of an assertion by Seller), that one or more representations and warranties made by Seller pursuant to Article 2 or Buyer pursuant to Article 3, were false when made, and were made with the intent that the other party be deceived or misled.

“GAAP” means United States generally accepted accounting principles as in effect as of the date hereof, consistently applied.

“Governmental Authority” means any federal, state, local or foreign government, or any part thereof exercising executive, legislative, regulatory or judicial functions.

“Governmental Order” means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority.

“Hazardous Material” shall have the meaning set forth in Section 2.11(a).

“Independent Accountant” shall have the meaning set forth in Section 1.7(d).

“Intangible Property” shall have the meaning set forth in Section 1.1(d).

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

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

“Law” means any United States (federal, state, local) or foreign statute, law, code or ordinance, or any regulation, rule, code, order, judgment, injunction, decree, decision, or policy of any Governmental Authority (including courts).

“Leased Property” shall be the real property identified in the Real Estate Leases.

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

“Liquidated Damages Amount” means Five Million Seven Hundred Fifty Thousand Dollars (\$5,750,000).

“Losses” shall have the meaning set forth in Section 7.2(a).

“Material Adverse Effect” shall mean a circumstance, state of facts, event, consequence or result that, individually or in the aggregate, materially and adversely affects the Business, Station Assets, Assumed Obligations, condition (financial or other) or results of operations of the Business, considered as a whole, or prohibits or materially impedes Seller’s ability to perform its obligations under this Agreement or any Seller Ancillary Agreement; provided, that the term “Material Adverse Effect” shall not include any circumstance, state of facts, event, consequence or result that arises out of (i) public or industry knowledge relating to the transactions contemplated by this Agreement (including, without limitation, actions or inactions of employees, customers or vendors due to the transactions contemplated by this Agreement), (ii) past, existing or prospective general economic conditions, or (iii) changes in regulatory conditions affecting Seller or the industry or industries in which it operates, provided that, in the case of (ii) and (iii), such circumstance, state of facts, event, consequence or result does not affect the Business, Station Assets, Assumed Obligations, condition (financial or other) or results of operations of the Business in a disproportionate manner.

“Material Station Contract” shall mean those Station Contracts which are identified as Material Station Contracts on Schedule 1.1(c).

“Materially Damaged Assets” shall have the meaning set forth in Section 4.5(b).

“Net Working Capital” shall have the meaning set forth in Section 1.7(b).

“NWC Excess” means the amount by which the Estimated NWC exceeds Four Million Two Hundred Fifty Thousand Dollars (\$4,250,000).

“NWC Shortfall” means the amount by which the Estimated NWC is less than Three Million Seven Hundred Fifty Thousand Dollars (\$3,750,000).

“Permitted Liens” means, as to any of the Station Assets or as to the Station, (a) the Assumed Obligations; (b) Liens for Taxes, assessments and other governmental charges not yet due and payable; (c) in the case of any leased asset, the rights of any lessor under the applicable lease agreement or any Lien granted by any lessor; (d) materialmen’s, mechanics’, workmen’s, repairmen’s or other Liens arising in the ordinary course of business, which are released at or prior to Closing; and (e) Liens that do not affect in any material manner the use or value of the Station Asset to which they are attached.

“Person” means any natural person, general or limited partnership, corporation, limited liability company, firm, association, trust or other legal entity or organization, including a Governmental Authority or part thereof.

“Purchase Price” shall have the meaning set forth in Section 1.5(a).

“Real Estate Lease” means a lease of real property or a real property interest held by Seller and used or held for use in the operation of the Station.

“Release” shall have the meaning set forth in Section 2.11(a).

“Retained Liabilities” shall have the meaning set forth in Section 1.4.

“Review Period” shall have the meaning set forth in Section 1.71.1(c).

“Schedule Supplement” shall have the meaning set forth in Section 4.15.

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

“Seller Ancillary Agreements” shall have the meaning set forth in Section 2.2(a).

“Seller Disclosure Schedules” means those disclosure schedules constituting exceptions to and applicable disclosures associated with Seller’s representations and warranties set forth in Article 2, prepared and delivered by Seller concurrently with the execution of this Agreement.

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

“Seller Indemnified Parties” shall have the meaning set forth in Section 7.2(b).

“Seller Termination Date” shall have the meaning set forth in Section 8.1(d).

“Statement of Objections” shall have the meaning set forth in Section 1.7(d).

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

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

“Station Contracts” shall have the meaning set forth in Section 1.1(c).

“Station Employees” shall have the meaning set forth in Section 2.14(a).

“Tangible Personal Property” shall have the meaning set forth in Section 1.1(b).

“Tax” or “Taxes” means all federal, state, local or foreign income, excise, gross receipts, ad valorem, sales, use, employment, franchise, profits, gains, property, transfer, use, payroll, intangible or other taxes, fees, stamp taxes, duties, charges, levies or assessments of any kind whatsoever (whether payable directly or by withholding), together with any interest and any penalties, additions to tax or additional amounts imposed by any Tax authority with respect thereto.

“Tax Returns” means all returns, reports and other filings (including elections, declarations, disclosures, schedules, estimates and information returns) required to be supplied to a Governmental Authority relating to Taxes.

“To Buyer’s knowledge” or any variant thereof means the actual collective knowledge, after reasonable inquiry, of David Field and Andrew Sutor.

“To Seller’s knowledge,” or any variant thereof, means the actual knowledge, after reasonable inquiry, of any of Jim Loftus, Bill Boone, and the Chief Engineer of the Station.

“Transfer Taxes” means all excise, sales, use, value added, registration stamp, recording, documentary, franchise, property, transfer and similar Taxes, levies, charges and fees.

“Upset Date” shall have the meaning set forth in Section 8.1(a)(iv).

“WXTU” means radio station WXTU, Philadelphia, PA (Facility ID No. 74213).

“WXTU Agreement” shall have the meaning set forth in Section 4.1(c).

“WXTU FCC Consent” means the initial action by the FCC granting the application(s), or any one of multiple applications, that must be filed with the FCC requesting its consent to the assignment of the FCC licenses for WXTU pursuant to the WXTU Agreement.

11.2. Terms Generally. The term “or” is disjunctive; the term “and” is conjunctive. The term “shall” is mandatory; the term “may” is permissive. Masculine terms apply to females and feminine terms apply to males. The use of the plural form shall include the singular, and *vice versa*, as the context requires. The term “include,” “includes” or “including” is by way of example and not limitation.

*[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.

**SELLER:**

JERRY LEE RADIO, LLC

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

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

*Jim Loftus*  
JIM LOFTUS  
PRESIDENT & CEO

JERRY LEE BROADCASTING, LLC

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

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

*Jim Loftus*  
JIM LOFTUS  
PRESIDENT & CEO

**BUYER:**

ENTERCOM PENNSYLVANIA, LLC

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

Name: Andrew Sutor

Title: Executive Vice President

ENTERCOM LICENSE, LLC

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

Name: Andrew Sutor

Title: Executive Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.

**SELLER:**

JERRY LEE RADIO, LLC

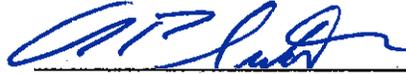
By: \_\_\_\_\_  
Name:  
Title:

JERRY LEE BROADCASTING, LLC

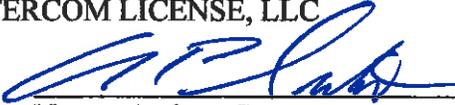
By: \_\_\_\_\_  
Name:  
Title:

**BUYER:**

ENTERCOM PENNSYLVANIA, LLC

By:  \_\_\_\_\_  
Name: Andrew Sutor  
Title: Executive Vice President

ENTERCOM LICENSE, LLC

By:  \_\_\_\_\_  
Name: Andrew Sutor  
Title: Executive Vice President

The undersigned has caused this Agreement to be duly executed as of the date first written above, solely for purposes of its obligations under Section 10.15 hereof, it being understood and agreed that the undersigned is not a party to this Agreement and is not bound by any other provision hereof.

**SELLER GUARANTOR:**

ZELL CREDIT OPPORTUNITIES MASTER FUND, L.P.

By: Chai Trust Company, LLC

Its: General Partner

By: 

Name: *Philip G. Tinkler*

Title: *Chief Financial Officer*

The undersigned has caused this Agreement to be duly executed as of the date first written above, solely for purposes of its obligations under Section 10.16 hereof, it being understood and agreed that the undersigned is not a party to this Agreement and is not bound by any other provision hereof.

**BUYER GUARANTOR:**

ENTERCOM COMMUNICATIONS CORP.

By: 

Name: **ANDREW P. SUTOR, IV**  
Title: **EXECUTIVE VICE PRESIDENT**