

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made as of April __, 2021 by and between **ENTRAVISON COMMUNICATIONS CORPORATION**, a Delaware corporation ("Seller") and **RADIO TRAINING NETWORK, INC.**, a Georgia nonprofit corporation ("Buyer")

Recitals

A. Seller is the parent of Entravision Holdings, LLC, a California limited liability company ("Holdings"), which is the licensee of the following radio broadcast station (the "Station"), pursuant to certain authorizations issued by the Federal Communications Commission (the "FCC");

WNUE-FM, Deltona, Florida (FCC Facility ID No. 46969)

B. Pursuant to the terms and subject to the conditions set forth in this Agreement, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Station Assets (defined below).

Agreement

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

ARTICLE 1: PURCHASE OF ASSETS

1.1 Station Assets. On the terms and subject to the conditions hereof, at Closing (defined below), except as set forth in Section 1.2, Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase and acquire from Seller, all right, title and interest of Seller in and to the following assets and properties of Seller that are used or held for use in the operation of the Station (the "Station Assets");

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

(b) all of Seller's equipment, transmitters, antennas, and other tangible personal property used or held for use in the operation of the Station's main transmitter site, including the items listed on *Schedule 1.1(b)*, except for any retirements or dispositions thereof made in the ordinary course of business (the "Tangible Personal Property");

(c) the real property, consisting of real estate upon which the Station's main transmitter site, antenna structure (FCC ASR No. 1280971) and transmitter building are located, at 495 Pell Road, Osteen, Florida, as more particularly described in *Schedule 1.1(c)* (the "Real Property");

(d) only those contracts and agreements used by Seller in the operation of the Station that are listed on *Schedule 1.1(d)* (the "Station Contracts"); and

(e) any books and records of Seller that relate exclusively to the FCC Licenses, Tangible Personal Property, Real Property, or Station Contracts, but excluding any that are Excluded Assets (defined below), and provided that Seller may retain copies.

The Station Assets shall be transferred to Buyer free and clear of liens, claims and encumbrances ("Liens") except for Assumed Obligations (defined in Section 1.3), liens for taxes not yet due and payable, and liens that will be released at or prior to Closing (collectively, "Permitted Liens").

1.2 Excluded Assets. Notwithstanding anything to the contrary contained herein, the Station Assets shall not include the following assets or any rights, title and interest therein (the "Excluded Assets"):

(a) all cash and cash equivalents, and all accounts receivable;

(b) all programming and intellectual property, advertising sales contracts, and all other contracts, leases, licenses, and agreements, and the Station Contracts;

(c) all rights and claims, whether mature, contingent or otherwise, against third parties with respect to the Station Assets or the business of the Station to the extent attributable to any period before the Effective Time (defined below);

(d) all deposits and prepaid expenses, and rights arising therefrom, except to the extent Seller receives a credit therefor under Section 1.6; and

(e) those items of personal property that are used in the operation of other radio and television stations of Seller in the Orlando-Daytona Beach-Melbourne, Florida Nielsen Designated Marketing Area (the "DMA").

1.3 Assumption of Obligations. On the Closing Date (defined below), Buyer shall assume the obligations of Seller arising during, or attributable to, any period of time on or after the Closing Date under the and Station Contracts, and any other liabilities of Seller to the extent Buyer receives a credit therefor under Section 1.6 (collectively, the "Assumed Obligations"). Except for the Assumed Obligations, Buyer does not assume, and will not be deemed by the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby to have assumed, any other liabilities or obligations of Seller (the "Retained Obligations").

1.4 Purchase Price. In consideration for the sale of the Station Assets to Buyer, at Closing Buyer shall pay Seller, by wire transfer of immediately available funds, the sum of FOUR MILLION DOLLARS (\$4,000,000.00) in lawful money of the United States of America, subject to adjustment pursuant to Section 1.6 (the "Purchase Price").

1.5 Deposit. On the date of this Agreement, Buyer shall make a cash deposit in immediately available funds in the sum of Two Hundred Thousand Dollars (\$200,000.00) (the "Deposit") with Wilmington Trust, N.A., Wilmington, Delaware (the "Escrow Agent") pursuant to the Escrow Agreement (the "Escrow Agreement") of even date herewith among Buyer, Seller and the Escrow Agent. At Closing, the Deposit shall be disbursed to Seller and applied to the Purchase Price and any interest accrued thereon shall be disbursed to Buyer. If this Agreement is terminated by Seller pursuant to Section 10.1(c), the Deposit and any interest accrued thereon shall be disbursed to Seller. If this Agreement is otherwise terminated pursuant to its terms, the Deposit and any interest accrued thereon shall be disbursed to Buyer. The parties shall each instruct the Escrow Agent to disburse the Deposit and all interest thereon to the party entitled thereto and shall not, by any act or omission, delay or prevent any such disbursement unless contested by a party in good faith in writing within five (5) business days after a disbursement request, in which event the Deposit shall remain with the Escrow Agent until the parties' dispute is resolved. Any failure by Buyer to make the Deposit on the date hereof constitutes a material default as to which the Cure Period under Section 10.2 does not apply entitling Seller to immediately terminate this Agreement.

1.6 Prorations and Adjustments. All prepaid and deferred income and expenses relating to the Station Assets and arising from the operation of the Station Assets shall be prorated between Buyer and Seller in accordance with generally accepted accounting principles ("GAAP") as of 11:59 p.m. on the day immediately preceding the Closing Date (the "Effective Time"). Such prorations shall include without limitation all ad valorem, real estate and other real and personal property taxes (except transfer taxes as provided by Section 11.1), FCC regulatory fees, music and other license fees, utility expenses, rent and other amounts under the Contracts, the Real Property, and similar prepaid and deferred items.

1.7 Timing of Prorations and Adjustments. Prorations and adjustments shall be made at Closing to the extent practicable. As to those prorations and adjustments not made at Closing, an adjustment shall be made no later than ninety (90) calendar days after Closing.

1.8 Allocation. Seller and Buyer shall each allocate the Purchase Price for tax purposes in accordance with the respective fair market values of the Station Assets and the goodwill being purchased and sold in accordance with the requirements of Section 1060 of the Internal Revenue Code of 1986, as amended (the "Code"). Each of Buyer and Seller shall file a tax return reflecting its allocation as and when required under the Code.

1.9 Closing. The consummation of the sale and purchase of the Station Assets provided for in this Agreement (the "Closing") shall take place on or before the fifth (5th)

business day after the date the FCC Consent has become a Final Order, or as Buyer and Seller may mutually agree, subject to satisfaction or waiver of the conditions set forth in Articles 6 or 7 below, and subject to the terms of Section 10.1. The date on which the Closing is to occur is referred to herein as the “Closing Date.” As used herein, “Final Order” means an action by the FCC: (a) with respect to which action no timely request for stay, motion or petition for reconsideration or rehearing, application or request for review or notice of appeal or judicial notice of appeal or petition for review is pending and (b) as to which the time for filing any such request, motion, petition, application, appeal or notice, or request for judicial review, and for the entry of orders staying, reconsidering or reviewing, administratively or judicially, the FCC’s action has expired.

1.10 FCC Consent. On April 19, 2021, the parties shall file an application with the FCC (the “FCC Application”) requesting FCC consent to the assignment of the FCC Licenses from Holdings to Buyer. FCC consent to the FCC Application without any material adverse conditions other than those of general applicability is referred to herein as the “FCC Consent.” The parties shall diligently prosecute the FCC Application and otherwise use their commercially reasonable efforts to obtain the FCC Consent as soon as possible. Buyer and Seller shall notify each other of all documents filed with or received from any governmental agency with respect to this Agreement or the transactions contemplated hereby. The parties shall furnish each other with such information and assistance as the other may reasonably request in connection with their preparation and prosecution of any governmental filing hereunder.

ARTICLE 2: SELLER AND HOLDINGS REPRESENTATIONS AND WARRANTIES

Seller and Holdings, as the case may be, make the following representations and warranties to Buyer:

2.1 Organization. Seller is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, and, if required, is qualified to do business in the jurisdiction in which the Station Assets are located. Seller has the requisite power and authority to execute, deliver and perform this Agreement and all of the other agreements and instruments to be made by Seller pursuant hereto (collectively, the “Seller Ancillary Agreements”) and to consummate the transactions contemplated hereby.

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

2.3 No Conflicts. Except for the FCC Consent and any consents, required as conditions precedent, to assign Station Contracts, the execution, delivery and performance by Seller of this Agreement and the Seller Ancillary Agreements and the consummation by Seller of any of the transactions contemplated hereby does not conflict with any organizational documents of Seller or Holdings or any contract or agreement to which Seller or Holdings is a party or by which it is bound, or any law, judgment, order, or decree to which Seller or Holdings is subject, or require the consent or approval of, or a filing by Seller or Holdings with, any governmental or regulatory authority or any third party.

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

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

2.6 Personal Property. *Schedule 1.1(b)* contains a list of material items of Tangible Personal Property included in the Station Assets. Seller has good and marketable title to the Tangible Personal Property free and clear of Liens other than Permitted Liens. Except as set forth on *Schedule 1.1(b)*, all material items of Tangible Personal Property are in good operating condition, ordinary wear and tear excepted.

2.7 Real Property. (a) *Schedule 1.1(c)* includes a description of the Real Property. Seller is the sole owner of good, marketable and indefeasible fee simple title to the Real Property identified on *Schedule 1.1(c)*, which parcel of real property is owned by Seller and used primarily with respect to the Station (such property, together with all buildings, structures, fixtures and other improvements thereon, and all appurtenances thereto, the "Real Property"). All Real Property is included in the Station Assets. The Real Property is free and clear of all Liens other than Permitted Liens. Except as set forth on *Schedule 1.1(c)*, Seller has received no notice of any material violation of material Law

affecting the Real Property or Seller's use thereof. The Real Property constitutes the location where the towers and transmission equipment for the Station are located.

(b) Within the past two (2) years, neither Seller or Holdings has received written notice of any existing plan or study by any governmental authority or by any other person that challenges or otherwise adversely affects the continuation of the use or operation of the Real Property or requires any material repairs, alterations, additions or improvements thereto, or the payment or dedication of any material amount of money, fee, exaction or property, and has no Knowledge of any such plan or study with respect to which it has not received written notice. There is no Person in possession of the Real Property other than Seller. No Person has any right to acquire the interests in the Real Property. The Real Property is not subject to any suit for condemnation or other taking by any governmental authority. As of the date of this Agreement, there is no actual imposition of any assessments for public improvements with respect to the Real Property and no such improvements have been constructed or planned that would be paid for by means of assessments upon any Real Property. No condemnation or eminent domain proceeding is pending or threatened which could reasonably be expected to preclude or impair in any way the use of the Real Property.

(c) With respect to the Real Property, all material improvements, installations, equipment and facilities utilized in connection with the Station, including towers (including the guy anchors, if any, supporting any such towers) and transmission equipment located on such Real Property, are: (i) located entirely on the Real Property and do not encroach on any property owned by any other Person, (ii) included in the Station Assets, (iii) maintained on the Real Property in compliance in all material respects with all applicable laws and permits, (iv) constructed in conformity with all "set-back" lines, easements and other restrictions or rights of record and (v) in normal operating condition and repair in all material respects for the uses for which they are currently employed (normal wear and tear excepted). All utility systems required in connection with the current use, occupancy and operation of the Real Property by Seller are sufficient for their present purposes. To the extent that any transmitter building, tower, or, if applicable, guy anchor supporting any tower is located on an easement comprising the Real Property, such easement (and the corresponding transmitter building, tower, or guy anchor thereon) is identified and described on *Schedule 1.1(c)*.

(d) The Real Property, as used and maintained by Seller, is in material compliance with all applicable building, zoning, subdivision, health and safety and other land use Laws, including The Americans with Disabilities Act of 1990, as amended.

(e) The Real Property has vehicular access (e.g. ingress and egress) on a paved road to a public street adjoining such parcel of Real Property, or has ingress and egress to a public street via easements, (ii) such access is not dependent on any land or other real property interest which is not included in the Real Property and (iii) the Real Property includes sufficient access to the Station's transmitter site to operate the Station in the ordinary course for the uses for which they are currently employed.

(f) To Seller's Knowledge, the current use and occupancy of the Real Property and the operation of the business of Seller as currently conducted thereon does not violate in any material respect any easement, covenant, condition, restriction or similar provision in any instrument of record or other unrecorded agreement affecting such Real Property or Seller's use and occupancy thereof.

2.8 Station Contracts. *Schedule 1.1(d)* includes a description of the Station Contracts. The Station Contracts are in effect and are 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). Seller has performed its obligations under the Station Contracts in all material respects, and is not in material default thereunder, and to Seller's knowledge, no other party thereto is in default thereunder in any material respect.

2.9 Environmental. To Seller's and Holdings' knowledge, no hazardous or toxic substance or waste regulated under any applicable environmental, health or safety law has been generated, stored, transported or released on, in, from or to the premises of the Real Property, except in compliance in all material respects with applicable environmental, health and safety laws. To Seller's knowledge, Seller has complied in all material respects with all environmental, health and safety laws applicable to the Station Assets.

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

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

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

2.13. Third Party Consents. The only consents from any Person which are required to be obtained by Seller in connection with the execution and delivery by Seller of this Agreement and the consummation of the transactions contemplated hereby are set forth on *Schedule 2.13* (the “Third Party Consents”), except for such consents the failure of which to obtain could not reasonably be expected to have a material adverse effect.

2.14. Labor. Seller has complied in all material respects with all laws relating to the employment of labor. Seller is not a party to any contract or agreement with any labor organization, nor has Seller agreed to recognize any union or other collective bargaining unit, nor has any union or other collective bargaining unit been certified as representing any of the employees of the Station. Seller has no knowledge of any organizational effort currently being made or threatened by or on behalf of any labor union with respect to employees of Seller at the Station, except such plans of Seller applicable to employees of Seller on a general basis. Buyer shall not be obligated to continue the employment of any current employees of the Station and shall not assume and will be free of all liabilities of any kind in connection with any such employees whose employment is not continued by Buyer as of the Closing Date.

2.15. Employee Benefit Plans. There are retirement, pension or thrift plans, individual or supplemental pension or accrued compensation arrangements, contributions to hospitalization or other health or life insurance programs, incentive plans, bonus arrangements and disability and termination arrangements or policies for employees of the Stations. Seller acknowledges and covenants that Buyer will have no obligations of any kind under such plans following Closing.

ARTICLE 3: BUYER REPRESENTATIONS AND WARRANTIES

Buyer hereby makes the following representations and warranties to Seller:

3.1 Organization. Buyer is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and is qualified to do business in the jurisdiction in which the Station Assets are located. Buyer has the requisite power and authority to execute, deliver and perform this Agreement and all of the other agreements and instruments to be executed and delivered by Buyer pursuant hereto (collectively, the “Buyer Ancillary Agreements”) and to consummate the transactions contemplated hereby.

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

subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

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

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

3.5 Qualification. Buyer is legally, financially and otherwise qualified to be the licensee of, acquire, own and operate the Station under the Communications Act and the rules, regulations and policies of the FCC. To Buyer's knowledge, there are no facts that would, under existing law and the existing rules, regulations, policies and procedures of the FCC, disqualify Buyer as an assignee of the FCC Licenses or as the owner and operator of the Station. The FCC Application will not include a request by Buyer for a waiver of FCC rules or policy.

ARTICLE 4: SELLER COVENANTS

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

(a) operate the Station in the ordinary course of business (for avoidance of doubt, any expense reductions made consistent with Seller's past practices shall be deemed in the ordinary course of business) and in all material respects in accordance with FCC rules and regulations and with all other applicable laws, regulations, rules and orders;

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

(c) not, other than in the ordinary course of business, sell, lease or dispose of or agree to sell, lease or dispose of any of the Station Assets unless replaced with similar items of substantially equal or greater value and utility, or create, assume or permit to exist any Liens upon the Station Assets, except for Permitted Liens, and not dissolve, liquidate, merge or consolidate with any other entity;

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

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

ARTICLE 5: JOINT COVENANTS

Buyer and Seller hereby covenant and agree as follows:

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

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

5.3 Risk of Loss.

(a) Seller shall bear the risk of any loss of or damage to any of the Station Assets at all times until the Effective Time, and Buyer shall bear the risk of any such loss or damage thereafter. If prior to the Effective Time any item of Tangible Personal Property is damaged or destroyed, Seller shall repair or replace such item. If such repair or replacement is not completed prior to Closing, then Seller shall promptly repair or replace such item after Closing (with Seller's representations and warranties at Closing deemed modified to take into account any such condition), and Buyer will provide Seller access to complete such repair or replacement, except that if such damage or destruction materially disrupts operation of the Station, then Buyer may postpone Closing until the date five (5) business days after operations are restored in all material respects, subject to Section 10.1.

(b) If prior to Closing the Station is off the air or operating at a power level that results in a material reduction in coverage (a "Broadcast Interruption"), then Seller shall use commercially reasonable efforts to return the Station to the air and restore prior coverage as promptly as possible in the ordinary course of business. Notwithstanding anything herein to the contrary, if prior to Closing there is a Broadcast Interruption in excess of 24 hours, then Buyer may postpone Closing until the date five (5) business days after the Station returns to the air and prior coverage is restored in all material respects, subject to Section 10.1.

5.4 Consents. The parties shall use commercially reasonable efforts to obtain any third party consents necessary for the assignment of the Real Property and any Station Contract (which shall not require any payment to any such third party), but no such consents are conditions precedent to Closing except for Third Party Consents listed in Schedule 2.13. To the extent that any Station Contract may not be assigned without the consent of any third party, and such consent is not obtained prior to Closing, this Agreement and any assignment executed pursuant to this Agreement shall not constitute an assignment of such Station Contract; provided, however, with respect to each such Station Contract, Seller and Buyer shall cooperate to the extent feasible in effecting a lawful and commercially reasonable arrangement under which Buyer shall receive the benefits under the Station Contract from and after Closing, and to the extent of the benefits received, Buyer shall pay and perform Seller's obligations arising under the Station Contract from and after Closing in accordance with its terms.

5.5 Employees. There are no employees of Seller available for hire by Buyer at Closing.

5.6 Accounts Receivable. Buyer shall not collect any accounts receivable of Seller with respect to Station, and Buyer shall promptly pay over to Seller in full any such receivables it receives, without offset.

5.7 Actions. After Closing, Buyer shall cooperate with Seller in the investigation, defense or prosecution of any action which is pending or threatened against Seller or its affiliates with respect to the Station, whether or not any party has notified the other of a claim for indemnification with respect to such matter. Without limiting the generality of the foregoing, Buyer shall make available its employees to give depositions or testimony and shall preserve and furnish all documentary or other evidence that Seller may reasonably request.

5.8 FCC Compliance. If, after Closing, and in the event that the FCC Consent is reversed or otherwise set aside, and there is a final order of the FCC (or court of competent jurisdiction) requiring the re-assignment of the FCC Licenses to Seller, then the purchase and sale of the Station Assets shall be rescinded. In such event, Buyer shall reconvey to Seller the Station Assets free and clear of Liens other than Permitted Liens, and Seller shall repay to Buyer the Purchase Price and reassume the Station Contracts. Any such rescission shall be consummated on a mutually agreeable date within thirty days of such final order (or, if earlier, within the time required by such order). In connection therewith, Buyer and Seller shall each execute such documents (including execution by Buyer of instruments of conveyance of the Station Assets to Seller and execution by Seller of instruments of assumption of the Station Contracts) and make such payments (including repayment by Seller to Buyer of the Purchase Price) as are necessary to give effect to such rescission.

5.9 Title Commitment.

(a) Buyer shall have the right to obtain a title commitment (“Title Commitment”) for the Real Property from a title company, licensed to do business in the state of Florida, reasonably acceptable to Buyer (“Title Company”) sufficient in form to allow Buyer to obtain at Closing, at Buyer’s sole cost and expense, a standard form of title insurance policy (“Title Policy”) insuring the Buyer’s good, marketable and indefeasible fee simple interest in the Real Property. The amount of the title insurance shall be no greater than the fair market value of the Real Property. The premiums for Title Commitment and Title Policy, including the reasonable attorneys’ fees for examination of the abstract and survey (if required by the company issuing the Title Policy) shall be paid all by Buyer and all abstracting costs in excess of the title insurance abstracting cost shall be paid by Buyer. Seller shall reasonably cooperate with Buyer (provided that Seller shall not be required to pay any consideration to Buyer or any third party other than to cure any lien disclosed by the Title Commitment) so that Buyer can promptly obtain, at its sole cost and expense, a land title survey of the Owned Real Property as of a date subsequent to the date hereof which shall evidence that: (i) there are no encroachments upon the Real Property or adjoining parcels by buildings, structures or improvements which would materially adversely affect title or materially interfere with or impair the use of the Real Property for the purpose for which it is currently used and (ii) there is road access to the Real Property from a public street or indirect access to a public street over recorded easements. The parties acknowledge and agree that it is Buyer’s intention that all standard exceptions which can be deleted by the use of customary and reasonable owner’s or seller’s affidavits or gap indemnities be deleted from the Title Commitment prior to issuance of the Title Policy, and Seller shall reasonably cooperate with Buyer in executing and delivering customary and reasonable owner’s or seller’s affidavits to the Title Company.

(b) Should Buyer elect to obtain a Title Commitment, it shall order such Title Commitment within ten (10) business days of the date of this Agreement and shall use commercially reasonable efforts to secure the receipt of a Title Commitment at the earliest possible time. Buyer shall inform Seller of the status of its decision as to securing a Title Commitment and the issuance of the Title Commitment.

5.10 Removal of Certain Personal Property. Buyer shall coordinate with Seller in the removal of any personal property (e.g., STL transmitter) that is affix to Seller real property not being sold to Buyer. Such cooperation shall include, but shall not be limited, to Buyer’s use of contractors reasonably acceptable to Seller and the scheduling of work for such days and times when such work will not have a material effect on the operations of Seller’s other stations in the DMA. This Subsection 5.10 shall survive Closing.

ARTICLE 6: SELLER CLOSING CONDITIONS

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

6.1 Representations and Covenants.

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

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

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

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

6.3 FCC Authorization. The FCC Consent pursuant to the FCC's initial order shall have been obtained.

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

6.5 Consents. Third Party Consents shall have been obtained.

ARTICLE 7: BUYER CLOSING CONDITIONS

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

7.1 Representations and Covenants.

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

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

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

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

7.3 FCC Authorization. The FCC Consent pursuant, in compliance with the terms of Section 1.9 hereof, shall have been obtained .

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

7.5 Consents. Third party Consents shall have been obtained.

7.6 Title Commitment. Should Buyer have elected, pursuant to Section 5.9, to secure a Title Commitment, such Title Commitment shall have been sought and received pursuant to the provisions of Section 5.9.

ARTICLE 8: CLOSING DELIVERIES

8.1 Seller Documents. At Closing, Seller shall deliver or cause to be delivered to Buyer:

- (i) the certificate described in Section 7.1(c);
- (ii) an assignment of FCC authorizations assigning the FCC Licenses pursuant to FCC Consent from Holdings to Buyer;
- (iii) an executed deed, in form and substance customary in the jurisdiction in which the Real Property is located, to the Real Property;
- (iv) an assignment and assumption of the Station Contracts from Seller to Buyer and Third Party Consents;
- (v) a bill of sale conveying all other Station Assets from Seller to Buyer; and
- (vi) any other instruments of conveyance, assignment and transfer that may be reasonably necessary to convey, transfer and assign the Station Assets from Seller to Buyer, free and clear of Liens, except for Permitted Liens.

8.2 Buyer Documents. At Closing, Buyer shall deliver or cause to be delivered to Seller:

- (i) the Purchase Price in accordance with Section 1.4 hereof;
- (ii) the certificate described in Section 6.1(c); and
- (iii) such other documents and instruments of assumption that may be necessary to assume the Assumed Obligations.

ARTICLE 9: SURVIVAL; INDEMNIFICATION

9.1 Survival. The representations and warranties in this Agreement shall survive Closing for a period of twelve (12) months from the Closing Date whereupon they shall expire and be of no further force or effect, except (i) those under Section 2.5 (Taxes), Section 2.9 (Environmental), and those under Sections 2.7 solely with respect to title, all of which shall survive until the expiration of any applicable statute of limitations, and (ii) that if within such applicable period the indemnified party gives the indemnifying party written notice of a claim for breach thereof describing in reasonable detail the nature and basis of such claim, then such claim shall survive until the earlier of resolution of such claim or expiration of the applicable statute of limitations. The covenants and agreements in this Agreement shall survive Closing until performed.

9.2 Indemnification.

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

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

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

(iii) the Retained Obligations; or

(iv) the operation of the Station Assets before the Effective Time, except for the Assumed Obligations.

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

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

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

(iii) the Assumed Obligations; or

(iv) the operation of the Station Assets after the Effective Time.

(c) Following Closing, neither party shall have any liability to the other party under this Section 9.2 until such party's aggregate Damages exceed an amount equal to 2.5% of the Purchase Price, after which such threshold amount shall be included in, not excluded from, any calculation of Damages and the maximum aggregate liability of a party under this Section 9.2(a) shall be in an amount equal to 20% of the Purchase Price.

9.3 Procedures.

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

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

(c) Anything herein to the contrary notwithstanding:

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

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

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

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

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

ARTICLE 10: TERMINATION AND REMEDIES

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

- (a) by mutual written consent of Buyer and Seller;
- (b) by written notice of Buyer to Seller if Seller or Holdings breaches its representations or warranties or defaults in the performance of its covenants contained in this Agreement and such breach or default is material in the context of the transactions contemplated hereby and is not cured within the Cure Period (defined below);
- (c) by written notice of Seller to Buyer if Buyer breaches its representations or warranties or defaults in the performance of its covenants contained in this Agreement and such breach or default is material in the context of the transactions contemplated hereby and is not cured within the Cure Period; provided, however, that the Cure Period shall not apply to Buyer's obligations to make the Deposit on the date hereof and to pay the Purchase Price at Closing; or
- (d) by written notice of Seller to Buyer or Buyer to Seller if Closing has not occurred on or before the first anniversary of the date of this Agreement.

10.2 Cure Period. Each party shall give the other party prompt written notice upon learning of any breach or default by the other party under this Agreement. The term "Cure Period" as used herein means a period commencing on the date Buyer or Seller receives from the other written notice of breach or default hereunder and continuing until the earlier of (i) twenty (20) calendar days thereafter or (ii) the Closing Date determined under Section 1.8; provided, however, that if the breach or default is non-monetary and cannot reasonably be cured within such period but can be cured before the Closing Date determined under Section 1.8, and if diligent efforts to cure promptly commence, then the Cure Period shall continue as long as such diligent efforts to cure continue, but not beyond the Closing Date determined under Section 1.8.

10.3 Survival. Except as provided by Section 10.5, the termination of this Agreement shall not relieve any party of any liability for breach or default under this Agreement prior to the date of termination. Notwithstanding anything contained herein to the contrary, Sections 1.5 (Deposit) (and Section 10.5 with respect to the Deposit), 5.1 (Confidentiality) and 11.1 (Expenses) shall survive any termination of this Agreement.

10.4 Specific Performance. In the event of failure or threatened failure by either party to comply with the terms of this Agreement, the other party shall be entitled to an injunction restraining such failure or threatened failure and, subject to obtaining any necessary FCC consent, to enforcement of this Agreement by a decree of specific

performance requiring compliance with this Agreement. Notwithstanding the foregoing, if prior to Closing the condition described in Section 10.1(c) exists, then Seller's sole remedy for Buyer's breach of this Agreement shall be termination of this Agreement and receipt of the liquidated damages amount pursuant to Section 10.5, except for any failure by Buyer to comply with its obligations related to the Deposit or Sections 1.9, 5.1, 5.2 or 5.3, as to which Seller shall be entitled to all available rights and remedies, including without limitation specific performance.

10.5 Liquidated Damages. If Seller terminates this Agreement pursuant to Section 10.1(c), then Buyer shall pay Seller on demand an amount equal to 20% of the Purchase Price by wire transfer of immediately available funds (a portion of which shall be satisfied by disbursement of the Deposit to Seller under Section 1.5), and such payment shall constitute liquidated damages and the sole remedy of Seller for a breach by Buyer of this Agreement. The parties acknowledge and agree that payment of such amount shall constitute payment of liquidated damages and is not a penalty and that the liquidated damages amount is reasonable in light of the substantial but indeterminate harm anticipated to be caused by 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.

ARTICLE 11: MISCELLANEOUS

11.1 Expenses. Each party shall be solely responsible for all costs and expenses incurred by it in connection with the negotiation, preparation and performance of and compliance with the terms of this Agreement. The filing fee for the FCC Application and other governmental charges applicable to the transfer of the Station Assets under this Agreement, if any, shall be paid one-half by Buyer and one-half by Seller. Each party is responsible for any commission, brokerage fee, advisory fee or other similar payment that arises as a result of any agreement or action of it or any party acting on its behalf in connection with this Agreement or the transactions contemplated hereby. Buyer has engaged the services of Fowler Media Consulting, LLC ("Fowler") and shall be solely responsible for any fees or commissions due to Fowler and shall indemnify and hold harmless Seller for any fee or commission due Fowler. The expenses associated with the services of the Escrow Agent shall be shared equally by Seller and Buyer. This Section 11.1 shall survive Closing.

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

11.3 Assignment. Neither party may assign this Agreement without the prior written consent of the other party hereto, except that Buyer may assign to an affiliate its right to acquire assets under this Agreement upon written notice to (but without need for the consent of) Seller if such assignment does not delay processing of the FCC Application,

grant of the FCC Consent or Closing, and the assignee delivers to Seller a written assumption of this Agreement. In the event of any such assignment, Buyer shall remain liable for all of its obligations hereunder, and Buyer shall be solely responsible for any third-party consents necessary in connection therewith (none of which are a condition to Closing).

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

if to Seller:

Entravision Communications Corporation
2425 Olympic Blvd., Suite 6000 West
Santa Monica, CA 90404
Attention: Jeffery A. Liberman
Email: jliberman@entravision.com

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

Entravision Communications Corporation
2425 Olympic Blvd., Suite 6000 West
Santa Monica, CA 90404
Attention: General Counsel
Email: mboelke@entravision.com

and

Thompson Hine LLP
1919 M Street, N.W., Suite 700
Washington, DC 20036
Attention: Barry A. Friedman
Email: Barry.Friedman@thompsonhine.com

if to Buyer:

Radio Training Network, Inc.
Suite 409
5015 So. Florida Avenue
Lakeland, Florida 33813
Attention: James L. Campbell
Email: GOSRAD@AOL.COM

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

A. Wray Fitch, III, Esq.
Gammon & Grange, P.C.
7th Floor
8280 Greensboro Drive
McLean, Virginia 22102
Email: AWF@GG-LAW.COM

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

11.6 Entire Agreement. This Agreement (including the Schedules hereto) constitutes the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings with respect to the subject matter hereof, except any confidentiality agreement among the parties with respect to the Station, which shall remain in full force and effect. No party makes any representation or warranty with respect to the transactions contemplated by this Agreement except as expressly set forth in this Agreement.

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

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

11.9 Governing Law. The construction and performance of this Agreement shall be governed by the laws of the District of Columbia without giving effect to the choice of law provisions thereof. Any action, suit or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with this Agreement may be brought in any state court located in Los Angeles County, California, and the parties consent to such jurisdiction and venue in any action, suit or proceeding arising out of or in connection with this Agreement. The prevailing party in a lawsuit brought to enforce the performance or compliance of any provision of this Agreement may recover reasonable attorneys' fees and costs from the non-prevailing party.

11.10 Counterparts. This Agreement may be executed in separate counterparts, each of which will be deemed an original and all of which together will constitute one and the same agreement. Delivery of an executed signature page by electronic transmission shall be effective as delivery of a manually executed original signature page of this Agreement.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

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

ENTRAVISION COMMUNICATIONS CORPORATION

By: _____

Name: Jeffery A. Liberman

Title: President and Chief Operating Officer

RADIO TRAINING NETWORK, INC.

By: _____

Name: James L. Campbell

Title: President

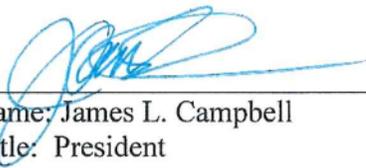
SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

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ENTRAVISION COMMUNICATIONS CORPORATION

By: _____
Name: Jeffery A. Liberman
Title: President and Chief Operating Officer

RADIO TRAINING NETWORK, INC.

By:  _____
Name: James L. Campbell
Title: President