ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made as of April 1, 2023 by and between CMG NY/Texas Radio, LLC, a Delaware limited liability company ("Seller Licensee"), and Cox Radio, Inc., a Delaware corporation ("Seller" and, collectively with Seller Licensee, the "Sellers"), Radio One of Texas II, LLC, a Delaware limited liability company ("Buyer"), and Radio One Licenses, LLC ("Buyer Licensee").

Recitals

A. Sellers own and operate the following radio broadcast stations (the "Stations") pursuant to certain authorizations issued by the Federal Communications Commission (the "FCC"):

KKBQ(FM), Pasadena, TX (ID 23083)
KTHT(FM), Cleveland, TX (ID 65308)
KHPT(FM), Conroe, TX (ID 69564)
KGLK(FM), Lake Jackson, TX (ID 59951)

B. Pursuant to the terms and subject to the conditions set forth in this Agreement, Sellers desire to sell and transfer to Buyer, and Buyer desires to purchase and assume from Sellers, the Station Assets (defined below) and the Assumed Obligations (defined below).

C. This Agreement is intended to provide for the sale, assignment, and transfer to Buyer of the Station Assets and the Assumed Obligations on the terms and subject to the conditions set forth in this Agreement, including the FCC's consent to the assignment of the FCC Licenses (defined below) from Seller Licensee to Buyer or Buyer Licensee.

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: SALE AND PURCHASE

1.1 Station Assets. On the terms and subject to the conditions hereof, on the Closing Date (defined below), Sellers shall sell, assign, transfer, convey, and deliver to Buyer, and Buyer shall purchase and acquire from Sellers, all right, title, and interest of Sellers in and to all assets, properties, interests, and rights of Sellers, real and personal, tangible and intangible, that are primarily used or held for use in the operation of the Stations, except the Excluded Assets (defined below) and including the following (collectively, the "Station Assets"):

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

(b) all of Sellers' equipment, transmitters, antennas, towers, guy wires, guy anchors, cables, vehicles, furniture, fixtures, spare parts, computers, and other tangible personal property of every kind and description, and in each case, if any, located in the Market that are used or held for use primarily in the operation of the Stations (the "Tangible Personal Property"), including those items listed on Schedule 1.1(b) attached hereto;

(c) all of Sellers' interest in any real property subject to the Real Property Leases primarily used or held for use in the operation of the Stations (including any appurtenant easements and improvements located thereon), whether owned, leased, or licensed, as listed on Schedule 1.1(c) attached hereto (the "Real Property");

(d) (i) all agreements entered into by any Seller in the ordinary course of business for the sale of advertising time on the Stations, (ii) all other operating contracts, agreements and leases that are used in the operation of the Stations and listed on Schedule 1.1(d) attached hereto, (iii) all contracts used or held for use primarily in the operation of the Stations entered into by any Seller after the date hereof in accordance with Section 4.1, and (iv) all Material Station Contracts (as defined below), Employee Agreements and all other agreements (which are not Material Station Contracts) entered into by any Seller and used or held for use primarily in the operation of the Stations (the "Station Contracts");

(e) all of Sellers' rights in and to the Stations' call letters and Sellers' rights in and to the Intellectual Property that is primarily used or held for use in the operation of the Stations, to the extent listed on Schedule 1.1(e) attached hereto (the "Transferred Intellectual Property");

(f) all interests of Sellers in all programs and programming materials and elements of whatever form or nature used or held for use primarily in the operation of the Stations, whether recorded on tape or any other substance or intended for live performance, and whether completed or in production, and all related common-law and statutory copyrights primarily used or held for use in the operation of the Stations;

(g) Sellers' rights in and to all files, documents, records, and books of account (or copies of the applicable portions thereof) primarily relating to the operation of the Stations, including the Stations' local public files, programming information and studies, blueprints, technical information and engineering data, advertising studies, marketing and demographic data, sales correspondence, lists of advertisers, credit and sales reports, and logs, in whatever form, including tangible, intangible, and electronic; and

(h) all claims (including warranty claims) deposits, and prepaid expenses primarily relating to the Stations, and Sellers' goodwill in, and the going concern value of, the Stations.

The Station Assets shall be transferred to Buyer free and clear of liens, claims, and encumbrances ("Liens") except for the Assumed Obligations and Permitted Encumbrances.

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 of Sellers;

(b) Sellers' corporate and trade names not exclusive to the operation of the Stations (including the Retained Names and Marks), charter documents, and books and records relating to the organization, existence or ownership of Sellers, duplicate copies of the records of the Stations, and all records not relating to the operation of the Stations;

(c) all contracts of insurance, all coverages and proceeds thereunder (except as set forth in Section 5.5 (Risk of Loss)) and all rights in connection therewith, including rights arising from any refunds due with respect to insurance premium payments to the extent related to such insurance policies;

(d) all pension, profit sharing plans and trusts, and the assets thereof and all other employee benefit plans and arrangements and the assets thereof, if any, maintained by Sellers (each, an "Employee Plan");

(e) each of those certain agreements or, as applicable, categories of agreements that are set forth or described on Schedule 1.2(e) attached hereto;

(f) all rights and claims of Sellers, whether mature, contingent or otherwise, against third parties with respect to the Stations and the Station Assets, to the extent arising during or attributable to any period prior to the Effective Time (defined below);

(g) all tax returns (or any portion thereof) or any other books, records and work papers related thereto;

(h) all tax refunds, credits, overpayments or prepayments (or credits in lieu thereof);

(i) all Intellectual Property owned by CMG Media Corporation, any of its direct or indirect subsidiaries, and any of its and their Affiliates (other than the Transferred Intellectual Property);

(j) all bank and other depository accounts of Sellers;

(k) all attorney work product and privileged communications of Sellers;

(l) any intercompany receivables of the Business from Sellers;

(m) any rights of or payment due to Sellers under or pursuant to this Agreement or the Seller Ancillary Agreements;

(n) all right, title, and interest of Sellers and their Affiliates in and to all assets, properties, interests, and rights, real and personal, tangible and intangible, all as acquired by Sellers in connection with the Pending Acquisition;

(o) all deposits and prepaid expenses (and rights arising therefrom or related thereto), except to the extent Sellers receive a credit therefor under Section 1.5;

(p) the Stations' accounts receivable and any other rights to payment of cash consideration for goods or services sold or provided prior to the Effective Time or otherwise arising during or attributable to any period prior to the Effective Time (for purposes of clarity, regardless of whether or not such amounts constitute current assets or are collectible) (the "A/R")) and the sum of all other current assets (as determined in accordance with GAAP) of the Business as of the Effective Time; and

(q) the assets listed on Schedule 1.2 attached hereto.

1.3 Retained Liabilities. Upon the terms and subject to the conditions of this Agreement, as of and after the Closing, Buyer shall assume and shall thereafter be obligated for, and shall agree to pay, perform and discharge in accordance with their terms, all of the Assumed Obligations. Except for the Assumed Obligations, notwithstanding anything in this Agreement to the contrary, Buyer does not assume and will not be deemed by execution and delivery of this Agreement or any agreement, instrument or document delivered pursuant to or in connection with this Agreement or otherwise by reason of the consummation of the transactions contemplated hereby, to have assumed, any liabilities, obligations or commitments of Sellers or any of their Affiliates of any kind, whether or not disclosed to Buyer, including any liability or obligation of Sellers or any of their Affiliates under any contracts not included in the Station Contracts (the "Retained Liabilities").

1.4 Purchase Price. The purchase price to be paid for the Station Assets shall be Twenty-Seven Million Five Hundred Thousand Dollars ($27,500,000.00), subject to adjustment pursuant to Section 1.5 (the "Purchase Price").

1.5 Prorations and Adjustments.

(a) 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 Buyers and Sellers as of 11:59 p.m. on the day immediately preceding the Closing Date (the "Effective Time"). Such prorations shall be based upon the principle that Sellers are entitled to all operating revenue earned and are responsible for operating expenses paid or accruing in connection with the Stations' operations and Station Contracts (including Buyers' allocated portion of any Shared Contracts) prior to the Effective Time, and Buyers are entitled to such operating revenue earned, and are responsible for such operating expenses accruing on and after the Effective Time. Such prorations shall include without limitation all FCC regulatory fees payable with respect to the FCC Licenses, utility expenses, rent, deposits, property and similar ad valorem taxes (if any), and other amounts under Station Contracts, and similar prepaid and deferred items. All prorations and adjustments shall be made at Closing to the extent practicable. Sellers will provide to Buyer a statement with its good faith estimates of the prorations contemplated by this Section 1.5(a) and Section 1.5(b), together with a schedule, in reasonable detail, setting forth the components of such calculations, no later than five (5) Business Days prior to the Closing Date (including any changes thereto made by the Seller pursuant to the remaining portions of this Section 1.5(a), the "Estimated Prorations Statement"). Buyer may review and provide written notice to Sellers of any comments made by Buyer in good faith to the Estimated Prorations Statement on or prior to the second (2nd) Business Day following the date on which the Estimated Prorations Statement is delivered to Buyer. Sellers will review and consider in good faith any comments provided to Sellers pursuant to the preceding

sentence and, if Seller agrees with any such comments from Buyer, incorporate such changes into the Estimated Prorations Statement and deliver the updated Estimated Prorations Statement (if any) to Buyer at lease one (1) Business Day prior to the Closing Date. The prorations set forth in the Estimated Prorations Statement, which shall be done in accordance with this Section 1.5, will be made at the Closing by adjusting the Purchase Price by the balance (which may be positive or negative) of the prorated income less the prorated expenses set forth therein (the "Estimated Adjustment Amount"). As to those prorations and adjustments not made at Closing, any further adjustment shall be made after Closing in accordance with provisions set forth in Section 1.5(c) through Section 1.5(h). Notwithstanding the foregoing, in the event the Closing Date is accelerated to occur on the day before the Termination Date or is designated to occur on less than ten (10) Business Days' notice, the initial Estimated Prorations Statement delivered by Sellers will be used for purposes of the Closing (or if no such initial Estimated Prorations Statement is delivered, the Estimated Adjustment Amount will be deemed to be $0), and in each case, subject to adjustment in accordance with the remaining provisions of this Section 1.5.

(b) Notwithstanding anything to the contrary in this Section 1.5, with respect to trade, barter, or similar agreements for the sale of time for goods or services that are included in the Station Contracts, if at Closing (i) the Stations have a negative barter balance (*i.e.*, the amount by which the value of air time to be provided by the Stations after Closing exceeds the fair market value of corresponding goods and services to be received by the Stations after Closing) in excess of $20,000 (the "Barter Threshold"), then such balance in excess of the Barter Threshold shall be treated as prepaid time sales and adjusted for as a proration in Buyer's favor, or (ii) the Stations have a positive barter balance (*i.e.*, the amount by which the value of goods and services to be received by the Stations after Closing exceeds the fair market value of the corresponding air time to be provided by the Stations after Closing), in excess of the Barter Threshold, then such balance in excess of the Barter Threshold shall be treated as prepaid time sales and adjusted for as a proration in Sellers' favor.

(c) Within sixty (60) days after the Closing, Buyer shall prepare and deliver to Sellers a proposed pro rata adjustment of income and expenses in the manner described in this Section 1.5 for the Stations as of the Effective Time (the "Settlement Statement"), together with a schedule setting forth, in reasonable detail, the components thereof and the balance (which may be positive or negative) of the prorated income less the prorated expenses (the "Closing Adjustment Amount").

(d) Sellers shall have thirty (30) days following the earlier of receipt of the Settlement Statement or the expiration of the 60-day period set forth in Section 1.5(c) if no Settlement Statement is delivered within such time period (the "Review Period") in which to review Settlement Statement (or if no such Settlement Statement was delivered in accordance with Section 1.5(c), the Estimated Prorations Statement). In the event Sellers do not object to the Settlement Statement (or if no Settlement Statement was delivered in accordance with Section 1.5(c), the Estimated Prorations Statement), or the proposed pro rata adjustment of income and expenses and the Closing Adjustment Amount included therein, prior to expiration of the Review Period, the Settlement Statement (or if no Settlement Statement was delivered in accordance with Section 1.5(c), the Estimated Prorations Statement), and the proposed pro rata adjustment of income and expenses and the Closing Adjustment Amount included therein, shall be deemed agreed to and accepted by Sellers for all purposes of this Agreement as the Final Adjustment

Amount (defined below), including for purposes of determining the adjustment payment (if any) to be made pursuant to Section 1.5(h). In the event Sellers object to the Settlement Statement (or, if no Settlement Statement was delivered in accordance with Section 1.5(c), the Estimated Prorations Statement), Sellers shall give written notice to Buyer specifying their objections in reasonable detail and the basis therefor prior to the expiration of the Review Period (the "Objection Notice"). During the fifteen (15) Business Day period following Buyer's receipt of the Objection Notice (or such longer period as the parties may mutually agree on in writing) (the "Resolution Period"), Buyer and Sellers shall attempt to resolve the differences specified in the Objection Notice, and any resolution by them (evidenced in writing) of such differences (the "Agreed Adjustments") shall be final, binding and conclusive. In the event Buyer and Sellers resolve all disputed items set forth in the Objection Notice by the Agreed Adjustments, the Agreed Adjustments shall be deemed agreed to and accepted by Buyer and Sellers for all purposes of this Agreement, and the Closing Adjustment Amount, as amended by the Agreed Adjustments, shall constitute the Final Adjustment Amount, including for purposes of determining the adjustment payment (if any) to be made pursuant to Section 1.5(h).

(e) If at the conclusion of the Resolution Period, any objections raised by Seller remain unresolved, then the amounts so in dispute (the "Disputed Items") shall be submitted to a nationally recognized firm of independent public accountants (the "Independent Accountant") mutually selected and retained by Sellers and Buyer within ten (10) Business Days after the expiration of the Resolution Period (which firm shall not have any material relationship with Buyer or Sellers or any of their respective Affiliates). Buyer and Sellers shall promptly provide their presentations, supporting materials and assertions regarding the Disputed Items in writing to the Independent Accountant and to each other and the Independent Accountant shall determine and resolve, based solely on presentations, supporting materials and assertions by Buyer and Sellers, and not by independent review, the proper calculation of the Disputed Items. In resolving the Disputed Items, the Independent Accountant's determination with respect to any specific Disputed Item shall be no higher or lower than the respective amounts proposed by Buyer and Sellers with respect to such Disputed Item. The Independent Accountant's determination shall be made within thirty (30) Business Days of its selection and retention for such purpose (or such longer period as the parties may mutually agree on), shall be set forth in a written statement delivered to Buyer and Sellers, shall include a Final Adjustment Amount and shall be final, binding and conclusive on the parties hereto. The pro rata adjustment of income and expenses shall be adjusted to reflect all Agreed Adjustments and the resolution of all Disputed Items by the Independent Accountant and, as so adjusted, shall be the final pro rata adjustment of income and expenses and the Final Adjustment Amount (as defined below) for all purposes of this Agreement, including for purposes of determining the adjustment payment (if any) to be made pursuant to Section 1.5(h).

(f) The parties hereto shall make available to each other and each other's representatives and, if applicable, the Independent Accountant, such books, records and other information (including work papers and other relevant materials prepared by accountants and auditors) and personnel, in each case, subject to entry into customary confidentiality and access letters (if requested), as any of the foregoing may reasonably request to prepare or review the Settlement Statement (or, if no Settlement Statement was delivered in accordance with Section 1.5(c), the Estimated Prorations Statement) or any matters submitted to the Independent Accountant. Any access pursuant to this Section 1.5(f) shall be conducted upon receipt of reasonable advance notice and during normal business hours under the supervision of personnel in

compliance with and subject to health, safety and security requirements, and in such a manner as not to interfere unreasonably with the business and operations of, in each case, the person the books and records or personnel of which are being accessed. Notwithstanding the foregoing in this Section 1.5(f), neither party nor any party's Affiliates shall be required to (i) take any action that would constitute a waiver of attorney-client or other similar privilege, contravene any applicable law or compromise the confidential information of such person not related to the Business or (ii) supply the requesting party or any of its representatives with any information that, in the reasonable judgment of such person, such person is under a contractual or legal obligation not to supply; provided, however in the case of clause (i) and (ii), the disclosing party shall provide redacted versions of such materials if reasonably necessary for the calculations provided herein to the extent such redacted versions do not conflict with clauses (i) and (ii).

(g) The fees and expenses of the Independent Accountant shall be paid proportionately by Buyer and Sellers based on the determination of the Independent Accountant of the unresolved objections submitted to it pursuant to Section 1.5(e). The calculation of such proportionate payments shall be based on the relative position of the determination of the Independent Accountant in comparison to the positions submitted to it by Buyer and Sellers pursuant to Section 1.5(e), such that the prevailing party pays the lesser proportion of such fees, costs and expenses.

(h) Promptly (but not later than three (3) Business Days) after a determination of the final balance (which may be positive or negative) of the prorated income less the prorated expenses (the "Final Adjustment Amount") pursuant to this Section 1.5 that is final and binding as set forth herein (i) Buyer shall pay to Sellers the amount, if any, by which the Final Adjustment Amount exceeds the Estimated Adjustment Amount or (ii) Sellers shall pay to Buyer the amount, if any, by which the Estimated Adjustment Amount exceeds the Final Adjustment Amount. All payments made pursuant to this Section 1.5(h) shall be made by wire transfer in immediately available funds to an account designated by the recipient party.

1.6 Allocation of Purchase Price. The Buyer and the Sellers agree that the fair market value of the Station Assets will be appraised by Bond and Pecaro or another accounting or appraisal firm mutually agreed upon by the parties (the "Appraisal"). All costs and expenses of the accounting or appraisal firm in preparing the Appraisal shall be borne solely by the Buyer. Within ninety (90) days of the Closing Date, the Buyer shall deliver to the Sellers a copy of the Appraisal and an allocation statement with its proposed allocation of the applicable portions of the Purchase Price in accordance with the Appraisal and Section 1060 of the Code and the Treasury Regulations promulgated thereunder (and any similar provisions of state, local, or non-U.S. law, as appropriate). From and after the date hereof and through such 90-day period, the Sellers and the Buyer shall cooperate with each other, as and to the extent reasonably requested by the Buyer, in connection with matters relating to the Appraisal and such allocations. If the Sellers do not notify the Buyer prior to the close of business on the date that is thirty (30) days after the date of receipt by the Sellers of the Appraisal and such allocation statement that it disputes any of the Buyer's allocations, the allocations set forth in the Buyer's allocation statement shall be final and binding on the parties and the parties shall complete and timely file any necessary tax forms, and their respective tax returns, in accordance with such allocations. If the Sellers notify the Buyer within such thirty (30) day period that it disputes any of the Buyer's allocations, the parties shall negotiate in good faith to finalize such disputed allocation(s) no later than thirty (30) days after the date of

receipt by the Buyer of such notice from the Sellers. If the Buyer and the Sellers are unable to agree on such allocation(s) within such thirty (30) day period, then the parties shall have no further obligation under this Section, and each party shall make its own determination of such allocation for tax reporting purposes, which determination, for the avoidance of doubt, shall not be binding on the other party. If an allocation schedule is agreed upon by the parties in accordance with this Section, neither the parties nor any of their respective Affiliates shall take any position on any tax return or in any tax contest, proceeding, audit, appeals, or litigation which is inconsistent with the agreed upon allocation unless otherwise required by a final determination within the meaning of Section 1313(a) of the Code (or any similar provision of state, local or non-U.S. tax law) without first giving the other party prior written notice; provided, however, that nothing contained herein shall prevent Buyer or Sellers from settling any proposed deficiency or adjustment by any taxing authority based upon or arising out of the allocation, and neither Buyer nor Sellers shall be required to litigate before any court any proposed deficiency or adjustment by any taxing authority challenging the allocation.

1.7 Closing. The consummation of the sale and purchase of the Station Assets and the assumption of the Assumed Obligations pursuant to this Agreement (the "Closing") shall take place on a date designated by Buyer and reasonably agreeable to Sellers that is after the FCC Approval Date and that is no later than ten (10) Business Days after the date on which all of the conditions in Article 6 (including Section 6.3) and Article 7 (including Section 7.3) are satisfied or waived (other than those conditions that, by their terms, are intended to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions), or, if sooner, the day before the Termination Date (defined below); or such other date after the FCC Approval Date that is mutually agreed to by Buyer and Sellers; provided, however, that if Buyer does not designate such a date or Sellers do not agree to Buyer's designated date, the Closing shall take place on the tenth (10th) Business Day following the date on which (i) all of the conditions in Article 6 (including Section 6.3) and Article 7 (including Section 7.3) are satisfied or waived (other than those conditions that, by their terms, are intended to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions); and (ii) the following have occurred: (x) the FCC Approval Date; (y) receipt of the Divestiture Trust Consent or the Divestiture Sale Consent for KROI (each term as defined in Schedule 1.8); and (z) receipt of the Divestiture Trust Consent or the Divestiture Sale Consent for KTHT (each term as defined in Schedule 1.8). The date on which the Closing is to occur is referred to herein as the "Closing Date."

1.8 FCC Consent. No later than ten (10) Business Days after the date of this Agreement, Buyer and Sellers shall file applications (the "FCC Applications") requesting FCC consent to the assignment of the FCC Licenses from Seller Licensee to Buyer (the "FCC Consent"). The Sellers, on the one hand, and the Buyer, on the other hand, shall bear equally the cost of FCC filing fees relating to the FCC Applications. Sellers and Buyer shall diligently prosecute the FCC Applications. Each party shall promptly provide the other with a copy of any pleading, order or other document served on it relating to the FCC Applications, and shall furnish promptly all information required by the FCC. Buyer and Sellers shall notify each other of all documents filed with or received from the FCC or any other governmental agency with respect to this Agreement or the transactions contemplated hereby. Buyer and Sellers shall furnish each other with such information and assistance as the other may reasonably request in connection with their preparation of the FCC Applications. Subject to the terms and conditions of this Agreement, each of Sellers and Buyer shall use its reasonable best efforts to take all actions, and to do all other things

necessary, proper, or appropriate to consummate the transactions contemplated hereby as soon as practicable and to resolve the objections, if any, as may be asserted by the FCC or any other governmental agency with respect to the transactions contemplated by this Agreement. The Buyer and the Sellers shall oppose any petitions to deny or other objections filed with respect to the FCC Applications to the extent such petition or objection relates to any such party. Neither Sellers nor Buyer shall take any intentional action that would, or intentionally fail to take such action the failure of which to take would, reasonably be expected to have the effect of causing the FCC to deny or materially delay the grant of the FCC Consent. For purposes of this Agreement, the term "Final" shall mean that action shall have been taken by the FCC (including action duly taken by the FCC's staff, pursuant to delegated authority) which shall not have been reversed, stayed, enjoined, set aside, annulled or suspended; with respect to which no timely request for stay, petition for rehearing, appeal, certiorari or *sua sponte* action of the FCC with comparable effect shall be pending; and as to which the time for filing any such request, petition, appeal, certiorari or for the taking of any such *sua sponte* action by the FCC shall have expired or otherwise terminated. As may reasonably be necessary to facilitate the grant of the FCC Consent, in the event that in order to obtain the FCC Consent in an expeditious manner, it is necessary for the Buyer to enter into a customary assignment, assumption, tolling, or other similar arrangement with the FCC to resolve any complaints with the FCC relating to the Stations, the Buyer shall enter into such a customary assignment, assumption, tolling or other arrangement with the FCC. Without limiting the foregoing, each of Buyer, Buyer Licensee, and Sellers shall comply with their respective obligations under Schedule 1.8, including, if necessary, Sellers joining Buyer in requesting from the FCC any extensions of time in which to consummate the Closing.

ARTICLE 2: SELLERS REPRESENTATIONS AND WARRANTIES

Sellers represent and warrant to Buyer as follows:

2.1 Organization. Sellers are duly organized, validly existing and in good standing under the laws of the jurisdiction of their organization, and qualified to do business in the State of Texas. Sellers have the requisite power and authority to own and operate the Stations, to carry on the Business (defined below) as now conducted by them, and to execute, deliver and perform this Agreement and the Seller Ancillary Agreements.

2.2 Authorization. The execution, delivery, and performance by Sellers of this Agreement and the Seller Ancillary Agreements have been duly authorized and approved by all necessary action of Sellers (the "Seller Authorization") and do not require any further authorization or consent of Sellers. This Agreement, the Transition Services Agreement, the Sublease Agreement, and all other agreements, certificates, undertakings, and deliveries to be made by Sellers pursuant hereto (the "Seller Ancillary Agreements") are legal, valid, and binding agreements of Sellers enforceable in accordance with their respective 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. The execution, delivery, and performance by Sellers of this Agreement and the Seller Ancillary Agreements does not conflict with any organizational

documents of Sellers or any law, judgment, order, or decree to which Sellers are subject, and does not require the consent, approval or authorization, or filing with, any third party or any court or governmental authority, except (a) the FCC Consent, (b) Station Contracts that are not Material Stations Contracts for which the failure to obtain counter-party consent would not, individually or in aggregate, be material to the Stations or the Business, and (c) counter-party consent to assign those Material Station Contracts so designated on Schedule 2.8.

2.4 FCC Licenses.

(a) Seller Licensee holds the FCC Licenses listed on Schedule 1.1(a). The FCC Licenses constitute all the authorizations that are required to operate the Stations as operated as of the date of this Agreement in compliance in all material respects with the Communications Act of 1934, as amended (the "Communications Act"), and the rules, regulations, and published policies of the FCC (the "FCC Rules"). The FCC Licenses are in full force and effect and have not been revoked, suspended, canceled, rescinded, or terminated and have not expired. Sellers have not received written notice from the FCC of any pending, and to Sellers' Knowledge, there is not any threatened, action by or before the FCC to revoke, suspend, cancel, rescind, or modify any of the FCC Licenses (other than proceedings relating to FCC rules of general applicability), and (ii) no order to show cause, notice of violation, notice of apparent liability, or notice of forfeiture or complaint pending or threatened against Sellers or the Stations by or before the FCC. Sellers and the Stations are in material compliance with the FCC Licenses, the Communications Act, and the FCC Rules.

(b) During the current license term for each of the Stations, all material reports and filings required to be filed with, and all regulatory fees required to be paid to, the FCC by Sellers with respect to the Stations have been timely filed and paid. All such material reports and filings are accurate and complete, except for such inaccuracies and omissions that, individually or in the aggregate, has not had and would not be reasonably likely to have a material adverse effect.

(c) Except as set forth on Schedule 2.4(c), to Sellers' Knowledge, there are no matters relating to any Seller or any Station (but not to Buyer nor any affiliate thereof) that would reasonably be expected to (i) result in the FCC's refusal to grant the FCC Consent, (ii) materially delay obtaining the FCC Consent, or (iii) cause the FCC to impose a material adverse condition or conditions on its granting of the FCC Consent except for any conditions normally found on such a consent generally applicable to radio stations.

(d) No representations or warranties are being made by Sellers with respect to the Communications Act, the FCC Rules, or FCC Licenses pursuant to Section 2.10, Section 2.12 or Section 2.13.

2.5 Taxes. Sellers have timely filed all foreign, federal, state, county, and local income, excise, property, sales, use, franchise and other tax returns and reports which are required to have been filed by them under applicable law in connection with the Business since the Lookback Date and have paid all taxes which have become due pursuant to such returns or pursuant to any assessments which have become payable in connection with the Business. All such filed tax returns are true, complete and correct in all material respects; except as set forth in Schedule 2.5, no deficiency in payment of any taxes related to the Station Assets for any period has been asserted

by any taxing authority which remains unsettled as of the date hereof; and since the Lookback Date no written inquiries have been received from any taxing authority with respect to possible claims for taxes or assessments on the Station Assets.

2.6 Personal Property. Except as set forth on Schedule 2.6, to Sellers' Knowledge, each material item of Tangible Personal Property is in good operating condition and repair, is free from material defect or damage, is functioning in the manner and purposes for which it was intended, has been maintained in accordance with industry standards and applicable law, and is available for immediate use in the operations of the Stations as currently conducted.

2.7 Real Property. Schedule 1.1(c) (as supplemented by Schedule 2.7) contains a description of all real property used or held for use primarily in the Business, none of which is owned real property. Schedule 1.1(c) includes a description of any lease, license or similar agreement under which Sellers is lessee or licensee of, or holds, uses, or operates, any real property in the Business (the "Real Property Leases," and the underlying leased real property, the "Leased Real Property"). The Real Property Leases provide sufficient legal and practical access to the Stations' facilities without need to obtain any other access rights. To Sellers' Knowledge, no part of any Real Property is subject to any pending or, to Sellers' Knowledge, threatened suit for condemnation or other taking by any public authority. To Sellers' Knowledge all buildings, guy anchors, ground radials and other improvements included in or located on the Real Property are in good operating condition and repair, free from material defect or damage, comply with applicable zoning, health, and safety laws and codes, and are located within the boundaries of the premises leased or licensed under the Real Property Leases and of the underlying owned or leased real property belonging to the lessor or licensor under each Real Property Lease. Except as set forth on Schedule 1.1(c), the Sellers have not subleased, assigned, or otherwise granted to any person the right to use or occupy any portion of any Real Property. Sellers have delivered to Buyer complete and correct copies of each Real Property Lease, together with all amendments, attachments, annexes, exhibits, and similar thereto.

2.8 Contracts.

(a) Schedule 2.8 contains a list as of the date hereof of the following contracts used in the operation of the Stations and primarily relating to the Business, the Station Assets, or any of the Stations, to which a Seller is a party (other than Employee Plans and contracts related thereto, all of which are Excluded Assets) (the "Material Station Contracts"):

(i) any programming contract under which it would reasonably be expected that Sellers or the Business would make aggregate payments of $50,000 or more during any twelve (12) month period or, if less, the remaining term of such contract;

(ii) any partnership, joint venture or other similar contract;

(iii) any contract for capital expenditures (other than capital expenditures set forth in the budget provided to Buyer prior to the date of this Agreement) for an amount in excess of $50,000 during any twelve (12) month period or, if less, the remaining term of such contract;

(iv) any Real Property Lease;

(v) any (i) employment contract with an Employee (other than offer letters) or (ii) other contract with an individual consultant that provides for, or would result in if in effect for such period, base compensation in excess of $75,000 during any twelve (12) month period;

(vi) any contract not otherwise disclosed pursuant to the other subsections of this Section 2.8(a) which is (A) not terminable by Sellers without penalty on ninety (90) days' notice or less, and (B) provides for payments in an amount in excess of $75,000 during any twelve (12) month period or, if less, the remaining term of such contract;

(vii) any contract, guarantee or instrument which provides for, or relates to, the incurrence by Sellers of indebtedness, including without limitation any financing lease, that constitutes an Assumed Obligation, excluding (*A*) trade payables entered into in the ordinary course of business, and (*B*) barter entered into in the ordinary course of business that would not cause an adjustment pursuant to Section 1.5;

(viii) any contract providing for exclusive dealing or that will limit, after the Closing, the freedom of Buyer or any of its Affiliates to engage or participate or compete, in any material respect, with any other person, in any line of business, market or geographic area;

(ix) any contract that grants any person an option or right of first refusal, right of first offer, "most favored nation" treatment or similar preferential right to purchase or acquire, directly or indirectly, any Station Assets;

(x) any contract pursuant to which any Seller is a lessor or lessee of any machinery, equipment, motor vehicles, office furniture, fixtures or other personal property that by its terms requires the payment of in excess of $50,000 per annum, in each case, that has not closed and paid in full;

(xi) any contract relating to the acquisition or disposition of any business or operations (whether by merger, sale of equity, sale of assets or otherwise);

(xii) any contract with a governmental entity, excluding advertising contracts;

(xiii) any Assigned Multi-Station Contract; and

(xiv) any time brokerage, joint sales, shared services, or similar agreement.

(b) Each of the Station Contracts is in effect and is binding upon the applicable Seller and, to Sellers' Knowledge, the other parties thereto (subject to bankruptcy, insolvency, reorganization, or other similar laws relating to or affecting the enforcement of creditors' rights generally), except, solely in the case of any Station Contracts that are not Material Station Contracts, to the extent such failure to be in effect or binding is not, individually or in the aggregate, material to any Station. Each Seller has performed its obligations under each of the Station Contracts in all material respects, and is not in material default thereunder, and to Sellers' Knowledge, no other party to any Station Contract is, or with the passage of time or the giving of

notice, would be, in default thereunder in any material respect, except, solely in the case of any Station Contracts that are not a Material Station Contracts, to the extent such performance or default is not, individually or in the aggregate, material to any Station. Sellers have delivered to Buyer complete and correct copies of each Material Station Contract, together with all material amendments, attachments, annexes, exhibits, and similar modifications thereto.

2.9 Environmental. Sellers have not, and to Seller's Knowledge no other person has, generated, stored, transported or released (each a "Release") any hazardous or toxic substance or waste (including petroleum products) or other material regulated under any applicable environmental, health or safety law (each a "Contaminant") on, in, from or to the Real Property, except de minimis amounts used in the ordinary course of business in compliance with applicable law. None of the Stations nor, to Seller's Knowledge, any Real Property, is subject to any order from or agreement with any governmental authority or private party regarding any Contaminant or Release. Sellers have not received in respect of any Station or any Station Assets any written notice or claim to the effect that it is or may be liable as a result of the Release of a Contaminant. To Sellers' Knowledge, none of the Stations nor any of the Station Assets is the subject of any investigation by any governmental authority with respect to a Release of a Contaminant.

2.10 Intellectual Property.

(a) Sellers have all right, title, and interest in and to all Intellectual Property necessary to the conduct of the Stations as presently operated. Schedule 1.1(e) contains a description of all material Transferred Intellectual Property. The Transferred Intellectual Property constitutes all of the material Intellectual Property which is necessary or primarily used to operate the Stations in the manner the Stations have been historically operated by Sellers. Sellers have received no notice of any claim that any Transferred Intellectual Property or the use thereof conflicts with, or infringes upon, any rights of any third party (and there is no basis for any such claim of conflict). To the Sellers' Knowledge, the Stations have the exclusive right to use the Transferred Intellectual Property and no Station programming, or other material used or broadcast by the Stations infringes upon any copyright, patent, or trademark of any other party.

(b) Schedule 1.1(e) contains a list of all patents and patent applications, trademark, service mark and copyright registrations and applications for registration, and domain names and registrations, in each case, that are included in the Transferred Intellectual Property. Each registration included in the Transferred Intellectual Property is, to the Sellers' Knowledge, is valid and enforceable, and each registration and pending application included in the Transferred Intellectual Property is subsisting. The Intellectual Property includes all patents and patent applications, trademark, service mark and copyright registrations and applications for registration, social media accounts and handles, mobile apps, websites, domain names and registrations, and other online accounts used or held for use in the Business.

(c) To the Sellers' Knowledge, the Business is not infringing, misappropriating, or otherwise violating any Transferred Intellectual Property owned by any third party in any material respect. To the Sellers' Knowledge, except as set forth in Schedule 1.1(e), the Transferred Intellectual Property is not being infringed, misappropriated, or otherwise violated by any third party in any material respect.

(d) There are no actions, suits, or proceedings by or before any court or any governmental body that are pending or, to the Sellers' Knowledge, threatened in writing regarding or disputing the infringement, misappropriation, ownership, registrability, enforceability, or use by the Seller, of any Transferred Intellectual Property, other than the review of pending patent and trademark applications by applicable governmental bodies. No Seller is not a party to any outstanding order that restricts, in any material respect, the validity, enforceability, use, or ownership of any Transferred Intellectual Property.

(e) There have been no breakdowns, continued substandard performance, or other adverse events affecting the Information Technology Systems, in the conduct of the Business, in the past twelve (12) months that have caused a material disruption or interruption outside of the ordinary course in the operation of the Business.

2.11 Employees.

(a) Schedule 2.11 contains, as of the date of this Agreement: (a) a true, correct and complete list of all Employees (defined below); and (b) each such Employee's (i) name and job title, (ii) date of hire, (iii) rate of compensation, including annual base salary or hourly wage rate (as applicable) and bonus opportunity, (iv) principal work location and employing entity, (v) leave status, (vi) status as per diem, full-time or part-time, and (vii) classification by the Sellers as exempt or non-exempt under applicable wage and hour laws. For the purposes of this Agreement, "Employee" shall mean any person employed by Sellers or an Affiliate of Sellers primarily in support of the Business or of the operations of any of the Stations and whose primary work location, unless otherwise indicated on Schedule 2.11 (if any), is assigned to the Stations' studio. To Sellers' Knowledge, no current or former Employee or independent contractor of the Sellers and its Affiliates who has provided services to the Business or any Station is in any material respect in violation of any term of any employment agreement, nondisclosure agreement, common law nondisclosure obligation, fiduciary duty, noncompetition agreement, nonsolicitation agreement, restrictive covenant or other obligation: (i) owed to the Business, any Station, or to any Seller or their Affiliates (with respect to the Business); or (ii) owed to any third party with respect to such person's right to be employed or engaged by any Seller or its Affiliates (with respect to the Business). To Sellers' Knowledge as of the date hereof, no current Employee(s) with annual base compensation in excess of $90,000, individually, or $400,000, in the aggregate among all such Employees, has given written notice of their intent to terminate their employment prior to the first (1st) anniversary of the Closing Date.

(b) Neither Seller nor any of its Affiliates is a party to any labor agreement or collective bargaining agreement in respect of the Stations or the Business or covering any Employee, and no labor union, works council or other labor organization or representative body represents any employee or, to the Sellers' Knowledge, is attempting or purporting to represent any employee.

(c) No charge, suit, or legal action against any Seller in respect of the Stations or the Business relating to laws concerning employment, employees, unfair labor practice, and/or the workplace is pending or, to the Sellers' Knowledge, threatened before the National Labor Relations Board, any state labor relations board or any court, tribunal, or other governmental body. As of the date hereof, there is no (and since the Lookback Date has not been any) lock-out, strike,

or other material labor disruption or dispute pending or, to the Sellers' Knowledge, threatened in respect of the Stations or the Business.

(d) Each Seller is, and since the Lookback Date has been, in compliance in all material respects, with all applicable laws respecting employment and employment practices, terms and conditions of employment, wages and hours, pay equity, discrimination in employment, wrongful discharge, collective bargaining, fair labor standards, occupational health and safety, or any other labor and employment-related matters, in each case, with respect to current, former and prospective Employees. Sellers are not subject to any finding or pending assertion of liability for any arrears of wages or any taxes or penalties for failure to comply with any of the foregoing.

(e) There is no strike, dispute, request for representation, slowdown or stoppage pending or threatened in respect of the Business. Buyer's consummation of the transactions contemplated by this Agreement in accordance with the terms hereof shall not, as a result of or in connection with the transactions contemplated hereby, impose upon Buyer any obligation of a Seller to any employee or former employee of a Seller, except in the ordinary course of business and Buyer's continuing employment of Transferred Employees contemplated under this Agreement.

(f) During the (12) months prior to the date of this Agreement, no Seller has engaged in or effectuated any "plant closing" or employee "mass layoff" (in each case, as defined in the WARN Act) giving rise to a notice obligation under the WARN Act or any similar state or local law, statute, rule or regulation affecting any current or former Employees.

2.12 Sufficiency of Assets; Title.

(a) Except for the Excluded Assets, the Station Assets constitute all the assets and properties of the Sellers, whether tangible or intangible, whether personal, real, or mixed, owned, leased, or licensed, wherever located, that are primarily used or held for use in the conduct of the Business or the operation of the Stations as conducted or operated by the Sellers presently and historically during the twelve (12) months prior to the date of this Agreement.

(b) Sellers have good and marketable title to the Station Assets (other than the FCC Licenses), free and clear of Liens, except for Permitted Encumbrances.

2.13 Compliance with Law. Except as set forth on Schedule 2.13, since the Lookback Date, Sellers have complied in all material respects with all laws, regulations, rules, writs, injunctions, ordinances, franchises, decrees, or orders of any court or of any foreign, federal, state, municipal, or other governmental authority which are applicable to the Stations or the Station Assets. To Sellers' Knowledge, there are no claims or investigations pending or threatened against Sellers in respect of the Stations or the Station Assets.

2.14 Financial Statements.

(a) Sellers have made available to Buyer complete copies of the following financial statements (such financial statements, collectively, the "Financial Statements"), which are attached hereto as Schedule 2.14: (i) the unaudited, combined income statement and balance sheet with respect to the Stations as of and for the fiscal year ended December 31, 2021, and (ii)

the unaudited, combined income statement and balance sheet with respect to the Stations as of and for the fiscal year ended December 31, 2022 (the "Financial Statement Date"). The Financial Statements (y) were prepared in conformity with GAAP in accordance with the books of account and other financial records of the Sellers, in each case, except as may be indicated in the notes thereto, and (z) present fairly, in all material respects, the results of operations of the Business and the Stations as of the dates thereof and for the periods indicated therein (subject to normal year-end adjustments and the absence of footnotes). Since the Financial Statement Date through the date hereof, there has been no material adverse change in the financial condition or the results of operations of the Stations.

(b) Sellers have established and maintained a system of internal accounting controls sufficient in all material respects to provide reasonable assurances that transactions are recorded as necessary to permit preparation of financial statements that are true and correct in all material respects.

2.15 No Undisclosed Liabilities. There are no liabilities or obligations of either Seller with respect to the Stations or the Business other than the Assumed Obligations and Retained Liabilities.

2.16 Litigation. Except as disclosed on Schedule 2.16, with respect to the Station Assets or operation of any of the Stations, there are no material claims, litigation, arbitrations or other legal proceedings pending against any Seller that have been served on any Seller or, to the Sellers' Knowledge, pending but not served on any Seller or threatened against any Seller.

2.17 No Finder. No broker, finder, or other person is entitled to a commission, brokerage fee, or other similar payment in connection with this Agreement or the transactions contemplated hereby as a result of any agreement or action of Sellers or any party acting on Sellers' behalf. Payment of any broker engaged by Sellers shall be Sellers' sole cost and expense.

2.18 Insurance. Sellers maintain insurance policies with respect to the Stations and the Station Assets consistent with their practices for other stations, and will maintain such policies or arrangements (or substantially similar or superior policies or arrangements) until the Effective Time. Sellers have not received notice from any issuer of such policies of its intention to cancel, terminate, or refuse to renew any policy issued by it with respect to the Stations or the Station Assets.

2.19 Data Security Requirements; IT Systems.

(a) The Sellers and the Stations, solely with respect to the conduct of the Business, or the applicable Affiliates of the Sellers, comply, and have complied, in all material respects with all applicable laws relating to data privacy and all other Data Security Requirements (defined below). No claims have been asserted or threatened in writing against Sellers, the Stations, or the Business alleging a violation of any person's privacy or personal information or data rights or regarding any Data Security Requirements. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated herein, will violate any Data Security Requirements in any material respect.

(b) All Information Technology Systems are in good working condition and, to the Sellers' Knowledge, are sufficient for the operation of the Business as currently conducted and as proposed to be conducted. Sellers or Sellers' Affiliates, the Stations, and the Business have taken all commercially reasonable steps to safeguard the confidentiality, availability, security, and integrity of the Information Technology Systems, including implementing and maintaining appropriate backup, disaster recovery, and software and hardware support arrangements and reasonable administrative, technical, and physical safeguards. Except as set forth in Schedule 2.19, in the past two (2) years there has been no malfunction, failure, substandard performance, denial-of-service, or other cyber incident, including any cyberattack, or other impairment of the Information Technology Systems that has resulted or is reasonably likely to result in disruption or damage to the Stations or the Business, and that has not been remedied.

ARTICLE 3: BUYER REPRESENTATIONS AND WARRANTIES

Buyer and Buyer Licensee represent and warrant to Sellers as follows:

3.1 Organization. Buyer and Buyer Licensee are each duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, and Buyer is qualified to do business in the State of Texas. Buyer and Buyer Licensee each have the requisite power and authority to execute, deliver and perform this Agreement and the documents to be made pursuant hereto.

3.2 Authorization. The execution, delivery, and performance by Buyer and Buyer Licensee of this Agreement, the Transition Services Agreement, the Sublease Agreement, and all other agreements, certificates, undertakings, and deliveries to be made by Buyer or Buyer Licensee pursuant hereto (the "Buyer Ancillary Agreements") have been duly authorized and approved by all necessary action of Buyer and Buyer Licensee (the "Buyer Authorization") and do not require any further authorization or consent of Buyer or Buyer Licensee. This Agreement and Buyer Ancillary Agreements are legal, valid, and binding agreements of Buyer and Buyer Licensee enforceable in accordance with their respective 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. The execution, delivery and performance by Buyer and Buyer Licensee of this Agreement and the documents to be made pursuant hereto does not conflict with any organizational documents of Buyer or Buyer Licensee or any law, judgment, order, or decree to which Buyer or Buyer Licensee is subject, and does not require the consent, approval, or authorization, or filing with, any third party or any court or governmental authority, except the FCC Consent.

3.4 Qualification. Subject to Buyer and Buyer Licensee's satisfaction of the divestitures described in Schedule 1.8, Buyer or Buyer Licensee is and through the Closing shall continue to be legally, financially, and otherwise qualified to be the licensee of, acquire control of, and is qualified to hold the FCC Licenses under the Communications Act and the FCC Rules as they exist on the date of this Agreement, including requirements relating to media ownership and

attribution, foreign ownership and control, and character qualifications with no waiver or exemption of the Communications Act and the FCC Rules. Subject to Buyer and Buyer Licensee's satisfaction of the divestitures described in Schedule 1.8, to Buyer's knowledge, there are no matters relating to Buyer or Buyer Licensee that would reasonably be expected to (i) result in the FCC's refusal to grant the FCC Consent, (ii) materially delay obtaining the FCC Consent, or (iii) cause the FCC to impose a material adverse condition or conditions on its granting of the FCC Consent except for any conditions normally found on such a consent generally applicable to radio stations.

3.5 Financial Capacity. Buyer has sufficient cash, available lines of credit or other sources of immediately available funds to enable it to make payment of the Purchase Price at Closing, plus all related fees and expenses contemplated hereby, in connection with the transactions contemplated by this Agreement and any other amounts to be paid by it in accordance with the terms of this Agreement.

3.6 Litigation. There are no material claims, litigation, arbitrations or other legal proceedings pending or, to Buyer's knowledge, threatened, against Buyer or any of its Affiliates by or before any governmental authority that would prevent or delay Buyer's ability to perform its obligations under this Agreement.

3.7 No Finder. No broker, finder or other person is entitled to a commission, brokerage fee or other similar payment in connection with this Agreement or transactions contemplated hereby (other than the divestiture transactions contemplated by Schedule 1.8 (the "Divestiture Transactions")) as a result of any agreement or action of Buyer or any party acting on Buyer's behalf. Payment of any broker engaged by Buyer (including with respect to the Divestiture Transactions) shall be Buyer's sole cost and expense.

ARTICLE 4: SELLER COVENANTS

4.1 Covenants. From the date hereof until Closing, Sellers shall operate and carry on the Business in all material respects in the ordinary course of the Business. In furtherance and not in limitation of the previous sentence, except (i) as expressly contemplated by this Agreement, (ii) as required by applicable laws or by any governmental body of competent jurisdiction, or (iii) with the prior written consent of the Buyer (which consent shall not be unreasonably withheld, delayed, or conditioned), from the date hereof until Closing, Sellers shall:

(a) keep the Stations' books and accounts, records and files in the ordinary course, preserve the business and goodwill of the Stations and the Station Assets, and pay accounts payable, and collect accounts receivable, of the Stations only in the ordinary course of business consistent with past practice;

(b) operate the Stations in all material respects in accordance with the terms of the FCC Licenses and in compliance with the Communications Act, FCC Rules, and all other applicable laws, rules and regulations, and maintain in full force and effect, and not adversely modify any of, the FCC Licenses;

(c) keep all Tangible Personal Property and Real Property in good operating condition (ordinary wear and tear excepted) and repair in all material respects and maintain

adequate and usual supplies, spare parts and other materials as have been customarily maintained in the past in the ordinary course of business, and otherwise materially preserve intact the Station Assets in all material respects and maintain in effect their current insurance policies, or comparable replacement policies, with respect to the Stations and the Station Assets;

(d) deliver to Buyer copies of combined income statements and balance sheets with respect to the Stations by the forty-fifth (45th) calendar day after the end of each calendar month, which shall present fairly the financial condition of the Stations and the results of operations for the period indicated;

(e) at the written request of Buyer, upon reasonable prior notice, from time to time give Buyer access during normal business hours to the Station Assets, and provide Buyer other readily available information concerning the Station Assets as Buyer may reasonably request; provided that such access rights shall (i) not be exercised in a manner that interferes with the operation of the Stations or the Station Assets, and (ii) comply with the reasonable security and privacy requirements of Sellers, and Buyer shall reimburse Seller for any reasonable and documented out-of-pocket third-party expenses incurred by Sellers as a result of fulfilling such request;

(f) notify Buyer promptly: (A) if any Station is off the air for a continuous period of twelve (12) hours or more, or (B) if any Station's normal broadcast transmissions are materially impaired for a continuous period of more than twenty-four (24) hours;

(g) make all capital expenditures with respect to the Stations in the ordinary course of business consistent with past practice;

(g) not materially increase the commercial load of the Stations;

(h) not, without the prior written consent of Buyer:

(i) sell, lease, or otherwise dispose of any Station Assets, except for non-material dispositions in the ordinary course of business of items which are replaced by assets of comparable or superior kind, condition, and value;

(ii) (A) materially increase the compensation or benefits payable to any Station employee, or enter into any labor, or union agreement or plan (or amendments of any such existing agreements), (B) enter into any employment agreement (or amendments of any such existing agreements) involving annual compensation of more than $75,000, or (C) make or commit to make any payment for severance or discretionary bonus to any employee of the Station, in each case, except (x) in the ordinary course of business (including annual increases in compensation in the ordinary course of business), (y) to the extent required by applicable law, agreement, the terms of any Employee Plan, or (z) with respect to discretionary bonuses, payments that are materially consistent with the timing and amounts of such bonuses made in preceding periods, provided that no agreements or commitments of the type described in (x), (y), or (z) will involve commitments of more than $75,000 individually annually or $250,000 in the aggregate;

(iii) (A) amend in a manner adverse to the Business (or otherwise in any material respect) or terminate any Material Station Contract or Real Property Lease (other than

renewals or expirations in the ordinary course of business), or (B) enter into any contract, lease, or agreement with respect to any Station which would constitute a Material Station Contract or Real Property Lease, except (x) to the extent required by applicable law, or (y) ordinary course cash time sales agreements and any other agreements entered into in the ordinary course of business that will be paid and performed in full before Closing or not included in the Station Contracts;

(iv) lay off or terminate Employees that (in and of itself without taking into account any action by the Buyer following the Closing) would result in a material liability to the Business (or, following the Closing, Buyer) under the WARN Act; or

(v) discount or otherwise reduce the amount of any of the A/R.

Seller will provide Buyer with copies of any contract, agreement, or lease entered into, amended, or terminated, and notice of the material terms of any change in compensation or benefits, or payment of any bonus, permitted without Buyer's consent in accordance with Section 4.1(h)(ii) or Section 4.1(h)(iii) reasonably promptly after the execution or occurrence thereof, or, if sooner, prior to Closing. Notwithstanding anything to the contrary set forth herein, Sellers will not be required to obtain consent from Buyer with respect to any amendment, restatement, supplement, renewal, termination or other modification or change to any Multi-Station Contract; provided, that if such amendment, restatement, supplement, renewal, termination or other modification or change would be to an Assigned Multi-Station Contract and in contravention of the covenants set forth in Section 4.1(h)(iii) with respect to the portion of such Assigned Multi-Station Contract that applies to the Stations (including any of the rights or obligations of Sellers thereunder with respect to the Stations), then Buyer shall not be required to assume such Assigned Multi-Station Contract pursuant to Section 1.1 and Section 5.9 without the prior written consent of Buyer (which may be evidenced by the applicable assignment documentation executed and delivered at Closing by Buyer explicitly identifying such Assigned Multi-Station Contract, provided that Sellers shall first have given Buyer written notice of any such amendment, including a copy of the applicable Assigned Multi-Station Contract and the amendment thereto (which copies may include redactions for portions not applicable to the Stations). Notwithstanding anything herein to the contrary, (i) Buyer shall not be entitled to indemnification under Section 9.2(a) for any Damages arising from any act or omission of any act taken at the express written request of Buyer or as a result of Buyer's refusal to provide consent to take any act prohibit by Section 4.1(h)(ii) or Section 4.1(h)(iii), and (ii) any act or omission of any act taken at the express written request of Buyer or as a result of Buyer's refusal to provide consent to take any act prohibit by Section 4.1(h)(ii) or Section 4.1(h)(iii), and the results of such act or omission of such act, shall be disregarded for purposes of determining whether Sellers have satisfied the conditions set forth in Section 7.1.

4.2 Deliveries.

(a) Estoppel Certificates. Prior to the Closing Sellers and Buyer will cooperate with one another and exercise commercially reasonable efforts to obtain and deliver to Buyer customary written estoppel certificates (each an "Estoppel Certificate") duly executed by the lessors under each of the Real Property Leases, in the form, if any, required under the applicable Real Property Leases or otherwise reasonably acceptable to Buyer.

(b) Vehicles. At or prior to the Closing, Sellers will deliver to Buyer endorsed vehicle titles conveying the Seller owned vehicles included in the Tangible Personal Property to Buyer (the "Vehicle Titles"). With respect to any vehicles leased by Sellers that are included in the Tangible Personal Property ("Leased Vehicles"), Buyer and Sellers will use commercially reasonable efforts to assign the underlying lease agreements (the "Vehicle Leases") from Sellers to Buyer from the lessors of such Leased Vehicles (the "Vehicle Lessors"). In the event that, with respect to any particular Leased Vehicle, the Vehicle Lessor does not agree to assign the applicable Vehicle Lease, Seller will purchase and acquire, at Buyer's cost and expense, such Leased Vehicle from the applicable Vehicle Lessor and convey the purchased vehicle to Buyer effective as of the Closing free and clear of Liens, other than Permitted Encumbrances (the "Leased Vehicle Buyouts"), and Sellers and Buyer will cooperate with each other and with such Vehicle Lessors as is reasonably necessary to effectuate the Leased Vehicle Buyouts.

(c) At the Closing, in addition to the documents to be delivered by the parties pursuant to this Agreement, to the extent not done prior to Closing, Sellers shall transfer to Buyer all Station Assets, either directly or via transmission electronically, where applicable, or by transferring possession of the Leased Real Property and the Station Assets located thereon and, to the extent any Tangible Personal Property is not located at the Leased Real Property, transfer to Buyer at the Leased Real Property physical possession of such Tangible Personal Property at or prior to Closing. In connection therewith, Sellers will transfer to Buyer at or prior to Closing all physical keys, electronic keys, and security codes to the Leased Real Property, all material books and records of Sellers that are included in the Station Assets (including originals of all Station Contracts, if any), and all log-in and recovery credentials for computers, the Intellectual Property, and all other password protected items, including all social media accounts, mobile apps, websites, domain names and registrations, and other online accounts that are included in the Station Assets. Any Station Assets rightfully in the possession or control of Transferred Employees at the Closing in the ordinary course of business in connection with such Transferred Employees' responsibilities as Employees will be deemed to have been transferred to Buyer at Closing.

(d) To the extent any deliveries required by Section 4.2(b) or Section 4.2(c) are not delivered to Buyer by the Closing, following the Closing each party shall take all such reasonably necessary actions to (a) execute and deliver to each other such other documents and (b) do such other acts and things as a party may reasonably request for the purpose of carrying out the transfer the Station Assets to Buyer at Closing and the intent of Section 4.2(b) and Section 4.2(c).

4.3 Exclusive Dealing. None of Sellers nor any of their respective affiliates or representatives, or any officer, director, member, manager, partner, employee, or agent of the Sellers or any of their respective affiliates shall take any action directly or indirectly, to encourage, initiate, solicit, or engage in discussions or negotiations with, or provide any information to any person other than Buyer and its affiliates and representatives concerning any purchase or sale of any of the Stations or Station Assets, or any merger, asset sale, or similar transaction involving the Stations, the Business, or any of the Station Assets.

4.4 Local Barter. Sellers will use commercially reasonable efforts to bring the balance of local barter under Station Contracts that are not Multi-Station Contracts to a level at or near zero dollars ($0) prior to Closing.

ARTICLE 5: JOINT COVENANTS

5.1 Confidentiality. Subject to the requirements of applicable law, all non-public information regarding the parties and their business and properties that is disclosed in connection with the negotiation, preparation or performance of this Agreement (the "Confidential Information") shall be confidential and shall not be disclosed to any other person or entity, except on a confidential basis to the parties' attorneys, accountants, investment bankers, investors and lenders, and their respective attorneys for the purpose of consummating the transaction contemplated by this Agreement. Notwithstanding anything to the contrary in the foregoing, each party shall be permitted to disclose any and all terms to its financial, tax and legal advisors (each of whom is subject to a similar obligation of confidentiality), and to any governmental authority or administrative agency to the extent necessary or advisable in compliance with applicable law. In the event the transactions contemplated hereby shall not be consummated, other than as may be required in connection with enforcement of this Agreement or otherwise as required by applicable law, each party will promptly return to the other party, or destroy, all copies of all Confidential Information which have been furnished in connection therewith. In the event that either party is requested or required by a governmental authority or legal proceeding to disclose any Confidential Information, such party receiving the request or requirement will promptly notify the other party of the request or requirement so that such other party may seek, with the reasonable cooperation of the party receiving the request or requirement (at the other party's sole expense) an appropriate protective order or waive compliance with the provisions of this Section 5.1 prior to such disclosure if legally permissible. If, in the absence of a protective order or the receipt of a waiver hereunder, if either party is required to disclose any Confidential Information, such party may disclose that portion of the Confidential Information that is required to be disclosed. For the avoidance of doubt, Confidential Information shall not include: (i) information in recipient's possession prior to the date hereof, other than information provided by Seller in connection with this Agreement or pursuant to the Confidentiality Agreement (defined below), (ii) in the public domain through no breach of this Agreement, or (iii) lawfully obtained from a third party who does not have an obligation to maintain confidentiality.

5.2 Announcements. Prior to Closing, no party shall, without the prior written consent of the other, issue any press release or make any other public announcement concerning the transactions contemplated by this Agreement, except to the extent that such party is so obligated by law or the rules of any stock exchange on which the securities of any party or its direct or indirect parent entity are listed, in which case such party shall give advance notice to the other, and the parties shall cooperate to make a mutually agreeable announcement.

5.3 Control. Consistent with FCC rules, control, supervision, and direction of the operation of the Stations prior to Closing shall remain the responsibility of Sellers as the holder of the FCC Licenses.

5.4 Consents. Prior to Closing, Sellers shall obtain the Required Consents (defined below) and Sellers and Buyer shall use commercially reasonable efforts to obtain the other consents noted on Schedule 2.3 hereto; provided that the parties acknowledge and agree that such third party consents are not conditions to Closing, except for the Required Consents. 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 at Closing

pursuant hereto shall not constitute an assignment thereof, but to the extent permitted by law shall constitute an equitable assignment by Sellers and assumption by Buyer of Sellers' rights and obligations under the applicable Station Contract, with Sellers making available to Buyer the benefits thereof and Buyer performing the obligations thereunder on Sellers' behalf, and Buyer and Sellers shall use commercially reasonable efforts to obtain such consents as promptly as possible following the Closing. The term "Required Consents" means the Real Property Leases identified on Schedule 5.4 (which shall include all transmission tower facility leases) and any other Station Contracts identified on Schedule 5.4 as Required Consents. Receipt of consent to assignment to Buyer of the Required Consents pursuant to Section 8.1(h) is a condition precedent to Buyer's obligation to close under this Agreement. In no event will this Section 5.4 require any Party or its Affiliates to offer or deliver any consideration, or commence or participate any litigation, in order to obtain any consent pursuant to this Section 5.4.

5.5 Risk of Loss. The risk of loss, damage or destruction to any of the Station Assets shall be borne by Sellers at all times up to the Closing, and it shall be the responsibility of Sellers to repair or cause to be repaired and to restore the Station Assets to their condition prior to any such loss, damage, or destruction in all material respects in the ordinary course of business. In the event of any such loss, damage, or destruction, without limiting the Sellers' obligations under the previous sentence, the proceeds of any claim for any loss, payable under any insurance policy with respect thereto, shall be used to repair, replace, or restore any such Station Assets to their former condition in all material respects, subject to the conditions stated below. In the event of any material loss or damage to any of the Station Assets, Sellers shall promptly notify Buyer thereof in writing upon becoming aware of such material loss or damage. Such notice shall specify with particularity the loss or damage incurred, the cause thereof (if known or reasonably ascertainable), and the insurance coverage. In the event that the Station Assets are not repaired, replaced or restored in all material respects on or before the Closing Date, Buyer at its option: (a) may elect to postpone (and if necessary re-postpone with respect to any additional material loss or damage which occurs during such postponement period) Closing, to a date that is no later than ten (10) Business Days after receipt of notice that the property has been completely repaired, replaced, or restored in all material respects (and in the event that such postponement begins within ten (10) Business Days of the Termination Date, the Termination Date shall be extended by a like amount of time, and, if necessary, Sellers shall join Buyer in requesting from the FCC any extensions of time in which to consummate the Closing that may be required in order to complete such repairs); or (b) may elect to consummate the Closing and accept the property in its then condition, in which event Sellers shall pay to Buyer all proceeds of insurance in respect thereof and assign to Buyer the right to any unpaid proceeds.

5.6 Broadcast Transmission Interruption. If, before Closing, any Station is off the air for a period of twelve (12) consecutive hours or more (a "Material Interruption"), Sellers shall give prompt written notice thereof to Buyer. Buyer may elect to postpone Closing to a date that is no later than ten (10) Business Days after the end of any such Material Interruption, including any additional Material Interruption that occurs within such ten (10) Business Day postponement period (and in the event that such postponement begins within ten (10) Business Days of the Termination Date, the Termination Date shall be extended by a like amount of time, and, if necessary, Sellers shall join Buyer in requesting from the FCC any extensions of time in which to consummate the Closing that may be required in order to complete such repairs). If regular broadcast transmission in the normal and usual manner is interrupted for twenty-four (24)

consecutive hours or more at any time prior to Closing, then (a) Sellers shall promptly give written notice thereof to Buyer and (b) Buyer shall have the right, by giving written notice, to postpone the Closing as provided above.

5.7 Employees.

(a) Transferred Employees. Reasonably prior to Closing, Buyer and Sellers will cooperate in good faith and devise a mutually agreeable process and timeframe for Buyer to notify all Employees (including the provision by Sellers to Buyer of the categories of information provided in Schedule 2.11 with respect to any Employees hired following the date hereof) that, effective as of the Closing Date, all employment agreements (whether written employment agreements included in the Material Station Contracts or employment relationships based on offer letters and company policies) (collectively, "Employee Agreements") will be continued by and assigned to Buyer and Buyer shall assume (written or unwritten, as applicable) the existing employee relationship of Seller with all Employees, effective simultaneously with the Closing. At least five (5) Business Days prior to the Closing Date, Buyer and Seller shall jointly provide written notice thereof to all Employees. The notice shall reflect such terms as are consistent with the employment terms set forth below in this Section 5.7 and conditioned on Closing, will apply to each Employee who is employed immediately prior to the Closing and who is listed on Schedule 2.11 (or who is hired after the date of such list either (i) to replace a departing Employee or (ii) with the prior, written consent of Buyer), and who is not on authorized or unauthorized leave of absence, sick leave, short or long-term disability leave, military leave or layoff with recall rights ("Active Employees"). For Employees who are on authorized leave of absence (other than routine, short-term sick leave), including but not limited to family or medical leave, short- or long-term disability leave, military leave (collectively, "Inactive Employees") shall likewise be given notice of the transfer of employment to Buyer, but providing that the transfer shall not become effective unless or until such Inactive Employee's has acknowledged to Buyer, in writing, his or her intent to return to work and resumed active employment within six (6) months after the Closing Date, or such later date as required under applicable law (the "Return Deadline"). Until the earlier of each Inactive Employee's return to work for Buyer or the Return Deadline, each Inactive Employee shall remain employed by Seller. For each Inactive Employee who has not returned to active employment by the Return Deadline, the Buyer's offer of employment may be deemed withdrawn and Seller may, at its sole discretion, terminate its employment relationship of such non-returning Inactive Employee. For the purposes hereof, all Active Employees or Inactive Employees who commence active employment with Buyer on the applicable Employment Commencement Date are referred to individually as a "Transferred Employee" and collectively as the "Transferred Employees." The "Employment Commencement Date" as referred to herein shall mean (y) as to those Transferred Employees who are Active Employees hired upon the Closing Date, the Closing Date and (z) as to those Transferred Employees who are Inactive Employees, the date on which the Transferred Employee begins employment with Buyer. Buyer shall promptly reimburse Sellers and their Affiliates for any and all costs, expenses and Liabilities incurred by Sellers or their Affiliates in connection with the termination of employment of any Employees in connection with the transactions contemplated by this Agreement (whether before, at or after the Closing), including any severance obligations and any obligations under the LTCP (whether or not such Employee becomes an employee of Buyer or one of its Affiliates).

(b) Compensation and Benefits. Except as may differ in respect of the terms of any written employment agreement assigned to and assumed by Buyer, from each Transferred Employee's Employment Commencement Date until at least one (1) year after the Closing Date, Buyer and its Affiliates will provide such Transferred Employee with (i) an annual base salary or an hourly wage rate, as applicable, that is not less than that provided to such Transferred Employee by Sellers and their Affiliates immediately prior to the Closing, and (ii) incentive compensation opportunities (including, without limitation, annual target bonuses, sales bonuses, ratings bonuses, and sales commission opportunities) that are not less favorable than those provided to such Transferred Employees by Sellers and their Affiliates immediately prior to the Closing. From each Transferred Employee's Employment Commencement Date until at least one (1) year after the Closing Date, Buyer and its Affiliates will provide such Transferred Employee with employee benefits (including, without limitation, health insurance benefits) that are not less favorable than those provided by Buyer and its Affiliates to their similarly situated employees. In addition, Buyer will provide (i) each Transferred Employee who meets the requirements of the next sentence with a bonus equal to $195,000 multiplied by a fraction, the numerator of which is such Transferred Employee's annual base salary as of his or her Employment Commencement Date and the denominator of which is the total annual base salaries of all Transferred Employees on their Employment Commencement Dates (for purposes of this clause (i), annual base salary (a) includes commissions and (b) for hourly Transferred Employees is annual base compensation, in each case, calculated for the trailing twelve months ending on the Employment Commencement Date) and (ii) each Transferred Employee who is a full-time employee on his or her Employment Commencement Date and who meets the requirements of the next sentence with an additional bonus of $1,500. The bonuses described in the preceding sentence will be paid on the first regularly scheduled payroll date immediately following the one (1) year anniversary of the Closing Date to those Transferred Employees who remain employed by Buyer or one of its Affiliates on such anniversary date (or whose employment is terminated by Buyer or any of its Affiliates without cause during the one (1) year period immediately following the Closing Date). For a period of at least one (1) year after the Closing Date, Buyer and its Affiliates shall maintain a severance plan, program, policy or arrangement for the benefit of each Transferred Employee that provides severance benefits (including, without limitation, severance pay, COBRA subsidies and outplacement services) to such Transferred Employee on such terms and in such amounts as are no less favorable than the severance plan, program, policy or arrangement in effect at Sellers and their Affiliates with respect to such Transferred Employee immediately prior to the Closing Date. Notwithstanding anything to the contrary set forth in this Agreement, Buyer may freely elect to terminate the employment of any Transferred Employee after the Closing Date, provided, however that, in the event that Buyer terminates the employment of a Transferred Employee within one year after the Closing Date, Buyer will be responsible for any severance obligations due to such employee, provided, however, that such obligations shall (a) provide for a minimum of 6 weeks severance and (b) not otherwise exceed those that would be due to a similarly-situated employee of Buyer, which, for the avoidance of doubt, is capped at twenty-four (24) weeks of compensation pursuant to Buyer's severance policy (except as set forth on Schedule 5.7). Buyer and its Affiliates will treat, and will cause each benefit plan, program, practice, policy and arrangement sponsored or maintained by Buyer or any of its Affiliates following the Closing and in which any Transferred Employee (or the spouse, domestic partner or any dependent of any Transferred Employee) is eligible to participate (each, a "Buyer Plan") to treat, for all purposes (including determining eligibility to participate, vesting, benefit accrual and level of benefits), all service with Sellers and

their Affiliates (or predecessor employers to the extent that any Seller, any of its Affiliates or any employee benefit plan, program, practice, policy or arrangement sponsored, maintained or contributed to by Buyer or any of its Affiliates for the benefit of any Employee (or the spouse, domestic partner or any dependent of any Employee) (each, a "Seller Plan") provides past service credit) as service with Buyer and its Affiliates; provided, however, that such service need not be taken into account to the extent it would result in duplication of benefits or was not taken into account for such purposes under the corresponding Seller Plan. With respect to each Buyer Plan that is a welfare plan, within the meaning of Section 3(1) of ERISA, Buyer and its Affiliates will cause such Buyer Plan (i) to waive any and all eligibility waiting periods, actively-at-work requirements, evidence of insurability requirements, pre-existing condition limitations and other exclusions and limitations with respect to the Transferred Employees and their spouses, domestic partners and dependents to the extent waived, satisfied or not applicable under the corresponding Seller Plan, and (ii) to recognize for each Transferred Employee for purposes of applying annual deductible, co-payment and out-of-pocket maximums under such Buyer Plan any deductible, co-payment and out-of-pocket expenses paid by such Transferred Employee and his or her spouse, domestic partner and dependents under the corresponding Seller Plan during the plan year of such Seller Plan in which the Closing Date occurs.

(c) Accrued Vacation. Subject to the requirements of Buyer's policies regarding vacation and sick leave and subject to any conflicting terms of any written employment agreement assigned to and assumed by Buyer, Buyer shall grant credit to each Transferred Employee a beginning balance of at least forty (40) hours in the aggregate of paid time off to be deemed accrued, earned and available for immediate use as of the Closing Date and, thereafter, each Transferred Employee may then begin accruing paid time off under the Buyer's applicable plans in conformity with the service credit applicable to each transferred employee. Buyer shall assume and discharge Sellers' obligation to provide such leave to such employees. Transferred Employees shall also be permitted to accrue, earn and use additional paid time off, with accrual beginning on the Closing Date, in an amount commensurate with the policies in place as applied to existing employees of Buyer of similar respective seniority and rank, with the date of seniority for each Transferred Employee to relate back to their respective most recent date of hire by Seller. Buyer shall provide to each Transferred Employee for at least twelve (12) months following the Closing Date, unless terminated sooner, continued compensation and benefits at least as favorable to such Transferred Employee as those provided to such Transferred Employee immediately prior to Closing.

(d) 401(k) Rollovers. Buyer shall also permit each Transferred Employee who participates in Sellers' 401(k) plan to elect to make direct rollovers of their account balances into Buyer's 401(k) plan as soon as administratively feasible after Closing, including the direct rollover of any outstanding loan balances such that they will continue to make payments under the terms of such loans under Buyer's 401(k) plan, subject to compliance with applicable law and subject to the reasonable requirements of Buyer's 401(k) plan.

(e) The Buyer and the Sellers each intend that the Transferred Employees shall have continuous and uninterrupted employment immediately before and immediately after the Closing. Sellers be liable for and shall retain any and all liabilities, whether under the WARN Act or any similar state or local law, arising out of or relating to any employee that is not a Transferred

Employee. Sellers will have no WARN Act liability or obligation with respect to Transferred Employees, and Buyer shall assume all such WARN Act liabilities and obligations with respect to (and solely with respect to) Transferred Employees.

(f) From the date hereof until the date twelve (12) months after the date of Closing, Sellers shall not, and shall cause their Affiliates to not, solicit, hire, or attempt to hire for employment any Transferred Employee without the prior written consent of the Buyer, except with respect to (i) any such employee who first approaches Sellers or who has been involuntarily terminated by Buyer, or (ii) generalized searches not specifically targeted at any Transferred Employee. Nothing in this Section 5.7(f) shall limit or modify any non-compete agreement to which any Transferred Employee becomes party after the Closing with Buyer.

(g) The terms of this Agreement are solely for the benefit of (and may be enforced only by) the parties hereto and their respective successors and permitted assigns. Without limiting the foregoing, nothing in this Agreement gives any rights to any Employee of Sellers, including any Transferred Employee, and no Employee, including any Transferred Employee, may enforce any provision of this Agreement against any of the parties hereto.

(h) Buyer and each Seller shall adopt the "standard procedure" for preparing and filing Forms W-2, as described in Revenue Procedure 2004-53.

5.8 Accounts Receivable. For a period of one hundred twenty (120) days after Closing (the "Collection Period"), Buyer shall, without charge to Sellers, use commercially reasonable efforts to collect the A/R related to the Stations in the ordinary course of business and shall apply all amounts collected from the Stations' account debtors first to the account receivable that is specified by the customer on the payment (if any), and next, to the oldest account first, unless the advertiser disputes in writing an older account and designates the payment to a newer account. Any amounts relating to the A/R that are paid directly to Sellers or their Affiliates shall be retained by Sellers. Buyer shall not discount, adjust or otherwise compromise any A/R, and Buyer shall refer any disputed A/R to Sellers. Within ten (10) calendar days after the end of each month, Buyer shall deliver to Sellers a report showing A/R collections for the prior month and Buyer shall make a payment, without offset, to Sellers (or an Affiliate of Sellers designated in writing) equal to the amount of all such collections. In the event that Sellers (or an Affiliate of Sellers) receive payment directly from an advertiser for any advertising or other services sold by Buyer with respect to the Stations after the Effective Time, Sellers shall (or shall cause such Affiliate to) deliver the amount of such payment to Buyer. At the end of the Collection Period, any remaining A/R shall be returned to Sellers for collection. Buyer shall be under no obligation to commence litigation or legal action to effect collection. Following the expiration of the Collection Period, Buyer shall have no further obligations under this Section 5.8 except to promptly pay to Sellers any amounts subsequently received by Buyer and reasonably apparent on its face or otherwise identified by the customer as payment for A/R of Sellers that was outstanding on the Closing Date.

5.9 Multi-Station Contracts.

(a) Schedule 5.9 contains a list as of the date hereof of all Multi-Station Contracts included in the Station Assets (any such contract, an "Assigned Multi-Station Contract"). Any Multi-Station Contracts which are not Assigned Multi-Station Contracts are

referred to herein as "Retained Multi-Station Contracts"). The rights and obligations under the Assigned Multi-Station Contracts that are to be assigned to and assumed by the Buyer (and included in the Station Assets and Assumed Obligations, as the case may be) shall include only those rights and obligations applicable to the Stations under the Assigned Multi-Station Contracts subject to the limitations, if any, that are set forth on Schedule 5.9 (such rights, the "Assigned Multi-Station Contract Rights", and such obligations, the "Assumed Multi-Station Contract Obligations"). Neither the rights and obligations applicable to the Other Seller Stations (defined below) under the Assigned Multi-Station Contracts (or which are not otherwise Assigned Multi-Station Contract Rights or Assumed Multi-Station Contract Obligations) nor any of the rights and obligations under the Retained Multi-Station Contracts shall be assigned to or assumed by the Buyer (such rights, the "Retained Multi-Station Contract Rights", shall be Excluded Assets and such obligations, the "Retained Multi-Station Contract Obligations", shall be Retained Liabilities, as applicable). For purposes of determining the scope of the rights and obligations under the Assigned Multi-Station Contracts, the rights, and obligations under each Assigned Multi-Station Contract shall be equitably allocated among (1) the Stations, on the one hand, and (2) the Other Seller Stations, on the other hand, in accordance with the following equitable allocation principles:

(i) any allocation set forth in the Assigned Multi-Station Contract shall control; or

(ii) if there is no allocation in the Assigned Multi-Station Contract as described in the preceding clause (i), then any reasonable allocation previously made by Sellers or any Affiliate of Sellers in the ordinary course of business, as substantiated by customary documentation shared with Buyer, with reasonable opportunity for Buyer to review and meaningfully consult with Seller, shall control;

(iii) if there is no reasonable allocation as described in the preceding clause (ii), then the quantifiable proportionate benefit to be received by the parties after Closing shall control; or

(iv) if not quantifiable as described in the preceding clause (iii), then the reasonable accommodation determined by mutual agreement of the Sellers and the Buyer shall control.

(b) Subject to any applicable third-party consents, such allocation and assignment with respect to each Assigned Multi-Station Contract shall be effectuated, as mutually agreed by Sellers and Buyer, (i) by termination of such Assigned Multi-Station Contract in its entirety with respect to the Stations and the execution of a new contract with respect to the Stations, or (ii) by an assignment to and assumption by the Buyer of the rights and obligations related to the Stations under such Assigned Multi-Station Contract in form and substance reasonably satisfactory to Sellers and Buyer. The parties shall use commercially reasonable efforts to obtain any such new contracts or assignments to, and assumptions by, the Buyer in accordance with this Section 5.9; provided, that, completion of documentation of any such allocation under this Section 5.9 is not a condition to Closing.

5.10 Cooperation. From the date of Closing and for a period of three (3) years thereafter, upon the request of Buyer and to the extent permitted by applicable law, Seller shall provide Buyer

with access to (for inspection and copying) the relevant portions of all financial, tax, and other information pertaining to the Business, the Station Assets, and the operation of the Stations prior to Closing for the purpose of Buyer's analysis and review of financial statements or information provided or created hereunder. Sellers shall also use their commercially reasonable efforts to make their accountants available, during normal business hours and with reasonable advance notice, including any work papers, opinions and financial statements relating to the Business or the Stations, to provide explanations of any documents or information provided hereunder and, subject to applicable law, to permit disclosure of such information by Buyer, including disclosure to any governmental authority, including the Securities and Exchange Commission.

5.11 After-Acquired Stations. With respect to the third-party vendor(s) set forth on Schedule 5.11 (the "Designated Vendors"), Buyer or its Affiliates have existing agreements with the Designated Vendors for similar services, which agreements (a) do not require that Buyer or its Affiliates assume any rights or obligations under the separate agreement between Seller or its Affiliates, on the one hand, and any Designated Vendor, on the other, and (b) following the Closing, the Stations (other than KTHT) will be included in applicable agreements between such Designated Vendor and Buyer. Sellers' contracts with Designated Vendors will not be Station Contracts and obligations thereunder will not be Assumed Obligations, and such contracts will instead be Excluded Assets and liabilities thereunder will be Retained Liabilities.

ARTICLE 6: SELLER CLOSING CONDITIONS

The obligation of Sellers to consummate the Closing is subject to satisfaction of the following conditions at or prior to Closing:

6.1 Bringdown. The representations and warranties of Buyer and Buyer Licensee made in this Agreement shall be true and correct in all material respects as of Closing (except those representations and warranties that address matters only as of a specified date, which shall be true and correct in all material respects as of that specified date), Buyer and Buyer Licensee shall have performed the obligations to be performed by it under this Agreement at or prior to Closing in all material respects, and Sellers shall have received a certificate dated as of Closing from Buyer (executed by an authorized officer) to the effect that the conditions set forth in this section have been satisfied (the "Buyer Bringdown Certificate").

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

6.3 FCC Consent. The grant of the FCC Consent shall be effective.

6.4 Deliveries. Buyer shall have made or stand ready to make the deliveries required to be made by it at Closing under Section 8.2 of this Agreement.

ARTICLE 7: BUYER CLOSING CONDITIONS

The obligation of Buyer to consummate the Closing is subject to satisfaction of the following conditions at or prior to the Closing:

7.1 Bringdown. The representations and warranties of Sellers made in this Agreement shall be true and correct in all material respects as of Closing (except those representations and warranties that address matters only as of a specified date, which shall be true and correct in all material respects as of that specified date), Sellers shall have performed the obligations to be performed by it under this Agreement at or prior to Closing in all material respects, and Buyer shall have received a certificate dated as of Closing from Sellers (executed by an authorized officer) to the effect that the conditions set forth in this section have been satisfied (the "Seller Bringdown Certificate").

7.2 Proceedings. Neither Sellers 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 Consent. The grant of the FCC Consent shall be effective; provided, however, that should any individual or entity file with the FCC (a) a petition to deny, (b) informal objection, or (c) other pleading, in each case, against the FCC Applications, then Buyer shall have the right to delay the Closing until such time that the FCC Consent shall have become Final.

7.4 Deliveries. Sellers shall have made or stand ready to make the deliveries required to be made by it at Closing under Section 8.1 of this Agreement.

ARTICLE 8: CLOSING DELIVERIES

8.1 Seller Deliveries. At Closing, Sellers shall deliver or cause to be delivered, as applicable, duly executed by Sellers party thereto, to Buyer:

(a) a certified copy of the Seller Authorization;

(b) the Seller Bringdown Certificate;

(c) an Assignment of FCC Licenses assigning the FCC Licenses to Buyer;

(d) an Assignment and Assumption of Contracts assigning the Station Contracts to Buyer;

(e) an Assignment and Assumption of Leases assigning the Real Property Leases to Buyer;

(f) an Assignment of Transferred Intellectual Property assigning the Stations' registered marks (if any) and other Transferred Intellectual Property to Buyer;

(g) a bill of sale conveying all Station Assets to Buyer and the Vehicle Titles;

(h) the Required Consents;

(i) in the event the Sublease Condition occurs, the Sublease Agreement;

(j) the Transition Services Agreement; and

(k) any other documents and instruments called for hereunder or reasonably requested by Buyer to consummate the transactions contemplated hereby.

8.2 Buyer Deliveries. At the Closing, Buyer shall deliver or cause to be delivered, as applicable, duly executed by Buyer or Buyer Licensee, to Sellers:

(a) the Purchase Price in accordance with the terms of this Agreement;

(b) a certified copy of the Buyer Authorization;

(c) the Buyer Bringdown Certificate;

(d) an Assignment and Assumption of Contracts assuming the obligations arising after Closing under the Station Contracts;

(e) an Assignment and Assumption of Leases assuming the obligations arising after Closing under the Real Property Leases;

(f) an Assignment of Transferred Intellectual Property assigning the Stations' registered marks (if any) and other Transferred Intellectual Property to Buyer;

(g) a bill of sale conveying all Station Assets to Buyer and the Vehicle Titles;

(h) in the event the Sublease Condition occurs, the Sublease Agreement;

(i) the Transition Services Agreement; and

(j) any other documents and instruments as Buyer and Sellers have mutually determined, working in good faith, to be reasonably necessary or appropriate to consummate the transactions contemplated hereby.

ARTICLE 9: SURVIVAL AND INDEMNIFICATION

9.1 Survival. All representations and warranties in this Agreement (including as made in any Seller Bringdown Certificate or Buyer Bringdown Certificate delivered at Closing) pursuant to this Agreement and any claims under Section 9.2(a)(iii) or Section 9.2(a)(iv) shall survive the Closing for a period of nine (9) months after the Closing, whereupon they shall expire and be of no further force and effect. All covenants and agreements contained in this Agreement, any Seller Ancillary Agreement or any Buyer Ancillary Agreement which are required to be performed on or after the Closing shall survive (and not be affected in any respect by) the Closing until fully performed in accordance with its terms (or until the applicable statute of limitations has expired, if no term for performance or specific act for completion is specified). All covenants and agreements contained in this Agreement, any Seller Ancillary Agreement or any Buyer Ancillary Agreement which by their terms are to be performed prior to the Closing (including Section 4.1) will expire and be of no further force and effect upon the occurrence of the Closing.

9.2 Indemnification.

(a) Subject to the other provisions of this Article 9, from and after Closing, Sellers 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 any Seller of any of its representations or warranties contained in this Agreement;

(ii) any breach or nonfulfillment of any agreement or covenant of any Seller under the terms of this Agreement or any Seller Ancillary Agreement;

(iii) the Excluded Assets and/or the Retained Liabilities; or

(iv) without limiting the foregoing, the Business or the operation of the Stations prior to Closing (including any third-party claim arising from such operations).

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

(i) any breach by Buyer or Buyer Licensee of any of its representations or warranties contained in this Agreement;

(ii) any breach or nonfulfillment of any agreement or covenant of Buyer or Buyer Licensee under the terms of this Agreement or any Buyer Ancillary Agreement; or

(iii) the Assumed Obligations; or

(iv) without limiting the foregoing, the Business or the operation of the Stations after Closing (including any third-party claim arising from such operations).

9.3 Limitations.

(a) Notwithstanding anything herein to the contrary, neither Sellers nor Buyer shall be required to indemnify and hold harmless the other pursuant to Section 9.2(a)(i) or Section 9.2(b)(i), as applicable, until the aggregate amount of the indemnified party's Damages resulting from any breach or inaccuracy of the indemnifying party's representations and warranties contained in this Agreement exceed $275,000 (the "Threshold"), in which case the indemnified party may only recover for Damages, in excess of the Threshold; provided, that the cumulative indemnification obligation of the indemnifying party under Section 9.2(a)(i) or Section 9.2(b)(i), as applicable, shall in no event exceed Two Million Five Hundred Thousand Dollars ($2,500,000); and provided, further, that the cumulative indemnification obligations of Sellers under any other subsection of Section 9.2(a) shall in no event exceed the Purchase Price.

(b) Notwithstanding anything herein to the contrary, none of the parties hereto shall have any liability under any provision of this Article 9 (i) for any punitive or exemplary damages, except to the extent such damages are actually awarded to a third party and (ii) any

multiple, consequential, special or indirect damages, including loss of future profits, revenue or income, damages based on any multiple of revenue or income, diminution in value or loss of business reputation or opportunity or statutory damages relating to the breach or alleged breach, whether or not foreseeable, except to the extent such damages are actually awarded to a third party.

(c) Any party making a claim for indemnification hereunder agrees to take all commercially reasonable steps to mitigate their respective Damages upon and after becoming aware of any event or condition which could reasonably be expected to give rise to any Damages that are indemnifiable hereunder, including using its commercially reasonable efforts to obtain insurance proceeds in respect thereof.

(d) Notwithstanding anything herein to the contrary, in any case where an indemnified party hereto recovers from a third party any amount in respect of a matter with respect to which the indemnifying party has indemnified the indemnified party pursuant to this Article 9 such that the amounts so recovered are in excess of the Damages with respect to such matter (and there are no Damages with respect to such matter for which the indemnified party was not paid, reimbursed, or indemnified, other than as a result of the limitations set forth in Section 9.3(a)), such indemnified party shall promptly pay over to the indemnifying party the amount so recovered, but not in excess of any amount previously so paid by such indemnifying party to or on behalf of the indemnified party in respect of such matter.

(e) Notwithstanding anything herein to the contrary, there shall be deducted from any Damages for which a party is entitled to seek indemnification under Section 9.2, an amount equal to any unaffiliated, third party insurance recovery actually recovered from an unaffiliated, third-party insurance provider (net of any actual costs of recovery or collection, deductibles, retentions, taxes, and any premium adjustments).

(f) After the Closing, and except for Section 10.3 or with respect to fraud or remedies that cannot be waived as a matter of law, the right to indemnification under this Article 9 shall be the exclusive remedy of either party in connection with or relating to this Agreement and any document or instrument delivered in connection herewith (including any Buyer Ancillary Agreement or any Seller Ancillary Agreement) and the transactions contemplated hereby and thereby; provided, that nothing in this Section 9.3(f) 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.

(g) Without limiting Section 9.3(f), this Agreement may only be enforced against, and any action, right or remedy that may be based upon, arise out of or relate to this Agreement and any document or instrument delivered in connection herewith (including any Buyer Ancillary Agreement or any Seller Ancillary Agreement) and the transactions contemplated hereby and thereby, may only be made against the persons that are expressly identified as parties hereto in their capacities as parties to this Agreement, and no party hereto shall at any time assert against any person (other than a party hereto) which is a director, officer, employee, shareholder, general or limited partner, member, manager, agent or Affiliate of another party hereto or any of their respective financial advisors, attorneys, accountants and other advisors and representatives (each, a "Nonparty"), any claim, cause of action, right or remedy, or any action, relating to this

Agreement and any document or instrument delivered in connection herewith (including any Buyer Ancillary Agreement or any Seller Ancillary Agreement) and the transactions contemplated hereby and thereby. Each party hereto hereby waives and discharges any such claim, cause of action, right, remedy and action, and releases (and agrees to execute and deliver any instrument necessary to effectuate the release of) each Nonparty therefrom. The provisions of this Section 9.3(h) are for the benefit of and shall be enforceable by each Nonparty, which is an intended third-party beneficiary of this Section 9.3(h) in connection herewith.

9.4 Procedures for Direct Claims.

(a) With respect to any indemnification sought under this Article 9 that does not involve a Third Party Claim, the indemnified party shall provide prompt written notice thereof to the indemnifying party which notice shall describe in reasonable detail (based on information then available to the indemnified party) the nature of the claim, the indemnified party's best estimate of the amount of Damages attributable to such claim and the basis of the indemnified party's request for indemnification under this Article 9.

(b) If the indemnifying party notifies the indemnified party within twenty (20) Business Days from its receipt of any notice provided pursuant to Section 9.4(a) that the indemnifying party disputes such claim, the claim shall be resolved in accordance with Section 11.7. If the indemnifying party does not timely dispute such claim, or delivers a notice of dispute that does not object to all of the Damages set forth in the claim notice, (i) the indemnifying party shall be deemed to have accepted and agreed with all or such unobjected-to portion of the claim, as applicable, and shall be conclusively deemed to have consented to the recovery by the indemnified party of all or such unobjected-to portion of the Damages specified in the claim notice and (ii) any objected-to portion of the claim shall be resolved in accordance with Section 11.7.

9.5 Procedures for Third Party Claims.

(a) Notwithstanding anything herein to the contrary, in order for a party to be entitled to any indemnification provided for under this Agreement arising out of or involving any demand, suit, claim or assertion of liability by a third party that is subject to indemnification hereunder against such indemnified party (a "Third Party Claim"), the indemnified party shall give prompt, but in any event within twenty (20) Business Days of receipt of any Third Party Claim, written notice to the indemnifying party. Such notification must include a copy of the written notice of the Third Party Claim that was received by the indemnified party, a reasonably detailed description (based on information then available to the indemnified party) of the nature of the claim, the indemnified party's best estimate of the amount of Damages attributable to such claim, and the basis of the indemnified party's request for indemnification under Article 9. 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 is thereby prejudiced (including in its ability to remedy, contest, defend or settle with respect to such Third Party Claim).

(b) The indemnifying party shall have the right to undertake the defense or opposition to such Third Party Claim with counsel selected by the indemnifying party and reasonably satisfactory to the indemnified party, by notifying the indemnified party within twenty (20) Business Days of receipt of a notice delivered pursuant to Section 9.5(a) that it elects to

assume the defense of such Third Party Claim. In the event that the indemnifying party does not elect to undertake such defense in such twenty (20) Business Day period, the indemnified party may undertake the defense, opposition, compromise or settlement of such Third Party Claim with counsel reasonably selected by it at the indemnifying party's cost.

(c) Notwithstanding anything herein to the contrary:

(i) the indemnified party shall have the right, at its own cost and expense, to participate in, but not control, the defense, opposition, compromise, or settlement of any Third Party Claim controlled by the indemnifying party pursuant to Section 9.5(b), shall bear its own costs and expenses with respect to such participation, and shall have the right to consult with the indemnifying party and its counsel concerning any Third Party Claim, and the indemnifying party and the indemnified party shall cooperate in good faith with respect to any Third Party Claim; and

(ii) the indemnifying party shall have full control of such defense and proceedings for a Third Party Claim, including any compromise or settlement thereof; provided that the indemnifying party shall not, without the indemnified party's written consent (not to be unreasonably withheld, conditioned or delayed), settle or compromise any Third Party Claim or consent to entry of any judgment which does not include (A) a release of the indemnified party from all liability in respect of such Third Party Claim or (B) (1) the sole relief is monetary damages for which the indemnified party shall be fully indemnified and which shall be paid in full by the indemnifying party (pursuant to the terms of such settlement, compromise, or judgment), and (2) there is no finding or admission of any violation of law or rights of any person or entity.

ARTICLE 10: TERMINATION AND REMEDIES

10.1 Termination. This Agreement may be terminated prior to Closing as follows:

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

(b) by written notice of Buyer (if Buyer is not then in material breach of its obligations of this Agreement such that the conditions set forth in Article 6 would not be satisfied) to Sellers if any Seller breaches in any material respect any of its representations or warranties or defaults in any material respect in the performance of any of its covenants or agreements contained in this Agreement, and (i) such breach, default or nonperformance, individually or in the aggregate, would, if occurring or continuing on the Closing Date, would give rise to the failure of a condition set forth in Article 7 to be satisfied and (ii) if curable, is not cured within the Cure Period (defined below);

(c) by written notice of Sellers (if Sellers are not then in material breach of their obligations of this Agreement such that the conditions set forth in Article 7 would not be satisfied) to Buyer if Buyer breaches in any material respect any of its representations or warranties or defaults in any material respect in the performance of any of its covenants or agreements contained in this Agreement, and (i) such breach, default or nonperformance, individually or in the aggregate, would, if occurring or continuing on the Closing Date, would give rise to the failure of a condition set forth in Article 6 to be satisfied and (ii) if curable, is not cured within the Cure Period, or by its nature or timing cannot be cured by the Termination Date;

(d) by written notice of Buyer to Sellers, or by Sellers to Buyer, if the FCC denies the FCC Application by Final order;

(e) by written notice of Seller to Buyer if (i) all of the conditions set forth in Article 7 have been satisfied or, if legally permissible, waived (other than those conditions that by their nature are to be satisfied (or validly waived) at the Closing, but which are capable of being satisfied or validly waived as of the date of termination of this Agreement pursuant to this Section 10.1(e)), (ii) Seller has given written, irrevocable notice to Buyer that (A) all of the conditions set forth in Article 6 have been satisfied, or if legally permissible, waived (other than those conditions that by their nature are to be satisfied (or validly waived) at the Closing, but which are capable of being satisfied or validly waived as of the date of termination of this Agreement pursuant to this Section 10.1(e)), and (B) Seller is ready, willing and able to consummate the Closing, and (iii) Buyer has failed to consummate the transaction contemplated by this Agreement on or prior to the date which is three (3) Business Days following the later of: the date of receipt by Buyer of Seller's notice described in (ii) of this paragraph, or the date on which the Closing should have occurred pursuant and subject to Section 1.7; or

(f) by written notice of Buyer to Sellers, or by Sellers to Buyer, if the Closing does not occur by the date one (1) year after the date of this Agreement (the "Termination Date"); provided, however, that neither party shall have the right to terminate this Agreement pursuant to this Section 10.1(f) in the event that the other party has initiated proceedings prior to the Termination Date to specifically enforce this Agreement while such proceedings are still pending.

The term "Cure Period" as used herein means a period commencing the date Buyer or Sellers receives from the other written notice of breach or default hereunder and continuing until thirty (30) calendar days thereafter. 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 5.1 (Confidentiality), 5.2 (Announcements), and 11.1 (Expenses; Attorneys' Fees) shall survive any termination of this Agreement.

10.2 Specific Performance. In the event of a breach or threatened breach by either party hereto of any representation, warranty, covenant, or agreement under this Agreement, at the non-breaching party's election, in addition to any other remedy available to it, the non-breaching party shall be entitled to an injunction restraining any such breach or threatened breach and to enforcement of this Agreement by a decree of specific performance requiring the breaching party to fulfill its obligations under this Agreement, in each case without the necessity of showing economic loss or other actual damage and without any bond or other security being required.

10.3 Termination Fee. In the event that this Agreement is terminated without Closing by Sellers (or by Buyer pursuant to Section 10.1(d) (FCC Denial) or Section 10.1(f) (Outside Date) at a time when Sellers would have had the right to receive the Termination Fee pursuant to any of Sections 10.3(a) (Buyer Breach), Section 10.3(b) (FCC Denial), Section 10.3(c) (Buyer Failure to Close at Closing) or Section 10.3(d) (Outside Date)) pursuant to:

(a) Section 10.1(c),

(b) Section 10.1(d) (in the case of Section 10.1(d), only if the denial of the FCC Application is not primarily the result of any action or inaction, or any breach of Section 1.8 of this Agreement or any noncompliance therewith, by Seller or its Affiliates, or of a written finding by the FCC in connection with such denial regarding any Seller or Affiliate of any Seller (i) that constitutes a breach by the Sellers of any representation or warranty set forth in Section 2.4 or (ii) which finds that Sellers do not possess the requisite qualifications to be an assignor of the FCC Licenses under the Communications Act or applicable FCC Rules),

(c) Section 10.1(e), or

(d) Section 10.1(f);

then (provided that at the time of any termination by Sellers pursuant to Section 10.3(a), Section 10.3(c) or Section 10.3(d) Buyer would not then be permitted to terminate this Agreement pursuant to Section 10.1(b)) the Buyer shall pay, as liquidated damages and as Sellers' sole and exclusive remedy against Buyer under this Agreement, within ten (10) Business Days of such termination an amount equal to Two Million Five Hundred Thousand Dollars ($2,500,000) (the "Termination Fee") in cash in immediately available funds by bank wire transfer to such bank account or accounts designated by Sellers for such purpose at least two (2) Business Days before the date such payment is required to be made, provided, however, that, notwithstanding anything to the contrary set forth herein, no Termination Fee shall be due if Sellers have materially breached any representation or warranty, or defaulted under any covenant or agreement, set forth in this Agreement which would have a material adverse effect on the Stations. Each of the parties hereto agrees, on behalf of itself and its respective Affiliates, successors and assigns, that (x) the liabilities and damages that may be incurred or suffered by Sellers and their Affiliates in circumstances in which the Termination Fee is payable are uncertain and difficult to ascertain, (y) the Termination Fee represents a reasonable estimate of probable liabilities and damages incurred or suffered by Sellers and their Affiliates in such circumstances, and (z) such amount is not excessive or unreasonably large, given the parties' intent and dealings with each other, and shall not be argued by any party to be or be construed as a penalty, and each party expressly waives any right to argue, assert or claim any of the foregoing as set forth in this sentence in any dispute among the parties or any of their respective Affiliates, successors or assigns, arising out of this Agreement. Notwithstanding anything herein to the contrary, (i) in no event shall Buyer be required to pay the Termination Fee on more than one occasion; (ii) upon Sellers' election to utilize the Termination Fee and payment of the Termination Fee to Sellers, Sellers right to terminate this Agreement and receive payment of the Termination Fee shall be the sole and exclusive remedy of Sellers and any of their Affiliates against Buyer and any of its Affiliates for any and all liabilities, damages, and losses that may be suffered based upon, resulting from, arising out of, or relating to this Agreement, or any Transaction Documents, including the breach of any representation, warranty, covenant, or agreement in this Agreement (whether a willful breach or otherwise), the termination of this Agreement, or the failure to consummate the transactions contemplated by this Agreement; and (iii) upon Sellers' election to utilize the Termination Fee and payment of the Termination Fee to Sellers, none of Buyer or any of its Affiliates shall have any further liability or obligation relating to or arising out of this Agreement or any Transaction Documents, including the breach of any representation, warranty, covenant, or agreement in this Agreement (whether a willful breach or otherwise), the termination of this Agreement, or failure to consummate the transactions contemplated by this Agreement. Unless and until Sellers have elected to utilize the Termination

Fee and received payment thereof, nothing in this Section 10.3 will limit or eliminate any of Sellers' other rights hereunder, including pursuant to Section 10.2, it being understood that Seller shall not under any circumstances be entitled to receive both the Termination Fee and any rights or remedies pursuant to Section 10.2 (Specific Performance), except with respect to enforcing any rights or remedies with respect to Sections 5.1 (Confidentiality), 5.2 (Announcements), and 11.1 (Expenses; Attorneys' Fees).

ARTICLE 11: MISCELLANEOUS.

11.1 Expenses; Attorneys' Fees.

(a) 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, except that all governmental taxes, fees, and charges applicable to any requests for FCC Consent, and all transfer taxes, duties, and similar (including any real estate transfer taxes), shall be shared equally by Buyer, on the one hand, and Sellers, on the other hand.

(b) Should any party hereto institute any Action to enforce any provision of this Agreement or any other Seller Ancillary Agreement or Buyer Ancillary Agreement or for Damages pursuant to Article IX or otherwise by reason of an alleged breach, inaccuracy or nonperformance of or noncompliance with any provision of this Agreement or any other Seller Ancillary Agreement or Buyer Ancillary Agreement, the prevailing party in such Action will be entitled to receive from the non-prevailing party such reasonable out-of-pocket expenses (including attorneys' fees and expenses) incurred by the prevailing party in connection with any such Action.

11.2 Further Assurances.

(a) From time to time prior to and after Closing, each party hereto shall execute all such instruments and take all such actions as any other party may reasonably request, without payment of further consideration, in connection with carrying out and effectuating the intent and purpose hereof and all transactions contemplated by this Agreement, including the execution and delivery of any and all confirmatory and other transfer documents and instruments in addition to those delivered at Closing, and any and all actions which may reasonably be necessary or requested by a party to complete the transactions contemplated hereby. The parties shall cooperate fully with each other and with their respective counsel and accountants in connection with any steps required to be taken as part of their respective obligations under this Agreement.

(b) Without limiting the foregoing in this Section 11.2, from and for twelve (12) months after Closing, Sellers shall assist, without payment of further consideration, Buyer to confirm and update usernames, passwords, passcodes, recovery phone numbers, identification questions and answers, and other information necessary or appropriate to permit Buyer to take exclusive control and ownership of any and all computers, social media accounts, mobile apps, websites, domain names and registrations, other online accounts, other Transferred Intellectual Property, and similar items that are part of the Station Assets.

11.3 Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and permitted assigns. No Seller may assign any of its rights or delegate any of its obligations hereunder, and any such attempted assignment or

delegation without such consent shall be void. Buyer will not assign its right to acquire the Station Assets (in whole or in part) without Sellers' consent (not to be unreasonably withheld, conditioned or delayed).

11.4 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 and electronic mail addresses, as the same may be changed in accordance with the provisions of this Section:

if to Sellers, then to:	CMG NY/Texas Radio, LLC c/o CMG Media Corporation 1601 W Peachtree St NE Atlanta, GA 30309 Attention: General Counsel Email: eric.greenberg@cmg.com Cox Radio, Inc. c/o CMG Media Corporation 1601 W Peachtree St NE Atlanta, GA 30309 Attention: General Counsel Email: eric.greenberg@cmg.com
with a copy (which shall not constitute notice) to:	Perkins Coie LLP 700 13th St NW Washington, DC 20005 Attention: Kyle B. Simon Email: ksimon@perkinscoie.com
if to Buyer, then to:	Radio One of Texas II, LLC 1010 Wayne Avenue, 14th Floor Silver Spring, MD 20910 Attention: Kris Simpson, General Counsel Email: ksimpson@urban1.com
with a copy (which shall not constitute notice) to:	Edinger Associates PLLC 1725 I Street, NW Washington, DC 20006 Attention: Brook Edinger Email: bedinger@edingerlaw.net

Any such notice, demand or request shall be deemed to have been duly delivered and received: (a) on the date of personal delivery, (b) on the date of receipt, if sent by registered or certified mail, postage prepaid, (c) on the next Business Day if transmitted by national overnight courier (with confirmation of delivery, or (d) if sent by email the earlier of upon affirmative confirmation of receipt (excluding out-of-office or other similar automated replies).

11.5 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.

11.6 Interpretation. Article titles and headings to Sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. The Schedules and Exhibits referred to herein shall be construed with and as an integral part of this Agreement to the same extent as if they were set forth verbatim herein (including for the avoidance of doubt and without limitation Schedule 1.8). For purposes of this Agreement, (i) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation," (ii) the word "or" is not exclusive, (iii) the words "herein", "hereof", "hereby", "hereto" and "hereunder" refer to this Agreement as a whole, (iv) the definitions contained in this Agreement are applicable without respect to any gender, (v) references herein to "$" or dollars will refer to United States dollars, unless otherwise specified, (vi) references from or through any date mean, unless otherwise specified, from and including such date or through and including such date, respectively, (vii) references to any period of days will be deemed to be to the relevant number of calendar days, unless otherwise specified, (viii) references to "contracts" or "agreements" shall be interpreted to have the same meaning. When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is not a Business Day, the period in question shall end on the next succeeding Business Day. Unless the context otherwise requires, references herein (a) to Articles, Sections, Exhibits, and Schedules mean the Articles and Sections of, and the Exhibits and Schedules attached to, this Agreement and (b) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and by this Agreement. This Agreement and all agreements, certificates, and undertakings entered into or delivered in connection herewith shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. References to a "party hereto" or the "parties hereto" or similar phrases shall refer to the Sellers and the Buyer.

11.7 Exclusive Jurisdiction; Court Proceedings; Jury Trial Waiver.

(a) The parties hereto agree that any legal action seeking to enforce any provision of, or based on any matter arising out of, relating to, or in connection with, this Agreement or the transactions contemplated hereby shall be brought exclusively in the Chancery Court of the State of Delaware and any state appellate court therefrom or, if such court lacks subject matter jurisdiction, exclusively in the United States District Court sitting in New Castle County in the State of Delaware or, if such court lacks subject matter jurisdiction in, exclusively in any Delaware state court, and each of the parties hereby irrevocably consents to the exclusive jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection or defense that it may now or hereafter have to the laying of the venue of any such suit, action or

proceeding in any such court or that any such suit, action or proceeding brought in any such court has been brought in an inconvenient or improper forum. The parties consent to and grant any such court jurisdiction over the parties and over the subject matter of such dispute. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, each party agrees that service of process on such party as provided in Section 11.4 (Notices) shall be deemed effective service of process on such party. Nothing in the Agreement will affect the right of any party to serve process in any other matter permitted by law.

(b) EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY PROCEEDING (WHETHER IN CONTRACT OR TORT OR OTHERWISE) DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATED IN ANY WAY TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (INCLUDING ANY ACTION, PROCEEDING, CLAIM OR, COUNTERCLAIM INVOLVING ANY DEBT FINANCING SOURCE AND THEIR RESPECTIVE NONPARTY AFFILIATES).

11.8 Applicable Law. This Agreement (including the construction and performance of this Agreement), and any dispute or controversy related to or arising, directly or indirectly, out of or caused by or resulting from this Agreement (whether in contract, tort or statute), shall be governed by the internal laws of the State of Delaware (explicitly including the Delaware statute of limitations) without giving effect to any choice or conflicts of law provisions thereof.

11.9 Post-Closing Confidentiality. From and after the Closing, Sellers shall, and shall cause its affiliates to, hold, and shall use its reasonable efforts to cause its or their representatives to, hold in confidence any and all non-public or otherwise confidential information, whether written or oral, concerning the Business or the Stations, except to the extent that such information (i) is or has been published or becomes part of the public domain or otherwise is generally available to and known by the public through no fault of any Seller, any of its affiliates, or their respective representatives, or (ii) is lawfully acquired by a Seller, any of its affiliates, or their respective representatives from and after the Closing from sources other than Buyer, any of its affiliates, or their respective representatives which are not prohibited from disclosing such information by legal, contractual, or fiduciary obligation. If a Seller, any of its affiliates, or their respective representatives are compelled to disclose any such information by judicial or administrative process or by other requirements of law, such Seller shall, to the extent permitted by law, provide prior notice to Buyer in writing, and in so far as is practicable, consult with Buyer regarding the disclosure of such information, and shall disclose only that portion of such information which the applicable Seller is advised by its counsel is legally required to be disclosed; provided, however, that the applicable Seller shall use its reasonable best efforts to obtain any appropriate protective order or other reasonable assurance that confidential treatment will be accorded such information.

11.10 Miscellaneous. No amendment or waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless in a writing signed by the party against whom enforcement of such amendment, waiver, or consent is sought. This Agreement, together with that certain Confidentiality Agreement, dated November 8, 2021, by and between Urban One, Inc. and CMG Media Corporation (f/k/a Terrier Media Buyer, Inc.) ("CMG") (the "Confidentiality Agreement"), and the Clean Team Agreement, dated January 5, 2023, by and

between Urban One, Inc. and CMG, collectively constitutes the entire agreement and understanding of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings with respect to the subject matter hereof. This Agreement is for the sole benefit of the parties hereto and 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 respective successors and permitted assigns. This Agreement may be executed in separate counterparts, each of which shall be deemed to be an original and all of which together constitute one and the same agreement.

ARTICLE 12: CERTAIN DEFINITIONS.

12.1 Certain Definitions. As used in this Agreement, the following terms have the meanings specified in this Section 12.1:

"**Action**" means any action, claim, charge, demand, arbitration, hearing, complaint, audit, investigation, litigation, suit or other proceeding.

"**Affiliate**" means any direct or indirect, current, or future subsidiary of a party, or any other entity which is controlled by a party or which controls a party. The term "control" as used herein shall mean possession, directly or indirectly of at least fifty percent (50%) of the voting equity of another entity, or the power to direct or cause the direction of the management or policies of an entity whether through ownership of securities, by contract or otherwise.

"**Assumed Obligations**" means, collectively: (a) the obligations of Sellers arising after Closing under the Station Contracts and the Real Property Leases; (b) subject to Section 1.5 (Prorations), all trade accounts payable of Sellers to third parties incurred in connection with the Business that remain unpaid and are not delinquent as of the Effective Time and that either are reflected on the Financial Statements or arose in the ordinary course of business consistent with past practice since the date of the Financial Statements; (c) the Liabilities arising out of, or relating to, the operation of the Stations, including the owning or holding of the Station Assets, from and after the Effective Time.

"**Business**" means the business of the Stations.

"**Business Day**" means any day that is not a Saturday, a Sunday or a day on which banks are authorized or required by law to be closed in New York, New York.

"**Data Security Requirements**" means, collectively, all of the following to the extent relating to the Processing of any Personal Information, sensitive, or confidential information or data (whether in electronic or any other form or medium) or otherwise relating to data privacy or security matters (including breach notification requirements) and applicable to the Seller, any of the Stations, to the conduct of the Business, or to any of the Information Technology Systems: (a) any of the Seller's, the Stations', or the Business's own rules, policies, and procedures; (b) all applicable laws (which shall include privacy and security laws); (c) industry standards applicable to the industries in which the Seller, the Stations, or the Business operate and to which any of them have agreed or purported to be bound or comply with; and (d) contracts into which the Sellers have entered or by which the Sellers or the Stations otherwise bound.

"**FCC Approval Date**" means the date that the grant of the FCC Consent becomes effective, or, if required by Section 7.3, the date the FCC Consent becomes Final

"**GAAP**" means generally accepted accounting principles in the United States.

"**Information Technology Systems**" means all software, computer firmware, computer hardware, telecommunications networks, network equipment, interfaces, platforms, peripherals, computer systems, and other information technology assets, including any outsourced systems and processes, in each case owned, used or relied on by or for, or licensed or leased to, Sellers in respect of the Business or the Stations.

"**Intellectual Property**" means patents, Trademarks, trade names, service marks, copyrights, domain names, websites, social media accounts and handles, apps, passwords, jingles, slogans, logos, registrations and applications for registration of any of the foregoing, customer lists, mailing lists, processes, rights in software, know-how and other proprietary or confidential information, and other intellectual property similar to the foregoing.

"**Sellers' Knowledge**" means the actual knowledge of the General Manager and the Senior Director of Radio Engineering indicated on Schedule 12.1-SK.

"**Liabilities**" means any and all liabilities or obligations of any kind or nature whatsoever, whether asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, short term or long term, and whether due or to become due.

"**Lookback Date**" means December 17, 2019.

"**LTCP**" means the Long Term Cash Plan and all outstanding grants issued thereunder.

"**Market**" means, with respect to any Station, the "Designated Market Area," as determined for radio by The Nielsen Company, of the applicable Station.

"**Multi-Station Contract**" means any contract under which any Seller is a party or has any rights or obligations, in each case, with respect to the Stations and under which Seller or its Affiliates are a party or have any rights or obligations with respect to any Other Seller Stations.

"**Other Seller Stations**" means radio broadcast stations owned by Sellers or Sellers' Affiliates that are not included in definition of Stations under this Agreement.

"**Pending Acquisition**" means the transactions contemplated by that certain Agreement and Plan of Merger, dated February 22, 2022, by and among TEGNA Inc., Teton Parent Corp. Teton Merger Corp., Community News Media LLC, CNM Television Holdings I LLC, SGCI Holdings III LLC, P Standard General Ltd., Standard General Master Fund L.P., Standard General Master Fund II L.P., Standard General Focus Fund L.P., CMG Media Corporation, CMG Media Operating Company, LLC, CMG Farnsworth Television Holdings, LLC, CMG Farnsworth Television Operating Company, LLC, Teton Midco Corp., Teton Opco Corp., and CMG Farnsworth Television Acquisition Company, LLC.

"**Permitted Encumbrances**" means, collectively: (a) Liens for taxes, assessments, and governmental charges not yet due and payable or being contested in good faith by appropriate proceedings, provided that any of the foregoing are prorated in Buyer's favor under Section 1.5 hereof; (b) Liens arising under any zoning laws or ordinances or similar laws which are not violated by any existing improvement and that do not prohibit the use of the Real Property as currently used in the operation of the Business, but not including any Liens resulting from any violation or noncompliance in any material respect with such zoning laws or ordinances by Sellers; (c) in the case of any Leased Real Property, (i) the rights of any lessor under the applicable Real Property Lease or any Lien granted by any lessor under the applicable Real Property Lease on any fee interest underlying the Real Property, or (ii) any statutory Lien for amounts that are not yet delinquent or that are being contested in good faith by appropriate proceedings, provided that any of the foregoing are prorated in Buyer's favor under Section 1.5 hereof; (d) easements, rights of way, restrictive covenants and other encumbrances, encroachments or similar matters of record granted by the lessor in respect of a Real Property Lease that do not materially adversely affect title to the property or impair the continued use of the property in the ordinary course of the Business in accordance with the applicable Real Property Lease; (e) statutory Liens of landlords and Liens of carriers, warehousemen, mechanics, material men and other similar Liens imposed by law arising or incurred in the ordinary course of business for amounts that are not yet due and payable or that are being contested in good faith by appropriate proceedings, provided that any of the foregoing are prorated in Buyer's favor under Section 1.5 hereof; (f) non-exclusive licenses of Intellectual Property granted in the ordinary course of business; and (g) the Liens set forth on Schedule 1, which shall be removed at or prior to Closing.

"**Personal Information**" means any information defined as "personal information," "personal data," or "personally identifiable information" under applicable privacy laws and any other personal information that specifically identifies any individual.

"**Pre-Closing WARN Act Liability**" means any liability arising under the WARN Act with respect to any mass layoff, plant closing or other termination of Employees, in any case, occurring prior to the Closing.

"**Process**" means any access, collection, use, processing, storage, sharing, distribution, transfer, disclosure, sorting, treatment, manipulation, performance of operations on, enhancement, aggregation, destruction, security or disposal of any data or information (including Personal Information).

"**Retained Names and Marks**" means all (a) Trademarks containing or incorporating the term "CMG" or "Cox Media", (b) other Trademarks owned by, or licensed to, Sellers or any of its Affiliates, (c) variations or acronyms of any of the foregoing, and (d) Trademarks derived from, including, confusingly similar to (including in sound or appearance) or dilutive of any of the foregoing.

"**Sublease Agreement**" has the meaning set forth in Schedule 1.1(c).

"**Sublease Condition**" has the meaning set forth on Schedule 1.1(c).

"**Trademarks**" means trademarks, service marks, domain names, trade dress, trade names, and corporate names, all applications and registrations for the foregoing, and all goodwill connected with the use thereof and symbolized thereby.

"**Transaction Documents**" means this Agreement, the Buyer Ancillary Agreement and the Seller Ancillary Agreement.

"**Transition Services Agreement**" means that certain transition services agreement, substantially in the form of Exhibit A attached hereto.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

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

BUYER: RADIO ONE OF TEXAS II, LLC

By: _____
Name: Alfred C. Liggins, III
Title: President

BUYER LICENSEE: RADIO ONE LICENSES, LLC

By: _____
Name: Alfred C. Liggins, III
Title: President

SELLERS: CMG NY/TEXAS RADIO, LLC

By: _____
Name: Daniel York
Title: President & CEO

COX RADIO, INC.

By: _____
Name: Daniel York
Title: President & CEO

Schedule 1.1(a) - FCC Licenses

Holder	Call Sign	Facility ID	Type of Authorization	FCC File Number(s)	Station Location	Expiration Date
CMG NY/Texas Radio, LLC	KKBQ(FM)	23083	FM Station	0000142292; BMLH-20060301ACF	Pasadena, TX	8/1/2029
CMG NY/Texas Radio, LLC	KKBQ(FM)	23083	Auxiliary Antennas	BLH-19840907CC; BXLH-20051107AFH	Pasadena, TX	8/1/2029
CMG NY/Texas Radio, LLC	KGLK(FM)	59951	FM Station	0000142278; BMLH-20040903ABA	Lake Jackson, TX	8/1/2029
CMG NY/Texas Radio, LLC	KGLK(FM)	59951	Auxiliary Antennas	BXLH-20100319ADU; BXLH-20151201ALD	Lake Jackson, TX	8/1/2029
CMG NY/Texas Radio, LLC	KTHT(FM)	65308	FM Station	0000142297; BLH-2000103AAA	Cleveland, TX	8/1/2029
CMG NY/Texas Radio, LLC	KTHT(FM)	65308	Auxiliary Antennas	BLH-19980701KA; BXMLH-20151110APP	Cleveland, TX	8/1/2029
CMG NY/Texas Radio, LLC	KHPT(FM)	69564	FM Station	0000142288; BMLH-20060208ALZ	Conroe, TX	8/1/2029
CMG NY/Texas Radio, LLC	KHPT(FM)	69564	Auxiliary Antennas	BXMLH-20000626AEU; BXLH-20100319ADT	Conroe, TX	8/1/2029

Secondary Licenses

Holder	Call Sign	Facility ID	Type of Authorization	FCC File Number(s)	Station Location	Expiration Date
CMG NY/Texas Radio, LLC	WQVS600	N/A	Microwave Industrial/Business Pool (MG)	--	--	4/29/2025
CMG NY/Texas Radio, LLC	WQVS601	N/A	Microwave Industrial/Business Pool (MG)	--	--	4/29/2025
CMG NY/Texas Radio, LLC	WQVS766	N/A	Microwave Industrial/Business Pool (MG)	--	--	5/1/2025
CMG NY/Texas Radio, LLC	WQVS767	N/A	Microwave Industrial/Business Pool (MG)	--	--	5/1/2025
CMG NY/Texas Radio, LLC	WQVS768	N/A	Microwave Industrial/Business Pool (MG)	--	--	5/1/2025
CMG NY/Texas Radio, LLC	WQVW726	N/A	Microwave Industrial/Business Pool (MG)	--	--	6/1/2025
CMG NY/Texas Radio, LLC	WQVW826	N/A	Microwave Industrial/Business Pool (MG)	--	--	6/2/2025