

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “*Agreement*”) is made as of December 30, 2021, by and among Audacy License, LLC, a Delaware limited liability company (“*Audacy License*”), Audacy California, LLC, a Delaware limited liability company (“*Audacy California*,” and together with Audacy License, “*Audacy*”) and Factorial Broadcasting LLC, a Delaware limited liability company (“*Buyer*”). Capitalized terms shall have the meanings set forth herein.

RECITALS:

A. Audacy holds the licenses and other authorizations issued by the Federal Communications Commission (the “*FCC*”) for, and the other assets used or held for use in, the operation of commercial radio broadcast station KGMZ(AM), San Francisco, CA (FIN 25458) (the “*Station*”).

B. At the Closing, Audacy shall sell, and Buyer shall acquire, all of Audacy’s right, title and interest in and to certain of the assets used or held for use exclusively in the operation of the Station, including the FCC licenses and authorizations for the Station, on the terms and conditions, and subject to the exceptions and limitations, set forth in this Agreement.

C. Simultaneous with the execution and delivery of this Agreement, Audacy and Buyer are entering into a Time Brokerage Agreement (the “*TBA*”) pursuant to which Buyer will provide programming on the Station prior to Closing.

Agreement

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

**ARTICLE 1
PURCHASE AND SALE OF ASSETS**

1.1 Station Assets. Pursuant to the terms and subject to the conditions of this Agreement, at the Closing, Audacy shall sell, assign, transfer and convey to Buyer, and Buyer shall acquire from Audacy, all of Audacy’s right, title and interest in, to and under certain of the assets, properties, interests and rights of Audacy of whatsoever kind and nature, personal, tangible and intangible which are used exclusively in the operation of the Station and which are specifically described below, but excluding the Excluded Assets (the “*Station Assets*”). Except as provided in **Section 1.2**, the Station Assets include the following:

(a) all licenses, permits and other authorizations issued to Audacy by the FCC with respect to the Station, including without limitation those described on Schedule 1.1(a), any pending applications for or renewals, extensions or modifications thereof, and any applications pending for any new licenses, permits or authorizations, whether now held or subsequently obtained on or before Closing (the “*FCC Licenses*”);

(b) all equipment located at the transmitter site of the Station and any other equipment specifically listed on Schedule 1.1(b), except any retirements or dispositions of tangible personal property made between the date hereof and Closing in the ordinary course of business and consistent with **Section 8.1** (the “*Tangible Personal Property*”);

(c) all interests in real property related to the transmitter site of the Station, including Audacy’s interest in all buildings (including transmitter buildings), towers and other structures, fixtures and improvements, all easements or other appurtenances for the benefit of such real property, and such additional fixtures, improvements and interests in real property made or acquired between the date of this Agreement and the Closing, that are used exclusively in the operation of the transmitter site of the Station and are set forth on, or relate to the property set forth on, Schedule 1.1(c) (collectively, the “*Real Property*”);

(d) the agreements identified on Schedule 1.1(d) (the “*Station Contracts*”);
and

(e) all files, documents, data, records, books of account (or copies thereof), relating exclusively to the operation of the Station, including the Station’s public inspection file, blueprints, technical information and engineering data, but excluding any of the foregoing relating primarily to the Excluded Assets.

The Station Assets shall be delivered by Audacy to Buyer as is, where is, without any representation or warranty by Audacy except as expressly set forth in this Agreement, and Buyer acknowledges that it has not relied on or been induced to enter into this Agreement by any representation or warranty other than those expressly set forth in this Agreement. The Station Assets shall be transferred to Buyer free and clear of Liens except for Permitted Liens, if any.

1.2 Audacy Excluded Assets. Notwithstanding anything to the contrary contained herein, Buyer expressly acknowledges and agrees that the following assets and properties of Audacy (the “*Excluded Assets*”) shall not be acquired by Buyer and are excluded from the Station Assets:

(a) Audacy’s identifying tax information and books and records pertaining to the corporate organization, existence or capitalization of Audacy;

(b) Audacy’s cash, bank deposits, cash equivalents, or similar type investments, such as certificates of deposit, treasury bills, marketable securities, asset or money market accounts or similar accounts or investments, and all monies held by or on behalf of third parties as security deposits under leases or other agreements;

(c) (i) all accounts receivable existing at the Effective Time, and (ii) notes receivable, promissory notes or amounts due from employees;

(d) intercompany accounts receivable and accounts payable;

(e) all insurance policies, all coverages and proceeds payable thereunder, and all rights in connection therewith;

- (f) all pension, profit sharing or cash or deferred (Section 401(k)) plans and trusts and the assets thereof and any other employee benefit plan or arrangement;
- (g) all interest in and to refunds of taxes relating to all periods prior to the Effective Time;
- (h) all tangible and intangible personal property disposed of or consumed in the ordinary course between the date of this Agreement and the Closing Date, or as otherwise permitted by this Agreement; and provided that Audacy shall replace any such items to the extent such replacements is consistent with its past practices;
- (i) all rights to the names “Audacy,” “Entercom,” and “RADIO.com” and “CBS Radio” related marks, including “CBS RADIO,” “CBS SPORTS RADIO,” “CBS NEWS RADIO,” and logos or variations thereof, including trademarks, trade names and domain names, and all goodwill associated therewith, the call letters KGMZ, and the Station’s Internet domain names and Internet URLs, and other intangible property rights and interests issued to or owned by Audacy;
- (j) all rights to marks not currently but previously used in the operation of the Station, where such use has been abandoned by the Station, and all goodwill associated therewith;
- (k) the accounting and payroll systems used by Audacy and its Affiliates, whether in hard copy, stored on a computer, disk or otherwise;
- (l) all licenses with ASCAP, BMI, SESAC, GMR and any other similar performing rights organizations;
- (m) all items of personal property owned by personnel at the Station;
- (n) any cause of action or claim relating to any event or occurrence prior to the Effective Time;
- (o) all equipment and other tangible personal property that is not used in connection with the transmitter sites of the Station, including all assets used at the Station’s studio site and to transmit signal between the Station’s studio and transmitter site;
- (p) all contracts, leases and other agreements relating to the existing operations of the Station (other than the Station Contracts);
- (q) all employment contracts or other agreements with employees of the Station;
- (r) all rights of Audacy under this Agreement or the transactions contemplated hereby; and
- (s) the assets listed on Schedule 1.2(s).

ARTICLE 2
ASSUMPTION OF OBLIGATIONS

2.1 Assumed Obligations. At the Closing and to the extent not otherwise assumed in accordance with the TBA, Buyer shall assume and agrees to pay, discharge and perform: (a) all liabilities, obligations and commitments of Audacy under the Station Contracts to the extent they accrue or relate to any period at or after the Effective Time; (b) any current liability of Audacy to the extent Buyer has received a credit under **Section 3.1**; and (c) the obligations set forth on Schedule 6.5 (collectively, the “*Assumed Obligations*”)

2.2 Retained Obligations. Buyer does not assume or agree to discharge or perform and will not be deemed by reason of the execution and delivery of this Agreement or any 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 or to have agreed to discharge or perform, any liabilities, obligations or commitments of Audacy of any nature whatsoever whether accrued, absolute, contingent or otherwise and whether or not disclosed to Buyer, other than the Assumed Obligations (the “*Retained Obligations*”).

ARTICLE 3
PRORATIONS AND ADJUSTMENTS

3.1 Prorations and Adjustments. Subject to the TBA, as of 11:59 p.m. on the date immediately preceding the Closing Date (the “*Effective Time*”), all operating income (meaning all operating revenues less all operating expenses, as such amounts are calculated in compliance with generally accepted accounting principles (“*GAAP*”), applied in a manner consistent with the preparation of Audacy’s financial statements, except with regard to any materiality limitations or qualifications imposed thereby), arising from the conduct of the business and operations of the Station will be prorated between Audacy and Buyer in accordance with GAAP. Subject to the TBA, such prorations shall be based upon the principle that Audacy is entitled to all revenue earned, and is responsible for expenses paid or accrued, in connection with or relating to the Station’s operations, assigned contracts and other agreements prior to the Effective Time, and Buyer is entitled to such revenue earned, and is responsible for such expenses paid or accrued, in connection with or relating to the Station Assets after the Effective Time. All special assessments and similar charges or liens imposed against Audacy’s interests in real estate and/or equipment included in the Station Assets in respect of any period of time up to the Effective Time, whether payable in installments or otherwise, shall be the responsibility of Audacy, and amounts payable with respect to such special assessments, charges or liens in respect of any period of time after the Effective Time shall be the responsibility of Buyer, and such charges shall be adjusted as required hereunder. To the extent they cannot be made at Closing, prorations and adjustments shall be made no later than sixty (60) calendar days after Closing.

ARTICLE 4
CLOSING

4.1 Closing. The consummation of the transactions described in this Agreement (the “*Closing*”) shall occur on a date (the “*Closing Date*”) within ten (10) business days after the conditions in **Sections 10.2** and **11.2** are satisfied (unless the parties otherwise agree

to a different Closing Date), provided all other conditions precedent described in **Articles 10 and 11** hereof have either been satisfied or waived, or if such conditions have not been satisfied or waived, within ten (10) business days after the day on which all such conditions precedent have been satisfied or waived (unless the parties otherwise agree to a different Closing Date). The Closing shall take place by electronic or other exchange of documents to be delivered at the Closing.

4.2 Purchase Price. In consideration for the sale of the Station Assets, Buyer shall, at the Closing, in addition to assuming the Assumed Obligations, pay to Audacy Four Hundred and Ninety-Five Thousand Dollars (\$495,000) (the “*Purchase Price*”), subject to adjustment as provided in Article 3 hereof. Such payment shall be made by wire transfer of immediately available funds pursuant to wire instructions that Audacy shall provide in writing to Buyer.

4.3 Deposit. Within ten (10) days of the execution of this Agreement, Buyer shall deposit an amount equal to Ten Percent (10%) of the Purchase Price (the “*Deposit*”) with Audacy. At Closing, Audacy shall retain the Deposit and apply it to the Purchase Price. If this Agreement is terminated pursuant to **Section 15.1(b)**, Audacy shall be entitled to retain the Deposit and any interest or earnings. If this Agreement is terminated for any other reason, Audacy shall return the Deposit and any interest or earnings thereon to Buyer. Any failure by Buyer to make the Deposit within ten (10) business days after the date hereof, unless waived by Audacy, constitutes a material breach of this Agreement by Buyer for which the Cure Period under **Section 15.1** shall not apply.

ARTICLE 5 GOVERNMENTAL CONSENTS

5.1 Application for FCC Consent. Within five (5) business days of the date of this Agreement, Audacy License and Buyer shall file the necessary application(s) with the FCC (the “*FCC Application*”) requesting FCC consent to the assignment of the FCC Licenses to Buyer. FCC consent to the FCC Application without any material adverse conditions other than those of general applicability is referred to herein as the “*FCC Consent*”. Audacy and Buyer shall diligently prosecute the FCC Application and otherwise use their commercially reasonable efforts to obtain the FCC Consent as soon as possible. Audacy and Buyer shall notify each other of all documents filed with or received from any Governmental Authority with respect to the Agreement or the transactions contemplated hereby. Audacy and Buyer shall furnish each other with such information and assistance as the other may reasonably request in connection with their preparation of any governmental filing hereunder. Except as otherwise provided herein, each party will be solely responsible for the expenses incurred by it in the preparation, filing and prosecution of its respective portion of the FCC Application. All filing fees imposed by the FCC shall be paid one-half (1/2) by Audacy and one-half (1/2) by Buyer.

5.2 Notice of Application. Audacy shall give due notice of the filing of the FCC Application by such means as may be required by the rules and regulations of the FCC, and the cost of any such notice shall be split equally between Audacy and Buyer.

ARTICLE 6
REPRESENTATIONS AND WARRANTIES OF AUDACY

Audacy makes the following representations and warranties to Buyer:

6.1 Existence and Power. Each of the entities comprising Audacy is a limited liability company, duly organized, validly existing and in good standing under the Laws of the jurisdiction of its organization. Each of the entities comprising Audacy is qualified to do business and in good standing in each jurisdiction where such qualification is necessary. Audacy has the requisite power and authority to own and operate the Station as currently operated.

6.2 Authorization.

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

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

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

6.4 Noncontravention. The execution, delivery and performance of this Agreement by Audacy and each Audacy Ancillary Agreement by Audacy and the consummation of the transactions contemplated hereby and thereby do not and will not (a) violate or conflict with the organizational documents of Audacy; (b) assuming compliance with the matters referred to in **Section 6.3**, conflict with or violate any Law or Governmental Order applicable to Audacy; (c) result in the creation or imposition of any Lien on any of the Station Assets, except for Permitted Liens; or (d) require any consent or other action by or notification to any Person under, or constitute a default under, any contract or other instrument binding upon Audacy.

6.5 Absence of Litigation or Orders. Except as set forth on Schedule 6.5, and Except for proceedings and actions which affect or potentially affect similarly situated radio

broadcast stations generally, there is no legal or administrative proceeding or action pending or, to Audacy's Knowledge threatened, at Law or in equity or before or by any Governmental Authority against Audacy: (i) that would affect the legality, validity or enforceability of this Agreement or the Audacy Ancillary Agreements, (ii) that in any manner challenges or seeks to prevent, enjoin, alter or delay materially the transactions contemplated by this Agreement or the Audacy Ancillary Agreements, or (iii) that relates to the Station Assets or the Station.

6.6 FCC Licenses.

(a) The FCC Licenses were validly issued by the FCC, are validly held by Audacy License, and are in full force and effect. The FCC Licenses are not subject to any condition except for those conditions that appear on the face of the FCC Licenses, those conditions applicable to licenses for similarly situated radio broadcast stations generally, or those conditions disclosed in Schedule 1.1(a).

(b) Except as otherwise set forth on Schedule 1.1(a), the FCC Licenses have been issued or renewed for the full terms customarily issued to radio broadcast stations licensed to California.

(c) Except as set forth on Schedule 1.1(a), the Station has operated in compliance with the Communications Act of 1934, as amended (the "*Communications Act*") and the FCC Licenses, all applications, reports and other disclosures required by the FCC to be filed in respect of the Station, and all FCC regulatory fees in respect thereof, have been timely filed or paid, except, in any such case, where the failure to do so would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the Station Assets.

(d) Except as set forth on Schedule 1.1(a), to the Knowledge of Audacy, there are no petitions, complaints, orders to show cause, notices of violation, notices of apparent liability, notices of forfeiture, proceedings or other actions pending or threatened before the FCC relating to the Station that would reasonably be expected to have a material adverse effect on the operation of the Station, other than proceedings affecting similarly situated radio broadcast stations generally.

6.7 Tangible Personal Property. Except as disclosed on Schedule 1.1(b), as of the Closing, Audacy has title to the Tangible Personal Property free and clear of Liens other than Permitted Liens.

6.8 Real Property. Audacy has fee simple title to the owned Real Property identified on Schedule 1.1(c) (the "*Owned Real Property*"), free and clear of all Liens except for the Permitted Liens.

6.9 Environmental. Except as set forth on Schedule 6.9, (a) to Audacy's Knowledge, there has been no Release of a Contaminant on, in, from or to the Owned Real Property in violation of any applicable Environmental Law, (b) all activities of Audacy with respect to the operation of the Station at the Owned Real Property have been and are being conducted in material compliance with all Environmental Laws, and (c) to Audacy's Knowledge, there are no underground storage tanks (including underground storage tanks no longer in use) located on the Owned Real Property. "*Environmental Laws*" as used in this **Section 6.9**, are those

environmental, health or safety laws and regulations applicable to the Station's activities at the Owned Real Property.

6.10 Station Contracts. Except as otherwise set forth on Schedule 1.1(d), Audacy has provided to Buyer prior to the date of this Agreement true and complete copies of all Station Contracts.

6.11 Compliance with Laws. Except as set forth on Schedule 6.9, with respect to the operation of the Station, Audacy has complied with all Laws, except for any instances of non-compliance which would not reasonably be expected to have a material adverse effect on the Station Assets or the operation of the Station as currently conducted, and has not received written or, to Audacy's Knowledge, oral notice of, or been charged with, any material violation of any Law or Governmental Order, applicable to the operation of the Station and ownership of the Station Assets.

6.12 Taxes. All material tax returns in respect of the Station's business and the Station Assets have been filed, and all material taxes which have become due pursuant to such tax returns or pursuant to any assessments relating to the Station Assets which have become payable, have been timely paid.

6.13 No Finder. No broker, finder or other Person is entitled to a commission, brokerage fee or other similar payment in connection with this Agreement, the Audacy Ancillary Agreements or the transactions contemplated hereby or thereby as a result of any agreements or action of Audacy or any party acting on Audacy's behalf.

6.14 Exclusivity of Representations. THE REPRESENTATIONS AND WARRANTIES MADE BY AUDACY IN THIS AGREEMENT OR PURSUANT TO THIS AGREEMENT IN WRITING ARE IN LIEU OF AND ARE EXCLUSIVE OF ALL OTHER REPRESENTATIONS AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES. AUDACY HEREBY DISCLAIMS ANY SUCH OTHER IMPLIED REPRESENTATIONS OR WARRANTIES, NOTWITHSTANDING THE DELIVERY OR DISCLOSURE TO BUYER OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES OF ANY DOCUMENTATION OR OTHER INFORMATION (INCLUDING, WITHOUT LIMITATION, ANY FINANCIAL PROJECTIONS OR OTHER SUPPLEMENTAL DATA). EXCEPT AS SET FORTH IN THIS AGREEMENT, ALL OF THE TANGIBLE PERSONAL PROPERTY IS TO BE TRANSFERRED TO BUYER WITHOUT ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR INTENDED USE OR OTHERWISE, ALL OF WHICH ARE HEREBY DISCLAIMED.

ARTICLE 7 REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer makes the following representations and warranties to Audacy:

7.1 Existence and Power. Buyer is a limited liability company duly organized, validly existing and in good standing under the Laws of the jurisdiction of its organization. Buyer is qualified to do business and is in good standing in each jurisdiction where such qualification is necessary. Buyer has the requisite power and authority to own and operate the Station.

7.2 Authorization.

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

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

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

7.4 Noncontravention. The execution, delivery and performance of this Agreement and each Buyer Ancillary Agreement by Buyer, and the consummation of the transactions contemplated hereby and thereby do not and will not (a) violate or conflict with the organizational documents of Buyer; (b) assuming compliance with the matters referred to in **Section 7.3**, conflict with or violate any Law or Governmental Order applicable to Buyer; (c) require any consent or other action by or notification to any Person under, constitute a default under, any contract or other instrument binding upon Buyer.

7.5 Absence of Litigation or Orders. There is no legal or administrative proceeding or action pending or, to Buyer’s knowledge threatened, at Law or in equity or before or by any Governmental Authority against Buyer: (i) that would affect the legality, validity or enforceability of this Agreement or the Buyer Ancillary Agreements, or (ii) that in any manner challenges or seeks to prevent, enjoin, alter or delay materially the transactions contemplated by this Agreement or the Buyer Ancillary Agreements.

7.6 FCC Qualification. Buyer is legally, financially and otherwise qualified under the Communications Act and FCC Rules to be the licensee of, and to acquire, own and operate, the Station, there are no facts that would, under the Communications Act and the existing FCC Rules, disqualify Buyer as an assignee of the FCC Licenses or as the owner or holder of the other Station Assets or the operator of the Station, and no waiver of any provision of the

Communications Act or any FCC Rule relating to the qualifications of Buyer is necessary for the FCC Consent to be obtained.

7.7 No Finder. Except as set forth on Schedule 7.7, no broker, finder or other Person is entitled to a commission, brokerage fee or other similar payment in connection with this Agreement, the Buyer Ancillary Agreements or the transactions contemplated hereby or thereby as a result of any agreements or action of Buyer or any party acting on Buyer's behalf. Buyer is solely responsible for any fee, commission, or other similar payment owed to such broker.

7.8 Financing. Buyer, as of the Closing Date, will have sufficient cash, available lines of credit or other sources of immediately available funds to enable it to make payment of the Purchase Price and any other amounts to be paid by it in accordance with the terms of this Agreement and the Buyer Ancillary Agreements.

ARTICLE 8 COVENANTS

8.1 Audacy's Covenants. Audacy covenants and agrees that prior to the Closing Audacy shall, except as permitted by this Agreement or with the prior written consent of Buyer (which shall not be unreasonably withheld, conditioned or delayed), and subject to the terms and conditions of the TBA:

(a) operate the Station in the ordinary course of business consistent with past practice and in all material respects in accordance with the Communications Act, FCC Rules, and all other applicable Laws and Governmental Orders;

(b) not, other than in the ordinary course of business in accordance with past practice (i) sell, lease or dispose of or agree to sell, lease or dispose of any of the Station Assets or (ii) create, assume or permit to exist any Liens upon the Station Assets, except for Permitted Liens;

(c) furnish Buyer with such information relating to the Station Assets as Buyer may reasonably request, at Buyer's expense, and provide Buyer with access to the Station Assets during normal business hours or at such time(s) as may be mutually convenient for the parties;

(d) maintain the FCC Licenses in full force and effect;

(e) not modify any of the FCC Licenses, except as may be provided in any pending application identified on Schedule 1.1(a), otherwise identified on Schedule 1.1(a); and

(f) cause all Liens on the Station Assets, other than Permitted Liens or Liens subject to a proration adjustment in favor of Buyer, to be released in full prior to or simultaneously with Closing.

ARTICLE 9 JOINT COVENANTS

Audacy and Buyer hereby covenant and agree that:

9.1 Cooperation. Subject to the express limitations contained elsewhere in this Agreement, each party (a) shall cooperate fully with one another in taking any commercially reasonable actions (including without limitation, commercially reasonable actions to obtain the required consent of any Governmental Authority or any third party) necessary or helpful to accomplish the transactions contemplated by this Agreement, including but not limited to the prompt satisfaction of any condition to Closing set forth herein, and (b) shall not take any action that conflicts with its obligations hereunder or that causes its representations and warranties to become untrue in any material respect.

9.2 Control of Station. Notwithstanding anything to the contrary in this Agreement, Audacy shall have authority and power over the operation of the Station until the Closing. Such authority and power shall include control, said control to be reasonably exercised, over the policies, programming and operations of the Station, including, without limitation, the right to decide in the good faith exercise of the licensee's sole discretion whether to accept or reject any programming or advertisements, the right to preempt any programming in order to broadcast a program deemed by it to be of greater national, regional, or local interest, and the right to take any other actions for compliance with the Laws of the United States, the states where the Station is located, or the FCC Rules.

9.3 Tax Matters.

(a) Audacy agrees to pay after Closing any taxes imposed on Audacy with respect to periods, or portions of periods, that end before the Closing Date (a "*Pre-closing Tax Period*") to the extent the non-payment of such tax would give rise to a lien or encumbrance for taxes on the Station Assets in the hands of the Buyer after Closing, other than taxes that are subject to a pro-rata adjustment in favor of the Buyer. The portion of any tax for a tax period beginning before the Closing Date and ending on or after the Closing Date (a "*Straddle Period*") that is allocable to the taxable period that is deemed to end before the Closing Date will be: (i) in the case of real property taxes, personal property taxes and similar ad valorem taxes, deemed to be the amount of such taxes for the entire Straddle Period multiplied by a fraction, the numerator of which is the number of calendar days of such Straddle Period in the Pre-Closing Tax Period and the denominator of which is the number of calendar days in the entire Straddle Period, and (ii) in the case of all other taxes, determined as though the taxable year of Audacy terminated at the close of business on the day before the Closing Date.

(b) At Closing, Purchase Price shall be allocated among the Station Assets as set forth in Schedule 9.3(b). Buyer and Audacy will file their respective federal income tax returns and other tax returns reflecting such allocation.

9.4 Risk of Loss. Except as otherwise set forth on Schedule 9.4 and subject to the TBA, Audacy shall bear the risk of any casualty loss or damage to any of the Station Assets prior to the Closing, and Buyer shall bear such risk upon and after the Closing. In the event of

any casualty loss or damage to the Station Assets prior to the Closing, Audacy shall be responsible for repairing or replacing (as appropriate under the circumstances) any lost or damaged Station Asset (the “*Damaged Asset*”) unless such Damaged Asset was obsolete and unnecessary for the continued operation of the Station consistent with past practices and the FCC Licenses. If Audacy is unable to repair or replace a Damaged Asset by the Closing Date, then the proceeds of any insurance covering such Damaged Asset shall be assigned to Buyer as of the Closing Date, and to the extent such proceeds are not sufficient to cover the reasonable out-of-pocket costs incurred by Buyer in repairing or replacing the Damaged Asset, Audacy shall reimburse Buyer by an amount equal to the deficiency; provided, that if the loss or damage prevents either Station from operating in material compliance with any FCC License issued under Part 73 of Title 47 of the Code of Federal Regulations, Buyer shall have the option to elect to postpone the Closing until the Damaged Asset(s) have been repaired or replaced so that the Station is operating in such compliance. Notwithstanding anything to the contrary herein, Audacy shall have no responsibility to repair or replace a Damaged Asset not covered by insurance if the cost of such repair exceeds five percent (5%) of the Purchase Price, provided, however, that should Audacy advise Buyer that Audacy will not repair or replace such Damaged Asset, Buyer may terminate this Agreement without penalty upon written notice to Audacy.

9.5 Schedules.

(a) Each party will use its commercially reasonable efforts to promptly supplement or amend its schedules hereto with respect to any matter arising after the date of this Agreement that would have been required to be set forth or described in a schedule or that is necessary to correct any information in a schedule or in any representation or warranty; provided that if the other party fails to object within fifteen (15) days after receipt of such supplement or amendment, such other party shall be deemed to have waived its rights to object to such proposed supplement or amendment. If such other party makes a timely objection pursuant to this **Section 9.5**, any such proposed supplement or amendment will not be permitted, except as thereafter mutually agreed; provided, however, that any such objection must be made in good faith, set forth in writing, and based on the fact that the matters set forth on such supplement or amendment would reasonably be expected to have a material adverse effect on the business of the Station as a whole or on the operational plans of the objecting Party or upon the parties ability to consummate the transactions contemplated by this Agreement.

(b) In the event that the parties have a dispute over the amendment of any of the Schedules pursuant to **Sections 9.5(a)** above, the parties will first attempt in good faith to resolve such dispute promptly through informed discussions between principals.

9.6 Confidentiality. Subject to the delivery of a copy of this Agreement in connection with the filing of the FCC Application pursuant to Section 5.1, each party acknowledges and agrees that the confidentiality provision of the Letter of Intent remains in full force and effect and, in addition, covenants and agrees to keep confidential, in accordance with such provision of the Letter of Intent, information provided to such party by the other party pursuant to this Agreement. If this Agreement is, for any reason, terminated prior to the Closing, the confidentiality provision of the Letter of Intent and the provisions of this **Section 9.6** shall nonetheless continue in full force and effect.

9.7 Environmental Assessment.

(a) Within thirty (30) days from the date of this Agreement (the “*Phase I Period*”), Buyer shall have the right, at its sole cost and expense, to engage a nationally-recognized environmental consulting firm (the “*Environmental Consultant*”) and to have the Environmental Consultant conduct and complete a Phase I Environmental Assessment and Compliance Review (the “*Phase I*”) with respect to the Owned Real Property, provided that the Phase I report shall be completed and delivered to Buyer and to Audacy by the end of the Phase I Period.

(b) If, based on the results of the Phase I, the Environmental Consultant reasonably recommends in writing that a Phase II Environmental Assessment of the Owned Real Property (the “*Phase II*”) be conducted, Buyer shall have the right, at its sole cost and expense and upon no more than five (5) days’ written notice to Audacy, to have the Environmental Consultant conduct and complete the Phase II, provided that the Phase II report shall be completed and delivered to Buyer and to Audacy within thirty (30) days after the end of the Phase I Period.

9.8 Title Insurance/Survey. If Buyer so desires, Buyer may secure, at Buyer’s sole cost and expense, (a) title commitments for owner’s title insurance policies on the Owned Real Property sufficient in form to allow Buyer to obtain, at Buyer’s sole cost and expense, standard form of owner’s title insurance policy on the Owned Real Property (the “*Title Commitment*”), and (b) an ALTA survey on the Owned Real Property (the “*Survey*”). Audacy shall reasonably cooperate with Buyer in obtaining such Title Commitment and Survey at no cost or expense to Audacy.

9.9 Remediation. In no event shall Audacy have any obligation to remediate any matter of concern raised by any such Title Commitment, Survey, Phase I or Phase II unless it renders title unmarketable or prohibits the Owned Real Property from being used in substantially the same manner as currently used; provided, however, that in the event that the reasonably estimated cost to remedy or remediate any such concerns in the aggregate exceeds \$20,000, then either Buyer or Audacy may terminate this Agreement upon written notice to the other party without any further obligations to the other party hereunder.

9.10 Call Sign Change. Prior to Closing, but in no event earlier than ten (10) business days following execution of this Agreement, Audacy will file a request with the FCC to change the call sign of the Station to either: (a) a call sign designated by Buyer; or (b) a call sign selected by Audacy if Buyer does not designate a call sign.

**ARTICLE 10
CONDITIONS OF CLOSING BY AUDACY**

The obligations of the Audacy hereunder are, at its option, subject to satisfaction, at or prior to Closing, of each of the following conditions:

10.1 Representations, Warranties and Covenants. (a) The representations and warranties of Buyer made in this Agreement shall be true and correct in all material respects as of the Closing Date except for (i) those representations and warranties already subject to a materiality qualification and, in that event, the representation and warranty shall be true and correct in all respects, and (ii) changes permitted or contemplated by the terms of this Agreement or the TBA,

and (b) the covenants and agreements contained in this Agreement to be complied with and performed by Buyer at or prior to Closing shall have been complied with or performed in all material respects. Audacy shall have received a certificate dated as of the Closing Date from Buyer, executed by an authorized officer of Buyer on behalf of Buyer to the effect that the conditions set forth in this **Section 10.1** have been satisfied.

10.2 Governmental Consents. The FCC Consent shall have been obtained and shall be in full force and effect. No court or Governmental Order prohibiting the Closing shall be in effect. In the event that the FCC or a court subsequently rescinds the FCC Consent, and such rescission becomes a Final Order, the parties agree to cooperate with each other and to use their best efforts to bring about, to the maximum extent possible, the fair and equitable restoration of each of the parties to its position prior to execution of this Agreement.

10.3 Other Documents. Audacy shall have received the documents specified in **Section 13.2** hereof and such other documents as Audacy shall reasonably request to consummate the transactions contemplated by this Agreement.

10.4 Purchase Price. Buyer shall have paid the Purchase Price as provided in **Section 4.2**.

ARTICLE 11 CONDITIONS OF CLOSING BY BUYER

The obligations of Buyer hereunder are, at its option, subject to satisfaction, at or prior to Closing, of each of the following conditions:

11.1 Representations, Warranties and Covenants. (a) The representations and warranties of Audacy made in this Agreement shall be true and correct in all material respects as of the Closing Date except for (i) those representations and warranties already subject to a materiality qualification, and, in that event, the representation and warranty shall be true and correct in all respects, and (ii) changes permitted or contemplated by the terms of this Agreement or the TBA, and (b) the covenants and agreements contained in this Agreement to be complied with and performed by Audacy at or prior to Closing shall have been complied with or performed in all material respects. Buyer shall have received a certificate dated as of the Closing Date from Audacy, executed by an authorized officer of Audacy on behalf of Audacy, to the effect that the conditions set forth in this **Section 11.1** have been satisfied.

11.2 Governmental Consents. The FCC Consent shall have been obtained and shall be in full force and effect and shall have become a Final Order. No court or Governmental Order prohibiting Closing shall be in effect. In the event that the FCC or a court subsequently rescinds the FCC Consent, and such rescission becomes a Final Order, the parties agree to cooperate with each other and to use their best efforts to bring about, to the maximum extent possible, the fair and equitable restoration of each of the parties to its position prior to execution of this Agreement.

11.3 Other Documents. Buyer shall have received the documents specified in **Section 13.1** hereof and such other documents as Buyer shall reasonably request to consummate the transactions contemplated by this Agreement.

**ARTICLE 12
EXPENSES**

12.1 Expenses. Each party shall be solely responsible for all costs and expenses incurred by it in connection with the negotiation, preparation and performance of and compliance with the terms of this Agreement, except (i) all recordation, transfer and documentary taxes, fees and charges, and any excise, sales or use taxes, applicable to the transactions contemplated by this Agreement shall be paid equally by Audacy and Buyer, (ii) all FCC filing fees shall be paid equally by Audacy and Buyer, (iii) all fees and reimbursement costs and expenses paid to any escrow agent shall be paid equally by Audacy and Buyer, and (iv) as otherwise specified in this Agreement.

**ARTICLE 13
ITEMS TO BE DELIVERED AT CLOSING**

13.1 Audacy's Deliveries. At Closing, Audacy shall deliver or cause to be delivered to Buyer:

- (a) the certificate described in **Section 11.1**; and
- (b) such bills of sale, assignments, special warranty deeds, and other instruments of conveyance, assignment and transfer as may be necessary to convey, transfer and assign the Station Assets to Buyer, free and clear of Liens, except for Permitted Liens.

13.2 Buyer's Deliveries. At Closing, Buyer shall deliver or cause to be delivered to Audacy:

- (a) the certificate described in **Section 10.1**; and
- (b) such documents and instruments of assumption as may be necessary to assume the Assumed Obligations.

**ARTICLE 14
SURVIVAL; INDEMNIFICATION.**

14.1 Survival. The representations, warranties, indemnities, covenants and agreements of each of the parties hereto shall survive for a period of twelve (12) months following the Closing.

14.2 Indemnification.

- (a) From and after the Closing, Audacy shall defend, indemnify and hold harmless Buyer and its respective officers, directors, employees, agents, successors and assigns (each, a "*Buyer Indemnitee*") from and against any and all losses, costs, damages, liabilities and expenses, including reasonable attorneys' fees and expenses ("*Damages*") incurred by such Buyer Indemnitee arising out of or resulting from: (i) (A) any breach of any representation or warranty made by Audacy contained in this Agreement, which shall be deemed made on the Closing Date (other than any representation or warranty that specifically relates to a specific

date, which representation or warranty shall be made on the date so specified), or (B) the breach of any covenant or agreement contained in this Agreement requiring performance by Audacy under this Agreement; or (ii) the Retained Obligations, the Excluded Assets or the business or operation of the Station before the Closing Date; provided, however, that, except for the items in (ii) above (which shall not be subject to such limitations), (y) Audacy shall have no liability to a Buyer Indemnitee hereunder until such Buyer Indemnitee's aggregate Damages exceed Ten Thousand Dollars (\$10,000) (and in which case Audacy shall only be liable for the amount of Damages in excess of such amount) and (z) the maximum liability of Audacy hereunder shall be Forty Nine Thousand Five Hundred Dollars (\$49,500).

(b) From and after the Closing, Buyer shall defend, indemnify and hold harmless Audacy and its respective officers, directors, employees, agents, successors and assigns (each, an "*Audacy Indemnitee*") from and against any and all Damages incurred by such Audacy Indemnitee arising out of or resulting from: (i) (A) any breach of any representation or warranty made by Buyer contained in this Agreement, which shall be deemed made on the Closing Date (other than any representation or warranty that specifically relates to a specific date, which representation or warranty shall be made on the date so specified), or (B) the breach of any covenant or agreement contained in this Agreement requiring performance by Buyer; or (ii) the Assumed Obligations or the business or operation of the Station after the Closing Date; provided, however, that, except for the items in (ii) above (which shall not be subject to such limitations), (y) Buyer shall have no liability to an Audacy Indemnitee hereunder until such Audacy Indemnitee's aggregate Damages exceed Ten Thousand Dollars (\$10,000) (and in which case Buyer shall only be liable for the amount of Damages in excess of such amount) and (z) the maximum liability of Buyer hereunder shall be Forty Nine Thousand Five Hundred Dollars (\$49,500).

(c) In no event shall Damages include punitive damages, consequential damages or speculative losses.

(d) Any payments of prorations or adjustments pursuant to Article 3 or made to any party pursuant to this Article 14 shall constitute an adjustment of the Purchase Price for tax purposes and shall be treated as such by Buyer and Audacy on their tax returns to the extent permitted by Law.

14.3 Procedures. If either party hereto (the "*Indemnitee*") receives notice or otherwise obtains knowledge of any matter with respect to which another party hereto (the "*Indemnifying Party*") may be obligated to indemnify the Indemnitee under this Article 14, then the Indemnitee shall promptly deliver to the Indemnifying Party written notice describing such matter in reasonable detail and specifying the estimated amount of the Damages or liability that may be incurred by the Indemnitee in connection therewith. The Indemnifying Party shall have the right, at its option, to assume the complete defense of such matter at its own expense and with its own counsel, provided such counsel is reasonably satisfactory to the Indemnitee. If the Indemnifying Party elects to assume the defense of such matter, then (i) notwithstanding anything to the contrary contained herein, the Indemnifying Party shall not be required to pay or otherwise indemnify the Indemnitee against the cost otherwise associated with Indemnitee's defense of such matter for the period following the Indemnifying Party's election to assume the defense of such matter, but shall be responsible for payment of any Damages or liability that may be assessed

against the Indemnitee, (ii) the Indemnitee shall fully cooperate as reasonably requested by the Indemnifying Party in the defense or settlement of such matter, (iii) the Indemnifying Party shall keep the Indemnitee informed of all material developments and events relating to such matter, and (iv) the Indemnitee shall have the right to participate, at its own expense, in the defense of such matter. In no event shall the Indemnifying Party be liable for any settlement or admission of liability with respect to such matter without its prior written consent.

14.4 Exclusive Remedy. Except (i) for payment of prorations and adjustments under Article 3 of this Agreement, and (ii) in the case of fraud by the other party in connection with entering into this Agreement or consummating the transactions contemplated hereby, the right to indemnification, defense, hold harmless, payment or reimbursement under Article 14 of this Agreement will be the exclusive remedy of Audacy, Buyer and the other indemnified parties after the Closing with respect to the subject matter of this Agreement and the transactions contemplated hereby.

ARTICLE 15 TERMINATION

15.1 Termination. This Agreement may be terminated at any time prior to Closing as follows:

- (a) by mutual written consent of Audacy and Buyer;
- (b) by written notice of Audacy 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 herein contained and such breach or default is not cured within the Cure Period (defined below), provided however, that the Cure Period shall not apply to Buyer's failure to deliver the Purchase Price or Deposit pursuant to **Section 4.2 and Section 4.3**, respectively;
- (c) by written notice of Buyer to Audacy if Audacy 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 herein contained and such breach or default is not cured within the Cure Period (defined below);
- (d) by written notice of either party in the event that (i) any Law or Governmental Order restraining, enjoining or otherwise prohibiting the transactions contemplated by this Agreement shall have become final and nonappealable or (ii) if the FCC denies or designates for evidentiary hearing any of the applications comprising the FCC Application; or
- (e) by written notice of Audacy to Buyer, or Buyer to Audacy, if the Closing shall not have been consummated on or before eighteen (18) months from the date of this Agreement; provided, however, that the right to terminate this Agreement under this **Section 15.1(e)** shall not be available to any party whose failure to fulfill any obligation under this Agreement shall have been the cause of, or shall have resulted in, the failure of the Closing to occur on or prior to such date.

The term “*Cure Period*” as used herein means a period commencing the date a party receives from the other party written notice of breach or default hereunder and continuing until thirty (30) days thereafter; provided, however, that if the breach or default cannot reasonably be cured within such period but can be cured, and if diligent efforts to cure promptly commence, then the Cure Period shall continue as long as such diligent efforts to cure continue (but in no event shall the Cure Period affect a party’s right to terminate this Agreement under **Section 15.1(e)**). Except as set forth in **Section 15.2** below, the termination of this Agreement shall not relieve any party of any liability for breach or default under this Agreement prior to the date of termination. Notwithstanding anything contained herein to the contrary, **Section 9.6, Section 12.1 this Article 15, and Sections 16.3, 16.4, 16.5, 16.6, 16.8, 16.9 and 16.10**, shall survive any termination of this Agreement.

15.2 Liquidated Damages. If this Agreement is terminated by Audacy pursuant to **Section 15.1(b)**, then Audacy shall be entitled to receive the Deposit and all interest and earnings thereon as liquidated damages and Audacy’s sole remedy for the breach or default giving rise to such termination. If Buyer contests Audacy’s right to such liquidated damages, then the prevailing party in any legal proceeding to enforce Audacy’s rights to such liquidated damages shall be entitled to payment by the other party of reasonable attorney’s fees and expenses incurred by the prevailing party in such proceeding. The parties acknowledge and agree that the amount of liquidated damages provided for in this **Section 15.2** represents the parties’ reasonable estimate of actual damages and does not constitute a penalty.

ARTICLE 16 MISCELLANEOUS PROVISIONS

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

16.2 Assignment. Neither party may assign this Agreement without the prior written consent of the other party hereto, except that either party may assign its rights under this Agreement to one or more direct or indirect wholly-owned subsidiaries of Buyer or Audacy, Inc., as applicable, upon written notice to the other party and without consent from the other party, provided that any such assignment shall not relieve the assigning party of its obligations under this Agreement and shall not delay Closing. With respect to any permitted assignment, the parties shall take all such actions as are reasonably necessary to effectuate such assignment, including but not limited to cooperating in any appropriate filings with the FCC or other governmental authorities. All covenants, agreements, statements, representations, warranties and indemnities in this Agreement by and on behalf of any of the parties hereto shall bind and inure to the benefit of their respective successors and permitted assigns of the parties hereto.

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

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

16.5 Governing Law. The construction and performance of this Agreement shall be governed by the laws of the State of Delaware without giving effect to the choice of law provisions thereof.

16.6 Notices. Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing, including by facsimile or email, and shall be deemed to have been received on the date of personal delivery, on the third day after deposit in the U.S. mail if mailed by registered or certified mail, postage prepaid and return receipt requested, on the day after delivery to a nationally recognized overnight courier service if sent by an overnight delivery service for next morning delivery or when delivered by facsimile transmission or email, and shall be addressed as follows (or to such other address as any party may request by written notice):

if to Audacy: Audacy California, LLC
Audacy License, LLC
2400 Market Street, 4th Floor
Philadelphia, PA 19103
Attention: Andrew P. Sutor, IV
Facsimile: (610) 660-5662
Email: andrew.sutor@audacy.com

with a copy (which shall not constitute notice) to: Audacy California, LLC
Audacy License, LLC
2400 Market Street, 4th Floor
Philadelphia, PA 19103
Attention: Laura M. Berman
Facsimile: (610) 660-5662
Email: laura.berman@audacy.com

and with a copy via email (which shall not constitute notice) to: legal.notice@audacy.com

if to Buyer: Factorial Broadcasting LLC
3774 Firpointe St.
San Ramon, CA 94582
Attention: Satish Chandra
chandrasatish@yahoo.com

with a copy (which shall not constitute notice) to: Wilkinson Barker Knauer LLP
1800 M Street, NW, Suite 800N
Washington, DC 20036

Attention: David A. O'Connor
Email: doconnor@wbklaw.com

16.7 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

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

16.9 Severability. The parties agree that if one or more provisions contained in this Agreement shall be deemed or held to be invalid, illegal or unenforceable in any respect under any applicable Law or government regulation by any court or other Governmental Authority of competent jurisdiction, 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.

16.10 Entire Agreement. This Agreement and the TBA and the documents referenced herein embody the entire agreement and understanding of the parties hereto and supersede any and all prior and contemporaneous agreements, arrangements and understandings relating to the matters provided for herein. This Agreement does not supersede any confidentiality agreement relating to the Station.

16.11 Effect of TBA. Notwithstanding any other provision of this Agreement to the contrary, to the extent any breach of any representation, warranty or covenant made by Audacy hereunder directly results from the breach by Buyer of its obligations under the TBA, Audacy shall have no liability to Buyer to the extent of such breach.

ARTICLE 17 DEFINITIONS

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

“*Affiliate*” shall mean, with respect to a specified Person, a Person that directly or indirectly through one or more intermediaries controls or is controlled by, or is under common control with, the Person specified.

“*Agreement*” shall mean this Asset Purchase Agreement, including the exhibits and schedules hereto.

“*Code*” shall mean the Internal Revenue Code of 1986, as amended, and the regulations thereunder, or any subsequent legislative enactment thereof, as in effect from time to time.

“*Contaminant*” shall mean and include any pollutant, contaminant, hazardous material (as defined in any of the Environmental Laws), toxic substances (as defined in any of the Environmental Laws), asbestos or asbestos containing material, urea formaldehyde, polychlorinated biphenyls, regulated substances and wastes, radioactive materials, and petroleum or petroleum by-products, including crude oil or any fraction thereof, except that “Contaminant” shall not include small quantities of maintenance, cleaning and emergency generator fuel supplies customary for the operation of radio stations and maintained in compliance with all Environmental Laws in the ordinary course of business.

“*FCC Rules*” means the rules, regulations and policies of the FCC.

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

“*Governmental Authority*” means any federal, state, local, or foreign government, governmental, regulatory or administrative authority, agency, commission or department or any court, tribunal or judicial or arbitral body or any non-governmental self-regulatory authority, agency, commission or department, domestic or foreign.

“*Governmental Order*” means any agreement, order, writ, judgment, injunction, prohibition, ruling, decree, stipulation, determination or award (arbitration or otherwise) entered by or with any Governmental Authority.

“*Knowledge*,” “*known to*,” or similar terms shall refer to (i) with respect to Buyer, the actual knowledge, following reasonable inquiry of Satish Chandra and Shalini Raj Singh and (ii) with respect to Audacy, the actual knowledge following reasonable inquiry of any of Audacy Inc.’s Chief Executive Officer, Chief Operating Officer, Chief Financial Officer, and General Counsel.

“*Law*” means any federal, state, local, municipal, foreign or similar governmental statute, law, ordinance, regulation, rule, code, interpretation, directive, policy, writ, decree, injunction, stay, Governmental Order, requirement, rule of law (including common law) or of any Governmental Authority.

“*Letter of Intent*” means that certain letter agreement dated October 13, 2021 between Buyer and Audacy, Inc.

“*Liens*” shall mean any mortgage, deed of trust, pledge, hypothecation, title defect, right of first refusal, security interest or other similar adverse interest, encumbrance, easement, restriction, claim, option, lien or charge of any kind, (including without limitation liens of the Internal Revenue Service or any other governmental agency or authority), whether voluntarily incurred or by operation of Law or otherwise, affecting assets or property, including any agreement to give or grant any of the foregoing, any conditional sale, financing lease or other title retention agreement,

and the filing or agreement to give any financing statement with respect to any assets or property under the Uniform Commercial Code or comparable Law of any jurisdiction.

“*Permitted Liens*” means, (a) Liens for taxes, assessments and other governmental charges not yet due and payable; (b) in the case of real property, zoning laws and ordinances and similar laws that are not violated by any existing improvement or that do not prohibit the use of real property as currently used; (c) any right reserved to any Governmental Authority to regulate the affected property (including restrictions stated in the permits); (d) in the case of any leased asset, excluding any assets subject to a financing lease, (i) the rights of any lessor under the applicable lease agreement or any Lien granted by any lessor and (ii) the rights of the grantor of any easement or any Lien granted by such grantor on such easement property; (e) in the case of real property, easements, rights of way, restrictive covenants and other encumbrances, encroachments or other similar matters of record or that do not materially adversely affect title to the property subject thereto nor impair the continued use of the property as currently used; (f) inchoate materialmen’s, mechanics’, workmen’s, repairmen’s or other like Liens arising in the ordinary course of business, which Liens are released at or prior to Closing, are the subject of a proration under this Agreement, or relate to Retained Obligations, and will not encumber the Station Assets after the Closing; (g) in the case of real property, any state of facts an accurate survey would show; (h) any matters disclosed on Schedule 6.9, and (i) the pending perpetual easement or similar arrangement described on Schedule 1.1(c).

“*Person*” shall mean an individual, a partnership, a corporation, an association, a joint stock company, a trust, a joint venture, an unincorporated organization or a governmental entity (or any department, agency or political subdivision thereof).

“*Release(d)*” shall have the meaning set forth in Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq.

17.2 Terms Generally. The term “*or*” is disjunctive; the term “*and*” is conjunctive. The term “*shall*” is mandatory; the term “*may*” is permissive. Masculine terms apply to females; feminine terms apply to males. The term “*include,*” “*includes*” or “*including*” is by way of example and not limitation.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

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

AUDACY LICENSE, LLC

By: _____



Andrew P. Sutor, IV
Executive Vice President

AUDACY CALIFORNIA, LLC

By: _____



Andrew P. Sutor, IV
Executive Vice President

FACTORIAL BROADCASTING, LLC

By: _____

Name: _____

Title: _____

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

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

AUDACY LICENSE, LLC

By: _____
Andrew P. Sutor, IV
Executive Vice President

AUDACY CALIFORNIA, LLC

By: _____
Andrew P. Sutor, IV
Executive Vice President

FACTORIAL BROADCASTING, LLC

By: Satish Chandra
Name: Satish Chandra
Title: Owner