

Exhibit A

ASSIGNMENT AND ASSUMPTION OF CERTAIN RIGHTS AND OBLIGATIONS UNDER THE EXCHANGE AGREEMENT

This ASSIGNMENT AND ASSUMPTION OF CERTAIN RIGHTS AND OBLIGATIONS UNDER THE EXCHANGE AGREEMENT (this “Agreement”) is dated _____, 2009, by and between THE NEW YORK TIMES RADIO, LLC, a Delaware limited liability company (“NYT Radio”), and WNYC RADIO, a New York non-profit corporation (“WNYC”).

RECITALS:

A. NYT Radio, Univision Radio New York, Inc., a Delaware corporation (“URI”), and WADO-AM License Corp., a Delaware corporation (“WLC” and collectively with URI, “Univision”), entered into that certain Asset Exchange Agreement, dated July 14, 2009 (the “Exchange Agreement”), together with WNYC pursuant to the terms of the Addendum thereto, pursuant to which, among other things, Univision has agreed to transfer and convey to NYT Radio the FCC licenses (the “FCC Licenses”) for radio station WCAA(FM), 105.9 MHz, Newark, New Jersey (FCC Facility ID #46978) (“105.9 FM”) and certain assets that are to be used in connection with the transmitter site operations of 105.9 FM (as defined in the Exchange Agreement, the “UR Assets”).

B. On the same date as the execution of the Exchange Agreement, NYT Radio and WNYC entered into that certain Asset Purchase Agreement (the “Purchase Agreement”), pursuant to which, among other things, NYT Radio has agreed to transfer and convey to WNYC (i) certain assets used in connection with the business and operations of radio station WQXR-FM, 96.3 MHz, New York, New York (FCC Facility ID #29022), and (ii) certain of NYT Radio’s rights under the Exchange Agreement relating to the acquisition of the UR Assets.

C. On the date hereof NYT Radio, WNYC and Univision are consummating the closing of the transactions contemplated by the Purchase Agreement and the Exchange Agreement (the “Closing”).

D. As a closing delivery pursuant to Sections 9.2 and 9.3 of the Purchase Agreement, and immediately prior to the Closing, NYT Radio desires to assign, transfer and convey, and WNYC wishes to acquire, assume and accept, certain rights and obligations of NYT Radio with respect to the UR Assets that are set forth in the Exchange Agreement, subject to Univision’s consent and agreement thereto.

A G R E E M E N T S:

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, NYT Radio and WNYC agree as follows:

1. Assignment. On the terms and subject to the conditions set forth in the Exchange Agreement, NYT Radio does hereby assign, transfer and convey, and WNYC does hereby acquire, accept and hold, the rights of NYT Radio under the terms of the Exchange Agreement that are set forth on Schedule 1 hereto to the extent related to the UR Assets that may be exercised by WNYC, as NYT Radio's assignee, at or following the Closing pursuant to the terms of the Exchange Agreement (the "Assigned Rights").

2. Assumption. On the terms and subject to the conditions set forth in the Exchange Agreement, WNYC does hereby assume, and agree to discharge and perform the obligations of NYT Radio under the terms of the Exchange Agreement that are set forth on Schedule 1 hereto to the extent related to the UR Assets that WNYC, as NYT Radio's assignee, is obligated to discharge or perform at or following the Closing pursuant to the terms of the Exchange Agreement (the "Assumed Obligations").

3. Indemnification Rights and Obligations. NYT Radio retains its indemnity rights and obligations under Section 8 of the Exchange Agreement except with respect to those rights and obligations included in the Assigned Rights and Assumed Obligations. NYT Radio shall not deliver to Univision a Claim Notice with respect to the UR Assets under the Exchange Agreement without the prior written consent of WNYC, which consent shall not be unreasonably withheld.

4. Application of Other Exchange Agreement Provisions. WNYC confirms and agrees that it has acquired and holds the Assigned Rights and will perform and discharge the Assumed Obligations subject to the terms of the Exchange Agreement applicable to the period following the Closing. Any notices to be given to WNYC as NYT Radio's partial assignee under the Exchange Agreement shall be sent to the recipients and addresses set forth on Section 10.1 of the Exchange Agreement.

5. Governing Agreement. This Agreement is governed by and subject to the terms of the Exchange Agreement. Any capitalized term that is used but not defined in this Agreement shall have the meaning given to such term in the Exchange Agreement.

6. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

7. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, and all of which counterparts together shall constitute one and the same fully executed instrument. For all intents and purposes delivery of counterpart signature pages may be effected via email or scanned, or facsimile transmission of, executed signature pages.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the date first above written.

NYT RADIO:

WNYC:

THE NEW YORK TIMES RADIO, LLC

WNYC RADIO

By: _____
_____, _____

By: _____
_____, _____

CONSENT OF UNIVISION TO THE ASSIGNMENT AND ASSUMPTION
OF CERTAIN RIGHTS AND OBLIGATIONS

By its execution of this Agreement Univision confirms its consent and agreement to the terms of this Agreement. Univision confirms that at the Closing occurring on the date hereof, WNYC shall be the Transferee, as NYT Radio's assignee, of the UR Assets pursuant to the terms of the Exchange Agreement.

URI:

WLC:

UNIVISION RADIO NEW YORK, INC.

WADO-AM LICENSE CORP.

By: _____
Timothy P. Ward, CFO and SVP

By: _____
Timothy P. Ward, CFO and SVP

Schedule 1

Assigned Rights and Assumed Obligations

The table below sets forth the Assigned Rights and the Assumed Obligations under and subject to the terms of Exchange Agreement. All section references are to sections in the Exchange Agreement.

Section	Assigned Rights	Assumed Obligations
2.1(a)	The right to receive at Closing, as Transferee, all of Univision's right, title and interest in and to the UR Assets, free and clear of all Liens other than Permitted Liens.	The obligation to acquire and accept, as Transferee, all of Univision's right, title and interest in and to the UR Assets.
2.3(c) & (d)	NYT Radio's post-Closing rights as Transferee of the UR Assets to settle with Univision (and receive payment, if applicable) any additional Adjustments with respect to the UR Assets.	NYT Radio's post-Closing obligations as Transferee of the UR Assets to settle with Univision (and make payment, if applicable) any additional Adjustments with respect to the UR Assets.
2.4	Transferee's rights regarding the retention by Univision, as Owner, of the "Non-Assumed Liabilities" relating to the UR Assets.	Transferee's obligations to assume and perform the "Assumed Liabilities" relating to the UR Assets.
3	NYT Radio's rights as Transferee to the benefit of the representations and warranties made by Univision with respect to the UR Assets (including the FCC Licenses) and its Transmitter Site Operations.	None.
6	NYT Radio's rights as Transferee of the UR Assets to require the conditions to Closing with respect to the transfer of the UR Assets to be satisfied on or prior to the Closing Date, subject to Transferee's right to waive any conditions on the Closing Date.	NYT Radio's obligations as Transferee of the UR Assets to satisfy the condition to Closing set forth in Section 6.2 by delivering to Univision at Closing the deliveries set forth in Sections 7.3 (a)-(c).
7.2 & 7.3	NYT Radio's rights as Transferee of the UR Assets to receive from Univision as Owner at Closing the deliveries set forth in Sections 7.2 (b)-(i).	Transferee's obligations regarding the UR Assets to deliver to Univision at Closing the deliveries set forth in Sections 7.3 (a)-(c).

Section	Assigned Rights	Assumed Obligations
8	NYT Radio's rights as Transferee to be indemnified under Sections 8.2 (a)-(c) by Univision as Owner with respect to the UR Assets and the Non-Assumed Liabilities pertaining thereto.	Transferee's obligations as Transferee to indemnify Univision pursuant to Sections 8.2 (b) and (d) with respect to the Assumed Liabilities relating to the UR Assets or to WNYC's performance following Closing of the Assumed Obligations hereunder.