

## ASSIGNMENT OF LICENSE AGREEMENT

This Assignment of License Agreement (the "Agreement") is entered into this 20<sup>th</sup> Day of November, 2009, by and among Scotnmex Broadcasting, LLC, a Delaware limited liability company ("Seller"), and Univision Radio License Corporation, a Delaware Corporation ("Buyer") (each a "Party" and together the "Parties").

### RECITALS

Seller is the licensee of FM translator station W276AV, Stamford, Connecticut, Federal Communications Commission ("FCC") Facility ID 24109 (the "Station"); and

Subject to the terms of this Agreement, Seller wishes to sell, and Buyer wishes to buy, certain of the property and rights related to the business and operation of the Station, and to secure the assignment of the FCC license of the Station (the "License").

### AGREEMENT

NOW, THEREFORE, taking the foregoing into account, and in consideration of the mutual covenants and agreements set forth herein, and the consideration, the sufficiency of which is agreed to, the Parties, intending to be legally bound, hereby agree to the following.

Purchase Price. The purchase price to be paid by Buyer to Seller for the Station is sixty-five thousand United States dollars (\$65,000.00) in cash (the "Purchase Price"). Upon execution of this Agreement, Buyer immediately will tender ten thousand United States dollars (\$10,000.00) to Seller by wire transfer or certified funds as a deposit (the "Deposit"), which shall be credited fully toward the Purchase Price upon Closing (as defined below). Seller will refund the Deposit to Buyer within ten (10) business days of written request therefore from Buyer if the Closing does not take place for any reason except non-performance, or breach, of this Agreement by Buyer.

FCC Application. Within five (5) business days of the execution of this Agreement and the receipt of the Deposit by Seller, Buyer and Seller will prepare and jointly file an application to the FCC requesting its consent to the assignment of the License from Seller to Buyer (the "Application"). Seller shall remain in control of the Station and the License until consummation of the transactions contemplated by this Agreement.

Closing. Within five (5) business days after the FCC issues its consent to the Application, and which shall not contain any conditions materially adverse to Buyer or Seller, the Parties shall exchange reasonable assignment documentation establishing the acquisition of the License by Buyer and Buyer shall pay the remaining balance of the Purchase Price to Seller by wire transfer or certified funds (the "Closing"). At that point, Seller will provide Buyer with full access to the electronic FCC records for the Station. If the Closing does not occur on or before July 1, 2010, either Party may terminate this Agreement by written notice to the other Party.

Costs. Buyer shall be solely responsible for the prompt payment of all owed, accrued or due taxes or fees related to the Station or the License as of the Closing, including without limitation, any form of FCC fees. Other than as set forth on Exhibit A to this Agreement, there are no outstanding or unpaid Station-related FCC fees. Seller shall be responsible solely for any brokerage fees or commissions due as a result of the sale of the License pursuant to this Agreement. The Parties will be responsible separately for their own incurred costs necessary to fulfill this Agreement. Each Party shall bear one-half of any filing fee resulting from the filing of the Application.

FCC Qualifications. Buyer represents and warrants that it is qualified to acquire and hold the License and that there are no outstanding matters before, or related to, the FCC that would interfere with such qualifications or that would materially delay the processing of the Application. Seller represents and warrants to Buyer that (a) Seller is the lawful and valid holder of the License free and clear of lines, claims, or encumbrances of any kind, (b) the License is in full force and effect, unimpaired by any act or omission of Seller and has been renewed for its full term, and (c) there is not pending or, to the knowledge of Seller threatened, (i) any action by the FCC to revoke, cancel, rescind, modify or refuse to renew in the ordinary course the License, or (ii) any complaint, notice of violation, notice of apparent liability or of forfeiture with respect to the Station.

Other Property. Seller will cooperate with Buyer in relocating the transmission site of the Station. The cooperation described in this provision is not a binding commitment of Seller and any success or failure of such cooperation cannot be considered grounds to delay or prevent the Closing.

Mutual Cooperation. The Parties will make their commercially reasonable best efforts, and cooperate with each other, to prosecute the Application and effectuate the Closing as quickly as possible, time being of the essence. Each Party shall execute and deliver such documents, and take such other actions as shall be reasonably requested by the other Party to carry out the transactions provided and the intentions of the Parties set forth in this Agreement.

Indemnification. Each Party hereby indemnifies and agrees to hold harmless the other Party for any and all claims and damages of every kind as a result of any claim or legal proceeding relating to the performance, nonperformance or breach of any representation or covenant made by such Party under this Agreement. The Parties expressly agree that neither Party shall be liable to the other for special, incidental or consequential damages, whether known or unknown.

Attorney's Fees. In the event of any legal action to enforce the provisions of this Agreement, the prevailing Party shall have the right to an award of its reasonable attorneys' fees and costs related to the action.

Public Announcements. Prior to Closing, no Party shall, without the prior written consent of the other (such consent not to be unreasonably withheld or delayed), issue any press release or make any other public announcement concerning the transactions contemplated by this Agreement, except to the extent that such Party is so obligated by law, in which case such Party

shall give advance notice to the other, and except that the Parties shall cooperate to make a mutually agreeable announcement, and except as necessary to enforce rights under or in connection with this Agreement. Notwithstanding the foregoing, the Parties acknowledge that this Agreement and the terms hereof (excluding the attached schedules) will be filed with the Application and thereby become public.

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

(a) operate the Station in the ordinary course of business, including pursuant to its request for special temporary authority, and in all material respects in accordance with FCC rules and regulations and with all other applicable laws, regulations, rules and orders;

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

(c) upon reasonable notice, give Buyer and its representatives reasonable access during normal business hours to the Station and its assets, and furnish Buyer with information relating to the Station and its assets that Buyer may reasonably request, provided that such access rights shall not be exercised in a manner that interferes with the operation of the Station.

Survival. The representations and warranties set forth in this Agreement shall survive Closing for a period of 12 months. All covenants and agreements shall survive until satisfied. The representations and warranties set forth in this Agreement shall be true and correct on the date of this Agreement as well as at the Closing.

Miscellaneous. The Parties represent that each of them, and their signatories to this Agreement, are authorized fully to execute this Agreement and to fulfill the terms of this Agreement, without material condition, restraint or conflict. Buyer understands that the Station is sold "as is" without any material representations by Seller. This Agreement may be executed by exchange of facsimile transmission, or scanned e-mail delivery, and in counterparts, each of which shall constitute an original but together will constitute a single document. The Parties shall, as necessary, provide each other with contact information for the purpose of notice under this Agreement.

*[Signature Page Follows]*

SELLER:

Wm MacLeod  
 Scotnmex Broadcasting, LLC  
 By: NEIL MACLEOD  
 Its: MANAGER

BUYER:

[Signature]  
 Univision Radio License Corporation  
 By: [Signature]  
 Its: [Signature]