

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made as of March 18, 2005 among OBC Broadcasting, Inc., Upstate Broadcasting LLC and Simpsonville Broadcasting LLC (collectively, "Seller") and Entercom Greenville, LLC ("Entercom") and Entercom Greenville License, LLC ("Entercom License") (Entercom and Entercom License, collectively, "Buyer").

### Recitals

A. Seller owns and operates the following radio broadcast stations (each a "Station" and collectively the "Stations") pursuant to certain authorizations issued by the Federal Communications Commission (the "FCC"):

WROQ(FM), Anderson, South Carolina  
WTPT(FM), Forest City, North Carolina  
WGVC(FM), Simpsonville, South Carolina

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

### Agreement

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

#### ARTICLE 1: PURCHASE OF ASSETS

1.1. Station Assets. On the terms and subject to the conditions hereof, on the Closing Date (defined below), Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase and acquire from Seller, all right, title and interest of Seller in and to all assets, properties, interests and rights of Seller, real and personal, tangible and intangible, that are used or held for use in the operation of the Stations, except the Excluded Assets (defined below) (the "Station Assets"), including without limitation the following:

(a) all licenses, permits and other authorizations issued to Seller by the FCC 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;

(b) all of Seller's equipment, transmitters, antennas, cables, towers, vehicles, furniture, fixtures, spare parts and other tangible personal property of every kind and description that are used or held for use in the operation of the Stations, including without limitation those listed on *Schedule 1.1(b)*, except for any retirements or dispositions thereof made between the date hereof and Closing in the ordinary course and in compliance with the terms and conditions of Section 4.1 (the "Tangible Personal Property");

(c) all of Seller's real property used or held for use in the operation of the Stations (including any appurtenant easements and improvements located thereon), including without limitation those listed on *Schedule 1.1(c)* (the "Real Property");

(d) all agreements for the sale of advertising time on the Stations entered into in the ordinary course, and all other contracts, agreements, and leases entered into in the ordinary course, including without limitation those listed on *Schedule 1.1(d)*, together with all contracts, agreements, and leases made between the date hereof and Closing in the ordinary course and in compliance with the terms and conditions of Section 4.1 (the "Station Contracts"); provided, however, that any Station Contracts existing as of the date of this Agreement that are not listed on *Schedule 1.1(d)* (other than agreements for the sale of advertising time entered into in the ordinary course), when combined with those executed after the date of this Agreement, shall not exceed the limitations set forth in Section 4.1(f);

(e) all of Seller's rights in and to the Stations' call letters and Seller's rights in and to the trademarks, trade names, service marks, internet domain names, copyrights, programs and programming material, jingles, slogans, logos, and other intangible property which are used or held for use in the operation of the Stations, including without limitation those listed on *Schedule 1.1(e)* (the "Intangible Property"); and

(f) Seller's rights in and to all the files, documents, records, and books of account (or copies thereof) relating to the operation of the Stations, including the Stations' local public files, programming information and studies, engineering data, advertising studies, marketing and demographic data, sales correspondence, lists of advertisers, credit and sales reports, and logs, but excluding records relating to Excluded Assets (defined below).

The Station Assets shall be transferred to Buyer free and clear of liens, claims and encumbrances ("Liens") except for (i) Assumed Obligations (defined in Section 1.3), (ii) liens for taxes not yet due and payable, (iii) mechanic's, materialmen's and similar liens with respect to amounts not yet due and payable and for which payment is either an Assumed Obligation for which Buyer receives an adjustment pursuant to Section 1.6 or a Retained Obligation, and (iv) with respect to the Real Property, any easements, rights of way, building and use restrictions, exceptions, reservations and limitations that do not in any material respect detract from the value of the property subject thereto or impair the use thereof in the ordinary course of the business of the Stations (collectively, "Permitted Liens").

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

(a) all cash and cash equivalents of Seller, including without limitation certificates of deposit, commercial paper, treasury bills, marketable securities, money market accounts and all such similar accounts or investments;

(b) all tangible and intangible personal property of Seller retired or disposed of in the ordinary course and in compliance with the terms and conditions of Section 4.1 hereof between the date of this Agreement and Closing;

(c) all Station Contracts that are terminated or expire prior to Closing in the ordinary course and in compliance with the terms and conditions of Section 4.1 hereof;

(d) Seller's corporate names and trade names unrelated to the operation of the Stations (the name "Barnstable" is an Excluded Assets and the Stations' call letters are Station Assets), charter documents, and books and records relating to the organization, existence or ownership of Seller, duplicate copies of the records of the Stations, and all records not relating to the operation of the Stations;

(e) contracts of insurance, and all insurance proceeds and claims made thereunder;

(f) all pension, profit sharing and deferred compensation plans and trusts and the assets thereof and any other employee benefit plan or arrangement and the assets thereof, if any, maintained by Seller; and

(g) the Stations' accounts receivable arising prior to the time of Closing.

1.3. Assumption of Obligations. On the Closing Date, Buyer shall assume the obligations of Seller arising after Closing under the Station Contracts and the obligations described in Section 5.5 (collectively, the "Assumed Obligations"). Except for the Assumed Obligations, Buyer does not assume, and will not be deemed by the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby to have assumed, any other liabilities or obligations of Seller (the "Retained Obligations").

1.4. Purchase Price. In consideration for the sale of the Station Assets to Buyer, at Closing (defined below) Buyer shall pay Seller, by wire transfer of immediately available funds, the sum of Forty-Five Million Dollars (\$45,000,000), subject to adjustment pursuant to Section 1.6 (the "Purchase Price").

1.5. Deposit. Within one business day after the date of this Agreement, Buyer shall deposit an amount equal to 10% of the Purchase Price (the "Deposit") with Bank of America (the "Escrow Agent") pursuant to the Escrow Agreement (the "Escrow Agreement") of even date herewith among Buyer, Seller and the Escrow Agent. At Closing, the Deposit shall be disbursed to Seller and applied to the Purchase Price and any interest accrued thereon shall be disbursed to Buyer. If this Agreement is terminated by Seller pursuant to Section 10.1(c) or Section 10.1(e), the Deposit and any interest accrued thereon shall be disbursed to Seller. If this Agreement is terminated for any other reason, the Deposit and any interest accrued thereon shall be disbursed to Buyer. The parties shall each instruct the Escrow Agent to disburse the Deposit and all interest thereon to the party entitled thereto and shall not, by any act or omission, delay or prevent any such disbursement. Any failure by Buyer to make the Deposit within one business day after the date hereof constitutes a material default as to which the Cure Period under Section 10.1 does not apply entitling Seller to immediately terminate this Agreement.

1.6. Prorations and Adjustments.

(a) Except as otherwise provided herein, all deposits, reserves and prepaid and deferred income and expenses relating to the Station Assets and arising from the operation of the Stations shall be prorated between Buyer and Seller in accordance with generally accepted

accounting principles as of 12:01 a.m. on the day of Closing. Such prorations shall include all ad valorem, real estate and other property taxes (except transfer taxes as provided by Section 11.1), music and other license fees, employee performance incentives set forth in employment agreements or annual compensation plans, any vacation and sick leave for Transferred Employees (defined below) (for the calendar year in which Closing occurs such prorations shall take into account time taken before Closing but not accrued as of Closing (in favor of Seller) and time accrued prior to Closing and taken after Closing (in favor of Buyer)), utility expenses, rent and other amounts under Station Contracts and similar prepaid and deferred items. Sales commissions related to the sale of advertisements broadcast on the Stations prior to Closing shall be the responsibility of Seller, and sales commissions related to the sale of advertisements broadcast on the Stations after Closing shall be the responsibility of Buyer. Prorations and adjustments shall be made at Closing to the extent practicable. As to those prorations and adjustments not capable of being ascertained at Closing, an adjustment and proration shall be made within ninety (90) calendar days of Closing.

(b) With respect to trade, barter or similar agreements for the sale of time for goods or services ("Barter Agreements") assumed by Buyer pursuant to Section 1.1(d), if at Closing the Stations have an aggregate negative or positive barter balance (*i.e.*, the amount by which the value of air time to be provided by the Stations after Closing exceeds, or conversely, is less than, the fair market value of corresponding goods and services), there shall be no proration or adjustment, unless the negative or positive barter balance of the Stations as an aggregate exceeds \$75,000, in which event such excess or deficiency, as the case may be, shall be treated either as prepaid time sales or a receivable of Seller, and adjusted for as a proration in Buyer's or Seller's favor, as applicable. In determining barter balances, the value of air time shall be based upon Seller's rates as of Closing, and corresponding goods and services shall include those to be received by the Stations after Closing.

1.7. Allocation. Seller and Buyer will each allocate the Purchase Price in accordance with the respective fair market values of the Station Assets and the goodwill being purchased and sold in accordance with the requirements of Section 1060 of the Internal Revenue Code of 1986, as amended (the "Code"), and shall each file its federal income tax returns and its other tax returns reflecting such allocation; provided, however that nothing contained herein shall prevent Buyer or Seller from settling any proposed deficiency or adjustment by any taxing authority based on or arising out of such allocation, and neither Buyer nor Seller shall be required to litigate before any court any proposed deficiency or adjustment by any taxing authority challenging such allocation. Each party shall provide the other a copy of its allocation prior to filing.

1.8. Closing. The consummation of the sale and purchase of the Station Assets provided for in this Agreement (the "Closing") shall take place on the fifth business day after the last to occur of the following (or on such earlier day as Buyer and Seller may mutually agree): (i) the date of the FCC Consent (defined below) pursuant to the FCC's initial order or (ii) the date the Required Consents (defined below) are obtained, in any case subject to the satisfaction or waiver of the conditions set forth in Articles 6 or 7 below. The date on which the Closing is to occur is referred to herein as the "Closing Date."

1.9. FCC Consent. Within five (5) business days of the date of this Agreement, Buyer and Seller shall file an application with the FCC (the "FCC Application") requesting FCC

consent to the assignment of the FCC Licenses from Seller to Entercom License (the "FCC Consent"). Buyer and Seller shall diligently prosecute the FCC Application and otherwise use their best efforts to obtain the FCC Consent as soon as possible. Without limiting the foregoing, in addition to its obligations under Section 1.10, Buyer shall timely divest any assets necessary to obtain any governmental clearance reasonably in advance of the Outside Date (defined below). Buyer and Seller shall notify each other of all documents filed with or received from any governmental authority with respect to this Agreement or the transactions contemplated hereby. Buyer and Seller 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. Notwithstanding the foregoing, if the FCC will not accept the FCC Application for filing until Buyer files an application for consent to consummate the Divestiture Condition (defined below), then the parties shall file the FCC Application concurrent with such application.

1.10. Divestitures. To comply with the FCC's multiple ownership rules, prior to Closing, Buyer must consummate the divestiture of two radio stations now owned by it that are located in the market in which the Stations are located (the "Divestiture Condition"). Buyer shall satisfy the Divestiture Condition by August 18, 2005 (the "Divestiture Date"). Buyer may elect to extend the Divestiture Date until December 19, 2005 by paying Seller an amount equal to 5% of the Purchase Price (being \$2,250,000) on or before August 18, 2005. Buyer may elect to further extend the Divestiture Date until March 17, 2006 by paying Seller an additional amount equal to 5% of the Purchase Price (being \$2,250,000) on or before December 19, 2005. If the Divestiture Date is extended to March 17, 2006, such extension shall also automatically extend the Outside Date until March 31, 2006. Each such payment shall be final and non-refundable; provided, however, if (i) this Agreement is terminated by Buyer pursuant to Section 10.1(b) or (ii) Buyer satisfies the Divestiture Condition by the Divestiture Date and this Agreement is terminated pursuant to Section 10.1(d) and Seller has not obtained the Required Consents as of the date of such termination, then Buyer shall be entitled to a refund of any such payments in full. If Closing occurs, each such payment (if any) shall be credited as a partial payment of the Purchase Price. Any payment made under this Section shall be made by wire transfer of immediately available funds. If Buyer makes such payments and satisfies the Divestiture Condition by the Divestiture Date but the FCC Consent has not been obtained by the Outside Date, then the Outside Date shall be extended for a period of two (2) months unless there is then pending a petition or other filing against the FCC Application, or a review by the FCC, with respect to Buyer's qualification to own the Stations or the ownership contemplated by this Agreement.

## ARTICLE 2: SELLER REPRESENTATIONS AND WARRANTIES

Seller makes the following representations and warranties to Buyer:

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

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

2.3. No Conflicts. The execution, delivery and performance by Seller of this Agreement and the Seller Ancillary Agreements and the consummation by Seller of any of the transactions contemplated hereby or thereby does not and will not conflict with, violate, result in a breach of the terms and conditions of, or, with or without the giving of notice or passage of time, result in an event of default under, or cause the loss of any right or creation of any lien under, any organizational documents of Seller, any lease, contract or agreement, including the Station Contracts, to which Seller is a party or to which its properties are subject, or any law, judgment, order, or decree to which Seller is subject or, except for the FCC Consent, any necessary senior creditor consent, and consent to assign the Station Contracts as set forth on *Schedule 1.1(d)*, require the consent or approval of, or a filing by Seller with, any governmental or regulatory authority or any third party.

2.4. FCC Licenses. Seller is the holder of the FCC Licenses described on *Schedule 1.1(a)*, which are all of the licenses, permits and authorizations required for the present operation of the Stations. The FCC Licenses are in full force and effect and have not been revoked, suspended, canceled, rescinded or terminated and have not expired. There is not pending any action by or before the FCC or any court or other governmental authority to revoke, suspend, cancel, rescind or materially adversely modify any of the FCC Licenses (other than proceedings to amend FCC rules of general applicability), and there is not now issued or outstanding, by or before the FCC or any court or other governmental authority, any order to show cause, notice of violation, notice of apparent liability, or notice of forfeiture against Seller with respect to the Stations. Except as set forth on *Schedule 1.1(a)*, the Stations are operating in compliance in all material respects with the FCC Licenses, the Communications Act of 1934, as amended (the "Communications Act"), and the rules, regulations and policies of the FCC.

2.5. Taxes. Seller has, in respect of the Stations' business and the Station Assets, (a) filed all foreign, federal, state, county and local Tax Returns (defined below) which are required to have been filed by it under applicable law, and (b) has paid all Taxes (defined below) which have become due and payable by Seller. As used herein, "Taxes" shall mean any federal, state or local net or gross income, gross receipts, sales, use, excise, property, ad valorem, transfer, franchise, license, withholding, payroll, employment and social security, unemployment, and other taxes, fees, assessments or charges of any kind imposed by any governmental authority, together with any associated interest or penalties, and "Tax Returns" means any return, declaration, report, claim for refund, or statement relating to Taxes, including any schedules or attachments thereto and any amendments thereof.

2.6. Personal Property. *Schedule 1.1(b)* contains a list of material items of transmission equipment located at the Stations' transmitter sites and used in the operation of the Stations. Except as set forth on *Schedule 1.1(b)*, Seller has good and marketable title to the Tangible Personal Property free and clear of Liens other than Permitted Liens. Except as set forth on *Schedule 1.1(b)*, all material items of Tangible Personal Property are in normal operating condition, ordinary wear and tear excepted.

2.7. Real Property. *Schedule 1.1(c)* contains a description of all Real Property included in the Station Assets. Seller owns no real property used or held for use in the operation of the Stations. *Schedule 1.1(c)* includes a description of each lease of Real Property or similar agreement included in the Station Assets (the "Real Property Leases"). To Seller's knowledge, the Real Property is not subject to any suit for condemnation or other taking by any public authority. The Real Property Leases provide access to the Stations' facilities on the terms set forth therein. To Seller's knowledge, the antenna tower (including guy wires and anchors) and other structures owned by Seller located on the real property which is the subject of the Antenna Site License dated June 4, 1987 between Seller (as assignee of Rutherford County Radio Company, Inc.) and Tryon Peak Investors, as amended to date (the "WTPT Site License"), do not impermissibly encroach on any adjacent real property, and comply in all material respects with applicable law, including zoning laws.

2.8. Contracts. Each of the Station Contracts (including each of the Real Property Leases) is in full force and effect and is binding upon and enforceable against Seller and, to Seller's knowledge, the other parties thereto (subject to bankruptcy, insolvency, reorganization or other similar laws relating to or affecting the enforcement of creditors' rights generally and to general principles of equity). Seller has performed its obligations under each of the Station Contracts in all material respects, and is not in material default thereunder, and to Seller's knowledge, no other party to any of the Station Contracts is in default thereunder in any material respect. *Schedule 1.1(d)* identifies those Station Contracts that require consent to assign to Buyer.

2.9. Environmental. Except as set forth in any environmental report listed on *Schedule 1.1(c)* or in any Environmental Audit (defined below), to Seller's knowledge, no hazardous or toxic substance or waste regulated under any applicable environmental, health or safety law has been generated, stored, transported or released on, in, from or to the Real Property included in the Station Assets. Except as set forth in any environmental report listed on *Schedule 1.1(c)* or in any Environmental Audit, to Seller's knowledge, Seller has complied in all material respects with all environmental, health and safety laws applicable to the Stations, and to Seller's knowledge as of the date hereof, there is not now any underground storage tank located on the Real Property under the WTPT Site License, and Seller does not use any underground storage tank located on any Real Property (if any) in its operations of the Stations. Seller has delivered to Buyer true and complete copies of any environmental assessment or report relating to the Real Property or the Stations in its possession.

2.10. Intangible Property. *Schedule 1.1(e)* contains a description of the material Intangible Property included in the Station Assets. Except as set forth on *Schedule 1.1(e)*, Seller has received no notice of any claim that its use of the Intangible Property infringes upon any third party rights, and to Seller's knowledge, no programming or other material used or broadcast by Seller or the Stations infringes on any copyright, patent or trademark of any third party in any

material respect. Except as set forth on *Schedule 1.1(b)*, Seller owns or has the right to use the Intangible Property free and clear of Liens other than Permitted Liens.

2.11. Employees. Seller has complied in all material respects with all labor and employment laws, rules and regulations applicable to the Stations' business, including without limitation those which relate to prices, wages, hours, discrimination in employment and collective bargaining. There is no unfair labor practice charge or complaint against Seller in respect of the Stations' business pending or to Seller's knowledge threatened before the National Labor Relations Board, any state labor relations board or any court or tribunal, and there is no strike, dispute, request for representation, slowdown or stoppage pending or threatened in respect of the Stations business. With respect to the employees of Seller at the Stations, Seller is not party to any collective bargaining, union or similar agreement, and to Seller's knowledge no union represents or claims to represent, or is attempting to organize, such employees.

2.12. Insurance. Seller maintains insurance policies with respect to the Stations and the Station Assets as set forth in the insurance certificate previously delivered to Buyer. Seller maintains such insurance policies in types and coverage consistent with its practices for other stations owned by Seller or its affiliates, and will maintain such policies until Closing.

2.13. Compliance with Law. Seller has complied in all material respects with all laws, ordinances, codes, rules and regulations, and all decrees, judgments and orders of any court or governmental authority which are applicable to the operation of the Stations. There is no action, suit or proceeding pending or threatened against Seller in respect of the Stations that will subject Buyer to liability or which will affect Seller's ability to perform its obligations under this Agreement. To Seller's knowledge, there are no governmental claims or investigations pending or threatened against Seller in respect of the Stations except those affecting the industry generally.

2.14. Financial Statements. Seller has provided to Buyer copies of its audited statements of operations for the Stations for the years ended December 31, 2002 and December 31, 2003 and unaudited statements of operations for the Stations for the year ended December 31, 2004. Such statements are the combining statements included in the combined financial statements of Seller and its affiliates (but such combining statements are not separately audited). Shared operating expenses and revenue from combined sales are allocated among the Stations as determined by Seller. Except for the foregoing and except for the absence of footnotes, such statements have been prepared in accordance with generally accepted accounting principles consistently applied and in the aggregate present fairly in all material respects the financial position and results of operations of the Stations as operated by Seller for the respective periods covered thereby.

2.15. 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 Seller or any party acting on Seller's behalf, except for Kalil & Co. Payment of any fee due Kalil & Co. under its engagement by Seller shall be Seller's sole cost and expense.



2.16. No Undisclosed Liabilities. There are no liabilities or obligations of Seller that will be binding upon Buyer after Closing other than the Assumed Obligations and other than pursuant to the prorrations under Section 1.6.

2.17. Sufficiency. The Station Assets include all assets, including FCC authorizations and contracts, leases and agreements that are necessary for, or are used or held for use in, the operation of the Stations in all material respects as currently operated.

### ARTICLE 3: BUYER REPRESENTATIONS AND WARRANTIES

Buyer hereby makes the following representations and warranties to Seller:

3.1. Organization. Buyer is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, and is (or if not required until Closing, then as of Closing will be) qualified to do business in each jurisdiction in which such qualification is required. Buyer has the requisite power and authority to execute, deliver and perform this Agreement and all of the other agreements and instruments to be executed and delivered by Buyer pursuant hereto (collectively, the "Buyer Ancillary Agreements") and to consummate the transactions contemplated hereby.

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

3.3. No Conflicts. Subject to Section 1.10, the execution, delivery and performance by Buyer of this Agreement and the Buyer Ancillary Agreements and the consummation by Buyer of any of the transactions contemplated hereby or thereby does not and will not conflict with, violate, result in a breach of the terms and conditions of, or, with or without the giving of notice or passage of time, result in an event of default under, or cause the loss of any rights or creation of any lien under, any organizational documents of Buyer, any lease, contract or agreement to which Buyer is a party or to which its properties are subject, or any law, judgment, order or decree to which Buyer is subject, or require the consent or approval of, or a filing by Buyer with, any governmental or regulatory authority or any third party, except the FCC Consent.

3.4. Qualification. Subject to Section 1.10, (a) Buyer is legally, financially and otherwise qualified to be the licensee of, acquire, own and operate the Stations under the Communications Act and the rules, regulations and policies of the FCC, (b) there are no facts that would, under existing law and the existing rules, regulations, policies and procedures of the FCC, disqualify Buyer as an assignee of the FCC Licenses or as the owner and operator of the Stations, and (c) no waiver of any FCC rule or policy is necessary for the FCC Consent to be

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

3.5. 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 Buyer or any party acting on Buyer's behalf. Payment of any broker engaged by Buyer shall be Buyer's sole cost and expense.

#### ARTICLE 4: SELLER COVENANTS

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

(a) operate the Stations in the ordinary course and in all material respects in accordance with the Communications Act and FCC rules and regulations and with all other applicable laws, regulations, rules and orders, make all material filings with the FCC required to be made under the Communications Act and the rules and regulations of the FCC, and deliver copies of such material filings to Buyer promptly after such filings are made;

(b) maintain all FCC Licenses in full force and effect and not adversely modify any of the FCC Licenses or materially change the format of the Stations, and not other than in the ordinary course and with respect to Station Assets not material to the operations of the Stations as currently conducted, sell, lease or dispose of or agree to sell, lease or dispose of any of the Station Assets, or create, assume or permit to exist any Liens upon the Station Assets, except for Permitted Liens and the Lien described on *Schedule 1.1(b)*, and not dissolve, liquidate, or merge or consolidate with any other entity;

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

(d) if requested by Buyer, cooperate with Buyer to create, at Buyer's expense, an inventory of material items of Tangible Personal Property included in the Station Assets;

(e) at Buyer's sole cost and expense, provide Buyer any financial information regarding the Stations as is maintained by Seller on a basis not consolidated with other stations and requested by Buyer that is reasonably necessary to satisfy any reporting obligations to the Securities and Exchange Commission or reasonably necessary to obtain acquisition financing for the Stations;

(f) deliver to Buyer copies of any new Station Contracts, not terminate or waive any material rights under any Station Contracts other than in the ordinary course, and not enter into any new Station Contracts (or amendments of existing Station Contracts) that will be binding after Closing and that either or both (i) require post-Closing payments by Buyer of more than \$150,000 as adjusted as provided below (in the aggregate for all such new contracts), or (ii)

are made with an affiliate of Seller (*i.e.*, any person or entity controlling, controlled by, or under common control with Seller); provided, however that

(A) this Section 4.1(f) shall not apply to new time sales agreements and other Station Contracts (including without limitation employment agreements) in the ordinary course that are terminable upon thirty days notice or less without penalty;

(B) the amount set forth in clause (i) of this Section 4.1(f) shall be adjusted upward \$50,000 per calendar quarter until Closing (with any partial period prorated); and

(C) for purposes of calculating the amount of "post-Closing payments by Buyer" under clause (i) of this Section 4.1(f), if a contract is terminable by giving advance notice, then such amount shall include only the post-Closing amount that would be payable if a termination notice were given at Closing (whether or not such notice is in fact given), but it no event shall such amount be more than the amount payable absent such termination notice;

(g) except in the ordinary course (i) not enter into any employment, labor, or union agreement or plan that will be binding upon Buyer after Closing or (ii) increase the compensation payable to any employee of the Stations;

(h) (i) notify Buyer promptly if a Station is off the air for a continuous period of eight (8) hours or more or a Station's normal broadcast transmissions are interrupted or impaired in any material respect for a continuous period of 48 hours or more, (ii) maintain the Stations' inventories of spare parts and expendable supplies at levels in the ordinary course, and (iii) maintain the Tangible Personal Property in the ordinary course, and in the event of any loss or damage thereto, replace the lost or damaged items in the ordinary course;

(i) to the extent not previously delivered, within thirty (30) days of the date of this Agreement, deliver to Buyer copies of all Station Contracts requested by Buyer that are listed on *Schedule 1.1(d)* attached hereto;

(j) make capital expenditures in the ordinary course including for the item listed in the footnote on *Schedule 1.1(b)* (completion of work related thereto is not a condition to Closing, but if not paid in full by Closing will be the subject of an appropriate Purchase Price adjustment pursuant to Section 5.3), and make expenditures on market research and promotional activities previously budgeted by Seller for the Stations in the amounts set forth on *Schedule 4.1(j)*;

(k) adhere to its current practices, a summary of which has been previously delivered to Buyer, with respect to the amount of airtime available to broadcast commercials in non-network time on the Stations, except for reasonable exceptions in the ordinary course consistent with past practices; and

(l) use its commercially reasonable efforts to cause all Liens, other than Permitted Liens, on the Station Assets to be released in full at or prior to Closing.

## ARTICLE 5: JOINT COVENANTS

Buyer and Seller hereby covenant and agree as follows:

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 (including without limitation all financial information provided by Seller to Buyer) shall be confidential and shall not be disclosed to any other person or entity, except the parties' representatives and lenders for the purpose of consummating the transaction contemplated by this Agreement.

5.2. Announcements. Prior to Closing, no party shall, without the prior written consent of the other, which shall not 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 the parties shall cooperate to make a mutually agreeable announcement; provided, however, that Seller may make the public notices required by Section 73.3580 of the FCC's rules without notice to or consent of Buyer.

5.3. Control. Buyer shall not, directly or indirectly, control, supervise or direct the operation of the Stations prior to Closing. Consistent with FCC rules, control, supervision and direction of the operation of the Stations prior to Closing shall remain the responsibility of Seller as the holder of the FCC Licenses. Seller shall bear the risk of any loss of or damage to any of the Station Assets at all times until 12:01 a.m. local time on the day of Closing, and Buyer shall bear the risk of any such loss or damage thereafter. In the event of any damage or destruction of Station Assets prior to Closing, Seller will replace or repair such Station Assets in compliance with Section 4.1(h)(iii), but if such repair or replacement is not completed prior to Closing, then the parties shall proceed to Closing, the proceeds of any insurance covering such damage or destruction shall be assigned to Buyer at Closing, and to the extent such proceeds are not sufficient to cover the cost of such repair or replacement, the parties will agree upon an appropriate reduction to the Purchase Price, Buyer shall waive any claim against Seller with respect to such damage or destruction, and any representation of Seller in this Agreement with respect to the affected Station Assets shall be deemed qualified to take into account such damage or destruction. If a Station is off the air prior to Closing, Seller shall use commercially reasonable efforts to return the Station to the air as promptly as practicable. Notwithstanding anything herein to the contrary, if on the day otherwise scheduled for Closing a Station is off the air, then Closing shall be postponed until the date five (5) business days after the Station returns to the air (if the date to which Closing is postponed is later than the Outside Date, then the Outside Date shall be extended to such date).

5.4. Consents. The parties shall use commercially reasonable efforts to obtain any third party consents necessary for the assignment of any Station Contract (which shall not require any payment to any such third party). Seller shall request reasonable estoppel certificates from lessors under the Real Property Leases. To the extent that any Station Contract may not be assigned without the consent of any third party, and such consent is not obtained prior to Closing, this Agreement and any assignment executed pursuant hereto shall not constitute an assignment thereof, but to the extent permitted by law shall constitute an equitable assignment by Seller and assumption by Buyer of Seller's rights and obligations under the applicable Station

Contract, with Seller making available to Buyer the benefits thereof and Buyer performing the obligations thereunder on Seller's behalf; provided, however, that receipt of consent to assign the lease labeled as a "Required Consent" on *Schedule 1.1(c)* and the contract labeled as a "Required Consent" on *Schedule 1.1(d)* without conditions materially adverse to Buyer are condition precedents to Buyer's obligation to close under this Agreement (the "Required Consents"), but a failure of Seller to obtain such consents does not constitute a default under this Agreement (and receipt of any other contract consents or any estoppel certificates are not conditions to Closing).

5.5. Employees.

(a) Seller has provided Buyer a list showing employee positions and compensation (including base salary and incentives) for employees of the Stations. Buyer is not obligated to hire any of Seller's employees except those with employment contracts that are included in the Station Contracts. With respect to each employee of the Stations not party to an employment agreement included in the Station Contracts, Buyer shall notify Seller in writing whether or not it is hiring such employee upon Closing. Such notice shall be given at least ten (10) business days prior to Closing to enable Seller to give appropriate notices to employees without need to pay severance.

(b) Buyer and Seller have each designated a representative responsible for all communications related to employees of the Stations. If Buyer desires to interview any employee of any Station, Buyer's representative shall make arrangements to do so with Seller's representative, and neither Buyer nor its representative shall communicate with any such employee except in an interview arranged in such manner.

(c) With respect to employees of the Stations hired by Buyer ("Transferred Employees"), Seller shall be responsible for all compensation and benefits arising prior to Closing (in accordance with Seller's employment terms), and Buyer shall be responsible for all compensation and benefits arising after Closing (in accordance with Buyer's employment terms). Notwithstanding anything herein to the contrary, provided that Buyer receives an appropriate proration under Section 1.6, Buyer shall grant credit to each Transferred Employee for all unused vacation and sick leave accrued as of Closing as an employee of Seller, and Buyer shall assume and discharge Seller's obligation to provide such leave to such employees (such obligations being a part of the Assumed Obligations).

(d) Buyer shall permit Transferred Employees (and their spouses and dependents) to participate in its "employee welfare benefit plans" (including without limitation health insurance plans) and "employee pension benefit plans" (as defined in Section 3(1) and 3(2) of ERISA, respectively) in which similarly situated employees are generally eligible to participate, with coverage effective immediately upon Closing (and without exclusion from coverage on account of any pre-existing condition), with service with Seller deemed service with the Buyer for purposes of any length of service requirements, waiting periods, vesting periods and differential benefits based on length of service, and with credit under any welfare benefit plan for any deductibles or co-payments paid for the current plan year under any plan maintained by Seller.

(e) Buyer shall also permit each Transferred Employee who participates in the Seller's 401(k) plan to elect to make direct rollovers of their account balances into the Buyer's

401(k) plan as of 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 the Buyer's 401(k) plan, subject to compliance with applicable law and subject to the reasonable requirements of Buyer's 401(k) plan administrator.

5.6. Receivables. The Stations' accounts receivable arising prior to Closing, including without limitation the right to all revenue attributable to programs and announcements that air on the Stations prior to Closing and the right to all other revenue of the Stations attributable to the period prior to Closing (the "A/R"), shall remain the property of Seller, and Buyer shall not acquire any right or interest therein. For a period of ninety (90) days after Closing (the "Collection Period"), Buyer shall use commercially reasonable efforts to collect the A/R in the ordinary course of business (provided that Buyer shall not turn any A/R over to a collection agency or institute any collection proceedings with respect thereto) and shall apply all amounts collected from the Stations' account debtors to the oldest account first, unless the advertiser disputes in good faith 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 Seller shall be retained by Seller. Buyer shall not discount, adjust or otherwise compromise any A/R and Buyer shall refer any disputed A/R to Seller. Within ten calendar days after the end of each month, Buyer shall deliver to Seller a report showing A/R collections for the prior month and Buyer shall make a payment to Seller equal to the amount of all such collections. At the end of the Collection Period, any remaining A/R shall be returned to Seller for collection.

5.7. 1031 Exchange.

(a) By Seller. To facilitate a like-kind exchange under Section 1031 of the Code, Seller may assign its rights under this Agreement (in whole or in part) to a "qualified intermediary" under Section 1.1031(k)-1(g)(4) of the treasury regulations (but such assignment shall not relieve Seller of its obligations under this Agreement) and any such qualified intermediary may re-assign to Seller. If Seller gives notice of such assignment, Buyer shall provide Seller with a written acknowledgment of such notice prior to Closing and pay the Purchase Price (or such portion thereof as is designated in writing by the qualified intermediary) to or on behalf of the qualified intermediary at Closing and otherwise cooperate therewith.

(b) By Buyer. To facilitate a like-kind exchange under Section 1031 of the Code, Buyer may assign its rights under this Agreement (in whole or in part) to a "qualified intermediary" under Section 1.1031(k)-1(g)(4) of the treasury regulations (but such assignment shall not relieve Buyer of its obligations under this Agreement) and any such qualified intermediary may re-assign to Buyer. If Buyer gives notice of such assignment, Seller shall provide Buyer with a written acknowledgment of such notice prior to Closing and convey the Station Assets (or such portion thereof as is designated in writing by the qualified intermediary) to or on behalf of the qualified intermediary at Closing and otherwise reasonably cooperate therewith.

5.8. Environmental Audit.

(a) Buyer may, at Buyer's expense, cause to be performed (i) a Phase I environmental audit (the "Phase I") of the real property subject to the WTPT Site License, and (ii) if recommended by the consultant performing the Phase I, a Phase II environmental audit of

such real property (together with the Phase I, the "Environmental Audit"); provided that the Environmental Audit shall be conducted by reputable consultants, during normal business hours, without interfering with the business and operation of the Stations, shall be subject to compliance with any applicable provisions of the WTPT Site License, and shall be completed within forty-five (45) calendar days of the date of this Agreement (the "Environmental Date").

(b) If the Environmental Audit identifies a material adverse violation of, or condition requiring remediation under, applicable environmental law at such site (an "Environmental Condition") that is reasonably estimated to result in post-Closing Damages (defined below) to Buyer of \$250,000 or more in the aggregate, and Buyer gives Seller written notice thereof not later than the Environmental Date, then Buyer may elect by written notice to Seller not later than thirty (30) calendar days after the Environmental Date to designate the WTPT Site License as an Excluded Asset.

(c) If there is not an alternative site for the WTPT transmitter (whether on an existing tower or a site on which a tower can be installed) that is reasonably available to Buyer and that provides coverage not materially less than WTPT's current coverage in the Greenville/Spartanburg/Anderson Arbitron market and Buyer does not elect to designate the WTPT Site License as an Excluded Asset, then Seller shall indemnify Buyer without regard to the limitations on indemnification contained in Section 9.2(a), but subject to the limitations set forth below in this sentence, for any Damages incurred by Buyer as a result of the Environmental Condition to the extent (and only to the extent) that they exceed \$250,000 and are less than \$500,000.

(d) If the WTPT Site License becomes an Excluded Asset as provided by Section 5.8(b), then (i) prior to Closing, Buyer shall file an FCC Form 301 modification application (the "Modification Application") to specify a new site for use by Seller to operate the WTPT facilities upon Closing, and Seller shall consent to such filing, and (ii) upon Closing, Buyer shall promptly remove all Station Assets from the WTPT site at Buyer's expense, and Seller shall provide Buyer access to such site for such removal. Any such move shall not delay Closing unless reasonably necessary to obtain FCC consent to the Modification Application, in which event Buyer may elect upon written notice to Seller to postpone Closing for up to sixty (60) days (if the date to which Closing is postponed is later than the Outside Date, then the Outside Date shall be extended to such date).

(e) Seller shall have no liability to Buyer for any matter described in the Environmental Audit except as provided by Section 5.8(c). Closing is not conditioned upon either completion of the Environmental Audit or the results thereof. Buyer shall be responsible for any liability, loss or damage caused by or resulting from the Environmental Audit or (if the WTPT Site License becomes an Excluded Asset) any removal of Station Assets from the WTPT site upon Closing.

#### ARTICLE 6: SELLER CLOSING CONDITIONS

The obligation of Seller to consummate the Closing hereunder is subject to satisfaction, at or prior to Closing, of each of the following conditions:

##### 6.1. Representations and Covenants.

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

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

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

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

6.3. FCC Authorization. The FCC Consent shall have been obtained and shall be in full force and effect, and Buyer shall have satisfied the Divestiture Condition either prior to or simultaneous with Closing.

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

#### ARTICLE 7: BUYER CLOSING CONDITIONS

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

##### 7.1. Representations and Covenants.

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

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

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

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

7.3. FCC Authorization. The FCC Consent shall have been obtained and shall be in full force and effect, and Buyer shall have satisfied the Divestiture Condition either prior to or simultaneous with Closing.



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

7.5. Contract Consents. The Required Consents shall have been obtained and copies thereof delivered to Buyer.

#### ARTICLE 8: CLOSING DELIVERIES

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

- (i) certified copies of resolutions authorizing its execution, delivery and performance of this Agreement, including the consummation of the transactions contemplated hereby;
- (ii) the certificate described in Section 7.1(c);
- (iii) an assignment of FCC authorizations assigning the FCC Licenses from Seller to Entercom License;
- (iv) an assignment and assumption of contracts assigning the Station Contracts from Seller to Buyer;
- (v) an assignment and assumption of leases assigning the Real Property Leases (if any) from Seller to Buyer;
- (vi) an assignment of marks assigning the Stations' registered marks listed on *Schedule 1.1(e)* (if any) from Seller to Buyer;
- (vii) domain name transfer forms assigning the Stations' domain names listed on *Schedule 1.1(e)* (if any) from Seller to Buyer;
- (viii) endorsed title documents conveying the vehicles and other titled property included in the Tangible Personal Property (if any) from Seller to Buyer;
- (ix) a bill of sale conveying the other Station Assets from Seller to Buyer;
- (x) any landlord estoppel certificates and consents to assign the Station Contracts obtained by Seller;
- (xi) a customary payoff and lien release letter with respect to the Lien described on *Schedule 1.1(b)*; and
- (xii) any other instruments of conveyance, assignment and transfer that may be reasonably necessary to convey, transfer and assign the Station Assets from Seller to Buyer, free and clear of Liens, except for Permitted Liens.

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

- (i) the Purchase Price in accordance with Section 1.4 hereof;
- (ii) certified copies of resolutions authorizing its execution, delivery and performance of this Agreement, including the consummation of the transactions contemplated hereby;
- (iii) the certificate described in Section 6.1(c);
- (iv) an assignment and assumption of contracts assuming the Station Contracts;
- (v) an assignment and assumption of leases assuming the Real Property Leases (if any);
- (vi) domain name transfer forms assuming the Stations' domain names listed on *Schedule 1.1(e)* (if any); and
- (vii) such other documents and instruments of assumption that may be necessary to assume the Assumed Obligations.

#### ARTICLE 9: SURVIVAL; INDEMNIFICATION

9.1. Survival. The covenants, agreements, representations and warranties in this Agreement shall survive Closing for a period of twelve (12) months from the Closing Date whereupon they shall expire and be of no further force or effect, except those under (i) this Article 9 that relate to Damages (defined below) for which written notice is given by the indemnified party to the indemnifying party prior to the expiration, which shall survive until resolved and (ii) Sections 1.3 (Assumed Obligations), 1.6 (Prorations and Adjustments), 1.7 (Allocation), 2.5 (Taxes), 2.9 (Environmental), 5.1 (Confidentiality), 5.4 (Consents), 5.6 (Receivables), 5.8(c) and 5.8(e) (Environmental Audit) and 11.1 (Expenses), and indemnification obligations with respect to such provisions, which shall survive until performed or until the applicable limitation period has expired.

#### 9.2. Indemnification.

(a) Except as provided by Section 5.8, from and after Closing, Seller shall defend, indemnify and hold harmless Buyer from and against any and all losses, costs, damages, liabilities and expenses, including reasonable attorneys' fees and expenses ("Damages") incurred by Buyer arising out of or resulting from:

- (i) any breach of any representation or warranty or any failure to perform covenants or agreements or any other breach or default by Seller under this Agreement; or
- (ii) the Retained Obligations; or
- (iii) the business or operation of the Stations before Closing.

Notwithstanding the foregoing or anything else herein to the contrary, after Closing, except with respect to Retained Obligations, (i) Seller shall have no liability to Buyer

hereunder until Buyer's aggregate Damages exceed an amount equal to \$100,000, at which time Seller shall be liable for all such Damages, and (ii) the maximum liability of Seller hereunder shall be an amount equal to 15% of the Purchase Price.

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

(i) any breach of any representation or warranty or any failure to perform covenants or agreements or any other breach or default by Buyer under this Agreement; or

(ii) the Assumed Obligations; or

(iii) the business or operation of the Stations after Closing.

Notwithstanding the foregoing or anything else herein to the contrary, after Closing, except with respect to Assumed Obligations, (i) Buyer shall have no liability to Seller hereunder until Seller's aggregate Damages exceed an amount equal to \$100,000, at which time Buyer shall be liable for all such Damages, and (ii) the maximum liability of Buyer hereunder shall be an amount equal to 15% of the Purchase Price.

### 9.3. Procedures.

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

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

(c) Anything herein to the contrary notwithstanding:

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

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

(iii) in the event that the indemnifying party undertakes defense of or opposition to any Claim, the indemnified party, by counsel or other representative of its own

choosing and at its sole cost and expense, shall have the right to consult with the indemnifying party and its counsel concerning such Claim and the indemnifying party and the indemnified party and their respective counsel shall cooperate in good faith with respect to such Claim.

(d) All claims for Damages hereunder not disputed shall be paid by the indemnifying party within 30 days after receiving notice of the claim. "Disputed Claims" means claims for Damages by an indemnified party which the indemnifying party objects to in writing within 30 days after receiving notice of such Claim. If there is a Disputed Claim with respect to any Damages, the indemnifying party shall be required to pay the indemnified party the amount of such Damages for which the indemnifying party has, pursuant to a final determination, been found liable within 10 days after there is a final determination with respect to such Disputed Claim. A final determination of a Disputed Claim shall be (i) a judgment of any court determining the validity of a Disputed Claim, if no appeal is pending from such judgment and if the time to appeal therefrom has elapsed; (ii) an award of any mutual arbitration determining the validity of the Disputed Claim, if there is not pending any motion to set aside such award and if the time within which to move to set aside such award has elapsed; (iii) a written termination of the dispute with respect to such Claim signed by the parties or their attorneys; (iv) a written acknowledgment of the indemnifying party that it no longer disputes the validity of the Claim; or (v) such other evidence of a final determination of a Disputed Claim as shall be acceptable to the parties.

9.4. Seller Obligations. Upon Closing, Seller may distribute any or all of the Purchase Price proceeds to its principals (and Seller may elect to liquidate), except that during the twelve month period after Closing, Seller (or an affiliate designated by Seller who assumes in writing Seller's obligations hereunder) shall either maintain net current assets with a fair market value not less than 15% of the Purchase Price or make other arrangements reasonably satisfactory to Buyer sufficient to enable Seller (or such affiliate) to satisfy Seller's post-Closing indemnification obligations hereunder, if any; provided, however, that if Buyer gives Seller written notice of a claim for Damages prior to the end of such twelve month period, then such obligation to maintain such assets (or other arrangements) shall continue until such claim is resolved, but in an amount not more than a reasonable estimate of such claimed Damages, with the asset maintenance amount (or other arrangements) reduced accordingly.

#### 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 Seller;
- (b) by written notice of Buyer to Seller if Seller:
  - (i) does not perform in any material respect the obligations to be performed by it under this Agreement on the Closing Date; or
  - (ii) otherwise 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 such breach or default is not cured within the Cure Period (defined below);

(c) by written notice of Seller to Buyer if Buyer:

(i) does not perform in any material respect the obligations to be performed by it under this Agreement on the Closing Date; or

(ii) otherwise 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 such breach or default is not cured within the Cure Period; provided, however, that the Cure Period shall not apply to Buyer's obligations under Section 1.5 (Deposit) or Section 1.10 (Divestitures);

(d) by written notice of Seller to Buyer or Buyer to Seller if Closing does not occur by March 17, 2006 (the "Outside Date"), as such date may be extended pursuant to Sections 1.10, 5.3 or 5.8(d); or

(e) by written notice of Seller to Buyer if Buyer does not satisfy the Divestiture Condition by the Divestiture Date.

The term "Cure Period" as used herein means a period commencing on the date Buyer or Seller receives from the other written notice of breach or default hereunder and continuing until the earlier of (i) thirty (30) days thereafter or (ii) the Closing Date; provided, however, that if the breach or default is non-monetary and cannot reasonably be cured within such period but can be cured before the Closing Date, and if diligent efforts to cure promptly commence, then the Cure Period shall continue as long as such diligent efforts to cure continue, but not beyond the Closing Date. Except as set forth 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, Sections 1.5 (Deposit) (and Sections 10.2 and 10.3 with respect to the Deposit), 5.1 (Confidentiality), the last sentence of Section 5.8(e) (Environmental Audit) and 11.1 (Expenses) shall survive any termination of this Agreement.

10.2. Specific Performance. In the event of failure or threatened failure by either party to comply with the terms of this Agreement, the other party shall be entitled to an injunction restraining such failure or threatened failure and, subject to obtaining any necessary FCC consent, to enforcement of this Agreement by a decree of specific performance requiring compliance with this Agreement; provided, however, that, if prior to Closing the conditions described in Section 10.1(c) or 10.1(e) exist, then Seller's sole remedy shall be termination of this Agreement and receipt of the Deposit and any interest thereon (in addition to retention by Seller of any payment under Section 1.10), except for any failure by Buyer to comply with its obligations related to confidentiality or the Deposit, as to which Seller shall be entitled to all available rights and remedies, including without limitation specific performance.

10.3. Liquidated Damages. If Seller terminates this Agreement pursuant to Section 10.1(c) or 10.1(e), then the Deposit and any interest accrued thereon shall be paid to Seller, and such payment shall constitute liquidated damages and the sole remedy of Seller under this Agreement (in addition to retention by Seller of any payment under Section 1.10). It is understood and agreed that such liquidated damages amount represents Buyer's and Seller's reasonable estimate of actual damages and does not constitute a penalty.

## ARTICLE 11: MISCELLANEOUS

11.1. Expenses. Each party shall be solely responsible for all costs and expenses incurred by it in connection with the negotiation, preparation and performance of and compliance with the terms of this Agreement. Without limiting the generality of the foregoing, all governmental taxes, fees and charges applicable to the request for the FCC Consent or applicable to the transfer of the Station Assets under this Agreement shall be paid by the party upon whom the applicable governmental authority imposes the fee (or shall be shared equally if not imposed upon either party).

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

11.3. Assignment. Except as provided by Section 5.7 (1031 Exchange), neither party may assign this Agreement without the prior written consent of the other party hereto. The terms of this Agreement shall bind and inure to the benefit of the parties' respective successors and any permitted assigns, and no assignment shall relieve any party of any obligation or liability under this Agreement.

11.4. Notices. Any notice pursuant to this Agreement shall be in writing and shall be deemed delivered on the date of personal delivery or confirmed facsimile transmission or confirmed delivery by a nationally recognized overnight courier service, or on the third day after prepaid mailing by certified U.S. mail, return receipt requested, and shall be addressed as follows (or to such other address as any party may request by written notice):

|   |   |
|---|---|
| if to Seller:                                       | c/o Barnstable Corporation<br>Two Newton Executive Park<br>Newton, Massachusetts 02462<br>Attention: President<br>Facsimile: (617) 630-0960           |
| with a copy (which shall not constitute notice) to: | Wiley Rein & Fielding LLP<br>1776 K Street, N.W.<br>Washington, D.C. 20006<br>Attention: Doc Bodensteiner<br>Facsimile: (202) 719-7049                |
| if to Buyer:  | Entercom Communications Corp.<br>401 City Avenue, Suite 809<br>Bala Cynwyd, Pennsylvania 19004<br>Attention: David Field<br>Facsimile: (610) 660-5620 |
| with a copy (which shall not constitute notice) to: | Latham & Watkins LLP<br>555 11 <sup>th</sup> Street, NW   |

Suite 1000  
Washington, D.C. 20004-1304  
Attention: David Burns  
Facsimile: (202) 637-2201

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

11.6. Entire Agreement. This Agreement (including the Schedules hereto) constitutes the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings with respect to the subject matter hereof, except any confidentiality agreement among the parties with respect to the Stations, which shall remain in full force and effect. No party makes any representation or warranty with respect to the transactions contemplated by this Agreement except as expressly set forth in this Agreement. Without limiting the generality of the foregoing, Seller makes no representation or warranty to Buyer with respect to any projections, budgets or other estimates of the Stations' revenues, expenses or results of operations, or, except as expressly set forth in Article 2, any other financial or other information made available to Buyer with respect to the Stations.

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

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

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

11.10. Counterparts. This Agreement may be executed in separate counterparts, each of which will be deemed an original and all of which together will constitute one and the same agreement.

11.11. Interpretation. Article titles and headings herein are for convenience of reference only and are not intended to affect the meaning or interpretation of this Agreement. The Schedules hereto shall be construed with and as an integral part of this Agreement to the same extent as if set forth verbatim herein. When used in this Agreement, unless the context clearly requires otherwise, (i) words such as "herein," "hereto," "hereunder," and "hereafter" shall refer to this Agreement as a whole, (ii) the term "including" shall not be limiting, and (iii) the term

“ordinary course” shall refer to the ordinary course of Seller’s business and the operation of the Stations, consistent with past practices.

[SIGNATURE PAGE FOLLOWS]

12310871



SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

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

BUYER:

ENTERCOM GREENVILLE, LLC

By: 

Name:

JOHN C. DONLEVIE

Title:

EXECUTIVE VICE PRESIDENT

ENTERCOM GREENVILLE LICENSE, LLC

By: 

Name:

JOHN C. DONLEVIE

Title:

EXECUTIVE VICE PRESIDENT

SELLER:

OBC BROADCASTING, INC.

By: \_\_\_\_\_

Name:

Title:

UPSTATE BROADCASTING LLC

By: \_\_\_\_\_

Name:

Title:

SIMPSONVILLE 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.

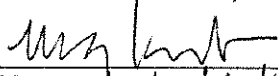
BUYER: ENTERCOM GREENVILLE, LLC

By: \_\_\_\_\_  
Name:  
Title:

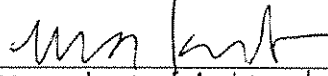
ENTERCOM GREENVILLE LICENSE, LLC

By: \_\_\_\_\_  
Name:  
Title:

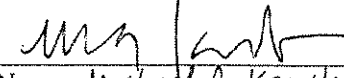
SELLER: OBC BROADCASTING, INC.

By:   
Name: Michael A. Kaneb  
Title: Vice President

UPSTATE BROADCASTING LLC

By:   
Name: Michael A. Kaneb  
Title: Manager/Member

SIMPSONVILLE BROADCASTING LLC

By:   
Name: Michael A. Kaneb  
Title: Manager/Member

Following are the Schedules to the Asset Purchase Agreement (the "Agreement") among OBC Broadcasting, Inc., Upstate Broadcasting LLC and Simpsonville Broadcasting LLC (collectively, "Seller") and Entercom Greenville, LLC and Entercom Greenville License, LLC (collectively, "Buyer") with respect to the following Stations:

WROQ(FM), Anderson, SC  
WTPT(FM), Forest City, NC  
WGVC(FM), Simpsonville, SC

Capitalized terms used herein have the meanings set forth in the Agreement. A disclosure on any of the attached Schedules is a disclosure for all purposes. Except as set forth herein, all disclosures are made as of the date of the Agreement. These Schedules qualify all representations, warranties and covenants set forth in the Agreement.

**Schedule 1.1(a)**  
**FCC Licenses**

Station: WROQ(FM), Anderson, South Carolina (Facility ID #318)

Licensee: OBC Broadcasting, Inc.

| <u>Call Sign</u> | <u>Type</u> | <u>Expiration</u> |
|------------------|-------------|-------------------|
| WROQ             | Main        | 12/1/2011         |
| WPJA-396         | STL         | 12/1/2011         |

Station: WTPT(FM), Forest City, North Carolina (Facility ID #4677)

Licensee: Upstate Broadcasting LLC

| <u>Call Sign</u> | <u>Type</u> | <u>Expiration</u> |
|------------------|-------------|-------------------|
| WTPT             | Main        | 12/1/2011         |
| WLL-542          | STL         | 12/1/2011         |

Station: WGVC(FM), Simpsonville, South Carolina (Facility ID #53623)

Licensee: Simpsonville Broadcasting LLC

| <u>Call Sign</u> | <u>Type</u> | <u>Expiration</u> |
|------------------|-------------|-------------------|
| WGVC             | Main        | 12/1/2011         |
| WPWF-595         | STL         | 12/1/2011         |

Antenna Structure Registration Numbers:

1045371 (WROQ)  
1006716 (WTPT)  
1057262 (WGVC)