

ASSET PURCHASE AND ASSIGNMENT OF RIGHTS AGREEMENT

THIS ASSET PURCHASE AND ASSIGNMENT OF RIGHTS AGREEMENT (this "Agreement"), is made this 20th day of July, 2010, by and between Calvary Chapel of Kansas City, a Missouri nonprofit corporation ("Seller"), and Susquehanna Radio Corp., a Pennsylvania corporation ("Buyer").

WITNESSETH:

WHEREAS, Horizon Christian Fellowship, a California not-for-profit corporation ("Horizon") is the holder of a license issued by the Federal Communications Commission ("FCC" or "Commission") for FM translator station:

K274BR, Bonner Springs, KS, FCC Fac. ID No. 143354

(hereinafter referred to as "Station" or "K274BR");

WHEREAS, Seller has entered into an agreement with Horizon to acquire certain assets associated with the Station (the "Horizon Agreement");

WHEREAS, Seller desires to assign to Buyer, and Buyer desires to receive from Seller, a portion of the right of Seller to purchase from Horizon certain assets of the Station, under the terms and conditions stated herein;

WHEREAS, contemporaneously with the closing of the transaction described herein, the parties hereto also desire to enter into a HD Channel Agreement (the "HD 3 Agreement") pursuant to which Seller will supply programming for broadcast on the HD 3 channel (the "HD 3 Channel") associated with Buyer's station, KCFX-FM, Harrisonville, MO ("KCFX");

WHEREAS, the parties and Horizon Christian Fellowship ("Horizon") are concurrently entering into a cooperation agreement (the "K274BR Cooperation Agreement") regarding proposed modifications to the Station (the "K274BR Technical Changes");

WHEREAS, the K274BR Technical Changes are contingent on modifications to FM translator Station K273BE, Richmond, Missouri (Fac. ID 149132), which is licensed to Alpine Broadcasting Corporation (the "K273BE Technical Changes"); and

WHEREAS, consummation of this Agreement is subject to the prior approval of the FCC.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, it is hereby agreed as follows:

1. Station Assets. Subject to the prior approval of the FCC, Seller agrees to assign to Buyer the obligation of Horizon to sell, transfer, assign, convey, and deliver to Seller, and

Buyer agrees to accept from Seller, the right to purchase, receive, accept and assume from Horizon the following assets (collectively referred to in this Agreement as the "Station Assets"):

(a) the FCC authorizations required for the operation of the Station, all of which are set forth on Schedule 1(a) hereto (the "FCC Licenses"); and

(b) the tower lease used in the operation of the Station's transmitter facility, described on Schedule 1(b) hereto (the "Tower Lease").

At the Closing (defined below), the Station Assets shall be conveyed free and clear of any security interests, mortgages, or other encumbrances. The parties acknowledge and agree that no assets, other than the Station Assets, are being sold, transferred, assigned, conveyed or delivered to Buyer hereunder.

2. Consideration.

(a) In consideration for the assets to be conveyed by Horizon to Buyer, Buyer shall pay to Seller the sum of One Hundred Thirty Five Thousand Dollars (\$135,000.00) (the "Purchase Price"), which shall be paid by wire at the closing of the transaction described herein (the "Closing").

(b) In the event the transaction does not close due to an uncured breach by Seller, Buyer shall be entitled to specific performance as its sole remedy for an uncured breach by Seller. Buyer shall have the right specifically to enforce the performance of Seller under this Agreement without the necessity of posting any bond or other security, and Seller hereby waives the defense in such suit that Buyer has an adequate remedy at law and agrees not to interpose any opposition, legal or otherwise, as to the propriety of specific performance as a remedy.

3. Excluded Liabilities. Buyer shall not and does not assume any liability or obligation of any nature, known or unknown, fixed or contingent, legal, statutory, contractual or otherwise, disclosed or undisclosed, of Seller or otherwise relating to or arising from the purchased assets or the Station, or the ownership or operation thereof (collectively the "Excluded Liabilities"), all of which shall be retained and discharged by Seller. Excluded Liabilities will include, without limitation, (i) all environmental liabilities; (ii) any and all debts, liabilities and obligations of Seller, and any and all violations of contracts, laws, rules, regulations, codes or orders by Seller which exist at or as of the date of the Closing (the "Closing Date") or which arise after the Closing Date but which are based upon or arise from any act, transaction, circumstance, sale or providing of air time, goods or services, state of facts or other condition which occurred or existed, or the content of any program, advertisement or transmission broadcasted or aired, on or before the Closing Date, whether or not then known; (iii) any trade payable or accounts payable of Seller; (iv) any obligations or liabilities of Seller to any of its employees or to any other person under any collective bargaining agreement, employment contract or company benefit plan, or for wages, salaries, other compensation or employee benefits, or with respect to compliance with applicable federal, state or local laws, rules or regulations relating to minimum wages, overtime rates, labor or employment; (v) any litigation arising from or relating to facts, circumstances or any conduct of Seller prior to the Closing Date;

and (vi) all liabilities in respect of or arising out of any and all taxes of Seller in respect of the assets on or prior to the Closing Date. Buyer shall not be required to defend any suit or claim arising out of any act, event, or transaction occurring prior to the Closing Date in connection with the ownership or operations of or otherwise relating to the Purchased Assets, the Stations or Seller.

4. [Intentionally left blank.]

5. Closing. Subject to Section 13 (Termination), the Closing of the transaction described herein shall take place remotely by facsimile and email, or in such other manner and at such other place as Buyer and Seller may agree in writing. Such Closing date shall be the later of ten (10) days following (i) the satisfaction or waiver of the conditions set forth in Sections 14 and 15 hereof, and (ii) ten (10) days after FCC's Final Order granting the Assignment Application (as those terms are defined in Section 9 below), or on such other date mutually agreed in writing by the parties hereto (the "Closing Date"). The Closing shall be effective as of 12:00 am on the Closing Date. In the event that the conditions to Closing have been met, other than the closing of the transaction described in the Horizon Agreement, and such transaction has not closed due to an uncured breach by Horizon, Seller shall, at Buyer's request, promptly pursue the remedy of specific performance with regard to such agreement to satisfy the closing conditions set forth in Sections 14(f) and 15(f) below.

6. Seller's Representations and Warranties. Seller hereby warrants and covenants that:

(a) Seller is a nonprofit corporation, duly organized, validly existing and in good standing under the laws of the State of Missouri. Seller has the requisite organizational power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by Seller and no other proceedings on the part of Seller are necessary to authorize this Agreement or to consummate the transactions contemplated hereby. This Agreement and each ancillary document and instrument to be executed and delivered hereunder by Seller (the "Seller Transaction Documents") have been and will be duly and validly executed and delivered by Seller and constitutes and will constitute the legal, valid and binding obligation of Seller enforceable in accordance with its terms, except as may be limited by bankruptcy, insolvency or other laws affecting generally the enforcement of creditors' rights or the application of principles of equity;

(b) The execution, delivery and performance of this Agreement by Seller will not require the consent or approval of any governmental authority, lending institution or other third party other than the FCC grant of the Assignment Application;

(c) Horizon is the authorized legal holder of the FCC Licenses identified on Schedule 1(a) hereto, none of which is subject to any restrictions or conditions that would limit in any respect the broadcast operations of K274BR, except such conditions as are stated on the face thereof. The FCC Licenses are validly issued and are in full force and effect, and constitute

all authorizations required for the operation of the Station. Other than the proceedings affecting the radio broadcasting industry generally, to Seller's knowledge (i) there is not now pending or threatened any action by or before the FCC to revoke, cancel, rescind, modify or refuse to renew any of the FCC Licenses, and (ii) Horizon has not received any notice of and Seller has no knowledge of any pending, issued or outstanding order by or before the FCC, or of any investigation, order to show cause, notice of violation, notice of apparent liability, notice of forfeiture, or material complaint against either K274BR or Horizon with respect to K274BR;

(d) There is no broker or finder or other person who would have any valid claim for a commission or brokerage against Seller in connection with this Agreement or the transaction contemplated hereby as a result of any agreement, understanding or action by Seller;

(e) Neither Horizon nor Seller is subject to any order, writ, injunction, judgment, arbitration decision or decree having binding effect and affecting the business of K274BR. There is no litigation, proceeding or governmental investigation pending or to the knowledge of Seller, threatened, in any court, arbitration board, administrative agency, or tribunal relating to K274BR or that could prevent or materially impede the consummation by Seller or Horizon of the transactions contemplated by this Agreement;

(f) Horizon has good and marketable title to the Station Assets;

(g) Horizon will deliver the Station at Closing free and clear of all debts, liens, or other encumbrances; and

(h) Horizon has filed all forms and reports with the FCC which are required to be filed with respect to the Station, including any required requests for silence authorizations.

7. Buyer's Representations and Warranties. Buyer hereby warrants and covenants that:

(a) Buyer is a corporation, duly organized, validly existing and in good standing under the laws of the State of Pennsylvania. Buyer has the requisite organizational power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby;

(b) The execution and delivery of this Agreement and the performance of all obligations hereunder has been duly authorized and this Agreement constitutes a valid and binding agreement of Buyer;

(c) This Agreement and each ancillary document and instrument to be executed and delivered hereunder by Buyer (the "Buyer Transaction Documents") have been and will be duly and validly executed and delivered by Buyer and constitutes and will constitute the legal, valid and binding obligation of Buyer enforceable in accordance with its terms, except as may be limited by bankruptcy, insolvency or other laws affecting generally the enforcement of creditors' rights or the application of principles of equity; and

(d) There is no broker or finder or other person who would have any valid claim for a commission or brokerage against Buyer in connection with this Agreement or the transaction contemplated hereby as a result of any agreement, understanding or action by Buyer.

8. Expenses. Seller and Buyer agree to engage their own counsel and pay their own legal fees associated with the preparation of this Agreement and the preparation and filing of the required assignment application, and will share the cost of the FCC filing fee for the Assignment Application (as defined in Section 9 below). The parties shall otherwise bear their respective expenses incident to the contemplated transaction.

9. FCC Filings. The parties hereto agree to cooperate in the submission by Horizon and Buyer of an application on FCC Form 345 seeking Commission consent to the assignment of the Station's FCC Licenses from Horizon to Buyer (the "Assignment Application") within five (5) business days from the date of this Agreement, and to cooperate fully and diligently in the prosecution of the Assignment Application. The filing fees, if any, attributable to the Assignment Application will be shared equally between Buyer and Seller. Seller and Buyer agree to use their reasonable efforts and to cooperate with each other and Horizon in preparing, filing and prosecuting the Assignment Application and in causing the grant of the initial order approving the assignment of the FCC Licenses to Buyer (the "Initial Order") to become a Final Order. Each party further agrees to expeditiously cooperate in the preparation and filing by Buyer and Horizon with the FCC any amendments or any other filings required by the FCC in connection with the Assignment Application whenever such amendments or filings are required by the FCC or its rules. For purposes of this Agreement, each party shall be deemed to be using its reasonable efforts with respect to obtaining the Final Order, and to be otherwise complying with the foregoing provisions of this Section 9, so long as it truthfully and promptly provides information necessary in completing the application process, provides its comments on any filing materials, and uses its reasonable efforts to oppose attempts by third parties to petition to deny, to resist, modify, or overturn the grant of the Assignment Application without prejudice to the parties' termination rights under this Agreement. For purposes of this Agreement, "Final Order" shall mean an action of the FCC which is not reversed, stayed, enjoined, or set aside, and with respect to which no timely request for stay, reconsideration, review, rehearing, or notice of appeal or determination to reconsider or review is pending, and as to which the time for filing any such request, petition, or notice of appeal or for review by the FCC, and for any reconsideration, stay, or setting aside by the FCC on their own motion or initiative, has expired.

Seller also agrees that prior to Closing and at the request of Buyer pursuant to the K274BR Cooperation Agreement, it will cooperate with Horizon to file such application or applications (and any amendments thereto) prepared and requested by Buyer requesting approval for certain modifications to the Station, as determined and identified by Buyer in its sole discretion (collectively referred as the "Modification Applications"). Seller acknowledges that the grant of the Modification Applications will be contingent on the grant of the K273BE Technical Changes. Buyer shall pay all filing fees, engineering and other costs associated with the filing of such Modification Applications, and Seller shall use its reasonable efforts to cooperate with Horizon and Buyer in preparing, filing and prosecuting such Modification Applications and in causing the grants of such Modification Applications to become Final Orders. At Buyer's sole cost and expense and at the request of Buyer, Seller shall permit and

cooperate with Buyer and Horizon in the construction of the modified facilities authorized by the grant of the Modification Applications.

10. Prorations. Taxes, insurance, transmitter site rent, electric utilities, as applicable, and other Station expenses shall be prorated as of the Closing Date, and Seller shall be entitled to a closing credit for any prepaid expenses. Notwithstanding the foregoing, Buyer shall be solely responsible for any and all bulk transfer fees, transfer taxes and/or sales taxes associated with the purchase of the FCC Licenses hereunder.

11. Buyer Covenants. Buyer covenants with Seller that, between the date hereof and the Closing Date, it shall act in accordance with the following:

(a) Upon the completion of the construction of the Station's facilities described in the Modification Applications (whether prior to or after the Closing), Buyer shall, at Buyer's expense, deliver to Seller at that certain location known as 9154 W. 135th Street, Overland Park, Kansas 66221 ("Seller's Location"), the Station equipment removed by Buyer from the tower upon which the Station currently resides;

(b) With regard to the modification and construction of facilities required to operate Horizon's FM translator station K229AU ("K229AU") utilizing Buyer's combined antenna located on the tower located at 6309 E. 56th St., Kansas City, MO, operated by Richland Towers-LLC (ASR No. 1064715) from which KCFX broadcasts (the "Richland Tower"), Buyer agrees as follows:

(i) Buyer, at Buyer's expense, shall remove the transmit/receive antenna and associated hardware currently used by Horizon for the operation of K229AU at the Richland Tower and deliver the same to Seller at Seller's Location;

(ii) Buyer, at Buyer's expense, shall construct and install a T1 line and related equipment from vendor(s) reasonably acceptable to Seller to permit Seller to access K229AU's antenna facilities within Buyer's combined antenna on the Richland Tower from Seller's studio building located at 9154 W. 135th Street, Overland Park, Kansas 66221. Buyer shall only be responsible for the purchase of such equipment and the installation of such T-1 line. Seller shall be responsible for all other costs related thereto, including, without limitation the payment of the monthly operating fees associated with Programmer's use of the T-1 line, as well as all maintenance fees associated with the T-1 line and related equipment;

(iii) Buyer shall maintain the equipment at the Richland Tower used by Seller for the operation of K229AU from the T1 line into the HD 3 encoder for KCFX and to the Buyer's combined antenna; and

(iv) Buyer shall use its commercially reasonable efforts to assist Seller in its efforts to reduce its tower lease rental obligations to Richland Towers—LLC for Seller's lease of space for K229AU's existing equipment at the Richland Tower.

12. Seller's Covenants. Seller shall cause Horizon to operate and maintain the Station in accordance with the terms of the FCC Licenses and in compliance in all material respects with applicable laws and FCC rules and regulations. Seller will deliver to Buyer promptly after filing, copies of any reports, applications or responses to the FCC or any communications from the FCC or any other party directed to the FCC related to the Station which are filed between the date of this Agreement and the Closing Date. Seller shall not permit Horizon to file any application to modify the Station's facilities without Buyer's prior written consent, which consent may not be unreasonably withheld. Except as disclosed in writing to and approved by Buyer, Seller cause Horizon to operate the Station solely in the ordinary course of business, provided, however, that Horizon shall be permitted to take the Station off-the-air and remain silent in accordance with the FCC's rules and regulations, in Horizon's sole discretion, provided that such actions do not affect, in any way, the effectiveness of the FCC Licenses or result in the FCC Licenses being suspended or revoked, temporarily or permanently.

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

- (a) by mutual written consent of Buyer and Seller;
- (b) by written notice from a party that is not then in material breach of this Agreement if the other party has continued in material breach of this Agreement for thirty (30) days after written notice of such breach from the terminating party is received by the other party, and such breach is not cured (but only of such breach is capable of cure) by the last day of such 30-day period, and if such breach is not capable of cure such termination shall be of immediate effect;
- (c) by written notice from Buyer to Seller in the event that prior to Closing, any complaints are received by Buyer and/or the FCC from parties claiming that the operation of K274BR by Buyer in accordance with the Modification Applications interferes with their reception of the off-the-air signals of any authorized broadcast station;
- (d) by written notice from either party to the other party if the Closing has not occurred within none (9) months after the date of filing of the Assignment Application (the "Upset Date");
- (e) by written notice from Buyer to Seller if the Horizon Agreement is terminated; or
- (f) by written notice from Seller to Buyer if the Horizon Agreement is terminated, provided that such termination did not result, in whole or in part, from Seller's breach of the Horizon Agreement, and Seller has used its commercially reasonable efforts to prevent termination of the Horizon Agreement, including without limitation, taking all necessary steps to cure any alleged breach by Seller of the Horizon Agreement, and compliance with Seller's obligations under the last sentence of Section 5 above.

14. Conditions Precedent to the Obligations of the Buyer. The obligations of the Buyer under this Agreement to consummate the transactions contemplated hereby are subject to the satisfaction at or prior to Closing of each of the following conditions all of which may be waived, in whole or in part, by Buyer for purposes of consummating such transactions, but without prejudice to any other right or remedy which Buyer may have hereunder as a result of any misrepresentation by or breach of any covenant or warranty of Seller contained herein or any other certificate or instrument furnished by or on behalf of the Seller hereunder:

(a) no action, suit, or proceeding shall have been instituted against Seller or against Buyer by, in or before any court, tribunal, or governmental body or agency, and be unresolved, and no order shall have been issued, to restrain, prevent, enjoin, or prohibit, or to obtain substantial damages by reason of, any of the transactions contemplated hereby;

(b) the representations and warranties of Seller contained in this Agreement, and any exhibits hereto, or any certificates or documents delivered in connection with this Agreement shall be true and correct when made, and shall also be true and correct in all material respects at the time of Closing with the same force and effect as though such representations and warranties were made at that time;

(c) each covenant, agreement, and obligation required by the terms of this Agreement to be complied with and performed by Seller, at or prior to the Closing shall have been duly and properly complied with and performed, and an officer of Seller shall deliver a certificate dated as of the Closing Date certifying to the fulfillment of this condition and the condition set forth under Section 14(b) above;

(d) the Initial Order shall have been granted and shall have become a Final Order and such order shall not include any condition which Buyer reasonably determine to be adverse to Buyer, and Buyer shall be entitled to be the holder of the FCC Licenses and the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, shall have been approved by all regulatory authorities whose approvals are required by law;

(e) the order granting the Modification Applications shall be have become a Final Order and shall not include any condition which Buyer reasonably determines to be adverse to Buyer;

(f) the closing of the transaction under the Horizon Agreement shall occur concurrently with the Closing; and

(g) Seller shall have delivered to Buyer the documents and items specified as deliveries of Seller in Section 16(b) hereof.

15. Conditions Precedent to the Obligations of the Seller. The obligations of Seller under this Agreement to proceed with the transactions contemplated hereby are subject to the satisfaction at or prior to Closing of each of the following conditions, all of which may be waived in whole or in part by Seller for purposes of consummating such transactions, but without

prejudice to any other right or remedy which Seller may have hereunder as a result of any misrepresentation by or breach of any covenant or warranty of Buyer contained herein or any other certificate or instrument furnished by or on behalf of Buyer hereunder:

(a) no action, suit, or proceeding shall have been instituted against Seller or against Buyer by, in or before any court, tribunal, or governmental body or agency, and be unresolved, and no order shall have been issued, to restrain, prevent, enjoin, or prohibit, or to obtain substantial damages by reason of, any of the transactions contemplated hereby;

(b) the representations and warranties of Buyer contained in this Agreement or any exhibits hereto or any certificates or documents delivered by it to Seller in connection with this Agreement shall be true and correct when made and shall also be true and correct in all material respects at the time of the Closing with the same force and effect as though such representations and warranties were made at that time;

(c) each covenant, agreement, and obligation required by the terms of this Agreement to be complied with and performed by Buyer at or prior to the Closing shall have been duly and properly complied with and performed, and an officer of Buyer shall deliver a certificate dated as of the Closing Date certifying to the fulfillment of this condition and the condition set forth under Section 15(b) above;

(d) the Initial Order shall have been granted and the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, shall have been approved by all regulatory authorities whose approvals are required by law;

(e) Buyer shall have delivered to Seller the documents and items specified as deliveries of Buyer in Section 16(a) hereof;

(f) the closing of the transaction under the Horizon Agreement shall occur concurrently with the Closing; and

(g) the satisfaction of Buyer's obligations regarding the relocation of K229AU to the KCFX combined antenna on the Richland Tower as provided in Section 11(b) above.

16. Closing Deliveries.

- (a) At the Closing, Buyer will execute and deliver to Seller the following:
- (i) An Assignment and Assumption of the FCC Licenses, duly executed by Buyer;
 - (ii) An Assignment and Assumption of Tower Lease, duly executed by Buyer;
 - (iii) The HD 3 Agreement, duly executed by Buyer, in the form set forth in Exhibit A hereto;

- (iv) A certificate, dated the Closing Date, executed by an officer of Buyer, certifying the fulfillment of the conditions set forth in Section 15(b) and 15(c) hereof;
- (v) A Bill of Sale conveying to Seller "as is" the T1 equipment purchased by Buyer pursuant to the provisions of 11(b)(ii) above, duly executed by Buyer; and
- (vi) Such other documents, instruments and agreements necessary to consummate the transactions contemplated by this Agreement or as Seller shall reasonably request, each in form and substance satisfactory to Seller and its counsel.

(b) Prior to or at the Closing, Seller will execute and deliver to Buyer the following, each of which shall be in form and substance satisfactory to Buyer and its counsel:

- (i) An Assignment and Assumption of the FCC Licenses, duly executed by Horizon;
- (ii) An Assignment and Assumption of Tower Lease, duly executed by Horizon;
- (iii) The HD 3 Agreement, duly executed by Seller, in the form set forth in Exhibit A hereto;
- (iv) A certificate, dated the Closing Date, executed by an officer of Seller, certifying the fulfillment of the conditions set forth in Section 14(b) and 14(c) hereof; and
- (iv) Such other documents, instruments and agreements necessary to consummate the transactions contemplated by this Agreement or as Buyer shall reasonably request, each in form and substance satisfactory to Buyer and its counsel.

17. Station Control. Prior to Closing, Horizon shall have complete control over the property and operation of Station. After Closing, Buyer shall have complete control of Station, and Seller shall retain no reversionary interest in the license or assets of Station.

18. Allocations. At or within thirty (30) days after Closing, the parties shall cooperate in allocating the Purchase Price among the Station Assets being conveyed and completing the tax schedule associated with the conveyance of those Station Assets.

19. Notices. Notices which are to be sent by either party pursuant to the terms of this Agreement shall be effective as of the first business day after they are sent by overnight national courier service as follows:

If to Buyer, to:

Mr. Lewis W. Dickey, Jr.
Cumulus Broadcasting, LLC
3280 Peachtree Street
Suite 2300
Atlanta, GA 30005

If to Seller, to:

Calvary Chapel of Kansas City
12251 Charlotte St.
Kansas City, MO 64146
Attention: James Stewart, President

With a copy, which shall not constitute notice, to:

Fletcher, Heald & Hildreth, P.L.C.
1300 North 17th Street, 11th Floor
Arlington, VA 22209
Attention: Kathleen Victory, Esq.

20. Indemnification/Survival. Each party hereto (the "Indemnifying Party") agrees to save, indemnify and hold harmless the other (the "Indemnified Party") from and against, all loss, liability, claim, damage, deficiency, injury and all costs and expenses (including all attorney fees and other defense costs) (collectively "Losses") suffered by the Indemnified Party or incurred by such Indemnified Party in respect of any misrepresentation or breach of warranty by the Indemnifying Party or non-fulfillment of any covenant or agreement to be performed or complied with by the Indemnifying Party under this Agreement or in any agreement, certificate, document, or instrument executed by the Indemnifying Party pursuant to or in connection with this Agreement, provided, however, that such indemnification and hold harmless obligation shall be limited to the Indemnified Party's Loss up to the total amount of One Hundred and Thirty Five Thousand Dollars (\$135,000). The representations and warranties of each of the parties hereto shall survive the Closing indefinitely, except that the representations contained in Sections 6(d), 6(h) and 7(d) shall survive the Closing for two (2) years. Moreover, Seller shall indemnify and hold harmless Buyer from any and all claims arising directly or indirectly from Seller's operation of the Station prior to and on the Closing date, which obligation shall not be subject to the limitations set forth in this Section 20.

21. Sole Agreement. This document constitutes the entire understanding and agreement between the parties hereto with respect to its subject matter and shall be amended only by written agreement signed by both parties. This document shall be binding on the heirs, successors, and assigns of the parties hereto and shall be construed under the laws of the State of Kansas.

22. Further Assurances. At any time and from time to time after the Closing, at Buyer's request, and without further consideration, Seller will execute and deliver such other instruments of sale, transfer, conveyance, assignment, and confirmation, and take such actions, as Buyer may reasonably deem necessary or desirable in order more effectively to transfer, convey, and assign to Buyer, and to confirm Buyer's title to the FCC Licenses, to put Buyer in actual possession and operating control thereof, and to assist Buyer in exercising all rights with respect thereto.

23. Execution. This Agreement may be executed in counterpart copies. When exchanged, such executed counterpart copies shall together have the same force and effect as a single executed Agreement.

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Signature Page to Asset Purchase Agreement

IN WITNESS WHEREOF, the parties hereto have hereunto set our hands and seals on the date first above written.

BUYER:

SUSQUEHANNA RADIO CORP.

By: Richard S. Jenney
Name: Richard S. Jenney
Title: VP

SELLER:

CALVARY CHAPEL OF KANSAS CITY

By: _____
Name:
Title:

Signature Page to Asset Purchase Agreement

IN WITNESS WHEREOF, the parties hereto have hereunto set our hands and seals on the date first above written.

BUYER:

SUSQUEHANNA RADIO CORP.

By: _____
Name:
Title:

SELLER:

CALVARY CHAPEL OF KANSAS CITY

By: 
Name: James Stewart
Title: President

SCHEDULE 1(a)
FCC LICENSES

Call Sign: K274BR

Authorized Frequency: 102.7 MHz

Community of License: Bonner Springs, Kansas

FCC Facility ID No.: 143354

License Application File No.: BLFT-20061221ACI

License Grant Date: February 7, 2007

License Expiration Date: June 1, 2013

Current Licensee: Horizon Christian Fellowship

SCHEDULE 1(b)
TOWER LEASE AGREEMENT

Antenna Site Lease Agreement by and between Tom Sun, Inc. (Lessor) and Horizon Christian Fellowship, Inc. (Lessee), effective 6/7/2006, for space on Lessor's tower (ASRN # 1064161) with coordinates: (NAD83) 39-6-32 N, 94-47-2 W, located at 2250 S. of Highway 54 I70 & 1280 W. of 86th St., Kansas City, KS

EXHIBIT A
FORM OF PROGRAMMING AGREEMENT FOR KCFX HD 3 CHANNEL

HD CHANNEL AGREEMENT

THIS HD CHANNEL AGREEMENT (this "Agreement") is entered into as of this ___ day of July, 2010, by and between Calvary Chapel of Kansas City, a Missouri nonprofit corporation ("Programmer"), and Susquehanna Radio Corp. a Pennsylvania corporation ("Licensee").

Recitals

WHEREAS, Licensee is the holder of a license issued by the Federal Communications Commission ("FCC") for radio station KCFX(FM), Harrisonville, MO (Facility ID 27021) (the "Station");

WHEREAS, Programmer desires to have access to an IBOC digital radio frequency in the Harrisonville, MO market to broadcast Programmer's network programming;

WHEREAS, Licensee is prepared to authorize Programmer to provide programming for broadcast on the Station's HD-3 digital channel (the "HD-3 Channel"); and

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and covenants contained herein, the parties, intending to be legally bound, hereby agree as follows:

Section 1. Term. The initial term of this Agreement shall commence upon the closing of the transaction described in that certain Asset Purchase Agreement by and between Licensee and Programmer dated July __, 2010 (the "Effective Date"), and shall continue for a period of twenty (20) years from such date unless otherwise terminated as set forth below (the "Term").

Section 2. License.

2.1. Use of HD-3 Channel. Commencing on the Effective Date, Programmer will have the right to use the HD-3 Channel only to broadcast religious programming as a not-for-profit entity, at a minimum data rate of 10 kilobits per second, twenty-four (24) hours per day, seven (7) days a week. Such use shall be limited to the broadcast of such programming, and Programmer shall not rebroadcast the programming aired on the HD-3 Channel on any other translators other than FM translator station K229AU without Licensee's prior written consent, which may be granted or withheld in Licensee's sole discretion.

2.2 Equipment. Subject to the approval of the owner of the Richland Tower, as defined below, to permit Programmer to make use of Licensee's combined antenna on such tower:

(a) Licensee shall provide Programmer hereunder use of its combined antenna on that certain tower, operated by Richland Towers LLC, located at 6309 E 56th St., Kansas City, MO (the "Richland Tower") for the broadcast of Programmer's programming as described above, and for rebroadcast utilizing FM translator station K229AU.

(b) Licensee shall construct, and install a T1 line and related equipment, from vendor(s) reasonably acceptable to Seller, to permit Programmer to access K229AU's antenna facilities within Licensee's combined antenna at the Richland Tower.

(c) Licensee shall maintain the equipment at the Richland Tower used by Programmer for the operation of K229AU after the audio output of the T1 line into the HD encoder for the Station and to Licensee's combined antenna.

(d) Programmer shall provide and maintain all other equipment required for the operation of the HD-3 Channel, and shall be responsible for all operating and maintenance costs related thereto, including, without limitation, all monthly fees charged by the service provider in connection with operation of the above-referenced T1 line. Licensee shall only be responsible for the purchase of such equipment and the installation of such T-1 line.

2.3. Monthly Payments. Programmer shall pay to Licensee a monthly fee as set forth in Attachment I hereto commencing on the Effective Date. In the event the regular broadcast transmissions of the Station are interrupted or interfered with and/or the operation of the HD-3 Channel becomes inoperable such that Programmer is unable to air its programming on the HD-3 Channel for a period of more than eight (8) hours in any one (1) calendar month during the Term, the monthly fee shall be pro rated and Programmer shall not be required to pay any fee for those hours in which the HD-3 Channel is inoperable for reasons that are due solely to Licensee.

Section 3. Programmer Programming.

3.1. Production, Expense and Quality. Programmer shall (a) be solely responsible for the acquisition or production of the programming to be broadcast on the HD-3 Channel, (b) transmit, at its sole expense, the programming to be broadcast on the HD-3 Channel to the Station's transmitting facilities, and (c) ensure that the technical quality of the programming broadcast on the HD-3 Channel satisfies any technical standards imposed on Licensee under agreements with iBiquity Digital Corporation.

3.2. Access to Programmer's Programming Materials. Licensee shall be entitled upon request to (a) review at its discretion from time to time on a confidential basis any of Programmer's programming (including any advertising therein) and (b) copies of all program logs and promotional materials with respect to Programmer's programming.

3.3. Compliance with Applicable Law. Programmer's programming (including advertising therein) shall comply in all material respects with applicable law, including but not limited to the Communications Act of 1934, as amended (the "Act"), and all published rules and policies of the FCC. If Licensee determines, in the exercise of Licensee's sole discretion, that any Programmer programming (or advertising therein) is for any reason unsatisfactory, unsuitable or contrary to the public interest, Licensee may, upon prior written notice to Programmer (to the extent time permits such notice), reject, preempt, suspend or cancel the broadcast of such material without incurring liability to Programmer. Licensee will use reasonable efforts to provide such written notice to Programmer prior to the rejection, preemption, suspension or cancellation of such material. Programmer shall use reasonable efforts to notify Licensee 24 hours in advance of material changes in the programming provided by Programmer for broadcast on the HD-3 Channel.

3.4. Programmer Ownership. The right to use programming supplied by Programmer and to authorize its use in any manner shall be and remain vested in Programmer.

3.5. Plugola/Payola. Neither Programmer nor its employees shall accept any consideration, compensation, gift or gratuity of any kind whatsoever, regardless of its value or form, including, but not limited to, a commission, discount, bonus, material, supplies or other merchandise, services or labor (collectively "Consideration"), whether or not pursuant to written contracts or agreements between Programmer and advertisers or other third parties, unless the payer is identified as required by the Act and FCC rules and policies in the program for which Consideration was provided as having paid for or furnished such Consideration. Upon the request of the Licensee, Programmer shall provide Licensee with an affidavit executed by Programmer and separate affidavits executed by each of its employees involved with the Station, with each affidavit to be substantially in the form attached hereto as Attachment II.

Section 4. Control of Station. Programmer shall not, directly or indirectly, control, supervise, direct, or attempt to control, supervise, or direct, the operations of the Station, including the HD-3 Channel. Such operations, including ultimate control and supervision of all of the programs, employees, and policies of the Station, shall be the sole responsibility of Licensee. To ensure that Licensee shall have the unfettered ability to control and supervise all programs, employees and policies of the Station, Licensee retain unrestricted access to Programmer's equipment located at the Station's transmitter at all times. In performing its responsibilities hereunder, Licensee shall use commercially reasonable efforts to avoid interfering with Programmer's operations. Licensee shall be solely responsible at Licensee's expense for implementation of any emergency alert system broadcast on the HD-3 Channel or equivalent requirements under the FCC's rules, regulations and/or policies as such may exist now or change during the Term.

Section 5. Station Expenses. Licensee will pay all costs for its employees, maintenance of all transmitter equipment and all other operating costs required to maintain the Station's broadcast operations in accordance with applicable law, including FCC rules and policies, and all utilities supplied to the Station's main studio and transmitter sites.

Section 6. Indemnification.

6.1. Programmer's Indemnification. Programmer shall indemnify and hold Licensee harmless from and against any and all claims, losses, costs, liabilities, damages, forfeitures and expenses (including reasonable legal fees and other expenses incidental thereto) of every kind, nature and description (collectively, "Damages") resulting from (a) Programmer's breach of any representation, warranty, covenant or agreement contained in this Agreement, (b) Programmer's negligence or willful misconduct or the negligence or willful misconduct of its employees or agents, and (c) any third-party claims relating to Programmer's programming (including advertising therein).

6.2. Licensee's Indemnification. Licensee shall indemnify and hold Programmer harmless from and against any and all Damages resulting from (a) Licensee's breach of any representation, warranty, covenant or agreement contained in this Agreement, (b) Licensee's negligence or willful misconduct or the negligence or willful misconduct of its

employees or agents, and (c) any third-party claims relating to programming broadcast by Licensee on the Station.

6.3. Procedure for Indemnification. The procedure for indemnification shall be as follows:

(a) The party claiming indemnification (the “Claimant”) shall promptly give written notice to the party from which indemnification is claimed (the “Indemnifying Party”) of any claim, whether between the parties or brought by a third party, specifying in reasonable detail the factual basis for the claim. If the claim relates to an action, suit, or proceeding filed by a third party against Claimant, such notice shall be given by Claimant no later than ten (10) business days after written notice of such action, suit, or proceeding was given to Claimant; provided, that the failure to give timely notice shall extinguish the Claimant’s right to indemnification only to the extent that such failure adversely affects the Indemnifying Party’s rights.

(b) With respect to claims solely between the parties, following receipt of notice from the Claimant of a claim, the Indemnifying Party shall have thirty (30) days to make such investigation of the claim as the Indemnifying Party deems necessary or desirable. For purposes of such investigation, the Claimant shall make available to the Indemnifying Party or its authorized representatives the information relied upon by the Claimant to substantiate the claim. If the Claimant and the Indemnifying Party agree in writing at or prior to the expiration of the 30-day period (or any mutually agreed upon extension thereof) to the validity and amount of such claim, the Indemnifying Party shall immediately pay to the Claimant the full amount of the claim or such amount as agreed to by the parties. If the Claimant and the Indemnifying Party fail to agree within the 30-day period (or any mutually agreed upon extension thereof), the Claimant may seek any remedy available to it at law or equity.

(c) With respect to any claim by a third party as to which the Claimant is entitled to indemnification under this Agreement, the Indemnifying Party shall have the right, at its own expense, to assume control of the defense of such claim, and the Claimant shall cooperate fully with the Indemnifying Party, subject to reimbursement for actual out-of-pocket expenses incurred by the Claimant as the result of a request by the Indemnifying Party. If the Indemnifying Party elects to assume control of the defense of any third-party claim, the Claimant shall have the right to participate in the defense of such claim at its own expense. If the Indemnifying Party does not assume control, it shall be bound by the results obtained by the Claimant with respect to such claim; provided, that the Claimant shall not settle any third party claim without first giving the Indemnifying Party ten (10) business days’ prior notice of the terms of such settlement.

(d) If a claim, whether between the parties or by a third party, requires immediate action, the parties will make every commercially reasonable effort to reach a decision with respect thereto as expeditiously as possible.

(e) The indemnification rights provided herein shall extend to the partners, members, shareholders, directors, officers, employees, representatives, attorneys, agents, successors and permitted assigns of any Claimant; provided, that, for the purpose of the

procedures set forth in this section, any indemnification claims by such parties shall be made by and through the Claimant.

6.4. Challenge to Agreement. Subject to the terms of Section 10.8, if this Agreement is challenged by or before the FCC, whether or not in connection with the Station's license renewal application, Licensee and Programmer shall jointly defend this Agreement and the parties' performance hereunder throughout all FCC proceedings. Programmer's obligations hereunder shall be limited to matters specifically limited to this Agreement. If the parties cannot reform this Agreement as necessary to satisfy any adverse FCC decision, the parties shall seek reversal of the FCC's decision. Except as otherwise provided herein, each party hereto shall be solely responsible for all fees and expenses which it incurs in connection with the transactions contemplated by this Agreement, including, without limitation, legal fees incurred in connection herewith.

Section 7. Termination Rights and Restrictions.

7.1. Termination. This Agreement may be terminated by either Licensee or Programmer by written notice to the other, if the party seeking to terminate is not then in material breach of any representation, warranty, covenant or other obligation hereunder, upon the occurrence of any of the following:

- (a) The mutual consent of both parties;
- (b) By either party, if the other party is in material breach of any representation, warranty, covenant or other obligation under this Agreement and has failed to cure such breach within twenty (20) days (or longer as reasonably necessary to cure said breach) of written notice from the non-defaulting party;
- (c) By either party, if, subject to the provisions of Section 10.8, this Agreement is declared invalid or illegal in whole or material part by an order or decree of an administrative agency or court of competent jurisdiction and such order or decree has become a Final Order (which, for purposes of this Agreement, means a decision – as modified or supplemented upon reconsideration or review by such agency or court of competent jurisdiction – that is no longer subject to administrative or judicial reconsideration or review);
- (d) By either party, if a material change in FCC rules, policies or precedent that would cause this Agreement to be in violation thereof, such change has become a Final Order, and this Agreement cannot be reformed to remove and/or eliminate the violation in a manner reasonably acceptable to Programmer and Licensee; or
- (e) By Licensee, if Programmer is in breach of that certain lease or license agreements by and between Programmer and the owner of the Richland Tower, and such breach is not cured within the period so identified for such cure to occur within such agreement(s).

7.2. Force Majeure. Any failure or impairment of the Station's facilities or any delay or interruption in the broadcast of programs, or failure at any time to furnish facilities, in whole or in part, for broadcast, due to Acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods and any other cause not reasonably

within the control of Licensee or Programmer, or for power reductions necessitated for maintenance of the Station or for maintenance of other radio or television broadcast stations located on the tower from which the Station is broadcasting, shall not constitute a breach of any representation, warranty, covenant or other obligation under this Agreement, and Licensee will not be liable to Programmer for reimbursement or reduction of the monthly fee to be paid to Licensee hereunder.

Section 8. Representations and Warranties.

8.1. By Licensee. Licensee represents and warrants to Programmer that (a) it has all requisite corporate power and authority to execute and deliver this Agreement and the documents contemplated hereby and to perform and comply with all of the terms, covenants, and conditions to be performed and complied with by Licensee hereunder, (b) the execution, delivery, and performance by Licensee of this Agreement and the documents contemplated hereby have been duly authorized by all necessary corporate actions on the part of Licensee, (c) this Agreement has been duly executed and delivered by Licensee and constitutes the legal, valid, and binding obligation of Licensee, enforceable against Licensee in accordance with its terms, except as the enforceability of this Agreement may be affected by bankruptcy, insolvency, or similar laws affecting creditors' rights generally and by judicial discretion in the enforcement of equitable remedies, (d) the execution, delivery, and performance by Licensee of this Agreement and the documents contemplated hereby (with or without the giving of notice, the lapse of time, or both) (i) do not require the consent of any third party, (ii) will not conflict with any provision of the organizational documents of Licensee; and (iii) will not conflict with, constitute grounds for termination of, result in a breach of, or constitute a default under, any agreement, instrument, license, or permit to which Licensee is a party or by which Licensee is bound.

8.2. By Programmer. Programmer represents and warrants to Licensee that (a) it has all requisite corporate power and authority to execute and deliver this Agreement and the documents contemplated hereby and to perform and comply with all of the terms, covenants, and conditions to be performed and complied with by Programmer hereunder, (b) the execution, delivery, and performance by Programmer of this Agreement and the documents contemplated hereby have been duly authorized by all necessary corporate actions on the part of Programmer, (c) this Agreement has been duly executed and delivered by Programmer and constitutes the legal, valid, and binding obligation of Programmer, enforceable against Programmer in accordance with its terms, except as the enforceability of this Agreement may be affected by bankruptcy, insolvency, or similar laws affecting creditors' rights generally and by judicial discretion in the enforcement of equitable remedies, and (d) the execution, delivery, and performance by Programmer of this Agreement and the documents contemplated hereby (with or without the giving of notice, the lapse of time, or both) (i) do not require the consent of any third party, (ii) will not conflict with any provision of the organizational documents of Programmer; and (iii) will not conflict with, constitute grounds for termination of, result in a breach of, or constitute a default under, any agreement, instrument, license, or permit to which Programmer is a party or by which it is bound.

8.3 Other Agreements. During the Term of this Agreement, neither Licensee nor Programmer will enter into any other agreement with any third party that would conflict with or result in a breach of this Agreement by Licensee or Programmer.

8.4 Rebroadcast Consent. During the Term of this Agreement and any extension hereof, Licensee hereby grants its consent for Programmer to rebroadcast the Programmer programming carried on the HD-3 Channel over FM translator station K229AU, provided that the FM translators' 60 dBu service contour shall not extend outside the Station's 60 dBu service contour.

Section 9. POWERING DOWN.

9.1 Non-emergency. Licensee may require that Programmer temporarily discontinue operation or reduce power of its equipment for a reasonable timeframe in order for Licensee or another user of the Richland Tower to install equipment, to modify the equipment located on the Property, conduct maintenance or perform repairs or otherwise address interference concerns at the Richland Tower. Specifically, Licensee shall have the right to require that Programmer temporarily discontinue operations or reduce power of its equipment to the extent reasonably necessary to accomplish the aforesaid objectives. If such discontinuance of operation or reduction of power is required for non-emergency work, Licensee shall provide prior written notice to Programmer that such discontinuance or reduction must occur. Licensee and Programmer shall act in good faith to arrange a convenient date and time for Licensee or the other user, as applicable, to cause such a discontinuance or reduction by Programmer. If such an arrangement cannot be reached, Licensee shall have the unilateral right to schedule the required work and the required discontinuance or reduction based on its good faith assessment of the respective needs of Licensee and all users and shall cause as little disruption as possible to Programmer's equipment.

9.2 Emergency. In an emergency, as specifically defined as an event resulting in or likely to result in injury to persons or property, Licensee may require Programmer, to cease operating, reduce or turn off electrical power, reduce its signal strength, or make other adjustments to its operation upon such notice as may be reasonably practical under the circumstances. In the event the Programmer fails or refuses to discontinue or reduce power due to emergency circumstances as requested by Licensee, or the circumstances dictate that no notice may be given, Licensee may, without liability to Programmer, at its sole and absolute discretion discontinue electric service to Programmer's transmitter and equipment until such repairs are complete. Licensee shall restore such electrical service as soon as reasonably practical.

10. Miscellaneous.

10.1. Assignment.

(a) Licensee may not assign its rights and obligations under this Agreement without the prior written consent of Programmer, which consent shall not be unreasonably withheld, conditioned or denied; provided, that Licensee may assign its rights and obligations under this Agreement at any time to any subsidiary of Licensee or to any other party under common control with Licensee (although Licensee would continue to remain liable in that event). Programmer may not transfer or assign its rights and obligations under this Agreement (whether in the context of the sale of the assets of the Programmer, the sale of ownership interests in Programmer, or otherwise) without the prior written consent of Licensee, which shall be given or withheld in Licensee's sole discretion.

(b) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns, including, without limitation, any party or parties that may receive an assignment of the Station's license from Licensee.

10.2. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original instrument, but both of which together shall constitute one and the same instrument. Delivery of an executed counterpart signature page to this Agreement by facsimile or email shall be deemed an original for all intents and purposes.

10.3. Entire Agreement. This Agreement (including the Attachments hereto) embodies the entire agreement and understanding of the parties relating to the subject matter of this Agreement and supersedes any and all prior and contemporaneous agreements and understandings of the parties, oral or written, with respect hereto. No amendment to this Agreement will be effective unless evidenced by an instrument in writing signed by the parties.

10.4. Taxes. Licensee and Programmer shall each pay its own ad valorem taxes, if any, which may be assessed on such party's respective personal property for the periods that such items are owned by such party.

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

10.6. Governing Law. The construction and performance of the Agreement will be governed by the laws of the State of Missouri without regard to conflicts of law principles.

10.7. Notices. All notices, demands and requests required or permitted to be given under the provisions of this Agreement shall be (a) in writing, (b) delivered by personal delivery (charges prepaid), by commercial overnight delivery service, or by facsimile (with written confirmation of receipt), (c) deemed to have been given on the date of personal delivery, the date set forth in the records of the delivery service, or on the written confirmation, and (d) addressed as follows:

If to Programmer:

Calvary Chapel of Kansas City
12251 Charlotte St.
Kansas City, MO 64146
Attention: James Stewart, President
Tel: (913) 681-1635
Fax: (913) 681-1337

With a copy, which shall not constitute notice, to:

Fletcher, Heald & Hildreth, P.L.C.
1300 North 17th Street, 11th Floor
Arlington, VA 22209
Attention: Kathleen Victory, Esq.
Tel: (703) 812-0400
Fax: (703) 812-0486

If to Licensee:

Mr. Lewis W. Dickey, Jr.
Cumulus Broadcasting, LLC
3280 Peachtree Street
Suite 2300
Atlanta, GA 30005
Tel: (404)260-6615
Fax: (404) 949-0740

or to any other or additional persons and addresses as the parties may from time to time designate in a writing delivered in accordance with this section.

10.8. Severability. If any provision of this Agreement or the application thereof to any person or circumstances shall be held invalid or unenforceable to any extent by any governmental authority or court of competent jurisdiction, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law. In the event that the FCC raises a substantial and material question as to the validity of any provision of this Agreement, the parties hereto shall negotiate in good faith to revise any such provision of this Agreement with a view toward assuring compliance with the Act and applicable FCC rules and policies, while attempting to preserve, as closely as practical, the intent of the parties as embodied in the provision of this Agreement which is to be so modified.

10.9. No Joint Venture. This Agreement is not intended to be and shall not be construed as a partnership or joint venture between the parties. Except as otherwise specifically provided in this Agreement, neither party to this Agreement shall be authorized to act as an agent of or otherwise represent the other party.

10.10. Remedies. In the event that either party breaches or threatens to breach any provision of this Agreement, the other party shall be entitled to seek any remedy available at law or equity, including, if appropriate, specific performance. If either party institutes litigation to enforce its rights under this Agreement, (a) each party waives any requirement that the other party post a bond or other security in connection with pursuing equitable or injunctive relief under this Agreement, and (b) the prevailing party shall be reimbursed by the other party for all reasonable expenses incurred thereby, including reasonable attorneys' fees.

10.11 Waiver. No waiver of any provision of this Agreement shall be effective unless contained in a writing signed by the party charged with the waiver. A waiver in any one instance shall not constitute a waiver of any other action or omission in any other instance, regardless of how similar to the action or omission covered by the waiver. No delay in either party's enforcement of any right hereunder shall, in and of itself, be deemed to be a waiver.

10.12 No Third Party Beneficiaries. This Agreement is intended to benefit only the parties to this Agreement, and their respective successors and permitted assigns. No other person or entity is an intended or incidental beneficiary of this Agreement.

10.13 Licensing Fees. Programmer shall be responsible for payment of all music licensing fees associated with the programming aired on the HD-3 Channel by Programmer, including without limitation those payable to ASCAP, BMI, and SESAC.

[Signatures on the Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year written above.

SUSQUEHANNA RADIO CORP.

By: _____
Name:
Title:

CALVARY CHAPEL OF KANSAS CITY

By: _____
Name:
Title: