

ASSET PURCHASE AGREEMENT

among

RADIO LICENSE HOLDINGS, LLC,

KLOS – FM RADIO ASSETS, LLC

and

MERUELO MEDIA LLC

Dated as of April 5, 2019

ASSET PURCHASE AGREEMENT

This **ASSET PURCHASE AGREEMENT** (the “Agreement”) is entered into as of this 5th day of April, 2019 (the “Effective Date”), by and between Radio License Holdings, LLC, a Delaware limited liability company (the “Licensee”), and KLOS – FM Radio Assets, LLC, a Delaware limited liability company (the “Company,” and collectively with the Licensee, the “Seller”) and Meruelo Media LLC, a California limited liability company (“Buyer”) (Seller and Buyer are each a “Party” and, collectively, the “Parties”).

RECITALS

WHEREAS, Licensee is the licensee of KLOS – FM (the “Station”) pursuant to certain authorizations issued by the Federal Communications Commission (the “FCC”):

WHEREAS, Seller owns or leases other assets used in connection with the operation of the Station;

WHEREAS, on the terms and conditions described herein, Seller desires to sell, and Buyer desires to purchase, the Station Assets (defined below), except for the Excluded Assets (defined below);

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

ARTICLE 1: SALE AND PURCHASE

1.1 Station Assets. On the terms and subject to the conditions hereof, at Closing (defined below), except as set forth in Section 1.2, Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase, acquire and assume from Seller, all right, title and interest of Seller in and to the following real, personal, tangible, intangible assets and properties of Seller that are used exclusively in the operation of the Station (the “Station Assets”):

(a) **Licenses and Authorizations.** All licenses, authorizations, permits, applications and approvals issued to or pending with respect to the Station by (i) the FCC (the “FCC Authorizations”); and (ii) the Federal Aviation Administration (“FAA”); and (iii) any other permits, registrations, licenses, variances, exemptions, orders and approvals of all federal, state or local governmental authorities held by Seller exclusively in connection with the Station (collectively, the “Licenses”), including those described on Schedule 1.1(a), including any renewals or modifications thereof between the date hereof and Closing.

(b) **Tangible Personal Property.** All towers, equipment, transmitters, antennas, cables, furniture, fixtures, computers, spare parts and other tangible personal property of every kind and description that are (i) located at the transmitter site for the Station that are exclusively used in the operation of the Station or (ii) located at the studio and office facilities used exclusively by the Station, including those items that are described on Schedule 1.1(b), and any additions and improvements thereto prior to the Closing Date, except for any retirements or dispositions thereof made between the date hereof and the Closing Date in the ordinary course of business and consistent with the terms of this Agreement (collectively, the “Tangible Personal Property”).

(c) **Contracts.** All contracts, agreements, leases and licenses used exclusively in the operation of the Station that (i) are listed on Schedule 1.1(c); (ii) are agreements for the sale of advertising time on the Station for cash entered into in the ordinary course of business and terminable on ninety (90) days’ notice or less without penalty; (iii) are trade, barter or similar agreements for the sale of time for goods or services entered into in the ordinary course of business and terminable on ninety (90) days’ notice or less without penalty; (iv) were entered into in the ordinary course of business and do not require payments of more than Two Hundred Fifty Thousand Dollars (\$250,000) in the aggregate; or (v) are made between the date hereof and Closing in accordance with Article 5 (collectively, the “Assumed Contracts”).

(d) **Intangible Property.** All of Seller’s rights in and to the Station’s 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, Facebook, Twitter and other social media accounts, and other intangible property which are used exclusively in the operation of the Station, including without limitation those listed on Schedule 1.1(d), and all goodwill associated therewith, but excluding any trademarks or tradenames listed on Schedule 1.2 (the “Intangible Property”);

(e) **Files and Records.** The Station’s public inspection files, filings with the FCC relating exclusively to the Station, and such other environmental reports, title insurance policies, technical information, engineering data, news and advertising studies, consulting reports, marketing and demographic data, ratings studies, all sales materials, and books and records that exclusively relate to the operation of the Station.

(f) **Prepaid Items.** All deposits, reserves, prepaid expenses, and other prepaid taxes relating exclusively to the Station Assets pro-rated as of Closing under Section 1.4(d).

1.2 Excluded Assets. The following shall be excluded from the Station Assets and retained by Seller (collectively, the “Excluded Assets”):

(a) **Cash.** All cash, cash equivalents or similar investments such as certificates of deposit, treasury bills and other marketable securities on hand and/or in banks and deposits of Seller.

(b) **Accounts Receivable.** All accounts receivable and any other rights to payment of cash consideration for goods or services sold or provided prior to the LMA Date (defined below) (collectively, the “Accounts Receivable”).

(c) **Disposed Property.** All tangible and intangible property retired or disposed of between the date of this Agreement and Closing in accordance with the terms hereof.

(d) **Terminated Contracts.** All contracts that are terminated or expire prior to Closing in accordance with the terms hereof and the portion of group contracts that do not relate to the Station.

(e) **Software.** Any non-transferrable shrink-wrapped computer software or any other non-transferrable computer licenses that are not material to the operation of the Station.

(f) **Deposits.** All deposits and prepaid expenses except to the extent Seller receives a credit therefor under Section 1.4(d).

(g) **Computers.** Computers and other similar assets and any financial, sales or operating related systems and related assets including all operating and procedural manuals for such systems, whether in hard copy or stored on a computer disk or otherwise, that are also used in the operation of radio stations other than the Station or in other business units.

(h) **Administrative Assets.** All assets or properties relating to various general and administrative, accounting, legal, human resources, sales, marketing, engineering, programming, finance and other services regularly provided to radio stations other than the Station or other business units.

(i) **Intercompany Accounts.** Intercompany accounts receivable and accounts payable.

(j) **Personal Property.** All items of personal property owned by personnel at the Station.

(k) **Insurance.** Any insurance policies, intercompany accounts, promissory notes, amounts due from employees, bonds, letters of credit, or other similar items; any cash surrender value in regard thereto of Seller; and any proceeds from insurance claims made by Seller relating to property or equipment included in Station Assets that have been or will be repaired, replaced or restored by Seller pursuant to Section 13.6.

(l) **Benefit Plans.** Any pension, profit-sharing or cash or deferred (Section 401(k)) plans and trusts and assets thereof, or any other employee benefit plan or arrangement, and the assets thereof.

(m) **Tax Refunds.** Any interest in and to any refunds of federal, state or local franchise, income or other taxes of Seller for taxes relating to all periods prior to Closing.

(n) **Books and Records.** All corporate records (including organizational documents) of Seller, including tax returns and transfer books, and all records not relating to the operation of the Station.

(o) **Other Assets.** All assets used or held for use to operate Seller's or its affiliates' other radio stations or business units, including any shared contracts or intellectual property, except for any items specifically set forth on Schedule 1.1(c).

(p) **Contracts.** Any contracts or agreements not listed on Schedule 1.1(c) or otherwise described in Section 1.1(c) and all ASCAP, BMI, SESAC and GMR licenses.

(q) **Intellectual Property.** The corporate name "Cumulus" and logos or variations thereof, and all corporate intellectual property of Seller and its respective affiliates not used or created exclusively for the Station, in each case including without limitation copyrights, servicemarks, trademarks, trade names, slogans, logos, brands, domain names of and all other proprietary rights, whether registered or not, and all derivatives thereof, along with all goodwill associated therewith.

(r) **Rights and Claims.** All rights and claims related to the Retained Obligations and to any period prior to the LMA Date.

1.3 Liabilities. The Station Assets shall be transferred by Seller to Buyer free and clear of all debts, security interests, mortgages, trusts, claims, pledges, and other liens, liabilities and encumbrances of every kind and nature ("Liens"), other than for taxes not yet due and payable, Liens that will be discharged prior to or at Closing, Buyer's obligations to perform on and after the Closing Date the obligations arising under the Assumed Contracts and other Station Assets (collectively, "Permitted Liens"). To the extent not already assumed under the LMA (defined below), Buyer shall assume and undertake to pay, discharge and perform (a) all obligations and liabilities relating to the Assumed Contracts and other Station Assets arising or occurring after Closing, (b) the obligations described in Section 7.1, and (c) the obligations to the extent Buyer receives a credit under Section 1.4(d) or are below the barter threshold in Section 1.4(d)(ii) ("Assumed Liabilities"). Buyer shall not assume any other obligations or liabilities of Seller (collectively, the "Retained Obligations").

1.4 Purchase Price; Escrow; Payment; Adjustment.

(a) **Purchase Price.**

(i) The purchase price to be paid for the Station Assets (subject to adjustments and prorations agreed to by the Parties in the Agreement) will be an amount equal to Forty Three Million Dollars (\$43,000,000) (the "Purchase Price").

(ii) The Purchase Price shall be subject to the adjustments described in Section 1.4(d) below. Seller and Buyer agree to use the Purchase Price as the basis for the filing of all returns and reports concerning the transaction contemplated herein, including all federal, state, and local tax returns.

(b) **Escrow Deposit.** Pursuant to the terms of that certain Escrow Agreement dated as of even date herewith (the "Escrow Agreement") among Seller, Buyer and Commonwealth Land Title Company, as escrow agent (the "Escrow Agent"), Buyer deposited Five Million Dollars (\$5,000,000.00) (the "Escrow Deposit") into escrow. The parties agree that the Escrow Deposit will be held in an interest-bearing account and will be disbursed by the Escrow Agent in accordance with the Escrow Agreement and this Agreement. Seller and Buyer shall equally share all fees, costs, and expenses charged by the Escrow Agent pursuant to the Escrow Agreement.

(c) **Payment at Closing.** At Closing, (i) the Parties shall cause the Escrow Deposit to be paid to Seller, and all interest accrued on the Escrow Deposit to be paid to Buyer, pursuant to the terms of the Escrow Agreement and (ii) Buyer shall pay the remainder of the Purchase Price, subject to any adjustments agreed to by the Parties under Section 1.4(d) hereto. All payments to Seller or to Buyer shall be made by wire transfer of immediately available funds to an account designated by the Party receiving payment, or at such Party's option, by certified check of immediately available funds.

(d) **Adjustment.**

(i) All revenue and expenses arising from the operation of the Station shall be prorated between the Parties in accordance with GAAP (defined below) as of 12:01 a.m. Pacific time on the day of Closing (the "Effective Time"). Such prorations shall include without limitation any all ad valorem and other personal property taxes (except transfer taxes as provided by Section 13.2), FCC regulatory fees, music and other license fees, utility expenses, rent and other amounts under contracts and similar prepaid and deferred items. Seller shall receive a credit for deposits and prepaid expenses. Sales commissions related to the sale of advertisements broadcast prior to the LMA Date shall be the responsibility of Seller, and sales commissions related to the sale of advertisements broadcast after the LMA Date shall be the responsibility of Buyer.

(ii) With respect to trade, barter or similar agreements for the sale of air time or website inventory in exchange for goods or services that are included in the Assumed Contracts, there shall be no proration or adjustment, unless the net aggregate barter liability at Closing exceeds the amount identified on Schedule 1.4(d)(ii) by more than Twenty Thousand Dollars (\$20,000), with "net aggregate barter liability" defined as trade liabilities (i.e., trade payables) less trade assets (i.e., trade receivables). In determining barter balances, the value of

air time and website inventory shall be calculated in accordance with GAAP, and corresponding goods and services shall include those to be received after the LMA Date, plus those received before the LMA Date, to the extent conveyed to Buyer. For avoidance of doubt, inventory under program contracts, which is sometimes referred to as “barter,” is not considered barter for purposes of determining trade balances.

(iii) At least five (5) business days prior to the Closing Date, Seller shall provide Buyer with a good faith estimate of the prorations contemplated by this Section 1.4 (the “Estimated Settlement Statement”) Any payment agreed to by the Parties pursuant to the Estimated Settlement Statement shall be made by the appropriate Party at the Closing in accordance therewith.

(iv) Within sixty (60) days after the Closing Date, Buyer shall prepare and deliver to Seller a proposed proration of revenues and expenses in the manner described in this Section 1.4, as of the Effective Time, that takes into account any proration made at Closing (the “Settlement Statement”), setting forth the prorations, together with a schedule or spreadsheet setting forth, in reasonable detail, the components thereof.

(v) During the 30-day period following the receipt of the Settlement Statement (i) Seller and its independent auditors, if any, shall be permitted to review and make copies reasonably required of (A) the financial statements of Buyer relating to the Settlement Statement; (B) the working papers of Buyer and its independent auditors, if any, relating to the Settlement Statement; (C) the books and records of Buyer relating to the Settlement Statement; and (D) any supporting schedules, analyses and other documentation relating to the Settlement Statement; and (ii) Buyer shall provide Seller and its representatives reasonable access, upon reasonable advance notice and during normal business hours, to such employees Buyer and its independent auditors, if any, as Seller may reasonably request in connection with its review of the Settlement Statement.

(vi) The Settlement Statement shall become final and binding upon the Parties on the 30th day following receipt thereof, unless Seller gives written notice (which may be by email and need not be in accordance with Section 13.9) of its disagreement with the Settlement Statement (the “Notice of Disagreement”) to Buyer prior to such date. The Notice of Disagreement shall specify in reasonable detail the nature of any disagreement so asserted (which may consist of a spreadsheet). If a Notice of Disagreement is given to Buyer in the period specified, then the Settlement Statement (as revised in accordance with clause (i) or (ii) below) shall become final and binding upon the parties on the earlier of (i) the date Buyer and Seller resolve in writing any differences they have with respect to the matters specified in the Notice of Disagreement or (ii) the date any disputed matters are finally resolved in writing by a mutually agreeable accounting firm (the “Accounting Firm”).

(vii) Within ten (10) Business Days the Settlement Statement becomes final and binding upon the Parties, Buyer or Seller, as the case may be, shall pay the final net proration amount. All payments made pursuant to this Section 1.4(d)(vii) must be made via wire transfer in immediately available funds to an account designated by the recipient Party.

(viii) Notwithstanding the foregoing, in the event that Seller delivers a Notice of Disagreement, Seller or Buyer shall be required to make a payment of any undisputed amount to the other regardless of the resolution of the items contained in the Notice of Disagreement, and Seller or Buyer, as applicable, shall within ten (10) business days of the receipt of the Notice of Disagreement make payment to the other by wire transfer in immediately available funds of such undisputed amount owed by Seller or Buyer to the other, as the case may be, pending resolution of the Notice of Disagreement.

(ix) During the 30-day period following the delivery of a Notice of Disagreement to Buyer that complies with the preceding paragraphs, Buyer and Seller shall seek in good faith to resolve in writing any differences they may have with respect to the matters specified in the Notice of Disagreement. During such period: (i) Buyer and its independent auditors, if any, at Buyer's sole cost and expense, shall be, and Seller and its independent auditors, if any, at Seller's sole cost and expense, shall be, in each case permitted to review and make copies reasonably required of: (A) the financial statements and the books and records of the Station relating to the Notice of Disagreement and (B) any supporting schedules, analyses and documentation relating to the Notice of Disagreement; and (ii) Seller, in the case of Buyer, and Buyer, in the case of Seller, shall provide reasonable access, upon reasonable advance notice and during normal business hours, to such employees of such other Party and such other Party's independent auditors, if any, as such first Party reasonably believes is necessary or desirable in connection with its review of the Notice of Disagreement.

(x) If, at the end of such 30-day period, Buyer and Seller have not resolved such differences, Buyer and Seller shall submit to the Accounting Firm for review and resolution any and all matters that remain in dispute and that were properly included in the Notice of Disagreement. Within thirty (30) days after selection of the Accounting Firm, Buyer and Seller shall submit their respective positions to the Accounting Firm, in writing, together with any other materials relied upon in support of their respective positions. Buyer and Seller shall use commercially reasonable efforts to cause the Accounting Firm to render a decision resolving the matters in dispute within thirty (30) days following the submission of such materials to the Accounting Firm. The decision of the Accounting Firm shall be final and binding on each of the Parties, and Buyer and Seller agree that judgment may be entered upon the determination of the Accounting Firm in any court having jurisdiction over the Party against which such determination is to be enforced. The cost of the fees and expenses of the Accounting Firm pursuant to this Section 1.4(d) shall be borne by Buyer and Seller in inverse proportion as they may prevail on matters resolved by the Accounting Firm, which proportional allocations shall also be determined by the Accounting Firm at the time the determination of the Accounting Firm is rendered on the matters submitted. The fees and expenses (if any) of Buyer's independent auditors and attorneys incurred in connection with the review of the Notice of Disagreement shall be borne by Buyer, and the fees and expenses (if any) of Seller's independent auditors and attorneys incurred in connection with their review of the Settlement Statement shall be borne by Seller.

(xi) Notwithstanding anything herein to the contrary, the deadlines in this Section 1.4(d) are for items known at the time thereof, and in each case if after the deadline an item becomes known that has not been prorated or has not been prorated properly, but under the principles set forth above should be prorated or a prior proration should be adjusted, then the

Parties shall promptly prorate or adjust such item and the appropriate Party shall make a prompt adjustment payment, but in no instance later than thirty (30) days from such knowledge.

(e) **Allocation.** Buyer and Seller shall allocate the Purchase Price among the Station Assets in accordance with an allocation schedule jointly prepared by Buyer and Seller in good faith that will be in compliance with the requirements of Section 1060 of the Internal Revenue Code of 1986, as amended (and any similar provisions of state, local, or foreign law, as appropriate). Buyer and Seller agree that they shall each use the jointly prepared allocation schedule in preparing and filing their own IRS Form 8594 to submit with their income tax returns. In the event Buyer and Seller cannot agree, they shall employ the dispute mechanism in Section 1.4(d) to resolve any differences.

1.5 Shared Contracts. Some of the Assumed Contracts may be used also in the operation of radio stations that are not the Station or by other business units. The rights and obligations under such contracts shall be allocated to the Station as described on Schedule 1.1(c). With respect to each such contract, the Parties shall cooperate with each other and each contract counterparty in such allocation, and only the allocated portion of each such contract is included in the contracts to be assigned and assumed under this Agreement (without need for further action and whether such allocation occurs before or after Closing), such allocation may occur by termination of the Station, from the shared contract and execution of a new contract relating to the Station. Completion of the allocation and/or documentation of any such allocation is not a condition to Closing.

1.6 Local Marketing Agreement.

(a) Contemporaneously with the execution of this Agreement, Buyer and Seller have agreed to enter into a local marketing agreement, to be effective as of April 16, 2019 (the "LMA Date"), in form and substance reasonably satisfactory to the parties, pursuant to which (i) Seller will provide programming for, and be entitled to receive revenue from the sales of advertising on, the Station (the "LMA").

(b) To the extent that any Station Assets are assigned, Assumed Liabilities are assumed, or assets and liabilities are prorated under the LMA, any obligation of Seller under this Agreement to assign such Station Assets, of Buyer to assume such Assumed Liabilities, or of either party to prorate such assets or liabilities, shall be determined as of the LMA Date.

(c) Notwithstanding anything contained herein to the contrary, Seller shall not be deemed to have breached any of its representations, warranties, covenants or agreements contained herein or to have failed to satisfy any condition precedent to Seller's obligation to perform under this Agreement (nor shall Seller have any liability or responsibility to Buyer in respect of any such representations, warranties, covenants, agreements or conditions precedent), in each case to the extent that the inaccuracy of any such representations, the breach of any such warranty, covenant or agreement or the inability to satisfy any such condition precedent arises out of or otherwise relates to (i) any actions taken by or under the authorization of Buyer or any of its affiliates (or any of its respective officers, directors, employees, agents or representatives)

in connection with Buyer's performance of its obligations under the LMA or (ii) the failure of Buyer to perform any of its obligations under the LMA.

(d) Buyer acknowledges and agrees that Seller, in its capacity as licensee of the Station, shall not be deemed responsible for or have authorized or consented to any action or failure to act on the part of Buyer or its affiliates (or any of its respective officers, directors, employees, agents or representatives) in connection with the LMA, solely by reason of the fact that prior to Closing, Seller shall have the legal right to control, manage and supervise the operation of the Station and the conduct of its business.

ARTICLE 2: FCC CONSENT; CLOSING

2.1 FCC Consent; Assignment Application. Seller and Buyer shall execute, file, and diligently prosecute the appropriate applications to the FCC (collectively, the "Assignment Application") requesting the FCC's consent ("FCC Consent") to the assignment from Licensee to Buyer of the FCC Authorizations pertaining to the Station (the "Initial Order"). The Assignment Application shall be filed at such time mutually agreed by the parties but in no event later than ten (10) business days after the date of the execution of this Agreement. Buyer shall reimburse Seller for one-half of the FCC filing fees paid in connection with the Assignment Application. Buyer and Seller shall be responsible for all of its other costs with respect to the preparation, filing and prosecution of the Assignment Application; *provided, however*, that neither Buyer nor Seller shall be required to pay consideration to any third party to obtain FCC Consent. Buyer and Seller shall cooperate in good faith to diligently prosecute the Assignment Application and otherwise use their commercially reasonable best efforts to obtain the FCC Consent as soon as possible; *provided, however*, that neither Party shall be required to appear at any trial-type hearing or to participate in a judicial appeal. Buyer and Seller shall oppose any petitions to deny or other objection filed with respect to an Assignment Application to the extent such petition or objection relates to such Party. Neither Buyer nor Seller shall take any intentional action that would, or intentionally fail to take such action the failure of which to take would, reasonably be expected to have the effect of preventing or materially delaying the receipt of FCC Consent. Buyer and Seller shall (i) keep each other informed in all material respects and on a reasonably timely basis of any material communication received by such Party from, or given by such Party to, the FCC with respect to this Agreement, the Station, the Assignment Application, or the transaction contemplated hereby; (ii) notify each other of all documents filed with or received from the FCC with respect to this Agreement, the Station, the Assignment Application, or the transaction contemplated hereby, and provide each other with copies of all such documents; (iii) furnish each other with such information and assistance as the other may reasonably request in connection with their preparation of the Assignment Application; and (iv) cooperate in all respects with each other in connection with this Agreement, the Station, the Assignment Application, or the transaction contemplated hereby and in connection with any investigation or other inquiry by or before the FCC related to the foregoing. Buyer and Seller shall have the right to review in advance, and to the extent practicable each will consult with the other on, all information relating to the other Party that appears in any filing made with, or written materials submitted to, the FCC with respect to this Agreement, the Station, the Assignment Application, or the transaction contemplated hereby. Seller and Buyer agree to

cooperate to the extent necessary to obtain the FCC's extension of the effectiveness of the FCC Consent as may be required.

2.2 Closing. The consummation of the transaction contemplated in this Agreement (referred to herein as the "Closing") shall occur on a date fixed by the Parties (the "Closing Date"), which such date shall be no later than ten (10) days following the date on which the Initial Order shall have been granted. The Closing shall be held at the offices of Seller's counsel or by exchange of documents via email, or as Seller and Buyer may otherwise agree.

2.3 Unwind Agreement. Seller and Buyer will enter into an unwind agreement ("Unwind Agreement") at Closing which will provide among other things that if the FCC withdraws the FCC Consent prior to the time that the Initial Order becomes a final order, Seller and Buyer shall cooperate fully and in good faith to make such arrangements as shall be reasonable under then-prevailing circumstances to fully comply with all FCC requirements and restore each Party, to the greatest extent practicable, to the status quo ante prior to the Closing, including having Buyer return the Station Assets to Seller and having Seller return the Purchase Price to Buyer in readily available federal funds.

ARTICLE 3: REPRESENTATIONS AND WARRANTIES OF SELLER

Seller makes the representations and warranties set forth below to Buyer. When representations and warranties are made to Seller's "knowledge", such knowledge shall be limited to the actual knowledge of Seller as reposed in the individuals listed on Schedule 3 hereto.

3.1 Organization and Authorization. Each Seller entity is a limited liability company duly organized, validly existing, and in good standing under the laws of Delaware and is qualified to do business in each state where qualification is necessary. Seller has the power and authority to execute and deliver this Agreement and to consummate the transaction contemplated hereby (with respect to such consummation, subject to the satisfaction of the conditions set forth herein). The execution and delivery of this Agreement and the consummation of the transaction contemplated hereby on Seller's part have been duly and validly authorized by the members of Seller, and no other proceedings on the part of Seller are necessary to authorize the execution and delivery of, or the performance of Seller's obligations under this Agreement, or to consummate the transactions contemplated hereby (with respect to such consummation, subject to the satisfaction of the conditions set forth herein). This Agreement has been duly and validly executed and delivered by Seller. This Agreement constitutes 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.

3.2 No Defaults. The execution, delivery, and performance of this Agreement by Seller and the consummation of the transactions contemplated hereby do not and will not (a) constitute a violation of, or conflict with, Seller's organizational documents; (b) violate any statute, regulation, order, injunction, or decree of any federal, state, or local governmental authority or agency which is applicable to Seller or any of the Station Assets; (c) result in the creation or imposition of any Lien, charge, or encumbrance of any nature whatsoever upon any

of the Station Assets, other than Permitted Liens or the Liens arising in favor of Buyer from this Agreement; or (d) require the consent or approval of any governmental authority other than the FCC Consent, except as otherwise noted in Schedule 3.2 hereto.

3.3 Real Property and Tangible Personal Property. Seller does not own any real property used or held for use exclusively in the operation of the Station. Schedule 1.1(c) sets forth all of the real estate leases used or held for use exclusively in the operation of the Station (the “Real Estate Leases”). Each of the Real Estate Leases is in effect and binding upon Seller and, to Seller’s knowledge, the other parties thereto. Seller is not in material default under the Real Estate Leases, and to Seller’s knowledge, no other party to any of the Real Estate Leases is in default thereunder in any material respect. Seller owns and has, and will have on the Closing Date, good and marketable title or a valid leasehold interest to the Tangible Personal Property. Except as set forth on Schedule 1.1(b), the material items of Tangible Personal Property required to operate the Station, in the aggregate, are in reasonable working order giving effect to age and usage.

3.4 FCC Authorizations and Other Licenses. Schedule 1.1(a) hereto contains a true and complete list of the FCC Authorizations and the Licenses. The FCC Authorizations and the Licenses are in full force and effect and have not been revoked, suspended, cancelled, rescinded or materially and adversely modified. The FCC Authorizations are not subject to any restrictions or conditions that would limit in any material respect the operations of the Station as currently conducted, other than (a) as may be set forth on the face of such FCC Authorizations or (b) as may be applicable to substantial segments of the radio broadcasting industry. Seller is operating the Station in compliance in all material respects with the FCC Authorizations, the Communications Act of 1934, as amended, and all regulations and published policies of the FCC (the “Communications Laws”). There is not now pending, or, to Seller’s knowledge, threatened, any action by or before the FCC to revoke, cancel, rescind, modify, or refuse to renew any of the FCC Authorizations. All material reports and filings required to be filed with the FCC by Seller with respect to the operation of the Station have been filed, and all such reports and filings are substantially accurate and complete in all material respects. Seller maintains a public inspection file for the Station and, as of the date of filing of the Assignment Application, such files substantially comply with the Communications Laws in all material respects.

3.5 Employees; Employee Benefits.

(a) **Employees.**

(i) Except as set forth on Schedule 3.5(a)(i), (A) Seller has complied in all material respects with all labor and employment laws, rules and regulations applicable to the Station’s business, including without limitation those which relate to prices, wages, hours, discrimination in employment and collective bargaining, (B) there is no unfair labor practice charge or complaint against Seller in respect of the Station’s 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 Station’s business, and (C) Seller is not party to any collective bargaining, union or similar agreement with respect to the employees of Seller at

the Station, and to Seller's knowledge, no union represents or claims to represent or is attempting to organize such employees.

(ii) Schedule 3.5(a)(ii) sets forth a complete and accurate list of the name and title of each Seller "Designated Employee" as defined in Section 7.1 as of the date of this Agreement, together with such employee's salary, work status (i.e., full-time, part-time, temporary, etc.), and beginning date of employment. Each such Designated Employee has been or will have been paid all wages, income and any other sum due and owing to them by Seller as of the end of the most recent completed pay period, including, but not limited to, annual and/or periodic bonuses that may be earned by such Seller Designated Employee for all measurement periods which ended on or prior to the LMA Date.

(b) **Employee Benefits.**

(i) Schedule 3.5(b)(i) sets forth a correct and complete list of: (A) all material "employee benefit plans" (as defined in Section 3(3) of ERISA (defined below)), including, but not limited to, any retirement, pension, deferred compensation, severance, profit sharing, savings, group health, dental, life insurance, disability or cafeteria plan, policy or arrangement and (B) all employment agreements, or bonus or other incentive compensation, stock purchase, equity or equity-based compensation, deferred compensation, change in control and severance plans, policies, agreements or arrangements maintained or contributed to or required to be maintained or contributed to by Seller or any of its affiliates for the benefit of any current or former Seller employee employed or previously employed by the Station or with respect to which Seller or any of its affiliates has any obligation or liability, contingent or otherwise, for current or former employees of the Station (collectively, the "Employee Benefit Plans"). Schedule 3.5(b)(i) separately sets forth each Employee Benefit Plan which is subject to Title IV of ERISA or is a "multiemployer plan," as defined in Section 3(37) of ERISA (a "Multiemployer Plan"), or is or has been subject to Sections 4063 or 4064 of ERISA.

(ii) To the knowledge of Seller, the Employee Benefit Plans have been maintained, in all material respects, in accordance with their terms and with all applicable provisions of ERISA, the Code (defined below) and other applicable laws. Except as set forth on Schedule 3.5(b)(ii), Seller has, and after the Employment Commencement Time (defined below) Buyer will have, no obligation to make any contribution or other payment to any Multiemployer Plan set forth on Schedule 3.5(b)(i).

(iii) Except as set forth on Schedule 3.5(b)(iii) or as expressly contemplated by this Agreement, none of the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby (alone or in conjunction with any other event, including any termination of employment on or following the Closing) will entitle any current or former employee of Seller to any compensation or benefits, accelerate the time of payment or vesting, or trigger any payment or funding or forgiveness of indebtedness of any compensation or benefits or trigger any other material obligation under any Employee Benefit Plan or employee benefit agreement for which Buyer would be liable or otherwise obligated to pay.

3.6 Intangible Property. Schedule 1.1(d) contains a description of the call letters of the Station and all other material items of Intangible Property owned by Seller that is included in the Station Assets. Except as set forth on Schedule 1.1(d), (i) to Seller's knowledge, Seller's use of the Intangible Property does not infringe upon any third party rights in any material respect, (ii) no material Intangible Property is the subject of any pending, or, to Seller's knowledge, threatened legal proceedings claiming infringement or unauthorized use, and (iii) since January 1, 2017, Seller has not received any written notice that its use of any Intangible Property is unauthorized or infringes upon the rights of any other person.

3.7 Insurance. All of the material Station Assets that are insurable are insured against loss, injury, or damage consistent with Seller's practices for other stations.

3.8 Litigation. Except as set forth in Schedule 3.8, (a) Seller is not subject to any order, writ, injunction, judgment, or decree having a binding effect and affecting the Station or which restrains or enjoins, or purports to restrain or enjoin, or could reasonably be expected to restrain or enjoin, the transaction contemplated hereby, and to Seller's knowledge no such proceeding is pending; and (b) to Seller's knowledge, there is no material litigation pending by or against, or threatened against, Seller which could materially and adversely affect the Station.

3.9 Assumed Contracts. Each of the Assumed Contracts is in effect and is binding upon 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). Seller has performed in all material respects all of its obligations pursuant to each of the Assumed Contracts and is not in material default or breach of any such agreements. Seller has not received written notice from any party to any Assumed Contract that such party contends that Seller is in material default or breach under any Assumed Contract. To Seller's knowledge, there has not been, and is not, any material default or breach under any Assumed Contract by the other party to any Assumed Contract. Each Assumed Contract requiring the consent of a third party to assignment is identified with an asterisk on Schedule 1.1(c).

3.10 Financial Statements; Intercompany Accounts. Seller has provided to Buyer copies of its statements of operations for the Station ("Statements") for the years ended 2015, 2016, 2017 and 2018. The information included in these Statements is included in the overall audited financial statements of Seller and its affiliates, but such Statements, including the relevant adjustments identified in the due diligence materials, are not separately audited. Such Statements present fairly in all material respects the results of operations of the Station as operated by Seller for the respective periods covered thereby. To Seller's knowledge, there are no intercompany payables due to the Station related to airtime that may have been sold by Seller or its affiliates for the benefit of the Station.

3.11 Brokers. Except for Moelis & Company, which represents Seller and whose broker fees with respect to the Station will be paid by Seller, there is no broker or finder or other person who, as a result of any agreement, understanding, or action, would have any valid claim for a commission or a brokerage fee in connection with the sale of the Station pursuant to this Agreement.

ARTICLE 4: REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer makes the following representations and warranties to Seller:

4.1 Organization and Standing. Buyer is a limited liability company and is qualified to do business in the state in which the Station is located, and has the requisite power and authority to own, lease and operate its properties and to carry on its business as now being conducted.

4.2 Authorization. Buyer has the power and authority to execute and deliver this Agreement, and to consummate the transaction contemplated hereby. Buyer's performance under this Agreement does not contravene its organizational documents or breach any contractual obligation. Buyer has the power to carry on its business as is now conducted and as proposed to be conducted. The execution and delivery of this Agreement and the consummation of the transaction contemplated hereby have been duly and validly authorized by Buyer, and no other proceedings on the part of Buyer are necessary to authorize the execution and delivery of, or the performance of, Buyer's obligations under this Agreement, or to consummate the transaction contemplated hereby (with respect to such consummation, subject to the satisfaction of the conditions set forth herein). This Agreement has been duly and validly executed and delivered by Buyer. This Agreement constitutes the legal, valid, and binding agreement 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.

4.3 No Defaults. The execution, delivery, and performance of this Agreement by Buyer will not (a) conflict with or result in any breach of any provision of the articles of organization, operating agreement, or other similar organizational documents of Buyer; (b) result in a default (or give rise to any right of termination, cancellation, or acceleration) under, or conflict with, any of the terms, conditions, or provisions of any note, bond, mortgage, indenture, agreement, lease, or other instrument or obligation relating to Buyer or its business, except for such defaults (or rights of termination, cancellation, or acceleration) or conflicts as to which requisite waivers or consents have been obtained and delivered to Seller; (c) violate any statute, regulation, order, injunction, or decree of any federal, state, or local governmental authority or agency which is applicable to Buyer; or (d) require the consent or approval of any governmental authority, lending institution, or other third party other than the FCC Consent.

4.4 Buyer's Qualification. Buyer is legally, financially, and technically qualified to acquire and to become the FCC licensee of the Station and to perform its obligations under this Agreement. There are no facts known to Buyer which, under Communications Laws, would reasonably be expected to (a) disqualify Buyer from becoming the holder of the FCC Authorizations, or (b) disqualify Buyer from consummating the transactions contemplated hereby. Buyer has sufficient funds available to pay the Purchase Price.

4.5 Litigation. Buyer is not subject to any order, writ, injunction, judgment, arbitration, decision, or decree having a binding effect and affecting the business of Buyer or which restrains or enjoins, or purports to restrain or enjoin, or could reasonably be expected to restrain or enjoin, the transaction contemplated hereby, and no such proceeding is pending.

There is no material litigation pending by or against, or, to the knowledge of Buyer, threatened against Buyer that would prevent or materially impede the consummation by Buyer of the transaction contemplated by this Agreement.

4.6 Brokers. 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 5: COVENANTS OF SELLER

Seller covenants and agrees with Buyer that:

5.1 Station Documents. The records, files and other documents kept in connection with the Station shall be maintained by Seller in the usual and ordinary manner consistent with past practices.

5.2 Operation of Station. Subject to the LMA, Seller shall continue to operate and maintain the Station in the ordinary course in accordance all material respects with the terms of the FCC Authorizations and in material compliance with all applicable laws, including Communications Laws. Seller shall use its commercially reasonable efforts to maintain the FCC Authorizations in full force and effect and shall timely file and prosecute any renewal applications or other submissions to the FCC. Seller promptly will deliver to Buyer (a) after filing, copies of any material reports, applications, or responses to the FCC in connection with the Station filed after the Effective Date and (b) copies of any material communications from the FCC, or directed to the FCC by a third party, in connection with the Station that are received by Seller or of which Seller becomes aware after the Effective Date.

5.3 Insurance. Seller shall maintain in full force and effect through the Closing Date property damage, liability, and other insurance with respect to the Station Assets consistent with insurance maintained for other stations owned by Seller.

5.4 Disposition of Assets. Seller shall not, without the prior written consent of Buyer, sell, lease, or transfer, or agree to sell, lease, or transfer, any of the material Station Assets without replacement thereof with an asset of equivalent kind, condition, and value, nor create any new Lien on the Station Assets other than Permitted Liens and Liens arising pursuant to, and in accordance with, the terms of this Agreement.

5.5 Consummation of Agreement. Seller shall use all commercially reasonable efforts to fulfill and perform all conditions and obligations on its part to be fulfilled and performed under this Agreement, and to cause the transaction contemplated by this Agreement to be fully carried out.

5.6 Access to Information; Inspections. Between the hereof and the Closing Date, Seller shall furnish Buyer and its representatives with such information relating to the Station as Buyer may reasonably request, at Buyer's expense.

ARTICLE 6: COVENANTS OF BUYER

Buyer covenants and agrees with Seller that:

6.1 Consummation of Agreement. Buyer shall use all commercially reasonable efforts to fulfill and perform all conditions and obligations on its part to be fulfilled and performed under this Agreement, and to cause the transaction contemplated by this Agreement to be fully carried out. Buyer shall deliver to Seller any reasonable documentation as may be requested by Seller prior to the Closing Date to demonstrate its financial commitments and ability to consummate the transaction and pay the Purchase Price on the Closing Date.

ARTICLE 7: JOINT COVENANTS

Seller and Buyer covenant and agree with one another that:

7.1 Employees. With respect to the Station:

(a) Seller has provided Buyer a list of Seller's employees whose duties relate to the Station (the "Designated Employees"). As of the LMA Date, Buyer shall (i) assume all agreements, if any, identified by Seller as "Employment Agreements" for those Designated Employees hired by Buyer and (ii) offer Comparable Employment to each Designated Employee. "Comparable Employment" means employment with no reduction in base salary (or annualized monthly draw or guarantee amounts, as applicable), change in the amount of scheduled hours, or requirement of a geographic relocation for one hundred eighty (180) days from the Closing, consistent with the terms of any applicable Employment Agreements. Within five (5) business days after the Employment Commencement Time, Buyer shall give Seller written notice identifying all Designated Employees who were offered Comparable Employment with Buyer but did not accept such offers. Seller shall be responsible for any severance-related liabilities or payments owed to (i) its employees who are not Designated Employees, or (ii) Designated Employees who are not parties to Employment Agreements and who are offered, but do not accept, Comparable Employment by Buyer, if any. Buyer shall be responsible for or shall reimburse Seller for, as applicable, any severance-related liability or payments that are owed (A) to Designated Employees who are hired by Buyer and are then terminated by Buyer in accordance with Buyer's severance policy and (B) Designated Employees who are parties to Employment Agreements who are offered but do not accept Comparable Employment by Buyer. Seller shall be responsible for any bonuses earned and payable to employees of the Station related to services rendered prior to the Employment Commencement Time (for the avoidance of doubt, this shall include any bonuses payable after the Employment Commencement Time which are attributable to services rendered prior to the Employment Commencement Time). To enable the payment of any such bonuses to Transferred Employees (as defined in Section 7.1(b) below), following the Employment Commencement Time, Buyer shall process through payroll and pay over to the Transferred Employees any bonus amounts forwarded to Buyer by Seller in accordance with Seller's instructions. Seller shall reimburse Buyer, or Buyer may offset from any amounts owed to Seller, for its reasonable and necessary costs incurred in complying with the previous sentence, including without limitation any payroll tax obligations.

(b) As used herein, “Transferred Employees” means employees of the Station, as applicable, hired by Buyer and “Employment Commencement Time” means the 12:01 a.m. Pacific time on the LMA Date. Subject to Section 7.1(c)(ii), with respect to the Transferred Employees, Seller or the applicable insurer of Seller shall be responsible for: (i) claims for medical and dental benefits, disability benefits, life insurance benefits and workers compensation that are incurred prior to the end of the first month after the Employment Commencement Time and (ii) claims related to “COBRA” coverage attributable to “qualifying events” occurring at or prior to the end of the first month after the Employment Commencement Time, in each case with respect to any Transferred Employee and beneficiaries and dependents. Subject to Section 7.1(c)(ii), with respect to Transferred Employees, Buyer or the applicable insurer of Buyer shall be responsible for: (i) claims for medical and dental benefits, disability benefits, life insurance benefits and workers compensation that are incurred at the beginning of the first month after the Employment Commencement Time and (ii) claims related to “COBRA” coverage attributable to “qualifying events” occurring at the beginning of the first month after the Employment Commencement Time, in each case with respect to any Transferred Employee and beneficiaries and dependents. For purposes of the foregoing, a medical/dental claim shall be considered incurred when the medical services are rendered or medical supplies are provided, and not when the condition arose. A life insurance or workers compensation claim shall be considered incurred prior to a particular date if the injury or condition giving rise to the claim occurs prior to such date. A disability claim shall be deemed to be incurred when the employee is declared disabled under the terms of the applicable disability plan. Subject to applicable law, Seller shall reasonably cooperate with Buyer’s requests for information about Seller’s benefit plans, including providing information about “COBRA” rates and historical claims where such information is reasonably available. Seller shall use commercially reasonable efforts to provide such information, subject to applicable law, within ten (10) business days of the date of this Agreement. For the avoidance of doubt, if the Employment Commencement Time is at the beginning of a calendar month, coverage for Transferred Employees on Buyer’s benefit plans shall be effective as of the Employment Commencement Time.

(c) Subject to the requirements of Buyer’s plan and plan administrator: (i) Buyer shall cause all Transferred Employees to be eligible to participate in its “employee welfare benefit plans” (as defined in Section 3(1) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”)) and its “defined contribution plans” (as defined in Section 414(i) of the Internal Revenue Code of 1986, as amended (the “Code”)) to the extent Buyer’s similarly-situated employees are generally eligible to participate; (ii) all Transferred Employees and their spouses and dependents shall be eligible for coverage under any employee welfare benefit plan that is a group health plan at the beginning of the first month that is immediately after the Employment Commencement Time (and shall not be excluded from coverage under any employee welfare benefit plan that is a group health plan on account of any pre-existing condition, subject to the terms and conditions of Buyer’s group health and welfare and defined contribution plan documents); (iii) for purposes of any length of service requirements, waiting periods or differential benefits based on length of service (but not for purposes of vesting) in any such employee welfare benefit plans (including any severance plans or policies) and defined contribution plans for which Transferred Employees may be eligible after the Employment Commencement Time, Buyer shall ensure, to the extent permitted by applicable law (including ERISA and the Code), that service credited to the Transferred Employees by Seller shall be

deemed to be service with Buyer; (iv) Buyer shall cause its defined contribution plans to accept rollover contributions from the Transferred Employees of any account balances distributed to them by Seller's 401(k) plan or any 401(k) plan of Seller's affiliates; and (v) Buyer shall allow the entire balance of any such Transferred Employee's outstanding plan loan to be rolled into Buyer's defined contribution plans as soon as administratively feasible after the Employment Commencement Time, with any payments due prior to such implementation date to be postponed without penalty, all subject to applicable law and/or Buyer's plans. The distribution and rollover described herein shall comply with applicable law, and each party shall make all filings and take any actions required of such party by applicable law in connection therewith. Buyer also shall ensure, to the extent permitted by applicable law (including ERISA and the Code) and/or Buyer's plans, that Transferred Employees receive credit under any welfare benefit plan of Buyer for any deductibles or co-payments paid by Transferred Employees and their spouses and dependents for the current plan year under a plan maintained by Seller.

(d) Notwithstanding any other provision contained herein, Buyer shall grant credit for up to a maximum of five (5) days of unused sick leave accrued by Transferred Employees on the basis of their service as employees of Seller. There shall be no proration for any such assumed sick leave.

(e) Buyer will assume the obligation to provide vacation days of Transferred Employees that are accrued and unpaid. If required under applicable law, then the transfer and assumption of such accrued leave is subject to employee consent.

(f) Except as prohibited by applicable law, after the applicable Employment Commencement Time, Seller shall deliver to Buyer originals or copies of all personnel files and records (excluding medical and benefit plan records) related to the Transferred Employees, and Seller shall have reasonable continuing access to such files and records thereafter with respect to the period prior to the Employment Commencement Time.

(g) Between the date of this Agreement and the date that is one (1) year after the Closing, neither Party, shall, without the prior written consent of the other Party, solicit for hire any of the other Party's (or its affiliates') employees (i) in the case of Buyer, who provide services to the Station, and (ii) in the case of Seller, who provides services to the operations of Seller or any affiliate of Seller in the Los Angeles market (including, without limitation, the employees of Westwood One, Inc.). Notwithstanding the foregoing, the restrictions set forth in this Section 7.1(g) shall not prohibit general solicitations not directed at such employees or the use of employee recruiting or search firms (provided that such employee recruiting or search firms do not direct their activities at such employees), the hiring of any such employee that has been terminated by Seller or Buyer, as the case may be, or the hiring of any such employee that does not result from a breach of this Section 7.1.

7.2 Accounts Receivable.

(a) Beginning on the LMA Date (the "Collection Date"), Buyer will act as agent for Seller solely for the purpose of collecting all accounts receivable and any other rights to payment of cash consideration for goods or services sold or provided prior to the LMA Date, or otherwise arising during or attributable to any period prior to the LMA Date (the "A/R")

belonging to Seller. Seller shall deliver to Buyer a statement of the outstanding A/R to be collected by Buyer, and Buyer shall use commercially reasonable efforts to collect the designated A/R during the period (the "Collection Period") beginning on the Collection Date and ending on the one hundred fiftieth (150th) day following the Collection Date consistent with Buyer's practices for collection of its accounts receivable; *provided, however*, that Buyer shall direct customers to pay the A/R to Buyer's lockbox; and, *provided, further*, that Buyer shall be under no obligation to commence litigation or legal action to effect collection. Buyer shall obtain the prior written approval of Seller before referring any of the A/R to a collection agency or to an attorney for collection.

(b) Any payment received by Buyer during the Collection Period or thereafter from a customer after the Collection Date that was also a customer prior to the Collection Date and that is obligated with respect to any A/R shall be applied as follows: first, to the accounts receivable that is specified by the customer on the payment (if any), and next, to the accounts receivable for such customer outstanding for the longest amount of time. If such accounts receivable shall be an A/R, the payment shall be remitted to Seller in accordance with Section 7.2(c); *provided, however*, that if, Seller or Buyer receives a written notice of dispute from a customer with respect to an A/R that has not been resolved, then Buyer shall apply any payments from such customer first, to the accounts receivable that is specified by the customer on the payment (if any), and next, to such customer's oldest, non-disputed accounts receivable, whether or not an A/R.

(c) On or before the tenth (10th) business day following the end of a calendar month during the Collection Period, Buyer shall (without offset other than any commissions owed to Transferred Employees relating to such A/R) deposit into an account identified by Seller the amounts collected by Buyer with respect to the A/R in immediately available funds by wire transfer. Buyer shall furnish Seller with a list of the amounts collected with respect to the A/R (which list shall be sent concurrently with the payment), and shall provide Seller with a written reconciliation of A/R collections on a monthly basis during the Collection Period. Seller shall be entitled during the Collection Period and the 60-day period following the Collection Period to inspect and/or audit the records maintained by Buyer pursuant to this Section 7.2, upon reasonable advance notice and during normal business hours.

(d) Following the expiration of the Collection Period, Buyer shall have no further obligations under this Section 7.2, except that Buyer shall promptly pay over to Seller any amounts subsequently paid to it with respect to any accounts receivable determined to be an A/R in accordance with Section 7.2(b) and Buyer shall provide access to its records as provided in Section 7.2(c). Following the Collection Period, Seller may pursue collection of all the A/R, and Buyer shall deliver to Seller all files, records, notes and any other materials relating to the A/R and shall otherwise cooperate with Seller for the purpose of collecting any outstanding A/R.

(e) Seller acknowledges that Buyer will maintain all established cash management lockbox arrangements in place at the Collection Date for remittance until such time as Buyer deems appropriate to close such lockboxes. Seller shall, within ten (10) business days of the end of the calendar month in which any of Buyer's receivables are received by Seller, (i) remit to Buyer such receivable collections and (ii) furnish Buyer with a list of the amounts collected during such calendar month, identified by invoice number or receivable.

(f) After the Collection Date, if either party receives payment on an account receivable belonging to the other party, then such payment shall be promptly remitted to the other party. If either party fails to remit any amounts collected pursuant to this Section 7.2, such amount shall bear interest at the prime rate (as reported by The Wall Street Journal or, if not reported thereby, by another authoritative source) as in effect from time to time from the date such amount was due until the date of actual payment.

7.3 Consents to Assumed Contracts.

(a) The Parties shall use commercially reasonable efforts to obtain (i) the allocation of any shared contract and (ii) any third party consents necessary for the assignment of any Assumed Contract (which shall not require any payment to any such third party), but no such allocations or consents are conditions to Closing.

(b) Notwithstanding anything in this Agreement to the contrary, to the extent that any Assumed 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 to this Agreement shall not constitute an assignment thereof; *provided, however*, with respect to each such contract, the parties shall cooperate to the extent feasible in effecting a lawful and commercially reasonable arrangement under which Buyer shall receive the benefits thereunder from and after Closing, and to the extent of the benefits received, Buyer shall pay and perform the Seller's arising thereunder from and after Closing in accordance with its terms.

ARTICLE 8: CONDITIONS TO THE OBLIGATIONS OF SELLER

With respect to the transaction contemplated under this Agreement, the obligations of Seller to consummate hereunder are subject to the fulfillment of the following conditions prior to or on the Closing Date, unless waived in writing by Seller.

8.1 Representations, Warranties and Covenants.

(a) Each of the representations and warranties of Buyer contained in this Agreement shall be true and correct in all material respects as of the Closing Date.

(b) Buyer shall have performed and complied in all material respects with each and every covenant and agreement required by this Agreement in connection with the Station to be performed or complied with by it prior to or on the Closing Date.

8.2 Proceedings. Neither Seller nor Buyer is subject to any restraining order or injunction (or similar action) that restrains or prohibits the consummation of the transaction contemplated hereby.

8.3 Initial Order. The Initial Order shall have been granted.

8.4 Deliveries. Buyer has complied with each and every one of its obligations set forth in Section 10.2.

ARTICLE 9: CONDITIONS TO THE OBLIGATIONS OF BUYER

With respect to the transaction contemplated under this Agreement, the obligations of Buyer to consummate hereunder are subject to the fulfillment of the following conditions prior to or on the Closing Date, unless waiver by Seller in writing.

9.1 Representations, Warranties and Covenants.

(a) Each of the representations and warranties of Seller contained in this Agreement shall be true and correct in all material respects as of the Closing Date.

(b) Seller shall have performed and complied in all material respects with each and every covenant and agreement required by this Agreement to be performed or complied with by it prior to or on the Closing Date.

9.2 Proceedings. Neither Seller nor Buyer is subject to any restraining order or injunction (or similar action) that restrains or prohibits the consummation of the transaction contemplated hereby.

9.3 Initial Order. The Initial Order shall have been granted.

9.4 Deliveries. Seller has complied with each and every one of the obligations set forth in Section 10.1.

9.5 Liens. Duly executed UCC releases or other similar documents or instruments required to transfer the Station Assets free and clear of Liens (other than Permitted Liens) shall have been delivered by Seller.

ARTICLE 10: ITEMS TO BE DELIVERED AT CLOSING

10.1 Deliveries by Seller. At Closing, Seller shall deliver to Buyer, duly executed by Seller or such other signatory as may be required by the nature of the document, the following:

(a) a certificate for Seller, dated as of the Closing Date, executed by an officer of Seller, certifying on behalf of Seller that the closing conditions specified in Section 9.1 have been satisfied;

(b) a good standing certificate issued by Seller's jurisdiction of formation;

(c) a bill of sale sufficient to sell, convey, transfer and assign the Station Assets (other than the FCC Authorizations and Assumed Contracts) to Buyer free and clear of any Liens (other than Permitted Liens), in a form reasonably acceptable to Buyer (the "Bill of Sale");

(d) an Assignment and Assumption of Assumed Contracts sufficient to sell, convey, transfer and assign the Assumed Contracts to Buyer free and clear of any Liens (other than Permitted Liens), in a form reasonably acceptable to Buyer (the "Assignment and Assumption of Assumed Contracts");

(e) a joint notice to the Escrow Agent requesting delivery of the Escrow Deposit to Seller;

(f) an assignment of any registered intellectual property included in the Station Assets;

(g) an Assignment and Assumption of FCC Authorizations sufficient to assign the FCC Authorizations applicable to the Station (including the Stations' call letters) and other licenses which are included in the Stations Assets to Buyer, in a form reasonably acceptable to Buyer (the "Assignment and Assumption of FCC Authorizations");

(h) executed releases, in suitable form for filing and otherwise in form and substance reasonably satisfactory to Buyer, of any security interests granted in the Station Assets as security for payment of loans and other obligations and of any other Liens (other than Permitted Liens); and

(i) the Unwind Agreement, duly executed by Seller.

10.2 Deliveries by Buyer. At Closing, Buyer shall deliver to Seller, duly executed by Buyer or such other signatory as may be required by the nature of the document:

(a) a certificate for Buyer, dated as of the Closing Date, executed by an officer or other authorized representative of Buyer, certifying on behalf of Buyer that the closing conditions specified in Section 8.1 have been satisfied;

(b) the payment of the Purchase Price by wire transfer, including an execution of a joint notice to the Escrow Agent requesting delivery of the Escrow Deposit to Seller;

(c) a good standing certificate issued by Buyer's jurisdiction of formation;

(d) the Bill of Sale;

(e) the Assignment and Assumption of Assumed Contracts;

(f) the Assignment and Assumption of FCC Authorizations; and

(g) the Unwind Agreement, duly executed by Buyer.

ARTICLE 11: SURVIVAL AND INDEMNITY

The rights and obligations of Buyer and Seller under this Agreement shall be subject to the following terms and conditions:

11.1 Survival of Covenants, Representations, and Warranties. Except as stated below, the representations and warranties of Buyer and Seller contained in this Agreement shall survive Closing for twelve (12) months from the Closing Date. The covenants and agreements in this Agreement to be performed after Closing shall survive Closing until performed. All other covenants shall expire at Closing. Neither Seller nor Buyer shall have any liability whatsoever

with respect to any representation, or warranty unless an action at law or in equity is commenced prior to expiration of the 12-month survival period for such representation or warranty.

11.2 General Agreement to Indemnify.

(a) After Closing, Seller on the one hand, and Buyer on the other hand, shall indemnify, defend and hold harmless each other and any employee, representative, agent, director, officer, affiliate or permitted assign of each other (each, an “Indemnified Party”) from and against any and all claims, claims, actions, suits, proceedings, liabilities, obligations, losses and damages, amounts paid in settlement, interest, costs and expenses (including reasonable attorneys’ fees, court costs and other out-of-pocket expenses incurred in investigating, preparing or defending the foregoing) (collectively, “Losses”) asserted against, incurred or suffered by any Indemnified Party as a result of, arising out of, or relating to: (i) the failure of any representation or warranty of the Indemnifying Party made in the Agreement to have been true and correct as of the Closing Date as though such representation or warranty were made at and as of the Closing Date, or (ii) the breach by the Indemnifying Party of any covenant of such Party contained in this Agreement to be performed after Closing. The term “Losses” is expressly limited to such Party’s actual out-of-pocket costs and expenses and does not and shall not include special, indirect, incidental, consequential or punitive or exemplary damages, diminution in value, or any damages based in any type of multiple of profits, earnings or cash flow, unless paid in satisfaction of a Third Party Claim (defined below).

(b) After Closing, Seller further agrees to indemnify and hold harmless Buyer and any other Indemnified Party of Buyer from and against any Losses asserted against, incurred or suffered by Buyer or any other Indemnified Party of Buyer arising out of, resulting from, or relating to the Retained Obligations.

(c) After Closing, Buyer further agrees to indemnify and hold harmless Seller and any other Indemnified Party of Seller from and against any Losses asserted against, incurred or suffered by Seller or any other Indemnified Party of Seller arising out of, resulting from, or relating to the Assumed Liabilities or the operations of the Station and the Station Assets from and after Closing.

11.3 General Procedures for Indemnification.

(a) The Indemnified Party seeking indemnification under this Agreement shall promptly notify in writing the Party or Parties from whom indemnification is sought (the “Indemnifying Party”) of the assertion and basis of any claim, or the commencement and basis of any action, suit or proceeding by any third party in respect of which indemnity may be sought hereunder (a “Third Party Claim”) and will give the Indemnifying Party such information with respect thereto as the Indemnifying Party may reasonably request, but failure to give such notice shall not relieve the Indemnifying Party of any liability hereunder (except to the extent the Indemnifying Party has suffered prejudice by such failure). The Indemnifying Party shall have the right, but not the obligation, exercisable by written notice to the Indemnified Party within thirty (30) days of receipt of notice from the Indemnified Party of the commencement of a Third Party Claim, to assume the defense and control the settlement of such Third Party Claim that involves (and continues to involve) solely money damages. Failure by the Indemnifying Party to

so notify the Indemnified Party shall be deemed a waiver by the Indemnifying Party of its right to assume the defense of such claim.

(b) Whether or not the Indemnifying Party chooses to defend or prosecute any Third Party Claim, the Parties hereto shall cooperate in the defense or prosecution thereof and shall furnish such records, information and testimony, and attend such conferences, discovery proceedings, hearings, trials and appeals, as may be reasonably requested in connection therewith.

(c) The Indemnifying Party or the Indemnified Party, as the case may be, shall have the right to participate in (but not control), at its own expense, the defense of any Third Party Claim that the other is defending, as provided in this Agreement.

(d) The Indemnifying Party, if it has assumed the defense of any Third Party Claim as provided in this Agreement, shall not consent to, or enter into, any compromise or settlement of, or consent to the entry of any judgment arising from, any such Third Party Claim, which compromise, settlement, or judgment (i) commits the Indemnified Party to take, or to forbear to take, any action or (ii) does not provide for a complete release by such third party of the Indemnified Party, without the Indemnified Party's prior written consent. If the conditions set forth herein are met but the Indemnified Party refuses to settle any Third Party Claim, the Indemnifying Party may tender the settlement amount and be relieved of further liability.

(e) The Indemnifying Party shall not be entitled to require that any action be brought against any other person before action is brought against it hereunder by the Indemnified Party, but shall be subrogated to any right of action to the extent that it has paid or successfully defended against any Third Party Claim.

11.4 Limitations. Neither Party shall be required to indemnify the other Party for any Losses under this Article 11 unless written notice of a claim under this Article 11 was received by an Indemnifying Party before the end of the survival period for such claim as set forth in Section 11.1. In addition, neither Party shall be required to indemnify the other Party for any Losses under Section 11.2(a)(i) until the aggregate claim for Losses exceeds \$250,000, after which the Indemnified Party shall be entitled to recover for all Losses in excess of such threshold. Notwithstanding the foregoing, the maximum liability for Losses under Section 11.2(a)(i) for either Party shall not exceed \$3,225,000. In calculating the amount of Losses, such Losses shall be reduced by any recovery from any third party (including insurance proceeds) as a result of the facts or circumstances giving rise to the Losses. The limitations set forth in this Section 11.4 shall not apply to Losses arising under Sections 11.2(b) or 11.2(c).

11.5 Exclusive Remedy. Following Closing, the right to indemnification, defense, hold harmless, payment or reimbursement provided in this Article 11 will be the exclusive remedy of any Party with respect to Losses in connection with the transactions contemplated by this Agreement.

ARTICLE 12: TERMINATION

12.1 Termination. This Agreement, in whole or in part, in accordance with the terms of this Agreement, may be terminated at any time by Buyer or by Seller prior to Closing, or the applicable Closing, as set forth below:

- (a) by the mutual written consent of Buyer and Seller;
- (b) by written notice of Seller to Buyer, provided that Seller is not in breach or default of this Agreement, if Buyer (i) breaches in any material respect any of Buyer's representations or warranties provided herein; or (ii) defaults in any material respect in the performance of any of Buyer's covenants or agreements under this Agreement; and in any of which events (i)-(ii) such breach or default is not cured by Buyer within the Cure Period (as defined below), if applicable;
- (c) by written notice of Buyer to Seller, provided Buyer is not in breach or default of this Agreement, if Seller (i) breaches in any material respect any of Seller's representations or warranties provided herein; or (ii) defaults in any material respect in the performance of any of Seller's covenants or agreements under this Agreement; and in any of which events (i)-(ii) such breach or default is not cured by Seller within the Cure Period, if applicable; and
- (d) by written notice of Seller to Buyer, or Buyer to Seller (i) if Closing has not been consummated with one (1) year after the date the FCC releases public notice that the Assignment Application has been accepted for filing ("Drop Dead Date"); (ii) if, for any reason, the FCC denies or dismisses the Assignment Application and the time for reconsideration or court review under the Communications Laws with respect to such denial or dismissal has expired and there is not then pending with respect thereto a timely filed petition for reconsideration or request for review; or (iii) if, for any reason, the Assignment Application is designated for an evidentiary hearing, *provided, however*, that the right to terminate this Agreement under this subsection shall not be available to any Party whose breach of this Agreement has been the cause of, or resulted in, the failure of Closing to occur on or before such date.

12.2 Cure Period. The term "Cure Period" as used herein means a period commencing with the date that Buyer or Seller receives from the other Party written notice of breach or default hereunder and continuing until thirty (30) days thereafter; *provided, however*, that if the breach or default cannot reasonably be cured within such period but can be cured before the Drop Dead 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 Drop Dead Date. Except as set forth below, the termination of this Agreement with respect to the transaction contemplated hereunder shall not relieve the Buyer or Seller of any liability for breach or default under this Agreement prior to the date of such termination.

12.3 Liability; Right to Terminate; Deposit. A termination of this Agreement shall not relieve any Party hereto of any liability for which it otherwise would be subject. No Party that is in material breach of this Agreement shall be entitled to terminate this Agreement except

with the written consent of the other Party. For any termination of this Agreement, other than as a result of Buyer's breach of this Agreement, for the avoidance of doubt, Buyer's deposit shall be refunded to Buyer within three (3) business days of such termination.

ARTICLE 13: MISCELLANEOUS

13.1 Governing Law. The construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Delaware (exclusive of those relating to conflicts of laws). Any action at law, suit in equity or judicial proceeding arising directly, indirectly, or otherwise in connection with, out of, related to or from this Agreement, or any provision hereof, shall be litigated only in the federal or state courts of the State of Delaware. The Parties hereby consent to the personal and subject matter jurisdiction of such courts and waive any right to transfer or change the venue of any litigation between them.

13.2 Expenses; Taxes. Each Party hereto shall bear all of its expenses incurred in connection with the transaction contemplated by this Agreement, including without limitation, accounting, engineering and legal fees incurred in connection herewith; *provided, however*, that Seller and Buyer shall share equally (a) all filing fees required to be paid in connection with the Assignment Application as set forth in Section 2.1; (b) the costs of any state or local sales, use, stamp or transfer taxes and other similar taxes applicable to the transfer of the Station Assets under this Agreement, if any; and (c) the fees owed to the Escrow Agent.

13.3 Entire Agreement; Amendment; No Waiver. This Agreement, including the schedules and exhibits hereto, and together with the LMA, contains the entire agreement and understanding by and between the Parties, and no other representations, promises, agreements, or understanding, written or oral, not contained herein shall be of any force or effect. This Agreement may only be amended in a writing signed by all of the Parties. No oral agreement shall have any effect. No failure or delay in exercising any right hereunder shall be deemed or construed to be a waiver of such right, either prospectively or in the particular instance. This Agreement has been prepared by all of the Parties hereto, and no inference of ambiguity against the drafter of a document therefore applies against any Party hereto.

13.4 Confidentiality. Except for information about the Station and the Station Assets acquired by Buyer at or after Closing and except where such information is known through other lawful sources or where its disclosure is required in accordance with applicable law, including requirements of the FCC pursuant to the Assignment Application, each of Buyer and Seller shall keep confidential all non-public information obtained by it with respect to the other Party or the Station in connection with this Agreement. If the transaction contemplated herein is not consummated for any reason, Buyer and Seller shall return to each other or destroy, without retaining a copy thereof in any medium whatsoever, any schedules, documents or other written information, including all financial information, obtained from the other in connection with this Agreement and the transaction contemplated hereby.

13.5 Public Announcements.

(a) Prior to the filing of the Assignment Application, no Party shall, without the prior approval of the other Party hereto (which approval may not be unreasonably withheld), make any press release or public statement, or make any public filing concerning the transaction contemplated by this Agreement, except as and to the extent that such Party shall be so obligated by law or the requirements of any national securities exchange.

(b) Notwithstanding the foregoing, the Parties acknowledge that the rules and regulations of the FCC require that local public notice of the transaction contemplated by this Agreement be made by Seller after the Assignment Application has been filed with the FCC and that a copy of this Agreement shall be included as a material part of the Assignment Application, which will be made available for public inspection at the Station and in the FCC's records. The form and substance of the required public notices, to the extent not dictated by the Communications Laws, shall be mutually agreed upon by Seller and Buyer.

13.6 Risk of Loss. The risk of loss to any of the Station Assets on or prior to the Closing Date shall be upon Seller. Seller shall repair or replace any material Station Assets that are materially damaged or destroyed between the date hereof and Closing; *provided, however*, that in the event such repair or replacement is not completed prior to Closing, the Parties shall proceed to Closing (with Seller's representations deemed modified to take into account such condition) and Seller shall promptly repair or replace such items in all material respects after Closing. *Provided, however*, notwithstanding the foregoing, if Seller turns over possession of any Station Assets to Buyer prior to Closing for transition purposes, Buyer and not Seller shall be responsible for any damage or destruction to the Station Asset that is caused by Buyer, its employees, agents and contractors.

13.7 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, and their respective representatives, successors and assigns. Neither Seller nor Buyer may assign this Agreement or any part hereof prior to Closing without the prior written consent of the other Party and any attempted assignment without such consent shall be void; *provided, however*, Buyer shall be allowed to assign this Agreement to an affiliate without Seller's consent, which assignment shall not release Buyer of any of its obligations hereunder. In the event of any assignment of this Agreement, the assignee shall enter into a written agreement accepting joint and several liability for all obligations under this Agreement.

13.8 Specific Performance. Seller acknowledges that the Station Assets are a unique asset not readily obtainable on the open market and that, in the event that Seller fails to perform its obligation to consummate the transaction contemplated hereby, money damages alone will not be adequate to compensate Buyer for its injury. Therefore, Seller agrees and acknowledges that in the event of Seller's failure to perform its obligation to consummate the transaction contemplated hereby, in lieu of seeking damages or any other remedy, Buyer may seek specific performance of the terms of this Agreement and of Seller's obligation to consummate the transaction contemplated hereby.

13.9 Notices. All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly made

and received on the date delivered by electronic transmission, receipt confirmed, or the next business day when send for next business day delivery by a nationally recognized overnight courier service, expenses prepaid, addressed as set forth below:

If to Seller, then to:

KLOS-FM Radio Assets, LLC
3280 Peachtree Street, NW
Suite 2200
Atlanta, GA 30305
Attention: Richard S. Denning
Email: Richard.denning@cumulus.com

and to (which shall not constitute notice):

Jones Day
1420 Peachtree Street, NE
Suite 800
Atlanta, GA 30305
Attention: William Rowland, Esq.
Email: Wbrowland@jonesday.com

If to Buyer, then to:

Meruelo Media LLC
9550 Firestone Blvd., Ste. 105
Downey, CA 90241
Attention: Benjamin A. Vega, Esq.
E-mail: bvega@meruelogroup.com

Any Party may change the address to which communications are to be sent by giving notice of such change of address in conformity with the provisions of this Section 13.9 providing for the giving of notice.

13.10 Further Assurances. From time to time prior to, on and after the Closing Date, each Party hereto will execute all such instruments and take all such actions as any other Party shall reasonably request, without payment of further consideration other than any reasonable expenses that may be incurred by the other Party, in connection with carrying out and effectuating the intent and purpose of the transaction contemplated by this Agreement. The Parties shall cooperate fully with each other and with their respective counsel and accountants in connection with any steps required to be taken as part of their respective obligations under this Agreement.

13.11 Partial Invalidity. Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but in case any provision

contained herein, or its application to any particular circumstance shall, for any reason, be held to be invalid or unenforceable by a court of competent jurisdiction, such provision or such application shall be ineffective to the extent of such invalidity or unenforceability in such jurisdiction, without invalidating the remainder of such provision or any other provisions hereof, or its application in any other circumstance, unless such a construction would be unreasonable, and without invalidating such provision or its application in any other jurisdiction.

13.12 Execution in Counterparts. This Agreement may be executed by facsimile or email transmission and in counterparts, each of which shall constitute an original but together will constitute a single document.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first above written.

BUYER: **MERUELO MEDIA LLC**

By: _____
By: Alex Meruelo
Title: Manager

SELLER: **RADIO LICENSE HOLDINGS, LLC**

By: Richard J. Denny
Name: Richard J. Denny
Title: EVP

KLOS-FM RADIO ASSETS, LLC

By: Richard J. Denny
Name: Richard J. Denny
Title: EVP

EXHIBITS

Exhibit A Escrow Agreement

SCHEDULES

1.1(a) FCC Authorizations and License
1.1(b) Tangible Personal Property
1.1(c) Assumed Contracts
1.1(d) Intangible Property
1.2 Excluded Assets
3 Seller's Knowledge
3.2 Consents
3.5(a)(i) Employment Laws
3.5(b)(i) Employee Benefit Plans
3.5(b)(ii) Multiemployer Plan Obligations
3.5(b)(iii) Change of Control Payments
3.8 Litigation