

ASSET PURCHASE AGREEMENT

This **ASSET PURCHASE AGREEMENT** is entered into as of this 21st day of October, 2011, by and between **FAMILY STATIONS, INC.**, a California not-for-profit corporation ("**Seller**"), and **CBS RADIO STATIONS INC.**, a Delaware corporation ("**Buyer**").

PREMISES:

A. Seller is the licensee of and operates Radio Station WFSI(FM), Annapolis, Maryland, Fac. ID 20983 (the "**Station**"), pursuant to licenses issued by the Federal Communications Commission (the "**FCC**").

B. Seller desires to sell and Buyer wishes to buy and acquire the assets which are owned and used by Seller in the operation of the Station as described in this Agreement for the price and on the terms and conditions hereinafter set forth, subject to the prior approval of the FCC.

C. Seller and Buyer intend to enter into a Local Marketing Agreement for the Station substantially in the form of Exhibit A hereto (the "**LMA**"), pursuant to which, commencing on the LMA Commencement Date (as defined below), Buyer shall provide programming on the Station pursuant to the terms and conditions contained therein, pending the Closing of the transactions contemplated by this Agreement.

AGREEMENTS:

In consideration of the above premises and the covenants and agreements contained herein, Buyer and Seller, intending to be bound legally, agree as follows:

SECTION 1 SALE AND PURCHASE OF ASSETS

1.1 **Agreement to Sell and Buy.** Subject to the terms and conditions set forth in this Agreement, Seller shall convey and deliver to Buyer on the Closing Date, all of Seller's right, title and interest in and to the following assets, free and clear of any claims, liabilities, mortgages, liens, pledges, conditions, charges, or encumbrances of any nature whatsoever (the "**Station Assets**"):

- (a) licenses and authorizations issued by the FCC for the operation of the Station, including all Antenna Structure Registrations (the "**FCC Licenses**"), and other governmental licenses, permits and authorizations relating to and used in connection with the operation of the Station all of which are listed on **Schedule 3.4** hereto;
- (b) the tangible personal property owned and leased (to the extent of Seller's leasehold interest) by Seller listed on **Schedule 3.5** hereto (the "**Personal Property**"),

including any additions thereto or replacements thereof made between the date of this Agreement and the Closing Date in the ordinary course of business and consistent with the past practices of Seller and in accordance with the terms of this Agreement, and less any retirements or dispositions thereof made between the date of this Agreement and the Closing Date in the ordinary course of business and consistent with the past practices of Seller and in accordance with the terms of this Agreement;

- (c) the real property owned by Seller, including the Tower Interest, as listed and described on **Schedule 3.6** hereto;
- (d) the contracts and agreements listed on **Schedule 3.7** hereto together with all contracts, leases and agreements entered into by Seller between the date hereof and the Closing Date in the ordinary course of business, consistent with the past practices of Seller and in accordance with this Agreement and with respect to which Buyer specifically agrees in writing to assume at the Closing (collectively, the "**Assumed Contracts**");
- (e) all of Seller's rights, title and interest in and to the intangible property rights of Seller, which are used or useful in connection with the operations of the Station (collectively, the "**Intangible Property**") and which are described or listed on **Schedule 3.8** hereto; and
- (f) the files and records of Seller relating to the operations of the Station or the Station Assets (but excluding information relating to listener donations and pledges), all applications and filings with the FCC, technical information and engineering data, all files and records required to be maintained in accordance with the FCC public file rules, and all written Assumed Contracts.

1.2 **Excluded Assets**. Notwithstanding the foregoing or any other provision of this Agreement, the Station Assets to be conveyed to Buyer hereunder shall exclude the following:

- (a) Seller's cash on hand, utility deposits, accounts receivable attributable to the broadcast of material on the Station prior to the earlier of (A) the date that the term of the LMA commences (the "**LMA Commencement Date**") and (B) the Effective Time, and contributions and pledges from listeners, including contributions received and pledges made to Seller after the Closing Date;
- (b) all contracts, leases and agreements relating to the operations of the Station, including programming and employment contracts, other than the Assumed Contracts;
- (c) all pension, health insurance, and other employee benefit plans maintained by Seller for the benefit of the Seller's employees at the Station;

- (d) subject to Schedule 1.2(d), all of Seller's rights, title and interest in and to the call letters WFSI;
- (e) the Studio Lease; and
- (f) the internal corporate books and records of Seller pertaining to the corporate organization, existence or capitalization of Seller.

1.3 **Assumption of Liabilities and Obligations**. As of the Closing Date, Buyer shall assume, pay, discharge and perform (i) all obligations and liabilities arising out of Buyer's ownership of the Station Assets and its operation of the Station on or after the Closing Date, (ii) all obligations and liabilities of Seller under the Assumed Contracts insofar as they relate to the time period on and after the Closing Date; and (iii) all obligations and liabilities of Seller under the FCC Licenses and all other governmental licenses, franchises and authorizations transferred to Buyer insofar as they relate to the time period on or after the Closing Date. All of the foregoing liabilities and obligations assumed by Buyer under this Agreement shall be referred to herein collectively as the "**Assumed Liabilities**."

1.4 **Retained Liabilities**. Notwithstanding anything to the contrary in this Agreement, Buyer does not assume or agree to pay, satisfy, discharge or perform any liabilities, obligations or commitments of Seller of any nature whatsoever other than the Assumed Liabilities. All other obligations and liabilities shall remain and be the obligations and liabilities solely of Seller, including but not limited to (i) wages, salaries, accrued but unused vacation, and payroll taxes related to employees of the Station; (ii) all liabilities and obligations under any contract or agreement not included in the Assumed Contracts, including the Studio Lease; (iii) liabilities and obligations under the Assumed Contracts and FCC Licenses and all other governmental licenses and authorizations arising prior to or relating to the time period prior to the Closing Date; (iv) any claims or pending or future litigation or proceedings relating to the operation of the Station prior to the Closing Date; and (v) all other liabilities and obligations arising from Seller's operation of the Station prior to the Closing Date. All such liabilities, obligations and commitments of Seller described in this Section 1.4 shall be referred to herein collectively as the "**Retained Liabilities**."

SECTION 2

PURCHASE PRICE AND TERMS

2.1 **Purchase Price**. As consideration for the assignment and transfer of the Station Assets, Buyer shall deliver to Seller or, on Seller's behalf and at Seller's direction, to Durden Enterprises II, Inc., a Delaware corporation ("**Lender**"), on the Closing Date the sum of Eight Million Five Hundred Thousand Dollars (\$8,500,000) (the "**Purchase Price**"), as the same may be adjusted pursuant to Section 2.2 hereof. The Purchase Price shall be delivered by wire transfer of Federal funds to one or more accounts designated by Seller at least two (2) business days prior to the Closing Date. The portion of the Purchase Price to be delivered to the Lender shall be set forth in a

document executed by Seller and Lender and delivered to Buyer, together with written instructions from Seller directing Buyer to pay such portion of the Purchase Price directly to Lender, at least two (2) business days prior to the Closing Date.

2.2 **Proration of Income and Expenses.** Except as otherwise provided herein, all deposits, reserves and prepaid and deferred income and expenses relating to the Station Assets or the Assumed Liabilities and arising from the conduct of the business and operations of the Station shall be prorated between Buyer and Seller in accordance with generally accepted accounting principles as of 11:59 p.m., eastern time, on the date immediately preceding the Closing Date. Such proration shall include, without limitation, all ad valorem, real estate and other property taxes (but excluding taxes arising by reason of the transfer of the Station Assets as contemplated hereby which shall be paid as set forth in Section 6.2), business and license fees, music and other license fees, utility expenses, rents, lease payments and similar prepaid and deferred items. The prorations and adjustments shall be made on the Closing Date to the extent practicable, with a final adjustment and proration to be made within ninety (90) days of the Closing Date.

SECTION 3

REPRESENTATIONS AND WARRANTIES OF SELLER

As an inducement to Buyer to enter into this Agreement, Seller makes the following representations and warranties to Buyer, each of which is true and correct on the date hereof and on the Closing Date, and shall survive the Closing for the period set forth herein:

3.1 **Organization, Standing and Authority.** Seller is a corporation validly existing and in good standing under the laws of the State of California. Seller has all requisite power and authority (i) to own, lease, and use the Station Assets as presently owned, leased, and used, (ii) to conduct the business or operations of the Station as presently conducted, (iii) to execute and deliver this Agreement, related agreements and documents contemplated hereby, and (iv) to perform and comply with all of the terms, covenants and conditions to be performed and complied with by Seller hereunder and thereunder.

3.2 **Authorization and Binding Obligation.** The execution, delivery, and performance of this Agreement and all related agreements by Seller have been duly authorized by all necessary corporate action. This Agreement and all related agreements have been duly executed and delivered by Seller and constitute the legal, valid, and binding obligations of Seller, enforceable against it in accordance with their terms.

3.3 **Absence of Conflicting Agreements and Required Consents.** Subject to obtaining the FCC Consent and other third party consents that may be required to assign any of the Assumed Contracts or leases of Leased Real Property to Buyer, the execution, delivery, and performance of this Agreement, related agreements and documents contemplated hereby (with or without the giving of notice, the lapse of time, or both) (i) do not conflict with any provision of the organizing documents of Seller; (ii) do not conflict with, result in a breach of, or constitute a default under, any

applicable law, judgment, order, rule or regulation of any court or governmental unit to which Seller is a party or by which Seller is bound; (iii) except as set forth on Schedule 3.3, do not require any consent or other action by or notification to any Person under, and does 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 Seller is a party or by which Seller may be bound; and (iv) do not create any claim, liability, mortgage, lien, pledge, condition, charge, or encumbrance of any nature whatsoever upon the Station Assets.

3.4 **Governmental Licenses.** Schedule 3.4 is a true and complete list of all current FCC Licenses and other governmental licenses, permits, approvals and authorizations issued by any governmental entity to be transferred to Buyer hereunder. Seller is the authorized legal holder of such licenses which are in full force and effect for the remainder of their terms as described on Schedule 3.4, and are unimpaired by any act of Seller. None of such licenses is subject to any restriction or condition which would limit the operation of the Station as presently operated. The Station is operating in compliance in all material respects with all terms and conditions of the FCC Licenses, the rules and regulations of the FCC, and all other governmental entities with jurisdiction over the operations of the Station. The Station is licensed as a noncommercial educational station and is currently operated accordingly. Except as set forth on Schedule 3.4, there are no applications, complaints, petitions or proceedings pending or, to Seller's knowledge, threatened before the FCC or any other governmental or regulatory authority relating to the business or operations of the Station. To Seller's knowledge, all reports, forms, applications and statements required to be filed by Seller with the FCC with respect to the Station since the date Seller has operated the Station have been filed and are substantially complete and accurate. The operations of the Station and the Station Assets are in compliance in all material respects with all applicable engineering standards required to be met under applicable FCC rules, and all other applicable federal, state and local rules, regulations, requirements and policies.

3.5 **Title to and Condition of Station Assets.** Schedule 3.5 is a true and complete list of Personal Property to be transferred to Buyer hereunder. Seller has good and transferable title to each of the Station Assets that shall be transferred to Buyer pursuant to this Agreement. Except as noted on Schedule 3.5, none of the Station Assets is subject to any security interest, mortgage, pledge, lease or licensing agreement, conditional sales agreement, or other lien or encumbrance, except for liens for current taxes, to the extent applicable and other governmental charges not yet due and payable. The Personal Property is available for immediate use in the business or operations of the Station and such Personal Property as is currently in actual use in the operations of the Station has been maintained by Seller in good operating condition and repair (ordinary wear and tear excepted), and will permit the Station to operate in all material respects as it is now being operated. All material items of transmitting and studio/office equipment included in the Personal Property have been maintained in a manner consistent with generally accepted standards of good engineering practice, and will permit the Station to operate in compliance with the terms of the FCC Licenses and the rules and regulations of the FCC in all material respects.

3.6 **Real Property.**

- (a) **Schedule 3.6** contains a complete and accurate description of all real property owned by Seller (the “**Owned Real Property**”) and all real property leased, licensed or otherwise occupied by Seller (the “**Leased Real Property**”) that is used in the operations of the Station and, subject to Section 1, are to be assigned and transferred to Buyer pursuant to this Agreement (together the Leased Real Property and Owned Real Property shall be the “**Real Property**”). Seller has provided to Buyer true and complete copies of the leases, licenses and other occupancy agreements relating to the Leased Real Property and all amendments and modifications thereto (collectively, the “**Leases**”) and has provided to Buyer the last deed of record for the Owned Real Property. Seller has good, marketable and insurable fee simple title to the Owned Real Property and valid leasehold title to the Leased Real Property in each case (except as noted on Schedule 3.6) free and clear of all claims, liabilities, mortgages, liens, pledges, conditions, charges, or encumbrances of any nature whatsoever. Except as set forth on Schedule 3.6 and except for Seller, there are no parties in possession of any of the Owned Real Property as lessees, subtenants, licensees or tenants at will. Except as set forth on Schedule 3.6, Seller has not granted to any party an option or right of first refusal to purchase all or any portion of the Owned Real Property. Seller has not subjected the Owned Real Property to any easements, covenants or restrictions not of record.
- (b) To Seller's knowledge, (i) all appurtenances to and improvements on the Real Property and used in the operations of the Station are in good operating condition and repair, ordinary wear and tear excepted, are constructed in material compliance with all local, state and federal regulations and laws, and have been maintained by Seller consistent with good engineering practices; (ii) except as shown on Schedule 3.6, none of the buildings, structures, improvements or fixtures constructed on the Real Property, including all towers, guy wires and guy anchors, encroach upon adjoining real property, and all such buildings, structures, improvements and fixtures are constructed and are operated and used in conformance with all "set back" lines, easements, covenants, restrictions, and all applicable building, fire, zoning, health and safety laws and codes; and (iii) all of the buildings, structures, towers, improvements and fixtures comprising part of the Real Property have adequate legal and practical rights of ingress and egress to and from completed public roads, telephone, electric and/or gas, and sanitary service for the conduct of the business and operations of the Station as presently conducted. There is no pending or, to Seller's knowledge, threatened condemnation or other legal proceeding or action of any kind relating to the Real Property and/or title thereto.
- (c) Except as described on Schedule 3.6, to Seller's knowledge there are not present at the Real Property any (i) "hazardous substances" (as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 et seq., as amended, Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq. or any other applicable federal, state and local environmental law, statute, order, judgment,

rule or regulation relating to the pollution or protection of the environment ("**Environmental Laws**"); (ii) friable asbestos; (iii) radon gas in excess of federally recommended standards; (iv) underground storage tanks; (v) items or equipment containing polychlorinated biphenyls ("PCBs"); (vi) stored, spilled or leaked petroleum products; or (vii) accumulation of rubbish, debris or other solid waste that is uncontainerized. To Seller's knowledge, such property is not the subject of governmental action or liability imposed because of the past release, threat of release, discharge, storage, treatment, generation or disposal of such substances. Seller has received no notice that any lien for environmental investigation or remediation has been filed against the Real Property or, to Seller's knowledge, is proposed, threatened or anticipated, nor, to Seller's knowledge, does any environmental condition exist with regard to such property which could result in liability for an owner or operator of the property that is reasonably likely to be materially adverse to Buyer. To Seller's knowledge, Seller has complied in all material respects with all environmental, health and safety laws applicable to the Station and the Real Property.

3.7 **Assumed Contracts.** **Schedule 3.7** lists and describes all of the Assumed Contracts. All Assumed Contracts are in full force and effect, and are valid, binding and enforceable in accordance with their terms. There is not any default by any party thereto or event which, after notice or lapse of time, or both, would constitute such a default such that either party would have the right to terminate such Assumed Contract. Seller is not aware of any intention by any party to any Assumed Contract (i) to terminate such contract or amend the terms thereof, (ii) to refuse to renew the same upon expiration of its term, or (iii) to renew the same upon expiration only on terms and conditions which are more onerous than those pertaining to such existing contract, where any of the foregoing would be materially adverse to Seller. Except for any third party consents that may be required, Seller has full legal power and authority to assign its rights under the Assumed Contracts to Buyer in accordance with this Agreement, and such assignment will not affect the validity, enforceability and continuation of any of the Assumed Contracts. Those Assumed Contracts that Buyer and Seller have agreed are material to the operation of the Station Assets and the valid assignment of which is a condition to the consummation of the transactions contemplated here by Buyer (the "**Material Contracts**") are so designated on Schedule 3.7.

3.8 **Intangible Property.** **Schedule 3.8** is a true and complete list of all copyrights, trademarks, trade names, licenses, patents, permits, privileges, computer software and other similar intangible property rights and interests (exclusive of the licenses listed on Schedule 3.4) applied for, issued to or owned by Seller, or under which Seller is licensed or franchised, which are used in the conduct of the business or operation of the Station and which are to be assigned to Buyer in accordance with this Agreement. All such intangible interests are valid and uncontested, and will be transferred to Buyer at the Closing free and clear of any liens, encumbrances, and security interests of any nature whatsoever, except to the extent that such rights and interests are subject to compliance with any outstanding third party agreements. To Seller's knowledge, Seller is not infringing upon any trademarks, trade names, copyrights or similar intellectual property rights

owned by any other person or persons, and there is no claim or action pending or, to Seller's knowledge, threatened, with respect thereto.

3.9 **Insurance.** All of the tangible Personal Property is insured against loss or damage in amounts consistent with the past practices of Seller, and such insurance will be maintained in effect by Seller until the Closing Date. Seller shall maintain in effect until the Closing Date, general public liability insurance in amounts consistent with the past practices of Seller.

3.10 **Employee Information.** Except as set forth on **Schedule 3.10**, Seller does not maintain, is not required to contribute to and has no liabilities with respect to any pension, annuity, retirement, stock option, stock purchase, savings, profit sharing or deferred compensation plan or agreement, or any retainer, consultant, bonus, group insurance, welfare, health and disability plans, fringe benefit or other incentive or benefit contract, plan or arrangement applicable to the employees, officers, directors or consultants (or former employees, officers, directors or consultants) of Seller or the Station ("**Employee Benefit Plans**"). There are no collective bargaining or other labor agreements in effect with respect to employees of the Seller or the Station. Schedule 3.10 contains a description of vacation, severance pay, sick leave policies, bonus, incentive compensation and group insurance plans for the benefit of employees of Seller. Seller shall retain all liabilities, responsibilities, obligations and commitments relating to compensation or employee benefits, including those under any Employee Benefit Plan, payable to or on account of any Station employee of Seller. To Seller's knowledge, it has complied in all material respects with all applicable laws and rules relating to the employment of labor, including those relating to wages, hours, collective bargaining and the payment of social security and similar taxes.

3.11 **Claims, Legal Actions.** Except as set forth on **Schedule 3.11** and for proceedings of a general nature that may affect the broadcast industry, there is no claim, legal action, arbitration, governmental investigation, application or rule making proceeding, in progress, pending, or, to Seller's knowledge, threatened, against or relating to Seller, the Station Assets, or the business or operations of the Station, or that in any manner challenges or seeks to prevent, enjoin, alter or delay materially the transactions contemplated by this Agreement.

3.12 **Disclosure.** No representation or warranty made by Seller herein or in any Exhibit or Schedule hereto or any certificate or other document delivered or to be delivered by or on behalf of Seller pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact necessary to make any such statement contained herein or therein not misleading.

SECTION 4

REPRESENTATIONS AND WARRANTIES OF BUYER

As an inducement to Seller to enter into this Agreement, Buyer makes the following representations and warranties to Seller, each of which is true and correct on the date hereof and on the Closing Date, and shall survive the Closing for the period set forth herein:

4.1 **Existence and Power.** Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware with all requisite corporate power under its articles of incorporation and by-laws to enter into and perform this Agreement and the transactions contemplated hereby and to carry on its business as now conducted and as intended to be conducted after the Closing, including its ownership of the Station Assets and operation of the Station. On the Closing Date, Buyer will be qualified to do business and in good standing in the State of Maryland.

4.2 **Eligibility of Buyer.** Except as set forth on Schedule 4.2, Buyer is legally, financially and technically qualified to be the assignee of the FCC licenses and the owner and operator of the Station under the Communications Act of 1934, as amended (the "**Communications Act**") and the rules, regulations and policies of the FCC without the need to request or obtain a waiver of or exception to any FCC rule, regulation or policy.

4.3 **Authorization and Binding Obligation.** This Agreement has been duly executed by Buyer and is a legal, valid, and binding obligation of Buyer, enforceable against Buyer in accordance with its terms. The execution, delivery, and performance of this Agreement, and all related agreements and documents contemplated hereby by Buyer have been duly authorized by all necessary corporate actions.

4.4 **Absence of Conflicting Agreements.** Subject to obtaining the FCC Consent and any required third party consents to the Assumed Contracts and the Leased Real Property, the execution, delivery, and performance of this Agreement, and all related agreements and documents contemplated hereby by Buyer (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, result in a breach of, or constitute a default under, any applicable law, judgment, order, rule or regulation of any court or governmental instrumentality; and (iii) will not conflict with, constitute grounds for termination of, result in a breach of, constitute a default under, or accelerate or permit the acceleration of any performance required by the terms of, any agreement, instrument, license, or permit to which Buyer is a party or by which Buyer may be bound, such that Buyer could not acquire the Station Assets and be the licensee of the Station.

4.5 **Litigation.** There is no outstanding judgment, award, decree, writ or litigation, action, suit, investigation or other proceeding pending or, to Buyer's knowledge, threatened, which would have a material adverse effect on Buyer's ability to perform in accordance with the terms of this Agreement and Buyer has no knowledge of any facts that would result in the initiation of any such proceeding.

4.6 **Disclosure.** No representation or warranty made by Buyer herein or in any Exhibit or Schedule hereto or any certificate or other document delivered or to be delivered by or on behalf of Buyer pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact necessary to make any such statement contained herein or therein not misleading.

SECTION 5
COVENANTS OF SELLER AND BUYER

5.1 **Pre-Closing Covenants of Seller.** Except as expressly authorized by this Agreement or the LMA or with the prior written consent of Buyer which consent shall not be unreasonably withheld, between the date hereof and the Closing Date, Seller shall:

- (a) operate the Station in the ordinary course of business, consistent with and in accordance with its past practices and consistent with its representations and warranties set forth in this Agreement;
- (b) operate the Station in compliance with the FCC Licenses and the rules and regulations of the FCC, and with all other laws, regulations, rules and orders applicable to the Station and the Station Assets;
- (c) not sell, convey or encumber any of the Station Assets except for the retirement of items of Personal Property in the ordinary course of business, provided that such items are replaced by items of like kind consistent with Seller's past practices, as permitted under Section 1.1(b) hereof;
- (d) maintain, repair and replace the Personal Property and the Real Property consistent with Seller's existing practices and operations;
- (e) permit Buyer and its representatives and agents reasonable access to the Station and the Station Assets, provided that such access does not disrupt the normal operation of the Station;
- (f) promptly notify Buyer in the event there is any material damage to the Station Assets or interruption to the normal broadcast operations of WFSI(FM) in excess of twelve (12) hours at any one time;
- (g) promptly notify Buyer in writing if it determines, or has reasonable grounds to believe, that any representation, warranty or covenant of Seller or of Buyer is no longer accurate in all material respects;
- (h) not enter into any new agreements that would be binding on Seller or Buyer as transferee of the Stations Assets after the Closing without the written consent of Buyer, which consent shall not be unreasonably withheld;
- (i) not create or assume any liens, encumbrances or security interests of any nature whatsoever affecting any of the Station Assets;

- (j) use its commercially reasonable efforts to obtain any third party consents necessary for the assignment of any Assumed Contract; and
- (k) not terminate, amend or modify the Leases without the consent of Buyer.

5.2 **Pre-Closing Covenants of Buyer.** Except as expressly authorized by this Agreement or with the prior written consent of Seller, which consent shall not be unreasonably withheld, between the date hereof and the Closing Date, Buyer shall:

- (a) subject to the disclosures on Schedule 4.2, take no action that would impair its qualifications to be the licensee of the Station or materially delay obtaining the FCC Consent, take any action that could result in its disqualification under the rules of the FCC to be the licensee of the Station or that would require it to obtain a waiver of the FCC rules, regulations or policies in order to be the licensee of Station;
- (b) promptly notify Seller in writing if it determines, or has reasonable grounds to believe, that any representation, warranty or covenant of Buyer or Seller is no longer accurate in all material respects;
- (c) cooperate with Seller and use its commercially reasonable efforts to obtain any third party consents necessary for the assignment of any Assumed Contract;
- (d) prosecute the WLZL Application with all reasonable diligence and use its commercially reasonable efforts to obtain a grant of such application expeditiously; and
- (e) notify Seller and keep Seller reasonably informed in a timely manner regarding the status of the WLZL Application.

5.3 **Post-Closing Covenants.** After the Closing, Seller and Buyer will take such actions, and execute and deliver to Buyer or Seller, respectively, such further bills of sale, assignments or other transfer or assumption documents as may be necessary to ensure the full and effective transfer of title to the Station Assets to Buyer or the assumption of the Assumed Liabilities by Buyer pursuant to this Agreement.

SECTION 6 **SPECIAL COVENANTS AND AGREEMENTS**

6.1 **FCC Consent.** The assignment of the FCC Licenses as contemplated by this Agreement is subject to the prior consent and approval of the FCC (the "**FCC Consent**"). Within five (5) business days after the date of the grant of the WFSI Application or the WLZL Application, as applicable, Buyer and Seller shall file with the FCC an appropriate application for the FCC

Consent (the "**Assignment Application**"). The parties shall prosecute the Assignment Application with all reasonable diligence and use their commercially reasonable efforts to obtain the grant of the Assignment Application expeditiously. The transfer of the Station Assets hereunder is expressly conditioned upon the grant of the FCC Consent without the imposition of any condition that is materially adverse to Buyer or Seller, and compliance by the parties with any other conditions imposed by the FCC Consent. Notwithstanding anything to the contrary, a condition to the FCC Consent that the renewal of the Station must be granted prior to Closing shall not be materially adverse.

6.2 **Taxes, Fees and Expenses.** Except as provided for in this Section 6.2, each party shall be solely responsible for all expenses incurred by it in the negotiation and closing of this Agreement. Seller and Buyer hereby waive compliance with the provisions of any applicable bulk sales law and no representation, warranty or covenant contained in this Agreement shall be deemed to have been breached as a result of such non-compliance. Seller and Buyer shall each be responsible for and pay one-half of all sales, use, transfer and purchase taxes and fees, if any, arising out of the transfer of the Station Assets pursuant to this Agreement. The party with the primary responsibility under applicable law for the payment of any particular transfer tax shall prepare and file the relevant tax return and notify the other party in writing of the transfer taxes shown on such tax return. Such other party shall pay an amount equal to one-half of the amount of such transfer taxes shown on such tax return in immediately available funds no later than the date that is the later of (a) five business days after the date of such notice or (b) two business days prior to the due date for such transfer taxes. Buyer and Seller shall each pay one-half of any filing and other fees payable to the FCC in connection with the filing and grant of the Assignment Application. The taxpayer identification numbers of Buyer and Seller are set forth on Schedule 6.2.

6.3 **Risk of Loss.**

- (a) The risk of any loss, damage or impairment, confiscation or condemnation (a "**Loss**") of any of the Station Assets from any cause whatsoever shall be borne by Seller at all times prior to the Closing. In the event of any such Loss, the proceeds of any claim for Loss payable under any insurance policy, judgment or award with respect thereto shall be applied to repair, replace or restore such Station Assets to their prior condition as soon as possible after such Loss. The risk of any Loss of any of the Station Assets from any cause whatsoever shall be borne by Buyer at all times after the Closing.
- (b) In the event of any damage or destruction of the Station Assets which prevents signal transmission by WFSI(FM) in the normal and usual manner and Seller cannot restore or replace the Station Assets so that such conditions are cured and normal and usual transmission is resumed before the Closing, Buyer may, at its option, either (i) proceed to close this Agreement and complete the restoration and replacement of such damaged Station Assets after the Closing, in which event Seller's only obligation to Buyer shall be to deliver to Buyer an amount commensurate with all insurance proceeds received relating to the Station Assets and arising from the event

causing such damage or destruction; (ii) postpone Closing for a period of up to sixty (60) days to allow Seller to complete the restoration and replacement of such damaged Station Assets prior to Closing, in which event Seller's obligations will be fulfilled upon completion of the restoration and replacement of such damaged Station Assets to Buyer's reasonable satisfaction; or, (iii) terminate this Agreement in writing, provided, that if Buyer elects to terminate this Agreement pursuant to this clause (b)(ii), it must give Seller written notice of such termination within sixty (60) days of its receipt of notice of damage or destruction of the Station Assets.

6.4 **Broker's Commission.** Each of Seller and Buyer represent that it has not engaged any third party to act as a finder, broker, agent, consultant or in a similar capacity in connection with this Agreement and the transactions contemplated hereby, except for Media Venture Partners ("MVP"), which has provided services on behalf of Seller. Seller shall be solely responsible for any fee due to MVP in connection with this Agreement and the transactions contemplated hereby. Except as set forth above, each of Seller and Buyer agree to indemnify and hold harmless the other with respect to any claim for a finder's, consultant's, broker's or similar commission or fee made by any third party on the basis of the conduct of Seller or Buyer.

6.5 **Commercially Reasonable Efforts to Close; Notification.**

- (a) Upon the terms and subject to the conditions contained herein, each of the parties hereto shall use commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other parties in doing, all things necessary, proper or advisable to consummate and make effective the transactions contemplated by this Agreement as expeditiously as practicable and to ensure that the conditions set forth in Section 7 are satisfied.
- (b) Each party shall notify the other party of the initiation or threatened initiation of any litigation, arbitration or administrative proceeding that challenges the transactions contemplated hereby, including any challenges to the FCC Application.

6.6 **Confidentiality.** Seller and Buyer acknowledge and agree that no news release or other public announcement pertaining to the transactions contemplated by this Agreement or the existence of this Agreement will be made by or on behalf of any party hereto prior to the filing of the Assignment Application, provided that, to the extent required under the rules and regulations of the FCC, Seller, in consultation with Buyer, shall prepare and file with the FCC a mutually agreeable redacted version of this Agreement. Subsequent to the filing of the Assignment Application, no news release or other public announcement pertaining to the transactions contemplated by this Agreement will be made by or on behalf of any party hereto without the prior written approval of the other party (such consent not to be unreasonably withheld or delayed).

6.7 **Community of License.** At Buyer's request after Buyer has consulted with its FCC counsel, and upon the FCC's denial of the WLZL Application or Seller's withdrawal of the WLZL Application, Seller shall, as soon as practicable following such request and at Buyer's expense, file

an application with the FCC to change the community of license of the Station to a community in the Washington DC Metro (the “**WFSI Application**”). Seller agrees to prosecute the WFSI Application with all reasonable diligence and use its commercially reasonable efforts to obtain a grant of such application expeditiously and to notify Buyer and keep Buyer reasonably informed in a timely manner regarding the status of the WFSI Application. Upon a grant of the WFSI Application, Seller shall immediately file an application for a license to cover and change the community of license for the Station to Bowie, Maryland.

6.8 **Local Marketing Agreement.** Upon the later of (i) December 1, 2011 and (ii) no later than five (5) business days following the filing of an application for a license to cover the grant of the WLZL Application or the WFSI Application, as applicable, the parties shall enter into the LMA, unless otherwise agreed to in writing by the parties.

SECTION 7 **CONDITIONS TO OBLIGATIONS OF BUYER AND SELLER**

7.1 **Conditions to Obligations of Buyer to Close.** All obligations of Buyer at the Closing hereunder are subject to the fulfillment prior to and at the Closing of each of the following conditions, any of which may be waived by Buyer in writing at or prior to the Closing:

- (a) **Representations and Warranties.** The representations and warranties of Seller shall be true and complete in all material respects as of the date of this Agreement and at and as of the Closing Date as though such representations and warranties were made at and as of such time.
- (b) **Covenants and Conditions.** Seller shall have in all material respects performed and complied with the covenants, agreements, and conditions required by this Agreement to be performed or complied with by it prior to or on the Closing Date.
- (c) **Licenses.** Seller shall be the holder of the FCC Licenses and there shall not have been any modification of any of such license which has a material adverse effect on the Station or the business or operations of the Station.
- (d) **FCC Consent.** The FCC Consent has been obtained and shall be in full force and effect and shall contain no provision materially adverse to any of Buyer, Buyer’s affiliates or the Station.
- (e) **Third-Party Consents.** All Material Contracts (as defined in Section 3.7 and identified on Schedule 3.7) shall be in full force and effect on the Closing Date. Seller shall have obtained and shall have delivered to Buyer all third-party consents that are required to the assignment of the Material Contracts to Buyer.
- (f) **Adverse Proceedings.** No action, suit, claim or governmental proceeding shall be pending against, and no order, decree or judgment of any court, agency or other

governmental authority shall have been rendered against, Seller or Buyer which: (i) renders it unlawful, as of the Closing Date, to close the transactions contemplated by this Agreement in accordance with its terms; (ii) declares invalid or illegal the transactions contemplated hereby; (iii) enjoins the closing of the transactions contemplated hereby; (iv) awards material damages on account of the consummation of any transaction contemplated hereby; or (v) is a petition of bankruptcy by or against Seller, an assignment by Seller for the benefit of its creditors, or other similar proceeding.

- (i) **Deliveries**. Seller shall have made or be willing and able to make all the deliveries to Buyer set forth in Section 8.2.

7.2 **Conditions to Obligations of Seller to Close**. All obligations of Seller at the Closing hereunder are subject to the fulfillment prior to and at the Closing of each of the following conditions, any of which may be waived by Seller in writing at or prior to the Closing:

- (a) **Representations and Warranties**. The representations and warranties of Buyer shall be true and complete in all material respects as of the date of this Agreement and at and as of the Closing Date as though such representations and warranties were made at and as of such time.
- (b) **Covenants and Conditions**. Buyer shall have in all material respects performed and complied with the covenants, agreements, and conditions required by this Agreement to be performed or complied with by it prior to or on the Closing Date.
- (d) **Adverse Proceedings**. No action, suit, claim or governmental proceeding shall be pending against, and no order, decree or judgment of any court, agency or other governmental authority shall have been rendered against, any party hereto which: (i) renders it unlawful, as of the Closing Date, to effect the transactions contemplated by this Agreement in accordance with its terms; (ii) declares invalid or illegal the transactions contemplated hereby; (iii) enjoins the transactions contemplated hereby; (iv) awards material damages on account of the consummation of any transaction contemplated hereby; or (v) is a petition of bankruptcy by or against Buyer, an assignment by Buyer for the benefit of its creditors, or other similar proceeding.
- (e) **Deliveries**. Buyer shall have made or be willing and able to make all the deliveries set forth in Section 8.3.

SECTION 8 **CLOSING AND CLOSING DELIVERIES**

8.1 **Closing**. Subject to Section 9.1, this Agreement shall be consummated by Buyer and Seller (“**Closing**”) which shall occur at a mutually agreeable location, on the fifth (5th) business day

following the date upon which the FCC Consent is effective (the "**Closing Date**"), provided that each of the other conditions to Closing set forth in Section 7 has been satisfied or waived (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of those conditions at such time). Alternatively, the Closing may take place at such other time or date as the parties may mutually agree in writing. The effective time of the Closing shall be 12:01 a.m., local Station time, on the Closing Date (the "**Effective Time**").

8.2 **Deliveries by Seller.** Prior to or on the Closing Date (except as otherwise set forth herein), Seller shall deliver to Buyer the following, in form and substance reasonably satisfactory to Buyer and its counsel:

- (a) **Transfer Documents.** Duly executed bills of sale, assignments, and other transfer documents and a special warranty deed for the Owned Real Property sufficient to vest good and marketable title to the Station Assets in the name of Buyer free and clear of any claims, liabilities, mortgages, liens, pledges, conditions, charges, or encumbrances of any nature whatsoever;
- (b) **Officer's Certificate.** A certificate, dated as of the Closing Date and executed by a duly authorized officer of Seller, certifying (i) that the representations and warranties of Seller are true and complete in all material respects as of the date of this Agreement and as of the Closing Date as though made on and as of that date, and (ii) that Seller has, in all material respects, performed its obligations and complied with its covenants set forth in this Agreement to be performed and complied with prior to or on the Closing Date; and
- (c) **Corporate Resolutions.** Certified resolutions of Seller approving the execution of this Agreement, and all related agreements and documents, and the delivery of the closing documents provided for hereunder.
- (d) **Purchase Price Allocation; Direction to Pay.** The documents referenced in Section 2.1.
- (e) **UCC-3 Termination Statement.** Copies of all UCC financing statements to be filed by Lender immediately upon Lender's receipt of its designated portion of the Purchase Price as contemplated by Section 2.1 to confirm the release and termination of all liens and other security interests against the Station Assets.

8.3 **Deliveries by Buyer.** Prior to or on the Closing Date, Buyer shall deliver to Seller the following, in form and substance reasonably satisfactory to Seller and its counsel:

- (a) **Purchase Price.** The Purchase Price for the Station Assets delivered to Seller in accordance with Section 2.1 of this Agreement;

- (b) **Assumption Agreements.** Appropriate assumption agreements pursuant to which (i) Buyer shall assume and undertake to perform Seller's obligations under the FCC Licenses and all other governmental licenses and authorizations, (ii) the Assumed Contracts arising on and after the Closing, and (iii) the assumed lease for the Leased Real Property;
- (c) **Buyer's Certificate.** A certificate, dated as of the Closing Date and executed by a duly authorized officer of Buyer, certifying (i) that the representations and warranties of Buyer are true and complete in all material respects as of the date of this Agreement and as of the Closing Date as though made on and as of that date, and (ii) that Buyer has, in all material respects, performed its obligations and complied with its covenants set forth in this Agreement to be performed or complied with on or prior to the Closing Date; and
- (d) **Corporate Resolutions.** Certified resolutions of Buyer approving the execution of this Agreement, and all related agreements and documents, and the delivery of the closing documents provided for hereunder.

SECTION 9
RIGHTS OF BUYER AND SELLER
ON TERMINATION OR BREACH

9.1 **Termination Rights.** This Agreement may be terminated by either Buyer or Seller (as applicable) by written notice to the other party upon the occurrence of any of the following events or conditions, provided that, the terminating party is not then in breach of any material provision of this Agreement:

- (a) if there shall be in effect any law or judgment, decree or order (which is final and non-appealable) that would prevent or make unlawful the Closing of this Agreement;
- (b) if the Assignment Application shall be set for hearing by the FCC for any reason;
- (c) if the Closing has not occurred prior to October 21, 2012;
- (d) by Buyer, pursuant to Section 6.3 (Risk of Loss) above;
- (e) by Buyer, if Seller is in material breach or default of this Agreement and fails to cure such material breach or default within thirty (30) days of receipt of written notice from Buyer of the substance of Seller's material breach, or if Seller does not perform in all material respects the obligations to be performed by it under this Agreement on the Closing Date such that the conditions set forth in Section 5.2 would not be satisfied on the Closing Date and such breach or default has not been waived by Buyer; or

- (f) by Seller, if Buyer is in material breach or default of this Agreement and fails to cure such material breach or default within thirty (30) days of receipt of written notice from Seller of the substance of Buyer's material breach, or if Buyer does not perform in all material respects the obligations to be performed by it under this Agreement on the Closing Date such that the conditions set forth in Section 5.1 would not be satisfied on the Closing Date and such breach or default has not been waived by Seller, provided that Buyer shall be in immediate material breach without notice from Seller if it fails to deliver to Seller the entire Purchase Price on the scheduled Closing Date.

9.2 **Liquidated Damages and Specific Performance.**

- (a) If this Agreement is terminated and neither party hereto is in breach of any material provision of this Agreement, the parties hereto shall not have any further liability to each other.
- (b) If this Agreement is terminated by Seller pursuant to Section 9.1(c) or 9.1(f), Seller shall be entitled to One Million Dollars (\$1,000,000) (the "**Termination Fee**") as liquidated damages in full and complete compensation for any damages to Seller as a result of such termination and Buyer's breach or default of this Agreement; provided, however, that Seller shall not be entitled to the Termination Fee if this Agreement is terminated pursuant to Section 9.1(c) and the failure to complete the Closing is primarily attributable to Seller or its affiliates, including as a result of any action or inaction by Seller or its affiliates. Seller agrees that its right to receive the Termination Fee in the foregoing circumstances is the exclusive remedy available to Seller for failure of the transactions contemplated by this Agreement to be consummated in those circumstances, and Buyer shall have no further liability to Seller with respect to this Agreement or the transactions contemplated hereby whatsoever.
- (c) If Seller is in default or in breach of any material provision of this Agreement, Buyer shall be entitled, at its option, to seek specific performance to compel Seller to close on the sale of the Station Assets to Buyer pursuant to the terms and conditions of this Agreement or to seek damages. In the event Buyer elects specific performance as a remedy, Seller agrees that specific performance is an appropriate remedy due to the unique nature of the Station Assets and the business made possible thereby, and agrees that it will not contest any such action on the ground that an adequate remedy at law exists.

SECTION 10
INDEMNIFICATION

10.1 **Buyer's Right to Indemnification.** Seller shall indemnify and hold harmless Buyer, its affiliates, shareholders, directors, officers, employees, successors and assigns from and against and in respect of, and to reimburse them for, any and all losses, costs, liabilities, claims, obligations and expenses, including reasonable attorneys' fees and expenses (together, "**Claims**"), incurred or suffered by any party arising out of or resulting from:

- (a) the operation of the Station or ownership of the Station Assets before the Closing Date;
- (b) any breach, misrepresentation, or other violation of or failure to perform any of Seller's covenants, warranties or representations contained in this Agreement or any certificate delivered pursuant hereto;
- (c) all obligations and liabilities of Seller arising under the FCC Licenses, other governmental licenses and authorizations, and any of the Assumed Contracts arising prior to the Closing Date; and
- (d) all Retained Liabilities, including but not limited to all accounts payable for the operation of the Station between the date hereof and the Closing Date, and any contracts, agreements, leases and understandings that are not Assumed Contracts (including the Studio Lease), and any liabilities imposed under or pursuant to any Environmental Laws arising from or related to any (i) environmental condition, (ii) act or omission by Seller or any predecessor thereof, or (iii) the operation of the Station, prior to the Closing Date.

10.2 **Seller's Right to Indemnification.** Buyer shall indemnify and hold harmless Seller, its affiliates, shareholders, directors, officers, partners, employees, successors and assigns from and against and in respect of, and to reimburse them for, any and all Claims incurred or suffered by such parties arising from:

- (a) the operation of the Station or ownership of the Station Assets by Buyer on or after the Closing Date;
- (b) a breach, misrepresentation, or other violation of or failure to perform any of Buyer's covenants, warranties or representations contained in this Agreement or any certificate delivered pursuant hereto; and
- (c) all Assumed Liabilities, including without limitation all liabilities under the Assumed Contracts, the FCC Licenses and other governmental licenses and authorizations, arising on or after the Closing Date.

10.3 **Conduct of Proceedings.** If any claim, action, suit or proceeding covered by the foregoing agreements to indemnify and hold harmless shall arise (an "**Indemnification Proceeding**"), the party who seeks indemnification (the "**Indemnified Party**") shall give written notice thereof to the other party (the "**Indemnitor**") promptly after the Indemnified Party learns of the existence of such Indemnification Proceeding; provided, however, that the Indemnified Party's failure to give the Indemnitor such notice shall not bar the Indemnified Party's right to indemnification except to the extent such failure has prejudiced the Indemnitor's ability to defend the Indemnification Proceeding. The Indemnitor shall have the right to employ counsel reasonably acceptable to the Indemnified Party to defend against any such Indemnification Proceeding, or to compromise, settle or otherwise dispose of the same, if the Indemnitor deems it advisable to do so, all at the expense of the Indemnitor; provided that the Indemnitor shall not have the right to control the defense of any such Indemnification Proceeding unless it has acknowledged in writing its obligation to indemnify the Indemnified Party fully from all liabilities incurred as a result of such Indemnification Proceeding; provided further that the Indemnitor shall not settle, or consent to entry of any judgment in any Indemnification Proceeding without obtaining a release of the Indemnified Party from all liability in respect of the Claims underlying such Indemnification Proceeding. If the Indemnified Party does not consent to a bona fide offer of settlement made by a third party and the settlement involves only the payment of money, then the Indemnitor may, in lieu of a payment of that amount to such third party, pay that amount to the Indemnified Party. After such payment to the Indemnified Party, the Indemnitor shall have no further liability with respect to that claim or Indemnification Proceeding and the Indemnified Party shall assume full responsibility for the defense, payment or settlement of such claim or Indemnification Proceeding. If the Indemnitor fails to acknowledge in writing its obligation to defend against or settle such Proceeding within thirty (30) days after receiving notice thereof from the Indemnified Party (or such shorter time specified in the notice as the circumstances of the matter may dictate), the Indemnified Party shall be free to dispose of the matter, at the expense of the Indemnitor, in any way in which the Indemnified Party deems to be in its best interest.

10.4 **Limitations.** The parties shall have no liability for indemnification under Section 10.1(b) and 10.2(b) above unless and until the aggregate amount of claims asserted by Buyer or Seller pursuant to Section 10.1(b) or 10.2(b) above exceeds Ten Thousand Dollars (\$10,000.00) (the "**Indemnification Deductible**"), after which point the Indemnitor will be obligated to indemnify the Indemnified Party only with respect to the aggregate amount of such claims in excess of the Indemnification Deductible.

SECTION 11 **MISCELLANEOUS**

11.1 **Governing Law.** This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of California, but without regard to the choice of laws provisions thereof, and any action or proceeding arising out of this Agreement shall be brought and maintained in California, without any regard to any conflict of law provisions. Buyer and Seller consent to the jurisdiction of courts located in California. BUYER AND SELLER HEREBY

IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING IN ANY WAY TO THIS AGREEMENT, INCLUDING ANY COUNTERCLAIM MADE IN SUCH ACTION OR PROCEEDING, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE DECIDED SOLELY BY A JUDGE.

11.2 **Headings.** The headings herein are included for ease of reference only and shall not control or affect the meaning or construction of the provisions of this Agreement.

11.3 **Entire Agreement.** This Agreement, the LMA, all Schedules and Exhibits hereto and thereto, and all documents and certificates to be delivered by the parties pursuant hereto collectively represent the entire understanding and agreement between Buyer and Seller with respect to the subject matter hereof. All Schedules and Exhibits referenced in and attached to this Agreement and all documents referenced in the Agreement as previously delivered to either party shall be deemed part of this Agreement and incorporated herein, where applicable, as if fully set forth herein. This Agreement supersedes all prior negotiations, agreements and understandings between Buyer and Seller, including but not limited to any Letter of Intent between Buyer and Seller. This Agreement cannot be waived, amended, supplemented or modified except by an agreement in writing which makes specific reference to this Agreement or an agreement delivered pursuant hereto, as the case may be, and which is signed by the party against which enforcement of any such waiver, amendment, supplement or modification is sought. No failure or delay on the part of Buyer or Seller in exercising any right or power under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power.

11.4 **Assignment.** Buyer and Seller shall not assign their interests or delegate their obligations under this Agreement without the prior written consent of the other party, which consent shall not be withheld unreasonably; provided, that Seller may collaterally assign its rights and obligations under this Agreement to Lender, with the understanding that the collateral assignment can only be exercised if Seller has defaulted under the Loan Agreement and Lender or its assignee has taken possession of the Station Assets; and, provided further, that Buyer may assign its rights and delegate its obligations hereunder to an entity that is controlled by or under common control with Buyer on condition that such assignment does not delay receiving the FCC Consent or the Closing; and provided further, that each of Seller and Buyer, as applicable, shall remain fully liable for the performance by such assignee of its obligations under this Agreement. This Agreement shall be binding upon the heirs, successors and assigns of the parties hereto.

11.5 **Notice.** All notices, demands and requests required or permitted to be given under the provisions of this Agreement shall be (i) in writing, (ii) delivered by personal delivery, or sent by commercial delivery service or registered or certified mail, return receipt requested, (iii) deemed to have been given on the date of personal delivery, or the date set forth in the records of the delivery service, or on the return receipt, and (iv) addressed as follows:

To Seller: Mr. Harold Camping, President
Family Stations, Inc.
290 Hegenberger Road
Oakland, California 94621

Copy to: Michelle A. McClure, Esquire
Alan C. Campbell, Esquire
Fletcher, Heald & Hildreth, P.L.C.
1300 North 17th Street, 11th Floor
Arlington, Virginia 22209

To Buyer: CBS Radio Stations Inc.
40 W. 57th Street
New York, NY 10019
Attention: General Counsel
Fax: (646) 328-0287

Copy to: CBS Corporation
51 W. 52nd Street
New York, NY, U.S.A. 10019
Facsimile: (212) 975 4215
Attention: General Counsel

or to such other persons and addresses as the parties may from time to time designate in a writing to the other party delivered in accordance with this Section 11.5.

11.6 **Survival of Representations, Warranties and Covenants.** The representations and warranties of the parties contained herein shall survive the Closing for a period of one (1) year (the “**Survival Period**”) at which time the same shall expire; provided that the representations and warranties set forth in Sections 3.1, 3.2, 3.5 (relating to title), 4.1, 4.3 and 6.4 shall survive indefinitely. None of the covenants and agreements shall survive the Closing except to the extent such covenants and agreements contemplate performance after the Closing, in which case, such covenants and agreements shall survive until performed. No claim may be brought under this Agreement unless written notice describing in reasonable detail the nature and basis of such claim is given on or prior to the last day of the applicable survival period. In the event such notice is given, the right to indemnification with respect thereto shall survive the applicable survival period until such claim is finally resolved and any obligations thereto are fully satisfied.

11.7 **Defined Terms.** Terms that are defined in this Agreement are set forth on the attached **Schedule of Defined Terms**.

11.8 **Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signature on each such counterpart were upon the same instrument. This Agreement shall be effective and legally binding upon delivery of signatures by facsimile transmission or other electronic transmission (e.g., PDF file).

11.9 **No Third Party Beneficiaries.** Except as set forth in Sections 10.1 and 10.2, nothing herein, express or implied, shall be construed to confer upon or give to any other person other than the parties hereto or their permitted successors or assigns, any rights or remedies under or by reason of this Agreement.

11.10 **Severability**. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced because of any law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to either party hereto. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

IN WITNESS WHEREOF, this Agreement has been executed by Buyer and Seller as of the date first above written.

Seller:

FAMILY STATIONS, INC.

By: 

Name: Thomas R. Evans

Title: Vice President,

Buyer:

CBS RADIO STATIONS INC.

By: _____

Name: Joseph Ianniello

Title: Executive Vice President

IN WITNESS WHEREOF, this Agreement has been executed by Buyer and Seller as of the date first above written.

Seller:

FAMILY STATIONS, INC.

By: _____

Name:

Title:

Buyer:

CBS RADIO STATIONS INC.

By:  _____

Name: Joseph Ianniello

Title: Executive Vice President

List of Schedules

Schedule 1.2(d) – Station’s Call Letters

Schedule 3.3 – Required Consents

Schedule 3.4 – FCC Licenses

Schedule 3.5 – Personal Property

Schedule 3.6 – Real Property

Schedule 3.7 – Assumed Contracts

Schedule 3.8 – Intangible Property

Schedule 3.10 – Employee Information

Schedule 3.11 – Claims, Legal Actions

Schedule 4.2 – Eligibility of Buyer