

## ASSET PURCHASE AGREEMENT

This agreement is entered into this 7<sup>th</sup> day of February, 2003, by and between LANCASTER-YORK BROADCASTING, LLC, a Virginia limited liability company ("Seller"), and SUSQUEHANNA RADIO CORP., a Pennsylvania corporation ("Buyer").

### RECITALS

Seller at Closing will be the broadcast licensee and owner of the assets used and useful in the operation of radio station WSOX-FM licensed to Red Lion, Pennsylvania (the "Station"). Seller has provided programming and sold advertising on the Station since 1998 pursuant to a Time Brokerage Agreement dated January 1, 1998 by and between Seller and Pioneer Broadcasting Corp. ("Pioneer"), the licensee of the Station, as amended by an amendment dated August 16, 2001 ("TBA"), and holds an exercised option to enter into a certain asset purchase agreement, as amended, in the form attached to the TBA to purchase from Pioneer the Station's assets and the licenses and authorizations (as hereinafter further defined the "Licenses") issued by the Federal Communications Commission ("FCC") for the Station.

Buyer now wishes to purchase from Seller, and Seller wishes to sell and transfer to Buyer, substantially all of the Assets Sold (as hereinafter defined) and to obtain an assignment of the Licenses. Within three (3) days of the execution of this Agreement, Seller will reconfirm its exercise of its option to purchase the Licenses and will thereafter enter into an asset purchase agreement with Pioneer in the form attached to the TBA as amended for the acquisition of the Licenses and certain Station-related assets owned by Pioneer and described therein, all of which assets shall be included in the Assets Sold to be conveyed to Buyer hereunder. Closing on this Agreement will be contingent upon, among other things, closing by Seller on its acquisition of the Licenses and other Station-related assets from Pioneer.

NOW, THEREFORE, in consideration of and relying upon the foregoing recitals, each covenant, agreement, representation, and warranty set forth herein and each act done pursuant to this Agreement, the parties hereto agree as follows.

#### 1. PURCHASE AND SALE OF PROPERTY AND ASSETS:

1.1 Agreement to Purchase and to Sell. Upon and subject to compliance with all terms and conditions of this Agreement, Buyer agrees to purchase from Seller, and Seller agrees to sell, deliver, transfer, and convey to Buyer as an operating business all right, title, and -interest in and to substantially all of the tangible and intangible property, rights, and assets of Station (including assets owned by Seller currently and certain assets to be obtained from Pioneer in the Pioneer Closing) (jointly and severally the "Assets Sold"); including the following:

(a) all tangible personal property used to operate the Station, briefly described on Exhibit 1.1(a), together with all replacements thereof and any improvements or additions thereto made prior to the Closing Date (hereinafter defined);

(b) (i) all of Seller's right, title, and interest in, under, and to the leases, contracts, and agreements for operation of the Station listed on Exhibit 1.1(b) (the "Contracts"), all of which Contracts shall be assumed by Buyer as of the date of Closing;

(ii) all contracts for the sale of time on the Station in effect on the Closing Date;

(c) all licenses, permits, and other authorizations including those that are issued to Seller by the FCC with respect to the Station including any renewals or modifications thereof between the date hereof and Closing (the "Licenses") held for or in connection with the ownership, use, or operation of the Station and assumed by Buyer at Closing as listed in Exhibit 1.1(c);

(d) all right, title, and interest in and to the call letters WSOX now in use by Pioneer and Seller and all variants thereof, together with all other intangible property of Seller used in operation of the Station, including without limitation, all of Seller's interest in any and all trademarks, service marks, copyrights, trade names, jingles, slogans, programming and logos; and

(e) an assignment of all of Seller's interest as lessee in a lease with Pioneer as lessor for the Station's tower site and all improvements thereon as set forth and briefly described on Exhibit 1.1(e) (the "Lease"), to be conveyed in recordable form , all as more particularly provided therein; and

(f) Seller's rights in and to all files, documents, records and books of account (or copies thereof) relating to the operation of the Station, including public files, programming information, engineering data, lists of advertisers, sales reports and logs.

1.2 Excluded Assets. The following (the "Excluded Assets") are not part of the Property Sold and are not being sold to Buyer: Seller's (i) cash , investments, or securities on hand or on deposit, (ii) accounts and notes receivable, (iii) rights under this agreement, (iv) insurance policies insuring the Assets Sold, (v) original financial and accounting records, and such items of the Assets as may be disposed of by Seller before Closing for value and in the ordinary course of Seller's business while acting in accordance with Seller's past practices and in compliance with this agreement.

## 2. PURCHASE PRICE:

2.1 Purchase Price. As full and complete consideration for purchase of the Property Sold, as of and on Closing on the Closing Date, Buyer shall pay or deliver to Seller (a) immediately available federal funds payable by wire transfer in the amount of Twenty-Three Million and no/100 Dollars (\$23,000,000.00) (the "Purchase Price"), the Purchase Price to be adjusted, however, as may be required by paragraph 2.2. Buyer shall also receive credit against

the Purchase Price for all amounts previously advanced to Seller under that certain Funding Agreement between the parties executed in connection herewith.

2.2 Adjustments. At and as of Closing on the Closing Date certain adjustments in the Purchase Price shall be made ("Closing Adjustment(s)") as follows:

(a) Seller's and Station's expenses incurred for or accrued during all periods ending with, upon, or prior to Closing (regardless of when assessed, determined, calculated, paid, or collected) shall be Seller's sole responsibility, and at and as of Closing Station's paid and unpaid expenses (excluding any income taxes) shall be prorated as appropriate between Buyer and Seller and the Purchase Price adjusted accordingly, so that Seller shall be responsible for and pay all of Station's expenses incurred or accrued for all, periods ending prior to the Closing and Buyer shall be responsible for all of Station's expenses incurred or accrued thereafter, and

(b) also, the Purchase Price and Buyer's cash portion thereof due at Closing shall be reduced as appropriate, without duplication, by (i) the amount of any prepaid revenues received or extraordinary discounts given by Seller for Station's goods or services to be delivered or rendered by Station after the Closing Date, (ii) the amount of Seller's liabilities as of the Closing Date for advertising time owed to vendors for trade of goods or services received by Seller prior the Closing Date, (iii) the amount of any reduction in the Purchase Price required by paragraph 7.4. and (iv) by any amount necessary to discharge, satisfy, or cure each Lien, other than Permitted Liens (hereinafter defined), then applicable to any part of the Assets Sold.

2.3 How Adjustments Payable. Each of the Closing Adjustments shall be made by adjustments to and be payable in and from cash at Closing by the party responsible.

2.4 Tax Allocations. The Purchase Price shall be allocated (a) with respect to those assets purchased by Seller from Pioneer pursuant to the Pioneer Closing and delivered to Buyer in accordance with the purchase price allocation in the Pioneer Closing and (b) with respect to the remaining Assets Sold that were not purchased by Seller from Pioneer, in accordance with an appraisal, to be obtained at Buyer's costs, for all federal, state and local income tax purposes. The parties both agree to report the transaction consistently with such allocation when filing IRS Form 8594 and in all other forms or reports filed or audits conducted by federal, state or local tax authorities.

### 3. CLOSING; COVENANTS.

3.1 Closing and Closing Date. Unless this agreement is earlier terminated or its Closing is postponed as herein provided for, consummation of the sale and purchase contemplated hereby ("Closing") shall take place beginning at 10:00 o'clock a.m., local time, at the offices of Susquehanna Radio Corp., 140 East Market Street, York, PA 17401 ("Buyer's Counsel") on the date designated by Buyer, which shall be between the fifth (5th) and tenth (10th) business day following the date on which the Commission's consent to the Application

(hereinafter defined) has become a Final Order (hereinafter defined), or at such other time and place as Buyer and Seller hereafter may agree upon in writing (such date of Closing as so determined, designated, agreed upon, or postponed; hereinafter, the "Closing Date").

3.2 Duties of Seller at Closing. At Closing Seller agrees to and, at Seller's sole expense [except as required by (f) below], shall tender and deliver to Buyer at 10:00 o'clock a.m., local time on the Closing Date, in form and substance reasonably satisfactory to Buyer and its counsel, each of the following:

(a) such documents and duly executed instruments as shall be necessary or appropriate to Closing and to carry out the transactions contemplated by and the intent of this agreement, including, without limitation, such warranty deeds, bills of sale and other instruments of conveyance, assignment, consent, or transfer as are sufficient to assign, convey, transfer to, and vest in Buyer the Licenses and all right, title, and interest in and to each item and all of the Assets Sold free and clear of all Liens except Permitted Liens;

(b) peaceful, exclusive, and unencumbered possession of all tangible items of the Assets Sold in the same condition as at this date, reasonable wear-and-tear excepted free and clear of all Liens except Permitted Liens,

(c) the Asset Sold are subject to certain security interests, which will be satisfied from the closing proceeds and releases of the same will be provided at Closing on the Closing Date;

(d) the legal opinion of Seller's Counsel and Seller's FCC Counsel dated as of the Closing Date substantially in the form and containing the substance of Exhibit 3.2;

(e) a duly executed copy of each agreement, consent, waiver, or approval described in paragraph 6.5;

(f) a binding commitment obtained no later than 30 days prior to Closing (at Buyer's sole expense) for issuance of an ALTA Leasehold Owner's Policy of Title Insurance in Buyer's name with respect to the interest to be covered pursuant to the Lease, such policy to be dated the Closing Date, and to be issued by a title insurance company acceptable to Buyer, and to show no material qualification or exception that is unacceptable to Buyer or that would materially, adversely affect marketability of title to the leasehold property or its use in Station's business as currently used, such commitment to be in an amount at least equal to the then fair market value of the leased property and of all improvements and fixtures located thereon;

(g) certified copies of any resolutions authorizing and approving Seller's execution, delivery and performance of this Agreement and consummation of the transaction contemplated hereby;

(h) a copy of such, nondisturbance or similar agreement(s) [collectively, the "Nondisturbance Instrument(s)"] as then reasonably may be required by Buyer, each to be

executed by Seller and by all other parties thereto other than Buyer and to be in form and substance reasonably satisfactory to Buyer;

(i) each other document, opinion, waiver, consent, certificate, statement, or instrument that this Agreement requires Seller to deliver;

(j) an assignment of the Lease in the form and substance of Exhibit 3.2(j) attached duly executed by Seller together with the written consent of Lessor, if required;

(k) such net cash payment to Buyer as may be necessitated by paragraph 2.3;  
and

(l) such documents and duly executed instruments as shall be reasonably necessary or appropriate to Closing and to carry out the transactions contemplated by and the intent of this agreement.

3.3 Duties of Buyer at Closing. Contemporaneously with Seller's performance of Seller's obligations described in paragraph 3.2, on Closing Buyer agrees to and, at Buyer's sole expense, shall tender and deliver to Seller in form and substance reasonably satisfactory to Seller and Seller's Counsel, each of the following:

(a) the Purchase Price, adjusted and paid as herein agreed;

(b) certified copies of any necessary resolutions authorizing and approving Buyer's execution and delivery of this Agreement and consummation of the transactions contemplated hereby;

(c) the legal opinion of Buyer's counsel dated as of the Closing Date substantially in the form and containing the substance of Exhibit 3.3;

(d) such net cash payment to Seller as may be necessitated by paragraph 2.3;  
and

(e) such documents and duly executed instruments as shall be necessary or appropriate to Closing and to carry out the transactions contemplated by and the intent of this Agreement.

3.4 Certain Liabilities. Unless and except as otherwise provided herein or as Buyer hereafter may otherwise expressly agree in an agreement executed by Buyer at Closing, Buyer assumes no liability of Seller, contractual or otherwise, and Seller covenants and agrees with and for the benefit of Buyer that Seller will discharge all of Seller's Liabilities and obligations in the ordinary course when due and payable, including all obligations for payment of Seller's accounts payable.

3.5 Transfer Assurances. After Closing, on Buyer's reasonable request Seller shall take or cause to be taken all such further actions and shall execute, acknowledge, and deliver all such instruments as reasonably may be required to memorialize or effectuate the transactions

occurring at Closing in order to ensure that Buyer receives and realizes all of Seller's rights in the Assets as of Closing as herein provided for.

#### 4. SELLER'S REPRESENTATIONS AND WARRANTIES:

To induce Buyer to enter into and perform pursuant to this agreement, Seller represents and warrants to Buyer that each of the following is true or will be true at Closing:

4.1 Organization, Qualification, Authorization, Etc. Seller is validly existing and in good standing under the laws of the jurisdiction of its organization, and is qualified to do business in each jurisdiction in which the Assets Sold are located. Seller has requisite power and authority (i) to execute and deliver this Agreement and all of the other agreements and instruments to be executed and delivered by Seller pursuant hereto (collectively, the "Seller Ancillary Agreements"), to consummate the transactions contemplated hereby and thereby and to comply with the terms, conditions and provisions hereof and thereof, and, (ii) to conduct its business as it is now being conducted, to own and (subject to the TBA and Pioneer's rights thereunder which shall be terminated prior to the Closing Date and no longer a qualification of this representation) operate the Station, and to own, possess, occupy and use the Assets Sold.

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

4.3 No Conflicts. Subject to the closing of Seller's acquisition of the Licenses and Station-related assets from Pioneer (the "Pioneer Closing"), neither the execution and delivery by Seller of this Agreement or the consummation by Seller of any of the transactions contemplated hereby nor compliance by Seller with or fulfillment by Seller of the terms, conditions and provisions hereof will: (i) conflict with any organizational documents of Seller or any law, judgment, order or decree to which Seller is subject or, any Contract; or (ii) require the approval, consent, authorization or act of, or the making by Seller of any declaration, filing or registration with, any third party or any foreign, federal, state or local court, governmental or regulatory authority or body, except the consent of the FCC.

4.4 Call Signs. Seller has the full and exclusive right to use the call sign presently in effect under Commission regulations, and as of the Closing Date the use of such call sign and such other names or slogans as are being or have been used by Seller will not infringe upon or violate any use or right to use of or by any other person.

4.5 Seller's Licenses. As of the Closing Date, Seller will hold such valid Licenses and authorizations issued by the FCC and listed on Exhibit 1.1(c) as are necessary to own and operate the Station, including, as at present, a regular, full term, unconditional License

authorizing operation of the Station and each auxiliary station License, including each subsidiary communication authorization presently associated therewith all without material change, limitation, restriction, or qualification. The FCC Licenses are in full force and effect and have not been revoked, suspended, canceled, rescinded or terminated and have not expired. There is not pending any action by or before the FCC to revoke, suspend, cancel, rescind or materially adversely modify any of the FCC Licenses (other than proceedings to amend FCC Rules of general applicability), and there is not now issued or outstanding, by or before the FCC, any order to show cause, notice of violation, notice of apparent liability, or notice of forfeiture against Seller with respect to the Station. The Station is operating in compliance in all material respects with the FCC Licenses, the Communications Act, and the FCC Rules.

4.6 Environmental Matters. To Seller's knowledge except as set forth on Exhibit 4.6, no part of the Assets Sold ever have been used (in violation of any law, rule, or regulation) to generate, manufacture, refine, transport, release, treat, store, handle, or dispose of any hazardous, industrial, toxic, or harmful substances, wastes, or materials (e.g. asbestos, urea, formaldehyde, polychlorinated biphenyls, or other waste exhibiting hazardous characteristics) or any substance or element the generation, release, storage, use, or handling of which is identified, prohibited or regulated (singly, a "Hazardous. Material"; collectively, "Hazardous Materials") by or pursuant to any law, rule, or regulation (federal, state, or local) regarding (a) health or safety, or (b) the effect on or use of land, water, air, or the environment (e.g. the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; 42 U.S.C.; §6.01 et seq.; RCRA; or similar acts) (singly, an "Environmental Law," collectively, the "Environmental Laws"), or (c) the use, transport, handling, storage, treatment, release or disposal of any such Hazardous Materials. To Seller's knowledge, no event has occurred and no condition exists or affects any part of the Assets Sold that, if known to the proper authorities, could result in any material complaint, notice, citation, action, proceeding, or investigation before any authority in connection with any Hazardous Material or any Environmental Law or the violation thereof or any claim against or liability to Seller or Buyer arising out of or based on any Environmental Law or the breach or enforcement thereof.

4.7 Conduct of Business; Absence of Change. Seller has conducted the business only in the ordinary course; and there has not been (i) any material, adverse change in the condition of Seller, the Assets Sold or the Licenses, that would materially and adversely impact Buyer's use of the Station or in any local laws, rules, or regulations applicable thereto, and (ii) any fire, explosion, storm, accident, condemnation, damage, theft, destruction, fraud, or loss (whether or not covered by insurance) materially and adversely affecting any part or parts of the Station, Seller's business. or any part of the Assets Sold.

4.8 Ownership of Station and Title to Assets Sold. Except as otherwise expressly disclosed and described as permitted liens in Exhibit 4.8 ("Permitted Lien(s)"), and except for property leased by Seller pursuant to leases listed on Exhibit 1.1(e), at Closing, Seller will be the sole owner, of the Assets Sold and will have, and at and as of Closing, will convey and transfer to Buyer, full and exclusive legal, equitable, good, record (where applicable), and marketable title to and all rights in (and the right to immediate, exclusive, peaceful, and unencumbered possession of the Assets Sold free and clear of any and all liens except any then

existing Permitted Liens. Seller warrants title conveyed to Buyer against the claims of any and all persons, subject to any Permitted Liens.

4.9 License and Permits. At Closing, Seller will hold all franchises, licenses (including the Licenses), certificates, or permits needed to possess, own, lease, use, or occupy the Assets Sold, to operate the Station, or to conduct Station's present business, each will be in full force and effect according to its terms, and no action will be pending or threatened looking toward the amendment, revocation, restriction, or revision of any of them, except for any regularly scheduled termination (subject to renewal) of any such licenses.

4.10 Tax Matters. Seller has properly and timely filed in correct form with appropriate governmental authorities all tax returns required to be filed by Seller; all taxes due and payable by Seller have been "properly and timely reported, determined, and paid, and Seller has no liability for payment of any unpaid tax, interest thereon, or any related penalty. Seller has paid or shall pay at or before Closing any and all taxes then due and payable (including all sales or use taxes due and payable by Seller and arising upon Closing) arising out of or becoming due or payable because of Closing or the purchase or sale of the Assets Sold, and all taxes and assessments levied against Seller, the Station or the Assets Sold with reference to or arising out of any event occurring at or prior to Closing.

4.11 Claims or Litigation. Except as set forth and described on Exhibit 4.11, to the best of Seller's knowledge, there is no basis for, and there is not now pending or threatened, any suit, action, proceeding, charge, claim, dispute, investigation, or inquiry against, or relating to, or that might result, singly or in the aggregate, in any material liability upon Seller, the Assets Sold, the Station, Seller's business, or any of them or any part or parts thereof including but not limited to any petition or action in any bankruptcy court as to Seller, and nothing restrains or prohibits Closing or the consummation of the transactions contemplated hereby or questions the legality, validity, or enforceability of this Agreement or any action taken or to be taken pursuant hereto or in connection with the transactions contemplated hereby. There are no existing or pending orders, judgments or decrees of any court or governmental agency affecting Seller, the Station or the Assets Sold that would materially adversely affect the Station's operations or the Assets Sold.

4.12 Agreements, Contracts, Leases, Etc. Exhibit 1.1(b) contains an accurate and complete list and brief description of each material agreement, obligation, contract, lease, or commitment (oral or written, express or implied) applicable to or affecting Station as to which Seller is a party, or by which Seller is bound, or which applies to or affects the Assets Sold or any of Station's properties or assets, except contracts for the sale of air time, and an accurate and complete copy of each such Contract has been or forthwith will be supplied to Buyer. Except as so listed and described in Exhibit 1.1(b) Seller is not a party to any other material agreement (oral or written, express or implied) that affects Station or all or any part of the Assets Sold. Each of the Contracts is in full force and effect and to the best of Seller's knowledge is legal, valid, binding, and enforceable in accordance with its terms; Seller has not defaulted as to or breached, nor has Seller received notice of any claim or assertion that Seller has defaulted as to or breached, any term or condition of any Contract or other agreement applicable to Seller, and no

event has occurred that with notice or the lapse of time, or both, would constitute such a breach or default. At Closing Seller will use its best efforts to assign all of Seller's rights under each Contract to Buyer, and Seller knows of no term, condition, or provision of, or event affecting, any Contract that might affect the validity, continuation, or effectiveness thereof, or that might prevent Buyer from realizing Seller's present rights therein and all benefits to accrue thereunder after Closing.

#### 4.13 Labor Matters.

(a) Seller is not a party to any collective bargaining agreement that determines the terms and conditions of employment of any employees of Seller.

(b) With respect to the Station:

(i) There is no labor strike, dispute, slow-down or stoppage pending or, to the knowledge of Seller, threatened against the Station;

(ii) There are neither pending nor, to Seller's knowledge, threatened, any suits, actions, administrative proceedings, union organizing activities, arbitrations, grievances or other proceedings between Seller and any employees of the Station or any union representing such employees; and there are no existing labor or employment or other controversies or grievances involving employees of the Station which have had or are reasonably likely to have a material adverse effect on the operation of the Station.

(iii) (A) Seller is in compliance in all material respects with all laws, rules and regulations relating to the employment of labor and all employment contractual obligations, including those relating to wages, hours, collective bargaining, affirmative action, discrimination, sexual harassment, wrongful discharge and the withholding and payment of taxes and contributions except for such non-compliance which individually or in the aggregate would not have a material adverse effect on the business or financial condition of the Station; (B) Seller has withheld all amounts required by law or agreement to be withheld from the wages or salaries of its employees; and (C) Seller is not liable to any present or former employees or any governmental authority for damages, arrears of wages or any tax or penalty for failure to comply with the foregoing except for such liability which individually or in the aggregate would not have a material adverse effect on the business or financial condition of the Station;

(iv) Buyer's consummation of the transactions contemplated by this Agreement in accordance with the terms hereof shall not, as a result of or in connection with the transactions contemplated hereby, impose upon Buyer the obligation to pay any severance or termination pay under any agreement, plan or arrangement binding upon Seller.

4.14 Employee Benefit Plans. Buyer's consummation of the transactions contemplated by this Agreement in accordance with the terms hereof shall not, as a result of or in connection with the transactions contemplated hereby, impose upon Buyer any obligation under any benefit plan, contract or arrangement (regardless of whether they are written or unwritten,

funded or unfunded) covering employees or former employees of Seller in connection with their employment by Seller. For purposes of this Agreement, “benefit plans” shall include without limitation employee benefit plans within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended, vacation benefits, employment and severance contracts, stock option plans, bonus programs and plans for deferred compensation.

4.15 Compliance with Law. Seller has complied in all material respects with all laws, regulations, rules, writs, injunctions, ordinances, franchises, decrees or orders of any court or of any foreign, federal, state, municipal or other governmental authority that are applicable to the operation of the Station. There is no action, suit or proceeding pending or to Seller’s knowledge threatened against Seller in respect of the Station that will subject Buyer to liability or which questions the legality or propriety of the transactions contemplated by this Agreement. To Seller’s knowledge, there are no governmental claims or investigations pending or threatened against Seller in respect of the Station (except those affecting the industry generally).

4.16 Financial Information. Seller has previously delivered to Buyer (i) revenue and expense summaries for the Station for the years of 2001 and 2002, (ii) detailed revenue and expense statements for the months of October, November and December, 2002, and (iii) balance sheets for the Station as of each of the dates referenced in (i) above (the “Financial Information”). The Financial Information fairly presents the financial position of the Station as of the respective dates of the balance sheets listed above and the results of operations for the respective periods covered by the statements of income listed above, and the Financial Information is complete and accurate in all material respects, subject to customary audit adjustments, footnotes and disclosures that would normally be made at the end of the fiscal year.

4.17 Insurance. There is now in full force and effect with reputable insurance companies fire and extended coverage insurance with respect to all material tangible Assets Sold and public liability insurance, all in commercially reasonable amounts.

4.18 No Undisclosed Liabilities. As of the Closing, Seller will have no liabilities or obligations of any nature, whether or not accrued, contingent or otherwise, that relate to the Station or the Assets Sold, except liabilities or obligations that would not in the aggregate materially restrict, limit, increase the cost or burden of or otherwise materially adversely affect or materially impair the right of Buyer to the ownership, use, control, enjoyment or operation of the Station.

4.19 Statements, Etc., True and Not Misleading. No representation or warranty made by Seller in this agreement, and no record, document, statement, instrument, or certificate furnished or to be furnished to Buyer (its representatives, agents, attorneys, or accountants) pursuant to this agreement, or in connection with Closing or the transactions contemplated hereby, contains or will contain any untrue statement of a material fact, or omits or will omit to state any material fact necessary in order to make the statements contained herein or therein not misleading in the circumstances.

4.20 Conveyances, Etc. When delivered to Buyer at Closing, the instruments of conveyance, assignment, consent, or transfer will constitute legal, valid, and binding obligations of each party thereto, and such instruments will be effective to vest in Buyer, and as of Closing Buyer will thereby receive and become, the sole, vested owner of all right, title, and, interest in and to the Assets Sold as and to the extent herein provided.

4.21 Solvency. Seller is solvent as that term is defined in the federal Bankruptcy Code and will not be rendered insolvent by the transaction contemplated hereby and immediately after giving effect thereto, Seller will be able to pay all of Seller's liabilities, obligations and judgments as they become due in the ordinary course of business. Seller is not now and has never been a party to any bankruptcy proceeding. There are no claims or actions pending or threatened that have the potential to render Seller insolvent.

5. CONDUCT PRIOR TO CLOSING:

Seller covenants and agrees that prior to and until Closing:

5.1 Conduct of Business. Subject to the Pioneer Closing and termination of the TBA, Seller will conduct its business diligently, only in the ordinary course, in accordance with its customary policies, and except as may otherwise be expressly permitted or required hereby, and without Buyer's prior written consent expressly identifying and referring to this paragraph 5.1, which consent shall not unreasonably be withheld, Seller will not directly or indirectly do or agree to do any one or more of the following:

(a) further encumber, mortgage, pledge, or subject the Assets or any part thereof to any Lien, security interest, charge, or encumbrance;

(b) grant, agree to, offer, or pay any kickback, discount, incentive payment, commission, or promotional or other allowance to any advertiser or customer, or sell or agree to sell or otherwise dispose of any part of the Assets Sold other than for value and in the ordinary and usual course of business and except for Assets Sold that are replaced with assets of equivalent kind and value;

(c) terminate, restrict, or waive any right materially affecting the value of the Assets Sold;

(d) conduct its business other than in compliance with all laws, rules, and regulations of all local, state, and federal governmental authorities, entities, and agencies; or

(e) enter into any contract or other commitment binding upon Seller or Station for a period of more than thirty (30) days or other than in the ordinary course of business;

(f) amend or terminate any existing Contract, other than in the ordinary course of business or in accordance with its terms and not in any manner that is materially adverse to Buyer;

(g) increase the compensation of or grant any bonus to any employee other than in the ordinary course of business.

5.2 Reports; Taxes; Etc. Seller will properly and timely file all necessary reports or returns with federal, state, foreign, local, or other authorities (including taxing authorities) and on or before the Closing Date will pay all taxes, charges, or assessments then due and payable by Seller or the Station.

5.3 Affirmative Comments. Seller shall:

(a) Comply in all material respects with all Contracts now or hereafter existing that are material, individually or in the aggregate, to the operation of the Station;

(b) Use reasonable commercial efforts to maintain insurance upon all of the Assets Sold and commercial general liability coverage in such amounts and of such kind comparable to that in effect on the date hereof with respect to such Assets Sold and with respect to the operation of the Station, with insurers of substantially the same or better financial condition;

(c) Promptly notify Buyer of any material default by, or claim of default against any party under any Contracts that are material, individually or in the aggregate, to the operation of the Station, and any event or condition that, with notice or lapse of time or both, would constitute an event of default under such Contracts;

(d) Not introduce any material change with respect to the operation of the Station including, without limitation, any material changes in the broadcast hours of the Station or any other material change in the Station's programming policies, except such changes as in the sole judgment of Seller are required by the public interest and termination of the TBA as of the Pioneer Closing;

(e) Notify Buyer of any material litigation pending or threatened against Station or any material damage to or destruction of any assets included or to be included in the Assets Sold.

5.4 Commission Application. As expeditiously as is possible, Seller will join with Buyer in filing or causing to be filed with the FCC an appropriate, formal application (the "Application"); for consent to the assignment from Seller to Buyer of each of the Station's Licenses and authorizations. Thereafter, Seller will cooperate with Buyer in processing the Application to conclusion, and Seller and Buyer will promptly supply all information, filings, and documentation required by the FCC. Each of Buyer and Seller shall pay such fees and expenses as may be incurred by or imposed on such party by the FCC during such process. The parties agree that time is of the essence once the Application is filed with the FCC.

5.6 Consents to Assignment. The parties shall use commercially reasonable efforts to obtain any third party consents necessary for the assignment of any Contract (which shall not require any payment to any such third party). To the extent that any Contract may not be assigned without the consent of any third party, and such consent is not obtained prior to Closing, this Agreement and any assignment executed pursuant hereto shall not constitute an assignment thereof, but to the extent permitted by law shall constitute an equitable assignment to Buyer of Seller's rights and obligations under the applicable Contract, with Seller making available to Buyer the benefits thereof and Buyer performing the obligations thereunder on Seller's behalf.

5.7 Employee Matters. Prior to Closing, Seller shall deliver to Buyer a list of employees of the Station that Seller does not intend to retain after Closing. Buyer may interview and elect to hire such listed employees, but not any other employees of Seller. Buyer is obligated to hire only those employees that are under employment contracts (and assume Seller's obligations and liabilities under such employment contracts arising from or related to the period after the Closing Date) that are included in the Contracts. With respect to employees hired by Buyer ("Transferred Employee"), to the extent permitted by law, Seller shall provide Buyer access to its personnel records and such other information as Buyer may reasonably request prior to Closing. Seller shall remain solely liable for any and all obligations with respect to any employee that is not a Transferred Employee. With respect to such Transferred Employees, Seller shall be responsible for the payment of all compensation and accrued employee benefits payable by it until Closing and thereafter Buyer shall be responsible for all such obligations payable by it. Buyer shall permit all employees it hires to participate in its "employee welfare benefit plans" and "employee pension benefit plans" (as defined in Section 3(1) and 3(2) of ERISA, respectively) in which similarly situated employees are generally eligible to participate; provided, however, that all such employees and their spouses and dependents shall be eligible for coverage immediately after Closing (and shall not be excluded from coverage on account of any pre-existing condition) to the extent permitted under such plans. For purposes of any length of service requirements, waiting periods, vesting periods or differential benefits based on length of service in any such plan for which such employees may be eligible after Closing, Buyer shall use commercially reasonable efforts to ensure that service with Seller shall be deemed to have been service with the Buyer. In addition, Buyer shall use commercially reasonable efforts to ensure that each such employee receives credit under any welfare benefit plan of Buyer for any deductibles or co-payments paid by such employees and dependents for the current plan year under a plan maintained by Seller.

## 6. CONDITIONS TO BUYER'S OBLIGATIONS:

As conditions precedent for the sole benefit of Buyer, which Buyer may waive (but only by and to the extent of its express, written consent given hereafter), Closing and each obligation of Buyer under this Agreement shall be subject to and conditioned upon Buyer being satisfied as to each of the following:

6.1 Compliance with Agreement; No Prohibition. Until, at, or prior to Closing, each term, covenant, agreement, and condition of this agreement to be complied with or

performed by Seller shall have been complied with or performed, and nothing then shall restrain, inhibit, or prohibit Closing.

6.2 Representations and Warranties; Certificate. Unless waived, each of Seller's representations and warranties contained herein shall in all material respects have been true and correct when made, shall be deemed to be made again at and as of Closing, and shall then be in all material respects true and correct, and Seller shall have delivered to Buyer a certificate to such effect, executed by Seller, in such form and containing such substance and giving Buyer such assurances as Buyer reasonably may require.

6.3 Delivery. Buyer shall not have terminated this agreement as permitted hereby, and Seller shall have delivered to Buyer each item required by paragraph 3.2.

6.4 Environmental. A Phase I environmental site assessment of the Seller's real property shall have been completed at Buyer's option within 30 days of the date of this Agreement by a company chosen by Buyer, the cost for such assessment to be borne by Buyer, the results thereof shall have been satisfactory to Buyer, and no part of the Assets Sold shall have been contaminated by any Hazardous Material.

6.5 Approvals and Consents. All agreements, consents, waivers, or approvals necessary or appropriate for Closing or for consummation of the transactions contemplated hereby shall have been obtained from such parties and in such form and substance as is reasonably satisfactory to Buyer, and copies thereof delivered to Buyer.

6.6 Final Order. The FCC's consent to the Application shall have been obtained within three hundred sixty-five (365) days from the date of filing the Application for Consent to Assignment of the Licenses without any condition adverse to Buyer, and each such consent shall have become a Final Order (meaning that it shall no longer be subject to appeal, challenge, review, or reconsideration on any administrative or judicial level, that the time for initiating any further appeal, challenge, review, or reconsideration of any kind shall have expired, and that no action, or request for a stay is pending concerning the Application) ("Final Order") and shall be effective, unchanged, and unamended as of Closing.

6.7 Possession. Seller shall have delivered to Buyer peaceful possession of the Assets Sold, including all of Station's properties and premises leased by Seller for use by the Station, and at Buyer's request Seller shall have obtained and delivered to Buyer duly executed subordination or Nondisturbance Instruments in form and substance reasonably satisfactory to Buyer, assuring to Buyer quiet possession of any such leased property and premises for the term of the lease.

6.8 Litigation. No litigation, investigation, or proceeding of any kind shall have been instituted that would restrain or prohibit Closing hereunder, or adversely affect Buyer's rights hereunder or its ability to utilize the Assets Sold and operate the Station upon Closing hereunder.

6.9 Closing Adjustments. Buyer and Seller shall have agreed upon the Closing Adjustments to be made at Closing as memorialized by a closing statement executed at Closing by Buyer and Seller.

7. INDEMNIFICATION AND RISK OF LOSS:

7.1 Buyer's Indemnity. Subject to the limitations, of paragraph 7.3, Seller agrees to indemnify, defend, and hold Buyer, its owners, officers, agents, representatives, successors and assigns, jointly and severally, harmless from and against each, any, and all actions, suits, causes of action, losses, costs, claims, damages, response costs, liabilities, fines, judgments, or expenses (including all consequential or incidental damages and all attorneys' fees) (singly a 'Claim'; collectively the "Claims") asserted against or incurred or sustained by each, any, or all of them as a result of any actions by a person or persons arising out of, based upon, or on account of, in whole or in part, each, any, or all of the following: (i) any violation of any law, rule, or regulation or any act or failure to act by Seller or any one or more of Seller's agents, representatives, servants, or employees (or any other person or entity for which Seller is or may be held responsible), (ii) any agreement made by, Claim against, or liability of Seller, (iii) the conduct of Seller's business or the ownership, use, or operation by Seller of either or both of the Station or the Assets Sold, or any part or parts thereof, at any time prior to Closing, (iv) any payment received, directly or indirectly, by Seller at any time or times prior to Closing, or (v) any Lien existing at Closing on or as to any part or all of the Assets Sold, other than a Permitted Lien. As to each Claim the obligations imposed hereby shall include, but not be limited to, an obligation to pay to or for Buyer all costs incurred by or for Buyer to investigate, defend, or settle such Claim and all amounts necessary to put Buyer in the same position and condition that Buyer would have been in if such Claim had not arisen.

7.2 Seller's Indemnity. Subject to the limitations of paragraph 7.3, Buyer agrees to indemnify, defend, and hold Seller, its owners, officers agents, representatives, successors and assigns, jointly and severally, harmless from and against each, any, and all Claims asserted against or incurred or sustained by each, any, or all of them as a result of any actions by a person or persons arising out of, based upon, or on account of, in. whole or in part, each, any, or all of the following: (i) any violation of law, rule, or regulation or any act or failure to act by Buyer or any one or more of Buyer's agents, representatives, servants, or employees (or any other person or entity for which Buyer is or may be held responsible), (ii) any agreement made by, Claim against, or liability of Buyer, or (iii) the conduct of Buyer's business or the ownership, use, or operation by Buyer, of either or both of the Station or the Assets Sold, or any part or parts thereof, at any time after to Closing. As to each Claim the obligations imposed hereby shall include, but, not be limited to, an obligation to pay to or for Seller all costs incurred by or for Seller to investigate, defend, or settle such Claim and all amounts necessary to put Seller in the same position and condition that Seller would have been in if such Claim had not arisen.

7.3 Limitations on Indemnity. These obligations to indemnify shall be enforceable only after the aggregate amount of all Claims against Buyer or Seller, as applicable, shall have exceeded \$25,000 and shall survive Closing but expire as to all Claims first arising after the last day of the twelfth (12th) full calendar month following Closing except for Claims against Seller for taxes or penalties, or (ii) based on any Lien on any part of the Assets Sold existing at or before Closing, or (iii) for violation of any Environmental Law or the misuse of any Hazardous Material, or (iv) based on uninsured title defect(s) applicable to any part of the

Assets Sold, and for each such excepted Claim the obligation to indemnify shall survive until barred by operation of law.

7.4 Risk of Loss. Until Closing, the risk of destruction of or loss or damage to the Station or any part of the Assets Sold arising from any actual or proposed condemnation or taking of all or any part of the Assets Sold or of the Station by governmental authority or by exercise of the power of eminent domain, or from any fire, explosion, riot, flood, war, or other cause or casualty shall remain with Seller. If Seller becomes aware of any such actual or potential taking, loss, damage, or destruction, Seller will promptly notify Buyer of all particulars thereof prior to Closing. If such damaged property is material to Station's operations or value and is not completely replaced or repaired and restored to its former condition by Seller before the Closing Date then Buyer at Buyer's sole option may: (a) by notice to Seller postpone the Closing Date or abandon and terminate this Agreement and all obligations of Buyer hereunder, or (b) effect Closing, in which case Seller shall assign and pay to Buyer all insurance proceeds received or to be received by Seller with respect to policies insuring the Assets Sold and there shall be an appropriate reduction in the Purchase Price to reflect the amount of any uninsured loss, damage, or destruction to the Assets Sold.

#### 8. BUYER'S REPRESENTATIONS AND WARRANTIES:

To induce Seller to enter into and perform pursuant to this Agreement, Buyer represents and warrants to Seller that each of the following is true:

8.1 Corporate Organization. Buyer is duly organized, validly existing, and in good standing under the laws of the Commonwealth of Pennsylvania and has all requisite power and authority as such to conduct its business as it is now being conducted and to own its properties and assets.

8.2 Authorization for Agreements. Buyer's execution and delivery of this Agreement have been duly and validly authorized by all necessary action on the part of Buyer, and this Agreement constitutes a valid and binding obligation of Buyer in accordance with its terms, except in each case as such enforceability may be limited by bankruptcy, moratorium, insolvency, reorganization or other similar laws affecting or limiting the enforcement of creditors' rights generally and except as such enforceability is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

8.3 No Conflict. Subject to the FCC's approval of this transaction, the execution, delivery, and consummation of this Agreement do not and will not conflict with any of the provisions of Buyer's organizational documents or violate any provision of law.

8.4 FCC Approval. Buyer is qualified to be the licensee of the Station and knows of no reason why the FCC (i) would not approve an application for the assignment of the Licenses to it or (ii) would require any type of waiver before approving the Application for the assignment of the Licenses to it except as previously disclosed in writing by Buyer to Seller.

8.5 No Conflicting Agreements. As of the Closing Date, there are no agreements, contracts, understandings, or Commitments. that will restrain or inhibit the right of Buyer to enter into this agreement, make any representations or warranties herein, and/or consummate any of the transactions contemplated herein.

8.6 Representations and Warranties. The representations and warranties made by Buyer in this Agreement are true and correct and are not, and will not be on the Closing Date, false or misleading individually or in the aggregate with respect to any material fact and do not and will not omit to state a material fact required to be stated therein when necessary in order to make the statements contained herein not materially false or misleading

8.7 No Litigation. There are no suits, legal proceedings, or investigations of any nature pending or, to Buyer's knowledge, threatened against or affecting Buyer that would affect Buyer's ability to carry out the transactions contemplated by this Agreement.

## 9. CONDITIONS TO SELLER'S OBLIGATIONS.

As conditions precedent for the sole benefit of Seller, which Seller may waive (but only by and to the extent of its express, written consent given hereafter), Closing and each obligation of Seller under this Agreement shall be subject to and conditioned upon Seller being satisfied of each of the following

9.1 Delivery. Buyer shall have delivered to Seller each item as and when required by paragraph 3.3.

9.2 Representations and Warranties. Unless waived, each of Buyer's representations and warranties contained in Section 8 shall in all material respects have been true and correct when made, shall be deemed to be made again at and as of Closing and shall then be in all material respects true and correct.

9.3 No Litigation. No litigations, investigation, or proceeding of any kind shall have been instituted that would restrain or prohibit Seller from carrying out the transactions contemplated by this Agreement.

9.4 Final Order. The FCC's consent to this Application shall have been obtained and become a Final Order.

9.5 Payment. All payments hereunder that are due and payable by Buyer on the Closing Date shall have been paid in accordance with the terms of this agreement, and Buyer shall have executed all of the documents required of it by paragraph 3.3.

## 10. MISCELLANEOUS:

10.1 Notices. Each notice, consent, request, demand or other communication required or permitted hereunder shall be in writing and shall be deemed to have been duly given only upon the earlier of receipt (by hand delivery, fax, or otherwise) or five (5) days after having been mailed, certified or registered United States mail, postage prepaid, addressed as follows:

if to Buyer:                      Susquehanna Radio Corp. Attn: David E. Kennedy  
140 E. Market Street  
York, PA 17401  
Facsimile No.: 717/771-1436

With a copy to:                 Craig W. Bremer  
140 East Market Street  
York, PA 17401  
Facsimile No.: 717/771-1440

if to Seller:                      Lancaster-York Broadcasting, LLC  
c/o Brill Media Company, Inc.  
Post Office Box 3353  
Evansville, Indiana 47732  
Attention: Mr. Alan R. Brill

With copy to:                    Charles W. Laughlin, Esquire  
Thomson and McMullan, PC  
100 Shockoe Slip, 3<sup>rd</sup> Floor  
Richmond, VA 23219  
Facsimile No.: 804/780-1813

or when so delivered or mailed to such other place or person as a party hereafter from time to time may have designated in a prior written notice to the other party,

10.2 Survival of Representations and Warranties. Each representation or warranty made herein shall remain operative and in full force and effect regardless of and shall not be affected by any investigation made or knowledge obtained by or on behalf of Seller or Buyer prior to Closing and shall survive Closing.

10.3 Termination.

(a) Buyer's Termination. Without incurring any liability to Seller, Buyer as the terminating party in its sole discretion shall have the right to and may, but shall not be obligated to, rescind, abandon, or terminate this agreement and Buyer's obligations hereunder by notice to Seller within thirty (30) days after Buyer learns of the occurrence, or recurrence of any of the following: (i) failure of Seller (x) to effect Closing on the Closing Date as required of Seller hereby, or (y) to have cured each material default under or breach of any covenant, agreement, term, condition, representation, or warranty binding on Seller before the earlier to occur of (A) the Closing Date, or (B) the thirtieth (30th) day after notice thereof from or on

behalf of Buyer; (ii) the Consent to the Application has not been granted by the FCC within twelve (12) months after acceptance of the Application for the Assignment of License by the FCC. If the consent has been granted but is not yet final the parties agree to extend this Agreement for the period of time required for finality in the ordinary course, or (iii) the FCC makes a material, adverse change in any of the Station's broadcast Licenses.

(b) Seller's Termination. Without incurring any liability to Buyer, Seller as the terminating party in its sole discretion shall have the right to and may, but shall not be obligated to, rescind, abandon, or terminate this agreement and Seller's obligations hereunder by notice to Buyer within thirty (30) days after Seller learns of the occurrence, or recurrence of any of the following: (A) any failure of Buyer (i) to effect Closing on the Closing Date as required of Buyer hereby, or (ii) to have cured each material default under or breach of any covenant, agreement, term, condition, representation, or warranty binding on Buyer before the earlier to occur of (x) the Closing Date, or (y) the thirtieth (30th) day after notice thereof from or on behalf of Seller, or (B) the Consent to the Application has not been granted by the FCC within twelve (12) months after acceptance of the Application for the Assignment of License by the FCC. If the consent has been granted but is not yet final the parties agree to extend this Agreement for the period of time required for finality in the ordinary course.

10.4 Successors and Assigns. This Agreement and each provision hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and may not be assigned without the prior written consent of all parties hereto except that Buyer may assign it to a subsidiary so long as Buyer remains liable for the performance hereunder if the subsidiary fails to perform.

10.5 Indemnity Concerning Brokers. Buyer and Seller represent and warrant each to the other that Kalil and Co., Inc. is the only broker that has been used, employed, or connected with this transaction, and Seller shall be solely responsible for paying such broker's fees and commissions.

10.6 Amendment and Waiver. Except for a waiver by Seller pursuant to Section 9 or by Buyer pursuant to Section 6, no provision of this Agreement may be amended or its observance waived (whether generally or in a particular instance and whether retroactively or prospectively) except with and by the waiving party's prior, express, written consent. No other act, failure to act, or course of dealing shall cause or constitute a waiver by Buyer or Seller.

10.7 Lien Definition. Wherever used in this Agreement, the term "Liens" (singly, "Lien") shall mean and each, any, and all liens, mortgages, security interests, pledges, title retention devices, claims (legal or equitable, including without limitation, liability to or claims of any taxing authority, creditor, or other person), conditional sale. or other agreements, encumbrances, leases, trusts, options, servitudes, rights, charges, assessments, consignments or bailments, reservations, exceptions, encroachments, easements, rights-of-way, conditions, restrictions, imperfections or deficiencies of title, or liabilities of any nature and however arising [including those arising from violation of or non-compliance with any law, ordinance, rule, or regulation (including, without limitation, municipal ordinances relating to the zoning, occupancy, or use of real property)], whether recorded or unrecorded, choate or inchoate, or appurtenant or

non-appurtenant, and whether arising by operation of law or otherwise, whether dependent on or independent of possession, whether known or unknown, and whether now in existence or to come into existence merely by the giving of notice or the lapse of time, or both.

10.8 Control of the Station. Until Closing, Buyer will not directly or indirectly control, supervise, or direct or attempt to control, supervise, or direct the Station's operations contrary to Commission rules and regulations,

10.9 Governing Law, Arbitration. This Agreement, its enforceability, interpretation, and the legal relationships between the parties created hereby shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, excluding those relating to choice of law or conflicts of laws. Subject to the last sentence of this paragraph, any dispute arising out of or related to this agreement shall be submitted to binding commercial arbitration before a single arbitrator in Philadelphia, Pennsylvania, in accordance with the commercial arbitration rules of the American Arbitration Association. Judgment on the arbitration award, if it is not paid within thirty days, may be entered in any court having jurisdiction over the matter. The arbitrator shall allocate costs among the parties, but each party shall bear its own legal fees. No action at law or in equity based upon any claim arising out of or relating to this Agreement shall be instituted in any court by Buyer or Seller against the other except: (i) an action to compel arbitration pursuant to this paragraph; (ii) an action to enforce the award of the arbitrator rendered in accordance with this Section; or (iii) subject to the regulatory authority of the FCC (including but not limited, to the authority to invalidate or prohibit the enforcement of any contract provision that conflicts with the Act or the rules, regulations, or policies of the FCC) a suit by Buyer for specific performance, injunctive relief, or a temporary restraining order to enforce the provisions of this Agreement in the event of a termination of this Agreement by Seller or a failure or refusal to close by Seller under the terms of this Agreement.

10.10 Headings. The headings of the Sections and paragraphs of this Agreement are for convenience only and are not a substantive part hereof.

10.11 Integration. This Agreement, including its exhibits, which are a material part hereof and are incorporated herein by reference, contains the entire understanding of the parties with respect to the subject matter hereof, and any and all prior understandings and agreements between Buyer and Seller (their agents, principals, or representatives) (other than the Financing Agreement) are merged into this Agreement, which replaces and supersedes all other memoranda, understandings, representations, correspondence, agreements, conversations, or negotiations concerning the subject matter hereof.

10.12 Counterparts. This instrument may be executed in any number of counterparts (each of which shall constitute an original) and when Seller and Buyer shall have executed at least one such counterpart shall constitute but one and the same agreement.

## 11. COLLECTION OF ACCOUNTS RECEIVABLE

For a period of ninety (90) days (the "Collection Period") following Closing, Buyer shall collect as agent for Seller the accounts receivable of the Station in existence as of the Closing date. Seller and Buyer shall agree upon a list produced by Seller of all such accounts receivable to be collected by Buyer. In collecting such accounts receivable, Buyer shall not be required to institute legal proceedings to collect any account receivable, or to defend any claim or counterclaim by any account debtor. All amounts received from an account debtor that also is an account debtor of Buyer after the Closing date shall be applied first to payment of the accounts receivable of Seller, unless the account debtor is disputing the amount owed to Seller. Within ten (10) days of the end of each calendar month of the Collection Period, Buyer shall deliver to Seller the net amount after deducting only any agency fees and similar direct expenses attributable to such accounts receivable, of all amounts collected and credited to the accounts receivable of Seller during the prior calendar month in accordance with this Section. Within ten (10) days of the end of the Collection Period, Buyer shall deliver to Seller all records of uncollected accounts receivable of Seller and any amounts not previously remitted to Seller at which time Buyer's obligation for the collection of Seller's accounts receivable shall cease.

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

Seller:

Lancaster-York Broadcasting, LLC

by: Lancaster-York Broadcasting  
Management, Inc., Its manager

by: \_\_\_\_\_  
a duly authorized officer

Buyer:

Susquehanna Radio Corp.

by: \_\_\_\_\_  
Vice Chairman/CEO