

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made as of May 17, 2007 by and among Blue Chip Broadcasting, Ltd., an Ohio limited liability company ("Blue Chip"), and Hawes-Saunders Broadcast Properties, Inc., a Delaware corporation ("Hawes-Saunders" and collectively with Blue Chip, the "Seller"), Radio One, Inc., a Delaware corporation (but solely for purposes of Section 9.4 of this Agreement) ("Guarantor"), and Main Line Radio, LLC, a Delaware limited liability company ("Buyer").

Recitals

A. Seller, and certain affiliates of Seller (collectively, "Licensee"), own and operate the following radio broadcast stations (collectively, the "Stations") pursuant to certain authorizations issued by the Federal Communications Commission (the "FCC"):

WLRS(FM), Shepherdsville, KY (ID# 51074)
WXMA(FM), Louisville, KY (ID# 37236)
WDJX(FM), Louisville, KY (ID# 55498)
WMJM(FM), Jeffersontown, KY (ID# 10322)
WGZB-FM, Lanesville, IN (ID# 53202)
(the "Louisville Stations")

WROU-FM, West Carrollton, OH (ID# 26451)
WDHT(FM), Springfield, OH (ID# 60252)
WGTZ(FM), Eaton, OH (ID# 25043)
WKSW(FM), Urbana, OH (ID# 10113)
WING(AM), Dayton, OH (ID# 25039)
(the "Dayton Stations")

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

Agreement

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

ARTICLE 1: PURCHASE OF ASSETS

1.1. Station Assets. On the terms and subject to the conditions hereof, at Closing (defined below), except as set forth in Sections 1.2 and 1.3, Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase and acquire from Seller, all right, title and interest of Seller in and to the following assets and properties of Seller that are used or held for use in the operation of the Stations (the "Station Assets"):

(a) all licenses, permits and other authorizations issued to Licensee by the FCC with respect to the Stations (the "FCC Licenses"), including those described on *Schedule*

1.1(a), and all other transferable municipal, state and federal permits, licenses, waivers and authorizations used exclusively in the operation of the Stations, including any renewals or modifications thereof between the date hereof and Closing;

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

(c) all of Seller's leased and owned real property, buildings, structures, towers and improvements, including all easements, rights of way, permits and consents used or held for use in the operation of the Stations (including any other rights, subleases, permits and deposits related to any leased real property) which are listed on *Schedule 1.1(c)* (the "Real Property");

(d) all agreements for the sale of advertising time on the Stations entered into in the ordinary course of the Stations' business and all other contracts, agreements, and leases that are listed on *Schedule 1.1(d)*, together with all contracts, agreements, and leases made between the date hereof and Closing in the ordinary course of the Stations' business and in accordance with the terms and conditions of Section 4.1 below (the "Station Contracts");

(e) all of Seller's rights in and to the Stations' call letters and Seller's rights in and to the trademarks, trade names, service marks, internet domain names, copyrights, programs and programming material, jingles, slogans, logos, advertising customer lists, mailing lists and other intangible property which are used or held for use in the operation of the Stations and listed on *Schedule 1.1(e)* (the "Intangible Property");

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

(g) any rights, claims or causes of action of Seller against third parties arising under warranties and guarantees from manufacturers, vendors and others in connection with the Station Assets; and

(h) all deposits and prepaid expenses (and rights arising therefrom or related thereto), to the extent Seller receives a credit therefor under Section 1.7.

The Station Assets shall be transferred to Buyer free and clear of liens, claims and encumbrances ("Liens") except for Assumed Obligations (defined in Section 1.4), liens for taxes not yet due and payable, liens that will be released at or prior to Closing, and, with respect to the Real Property, such other easements, rights of way, building and use restrictions and other exceptions that do not in any material respect detract from the value of the property subject thereto or impair the use or intended use thereof in the ordinary course of the business of the Stations consistent with past practice (collectively, "Permitted Liens").

1.2. Excluded Assets. Notwithstanding anything to the contrary contained herein, the Station Assets shall not include any other assets of Seller, including without limitation, the following assets or any right, title or interest therein (the “Excluded Assets”):

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

(b) all tangible and intangible personal property of Seller retired or disposed of between the date of this Agreement and Closing in accordance with Article 4;

(c) all Station Contracts that are terminated or expire prior to Closing, whether or not included on *Schedule 1.1(d)*;

(d) Seller’s corporate and trade names (including the name “Radio One”), charter documents, and books and records relating to the organization, existence or ownership of Seller, duplicate copies of the records of the Stations, and all records not relating to the operation of the Stations;

(e) all contracts of insurance, all coverages and proceeds thereunder and all rights in connection therewith, including without limitation rights arising from any refunds due with respect to insurance premium payments to the extent related to such insurance policies;

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

(g) the Stations’ accounts receivable and any other rights to payment of cash consideration for goods or services sold or provided prior to the Effective Time (defined below) or otherwise arising during or attributable to any period prior to the Effective Time;

(h) any non-transferable shrinkwrapped computer software and any other non-transferable computer licenses that are not material to the operation of the Stations;

(i) to the extent arising prior to the Effective Time all rights and claims of Seller, whether mature, contingent or otherwise, against third parties with respect to the Stations and the Station Assets;

(j) all deposits and prepaid expenses (and rights arising therefrom or related thereto), except to the extent Seller receives a credit therefor under Section 1.7;

(k) all claims of Seller with respect to any tax refunds;

(l) any accounting systems and other assets that are used in the operation of multiple stations or other business units, each to the extent listed on *Schedule 1.2*; and

(m) the assets, contracts and agreements listed on *Schedule 1.2* (if any).

1.3. Shared Contracts.

(a) The Station Contracts listed on Schedule 1.3 are used in the operation of multiple stations or other business units (the “Shared Contracts”). The rights and obligations under the Shared Contracts shall be equitably allocated among stations and such other business units in a manner reasonably determined by Seller in accordance with the following equitable allocation principles:

- (i) any allocation set forth in the Shared Contract shall control;
- (ii) if none, then any allocation previously made by Seller in the ordinary course of Stations operations shall control;
- (iii) if none, then the quantifiable proportionate benefit to be received by the parties after Closing shall control; and
- (iv) if not quantifiable, then reasonable accommodation shall control.

(b) Buyer shall reasonably cooperate with Seller (and any third party designated by Seller) in such allocation, and the Station Contracts (and Assumed Obligations (defined below)) will include only Buyer’s allocated portion of the rights and obligations under the Shared Contracts (without need for further action and whether such allocation occurs before or after Closing), and the balance of the rights and obligations under the Shared Contracts will be included in the Excluded Assets (and Retained Obligations (defined below)). If designated by Seller, such allocation will occur by termination of the Shared Contract and execution of new contracts. Completion of documentation of any such allocation is not a condition to Closing.

1.4. Assumption of Obligations. On the Closing Date (defined below), Buyer shall assume (i) the obligations under the Assumed Contracts solely to the extent such obligations relate to any period of time on or after the Closing Date, (ii) the obligations described in Section 5.7, and (iii) any other liabilities of Seller to the extent Buyer receives a credit therefor under Section 1.7 (collectively, the “Assumed Obligations”). Except for the Assumed Obligations, Buyer does not assume, and will not be deemed by the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby to have assumed, any other liabilities or obligations of Seller (the “Retained Obligations”). Without limiting the generality of the foregoing, the Retained Obligations shall include, and Buyer will not assume or be liable for, any liability or obligation that is expressly identified as a Retained Obligation on any Schedule.

1.5. Purchase Price. In consideration for the sale of the Station Assets to Buyer, at Closing Buyer shall pay Seller, by wire transfer of immediately available funds, the sum of Seventy-Six Million Dollars (\$76,000,000), subject to adjustment pursuant to Section 1.7 and subject to Section 1.11 (the “Purchase Price”).

1.6. Deposit. On the date of this Agreement, Buyer shall make a cash deposit in immediately available funds in an amount equal to Three Million Eight Hundred Thousand Dollars (\$3,800,000) (the “Deposit”) with Wilmington Trust Company (the “Escrow Agent”) pursuant to an Escrow Agreement of even date herewith among Buyer, Seller and the Escrow Agent. At Closing, the Deposit shall be disbursed to Seller and applied to the Purchase Price and

any interest accrued thereon shall be disbursed to Buyer. If this Agreement is terminated by Seller pursuant to Section 10.1(c), and at such time Buyer does not have a right to terminate this Agreement pursuant to Section 10.1(b), the Deposit and any interest accrued thereon shall be disbursed to Seller. If this Agreement is terminated for any other reason, the Deposit and any interest accrued thereon shall be disbursed to Buyer. The parties shall each instruct the Escrow Agent to disburse the Deposit and all interest thereon to the party entitled thereto and shall not, by any act or omission, delay or prevent any such disbursement. Any failure by Buyer to make the Deposit on the date hereof constitutes a material default as to which the Cure Period under Section 10.1 does not apply entitling Seller to immediately terminate this Agreement.

1.7. Prorations and Adjustments.

(a) All prepaid and deferred income and expenses relating to the Station Assets or arising from the operation of the Stations shall be prorated between Buyer and Seller assuming a 365-day year or a 30-day or 31-day month, as appropriate, and otherwise in accordance with generally accepted accounting principles (“GAAP”), as of 12:01 a.m. on the day of Closing (the “Effective Time”). Such prorations shall include without limitation all ad valorem, real estate and other property taxes (except transfer taxes as provided by Section 11.1), music, seat and other license fees, employee performance incentives set forth in employment agreements or annual compensation plans, advertising to be broadcast after the Effective Time, utility expenses, escrows, rent and other amounts under Station Contracts and similar prepaid and deferred items. Seller shall receive a credit for all of the Stations’ deposits and prepaid expenses. Sales commissions related to the sale of advertisements broadcast on the Stations prior to Closing shall be the responsibility of Seller, and sales commissions related to the sale of advertisements broadcast on the Stations after Closing shall be the responsibility of Buyer. Prorations and adjustments shall be made at Closing to the extent practicable. As to those prorations and adjustments not capable of being ascertained at Closing, an adjustment and proration shall be made within ninety (90) calendar days of Closing.

(b) With respect to trade, barter or similar agreements for the sale of time for goods or services (“Barter Agreements”) assumed by Buyer pursuant to Section 1.1(e), if any, if there exists on the date of assumption an aggregate negative barter balance (i.e., the amount by which the value of air time (based upon the Stations’ then-prevailing rates) to be provided exceeds the fair market value of goods or services to be received therefor), then such excess will be adjusted for as a proration in Buyer’s favor. If, however, there exists on such date an aggregate positive barter balance (i.e., the amount by which the fair market value of goods or services to be received exceeds the value of airtime (based upon the Stations’ then-prevailing rates) to be provided therefor), then such excess will be adjusted for as a proration in Seller’s favor. Notwithstanding the foregoing in this Section 1.7(b), there shall be no adjustment in respect of Barter Agreements until, and only to the extent that, the applicable excess is greater than Twenty Thousand Dollars (\$20,000).

1.8. Allocation. Within sixty (60) days following the Closing, the Buyer and Seller shall work together in good faith to prepare a schedule (an “Allocation Schedule”) allocating the Purchase Price in accordance with the respective fair market values of the Station Assets and the goodwill being purchased and sold in accordance with the requirements of Section 1060 of the Internal Revenue Code of 1986, as amended (the “Code”). In the event Buyer and Seller cannot agree on the allocation to be set forth on the Allocation Schedule, Buyer and Seller (and their

respective affiliates) shall independently determine the manner in which such allocations should be made, and, for all tax purposes, neither Buyer (and any of its affiliates) nor Seller (and any of its affiliates) shall be bound by the other party's allocations.

1.9. Closing. The consummation of the sale and purchase of the Station Assets provided for in this Agreement (the "Closing") shall take place on a date mutually agreeable to Buyer and Seller no later than the tenth business day after the date on which the FCC Consent becomes a Final Order (defined below) (or on such earlier day after the FCC Consent as Buyer and Seller may mutually agree), subject to the satisfaction or waiver of the conditions set forth in Articles 6 or 7 below. The date on which the Closing is to occur is referred to herein as the "Closing Date." The FCC Consent shall have become a "Final Order" if it has not been reversed, stayed, enjoined, set aside, annulled or suspended; with respect to which no timely request for stay, petition for rehearing, appeal or certiorari or *sua sponte* action of the FCC with comparable effect shall be pending; and as to which the time for filing any such request, petition, appeal, certiorari or for the taking of any such *sua sponte* action by the FCC shall have expired or otherwise terminated.

1.10. Governmental Consents.

(a) Within five (5) business days of the date of this Agreement, Buyer and Licensee shall file an application (or applications) with the FCC (the "FCC Application") requesting FCC consent to the assignment of the FCC Licenses to Buyer. FCC consent to the FCC Application without any material adverse conditions other than those of general applicability is referred to herein as the "FCC Consent." Buyer and Licensee shall diligently prosecute the FCC Application and otherwise use their commercially reasonable efforts to obtain the FCC Consent as soon as possible.

(b) If applicable, within ten (10) business days after the date of this Agreement, Buyer and Seller shall make any required filings with the Federal Trade Commission and the United States Department of Justice pursuant to the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act") with respect to the transactions contemplated hereby (including a request for early termination of the waiting period thereunder), and shall thereafter promptly respond to all requests received from such agencies for additional information or documentation. Expiration or termination of any applicable waiting period under the HSR Act is referred to herein as "HSR Clearance."

(c) Buyer and Licensee shall notify each other of all documents filed with or received from any governmental agency with respect to this Agreement or the transactions contemplated hereby. Buyer and Licensee shall furnish each other with such information and assistance as the other may reasonably request in connection with their preparation of any governmental filing hereunder. The FCC Consent and HSR Clearance are referred to herein collectively as the "Governmental Consents."

1.11 Post-Closing Escrows.

(a) To secure any obligation of Seller to indemnify Buyer pursuant to Section 9.2(a)(i), at Closing One Million Dollars (\$1,000,000) of the Purchase Price shall be placed in escrow (the "Indemnity Escrow") pursuant to an Escrow Agreement in substantially the form

attached hereto as Exhibit A (the “Indemnity Escrow Agreement”). If Buyer is entitled to indemnity under Section 9.2(a)(i), Buyer and Seller shall direct the Escrow Agent in writing to disburse to Buyer the amount owing for such indemnity. Any funds remaining in the Indemnity Escrow (including all interest accrued thereon) on the first anniversary of the Closing (or such longer period as provided in Section 9.1 hereof for claims notice of which was given within the twelve (12) month period referenced in Section 9.1 hereof, provided that only such amount of the funds remaining in such escrow as are specifically subject to such notice shall remain in escrow, and all other funds then remaining in such escrow shall be disbursed) shall be disbursed to Seller automatically and without the need for any further action on the part of Seller or Buyer. The parties shall each instruct the Escrow Agent to disburse the Indemnity Escrow and all interest thereon to the party entitled thereto and shall not, by any act or omission, delay or prevent any such disbursement.

(b) In the event that the WKSJ Application (defined below) has not been granted prior to Closing, then in connection with Seller’s obligations pursuant to Section 1.14, at Closing, One Million Dollars (\$1,000,000) of the Purchase Price shall be placed in escrow (the “WKSJ Escrow”) pursuant to an Escrow Agreement in substantially the form of Exhibit B attached hereto (the “WKSJ Escrow Agreement”). In the event that the WKSJ Application is granted (and such grant has become a Final Order or, if not yet a Final Order, if the facility to be constructed pursuant to the granted WKSJ Application has been constructed), or in the event the circumstances described in the second to last sentence of Section 1.14 hereof occur, then the funds held in the WKSJ Escrow shall be disbursed to Seller. In the event that the WKSJ Application is denied and the Seller elects not to continue prosecution or other efforts to obtain a grant thereof (including seeking reconsideration, re-filing of a modified application, or other effort to continue prosecution pursuant to Section 1.14), or that the WKSJ Application has not been granted by the third (3rd) anniversary of the date of Closing, then the funds held in the WKSJ Escrow shall be disbursed to Buyer, provided that Buyer has fulfilled its obligations under Section 1.14. In the event that the funds held in the WKSJ Escrow are disbursed to the Buyer, but the WKSJ Application is granted within three (3) years after the date of the Closing, Buyer shall pay to Seller One Million Dollars (\$1,000,000) within ten (10) business days of the grant of the WKSJ Application. Disbursement of the funds held in the WKSJ Escrow to Buyer shall be the sole remedy of Buyer with respect to matters referenced in Section 1.14, notwithstanding any other provision of this Agreement to the contrary. The parties shall each instruct the Escrow Agent to disburse the WKSJ Escrow and all interest thereon to the party entitled thereto and shall not, by any act or omission, delay or prevent any such disbursement.

1.12 Post-Closing Services for WLRX-FM.

(a) Radio broadcast station WLRX-FM, which is an Excluded Asset, is collocated in the Louisville studio facility with certain of the Stations, and may remain so collocated from and after the Closing. For the avoidance of doubt, other than the assets identified as Excluded Assets on Schedule 1.2 in respect of WLRX-FM, all equipment and other tangible personal property located at the Louisville studio facility are Station Assets acquired by Buyer in accordance with the terms of this Agreement. Buyer will provide Seller or its affiliates access to the Louisville studio facility and certain services and employee time to permit Seller to continue to operate WLRX from such studio facility in substantially the manner that it is currently operated (collectively, the “WLRX Services”). The WLRX Services will include, without limitation, use of such space in the Louisville studio facility as customarily used by such

station, and back office services (including traffic, operations, engineering and technical support). Seller will be solely responsible as licensee of WLRX for programming, sales and control of such station; however, Seller agrees not to solicit advertisers located in the Louisville, KY radio market for air on WLRX. At Closing, Seller and Buyer will, upon Seller's request, enter into one or more agreements in form and substance reasonably satisfactory to Seller and Buyer setting forth the WLRX Services. The WLRX Services may be terminated in whole or in part by Seller upon written notice to Buyer.

(b) Notwithstanding the provisions of Section 5.7 hereof, in connection with the WLRX Services, Seller will designate two persons as its employees for WLRX, who may be drawn from employees of the Stations prior to Closing, or from outside the Stations, or a combination thereof, but who in all events will be reasonably acceptable to Buyer (the "WLRX Employees"). At the conclusion of the WLRX Services, any WLRX Employees who were employees of the Stations will be offered employment by Buyer on the same terms and conditions as set forth in Section 5.7 hereof, it being understood that Buyer shall have no obligation to offer employment to any WLRX Employee who was not an employee of the Stations prior to the date hereof.

(c) Except for the salaries of the WLRX Employees, which shall be paid by Seller, and for the expenses identified on *Schedule 1.12(c)* for which Seller shall remain solely responsible without obligation to Buyer, the WLRX Services shall be free of charge, provided, however, that Seller shall reimburse Buyer promptly upon invoice (with reasonably detailed backup documentation) for the actual out of pocket expenses incurred by Buyer in providing the WLRX Services.

1.13. WLRX Buildout. Seller has filed an Application for Minor Modification (File No. BPH-20070119AEW) (the "WLRX Application"), which is currently pending. Seller shall use commercially reasonable efforts to obtain a grant by the FCC of the WLRX Application. Upon grant of the WLRX Application and issuance of a construction permit in conformity therewith (the "WLRX CP"), Seller shall purchase a new antenna and construct the authorized facilities in accordance with the terms of the WLRX CP and the Communications Act, and the rules, regulations and policies of the FCC (the "WLRX Buildout"), with such construction to be performed in conformity with accepted standards of engineering practice and in a manner reasonably approved by Buyer's engineering consultant, acting in good faith. Seller's engineer shall coordinate with Buyer's engineering consultant concerning material aspects of facility implementation, including, but not limited to, in respect of (a) coordination with site owner concerning clear space on tower and antenna orientation, (b) coordination with antenna manufacturer concerning the design of the antenna, (c) sharing and review of Seller's budget, equipment list and implementation schedule, (d) allowing Buyer's engineering consultant to witness antenna proof of performance at antenna manufacturer test range, and (e) final testing of the facility. Seller shall pay as and when incurred (whether prior to or following the Closing) all of its costs and expenses of obtaining the grant of the WLRX Application, purchasing the new antenna, installing transmission equipment for WLRX consistent with the WLRX Application and negotiating a tower space lease or license. Seller shall provide Buyer with a copy of such lease or license prior to execution, and shall give Buyer a reasonable opportunity to provide input on the terms and conditions thereof. The grant of the WLRX Application shall not constitute a condition precedent to Buyer's obligation to close the transactions described in this Agreement.

1.14. WKSJ Move. Seller has filed an Application for Minor Modification with the FCC (File No. BPH-20070119AGI), which is currently pending (as amended or modified from time to time, including any re-filing or reconsideration of an application that would result in modification of the WKSJ main station license in a manner providing reasonably comparable benefit as compared to the pending application referenced above, the “WKSJ Application”). Prior to Closing, Seller shall use commercially reasonable efforts to obtain a grant by the FCC of the WKSJ Application. Buyer agrees that it will cooperate with Seller in respect of the WKSJ Application and matters ancillary thereto. After the Closing, Buyer (as licensee) will use commercially reasonable efforts to obtain the grant by the FCC of the WKSJ Application. Seller agrees that it will cooperate with Buyer in respect of the WKSJ Application and matters ancillary thereto. In the event the WKSJ Application is dismissed, denied or otherwise not granted, at any time between the date of this Agreement and the third (3rd) anniversary of the date of Closing, if Seller elects that prosecution of the WKSJ Application shall continue, whether through re-filing, reconsideration or other effort, Buyer and Seller shall cooperate with one another in such prosecution. Seller and Buyer shall keep one another reasonably informed of the status and progress of the WKSJ Application. Seller and Buyer shall each pay their own out of pocket costs and expenses incurred to prosecute, or cooperate in the prosecution of, the WKSJ Application, it being understood that Seller will continue to lead the prosecution of the WKSJ Application and pay all filing fees and fees of its consulting engineer and legal counsel, whether incurred prior to or following the Closing.

The prosecution, status or grant of the WKSJ Application shall not in any respect constitute a condition to Buyer’s obligation to close the transactions described in this Agreement. In the event that, from and after the Closing, there is any material disagreement between Buyer and Seller as to the approach to be taken with respect to the WKSJ Application, including whether to file, re-file, amend, modify, or take or omit to take other action with respect to the WKSJ Application and matters ancillary thereto, and provided that the approach proposed by Seller (i) is consistent with applicable FCC rules and regulations and the provisions of this Agreement and (ii) does not impose payment obligations on Buyer, then, to the extent such disagreement has not been resolved consistent with Seller’s approach within ten (10) days after receipt of written notice from Seller specifying such disagreement, the WKSJ Escrow shall promptly be released to Seller, regardless of whether the WKSJ Application has been granted. Notwithstanding the foregoing, after Closing Seller may notify Buyer that it does not intend to pursue further efforts to obtain the grant of the WKSJ Application and that it consents to the release of the WKSJ Escrow to Buyer and, if Seller gives such a notice, Seller shall have no further obligations under this Section 1.14.

1.15 Corporate Ad Sales. From the Closing until the fifth anniversary of the date of Closing (the “Ad Sales Term”), Seller shall sell ads (or resell, in the event Seller elects to purchase such ads itself) on the Stations (x) totaling One Hundred Sixty-Eight Thousand Dollars (\$168,000) per year gross for each of the first three-years of the Ad Sales Term, and (y) totaling One Hundred Thousand Dollars (\$100,000) per year gross for each of the fourth and fifth years of the Ad Sales Term (such amounts for each applicable year of the Ad Sales Term, the “Annual Ad Total”). Within thirty (30) days after the end of each year during the Ad Sales Term, Seller shall provide to Buyer its good faith calculation of the amount of gross ad sales (or resales) for such year, and, for the fourth and fifth years of the Ad Sales Term, the amount of the

commissions as set forth below, and shall identify the amount of any shortfall or excess in respect of the Annual Ad Total for such year. In the event that there is a shortfall in any year during the Ad Sales Term, then Seller shall promptly pay to Buyer the amount of such shortfall in immediately available funds. Seller shall receive a fifteen percent (15%) commission on the net amount of ads sold by Seller under this Section 1.15 in the fourth and fifth years of the Ad Sales Term, which will be paid by Buyer within thirty (30) days of invoice, if not already offset by Seller. All ads sold or purchased on the Stations during the Ad Sales Term by Seller shall be credited against the Annual Ad Total for the applicable year of the Ad Sales Term at the actual rate at which such ads were sold or purchased. Buyer will run such ads in the form, at the times, and otherwise as reasonably agreed between Buyer, on the one hand, and Seller or the applicable advertiser on the other hand, each acting in good faith. If Buyer does not run any such ads in the form, at the times, and otherwise as agreed between Buyer and Seller or the applicable advertiser, then Seller shall nevertheless receive full credit for any such ads against the Annual Ad Total for the applicable year of the Ad Sales Term. For the avoidance of doubt, no ads sold or resold in excess of the Annual Ad Total for any year during the Ad Sales Term shall be credited against the Annual Ad Total for any subsequent year of such Ad Sales Term.

1.16. Contract Cooperation. The Stations' contracts with Metro Networks and Traffic.com are Excluded Assets. However, Buyer is negotiating to enter into its own contracts with such parties effective as of Closing. Seller is willing (and shall cause it affiliates) to cooperate with Buyer in Buyer's efforts to enter into such contracts, and has agreed that, in the event that Buyer is not able, after using its reasonable best efforts, to obtain from Metro Networks and Traffic.com the same or more favorable rates for the Dayton and Louisville markets than the annual rates that Seller has allocated to such markets for such contracts in its budget (being \$82,896 and \$189,825 per annum in respect of the contract with Metro Networks for the Dayton Stations and the Louisville Stations, respectively, and \$21,278 and \$30,397 per annum in respect of the contract with Traffic.com for the Dayton Stations and the Louisville Stations, respectively; the "Seller's Allocated Rates"), Seller will (and shall cause its affiliates to) assist Buyer to obtain annual rates for such contracts no less favorable than Seller's Allocated Rates by agreeing to amend Seller's (or its affiliates') contracts with Metro Networks and Traffic.com to reduce the amount of revenue received by Seller (or its affiliates) under such contracts by the aggregate difference (prorated for any partial year) between: (a) the amount payable per annum by Metro Networks and Traffic.com for the Dayton Stations and Louisville Stations under Buyer's contracts, and (b) Seller's Allocated Rates (such amount, the "Rate Shortfall Amount"), provided that Metro Networks and Traffic.com increase the annual revenue under Buyer's contracts by a like amount, and provided further that such reduction in the amount of annual revenue received by Seller shall remain in effect for each market for a period ending not later than the date of termination set forth in each such contract (without regard to any renewal or any extension or other provision or agreement with respect to any such contract) (the "Remaining Term"). In the event that Metro Networks and/or Traffic.com will not, after use of Buyer's reasonable best efforts, enter into an arrangement of the type set forth above in this Section, or in the event that Seller so elects, Seller will (and will cause its affiliates to) pay Buyer the Rate Shortfall Amount for the Remaining Term applicable to each market (prorated for any partial year). Completion of a contract with Metro Networks or Traffic.com by Buyer is not a condition precedent to Buyer's obligation to Close the transactions described in this Agreement.

ARTICLE 2: SELLER REPRESENTATIONS AND WARRANTIES

Seller makes the following representations and warranties to Buyer:

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

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

2.3. No Conflicts. Except as set forth on *Schedule 2.3* and except for the Governmental Consents, the execution, delivery and performance by Seller of this Agreement and the Seller Ancillary Agreements and the consummation by Seller of any of the transactions contemplated hereby does not (i) conflict with any organizational documents of Seller, (ii) result in the acceleration or modification of any obligation’s under, constitute a violation or breach of, or (with or without due notice or lapse of time or both), a default under or result in the creation of a Lien on any contract or agreement to which Seller is a party or by which it is bound, (iii) violate any law, judgment, order, or decree to which Seller is subject, or (iv) require the consent or approval of, or a filing by Seller with, any governmental or regulatory authority or any third party.

2.4. FCC Licenses. Except as set forth on *Schedule 1.1(a)*:

Licensee is the holder of the FCC Licenses described on *Schedule 1.1(a)*, which are all of the licenses, permits and authorizations required for the present operation of the Stations; the FCC Licenses are in full force and effect and have not been revoked, suspended, canceled, rescinded or terminated and have not expired; there is not pending, or, to Licensee’s knowledge, threatened, 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); there is not issued or outstanding, by or before the FCC, any order to show cause, notice of violation, notice of apparent liability, or order of forfeiture against the Stations or against Licensee with respect to the Stations that could result in any such action; the Stations are operating in compliance in all material respects with the FCC Licenses, the Communications Act of 1934, as amended (the “Communications Act”); and the rules, regulations and policies of the FCC; and the FCC Licenses are not subject to any condition except for those conditions that appear on the face of the FCC Licenses or those conditions applicable to radio broadcast licenses generally.

2.5. Taxes. Except with respect to Radio One, Inc.'s financial restatement previously disclosed in filings made with the U.S. Securities and Exchange Commission and any resulting impact on non-cash stock-based compensation, (i) Seller has, in respect of the Stations' business, filed all returns and reports which are required to have been filed by it under applicable law with respect to all foreign, federal, state, county and local income, excise, property, sales, use, franchise, alternative, estimated and other taxes, and has paid all taxes due and owing; and (ii) Seller has withheld and paid all Taxes required to have been withheld and paid in connection with any amounts paid or owing to any employee or independent contractor of any Station, and all Forms W-2 and 1099 required with respect thereto have been properly completed and timely filed in all material respects.

2.6. Personal Property. *Schedule 1.1(b)* contains a list of material items of Tangible Personal Property included in the Station Assets. Except as set forth on *Schedule 1.1(b)*, Seller has good and marketable title to the Tangible Personal Property free and clear of Liens other than Permitted Liens, or has valid leasehold interests in or valid rights under contract to use, all leased Tangible Personal Property. Except as set forth on *Schedule 1.1(b)*, all material items of Tangible Personal Property are in normal operating condition, ordinary wear and tear excepted and are suitable for the purpose for which such items are presently used. The Station Assets include all the assets, properties and rights of every type and description (other than the Excluded Assets) necessary to operate the Stations in all material respects as currently operated by Seller.

2.7. Real Property. *Schedule 1.1(c)* contains a description of all Real Property included in the Station Assets. Seller has good and marketable fee simple title to the owned Real Property described on *Schedule 1.1(c)* (the "Owned Real Property") free and clear of Liens other than Permitted Liens. *Schedule 1.1(c)* includes a description of the leases of Real Property included in the Station Contracts (the "Real Property Leases"). To Seller's knowledge, the Real Property is not subject to any pending, or to the Seller's knowledge, threatened, suit or proceeding for condemnation or other taking by any public authority. Except as listed on *Schedule 1.1(c)*, there are no parties in possession of the Owned Real Property other than Seller, whether as lessees or tenants at will, and Seller has not granted any oral or written right to any person to lease, sublease, license or otherwise occupy any of the Real Property, except to the extent included in the Station Contracts. Seller has delivered to Buyer copies of all title insurance policies and surveys in its possession that are applicable to the Real Property. To Seller's knowledge, all transmitting facilities of the Stations, including towers, antennas, guy lines, anchors and all other related buildings, structures and appurtenances owned by Seller are located entirely within the confines of the Real Property, except to such extent as would not materially impair the value or the continued use of such improvements for the same uses and operations as those conducted as of the date hereof. Except as disclosed in *Schedule 1.1(c)*, the Real Property has adequate access, or Seller has been granted access easements or rights, therefor.

2.8. Contracts. Seller has delivered to Buyer a correct and complete copy of each written Station Contract listed on *Schedule 1.1(d)*. Each of the Station Contracts (including without limitation the Real Property Leases) is in full force and effect and is binding upon Seller and, to Seller's knowledge, the other parties thereto (subject to bankruptcy, insolvency, reorganization or other similar laws relating to or affecting the enforcement of creditors' rights generally). Seller has performed its obligations under each of the Station Contracts in all material respects, and is not in material default thereunder, and to Seller's knowledge, no other

party to any of the Station Contracts is in default thereunder in any material respect. To Seller's knowledge, no proceeding or event or condition has occurred or exists or has been alleged in writing by any party to have occurred or exist which, with notice or the lapse of time or both, would constitute a default, or would give rise to any right of termination or cancellation, by any of the parties thereto of their respective obligations under any Station Contract marked as a Required Consent. All material Station Contracts are listed on *Schedule 1.1(d)* or included in the Stations' budget.

2.9. Environmental. Except as set forth on *Schedule 1.1(c)* or in any Phase I (defined below), subject to Section 5.5 hereof : (a) no hazardous or toxic substance or waste regulated under any applicable Environmental Laws has been generated, stored, transported or released on, in, from or to the Real Property included in the Station Assets by Seller; and (b) Seller has complied in all material respects with all Environmental Laws applicable to the Stations. Seller has not received any notice, report or other information regarding any violation of, or any material liability (contingent or otherwise) or investigatory, corrective or remedial obligation under, any Environmental Law with respect to the Station Assets' past or current operations, properties or facilities. Seller has not, with respect to the Station Assets, treated, stored, disposed of, arranged for or permitted the disposal of, transported, handled, exposed any person to, or released any substance, or owned or operated its business or any property or facility, except as are not in violation of, or would not give rise to liability under, Environmental Laws. For purposes of this Section 2.9, "Environmental Laws" means all federal and state statutes, regulations, ordinances and similar provisions having the force or effect of law, all judicial and administrative orders and determinations relating to pollution or protection of the environment, workplace health or safety or protection of human health from exposure to hazardous substances.

2.10. Employees. Except as set forth on *Schedule 2.10*, (i) Seller has complied in all material respects with all labor and employment laws, rules and regulations applicable to the Stations' business, including without limitation those which relate to prices, wages, hours, discrimination in employment and collective bargaining, (ii) there is no unfair labor practice charge or complaint against Seller in respect of the Stations' business pending or, to Seller's knowledge, threatened before the National Labor Relations Board, any state labor relations board or any court or tribunal, and there is no strike, dispute, request for representation, slowdown or stoppage pending or threatened in respect of the Stations' business, and (iii) Seller is not party to any collective bargaining, union or similar agreement with respect to the employees of Seller at the Stations, and to Seller's knowledge, no union represents or claims to represent or is attempting to organize such employees.

2.11. Insurance. Seller maintains insurance policies or other arrangements with respect to the Stations and the Station Assets consistent with its practices for other stations, and will maintain such policies or arrangements until the Effective Time. Seller has not received notice from any issuer of such policies of its intention to cancel, terminate or refuse to renew any policy issued by it with respect to the Stations and the Station Assets.

2.12. Compliance with Law. Except as set forth on *Schedule 2.12*, (i) Seller has complied in all material respects with all laws, rules and regulations, including without limitation all FCC rules, regulations and policies applicable to the operation of the Stations, and all decrees and orders of any court or governmental authority which are applicable to the operation of the Stations, and (ii) there are no governmental claims or investigations pending or, to Seller's

knowledge, threatened against Seller in respect of the Stations except those affecting the industry generally.

2.13. Litigation. Except as set forth on *Schedule 2.13*, there is no action, suit or proceeding pending or, to Seller's knowledge, threatened against Seller in respect of the Stations that will subject Buyer or the Station Assets to liability or which will affect Seller's ability to perform its obligations under this Agreement. Seller is not operating under or subject to any order, writ, injunction or decree relating to the Stations or the Station Assets of any court or governmental authority which would have a material adverse effect on the condition of the Stations or any of the Station Assets or on the ability of Seller to enter into this Agreement or consummate the transactions contemplated hereby, other than those of general applicability.

2.14. No Undisclosed Liabilities. There are no liabilities or obligations of Seller that will be binding upon Buyer after the Effective Time other than the Assumed Obligations and other than pursuant to the prorations under Section 1.7.

2.15. Finder. Except for Star Media Group, whose fee shall be paid by Seller, no broker, finder or other person is entitled to a commission, brokerage fee or other similar payment in connection with this Agreement or the transactions contemplated hereby as a result of any agreement or action of Seller or any party acting on Seller's behalf.

2.16. Financial Statements. Seller has provided Buyer on the date hereof with the unaudited profit and loss statements and balance sheets for the Stations (collectively, the "Financial Statements"). Except for the effect of Radio One, Inc.'s financial restatement previously disclosed in filings made with the U.S. Securities and Exchange Commission and any resulting impact on non-cash stock-based compensation, neither of which will have an impact on reported revenue or cash flow from operations of the Stations, (a) the Financial Statements have been prepared in accordance with the books and records of the Seller and generally accepted accounting principles, consistently applied, subject to omission of footnotes, and fairly present in all material respects the results of operations of the Stations for the period(s) covered thereby, and (b) the financial books and records of the Seller have been prepared and maintained in the ordinary course of business consistent with past practice.

2.17. Intangible Property. *Schedule 1.1(e)* contains a description of the material Intangible Property included in the Station Assets. Except as set forth on *Schedule 1.1(e)*, to Seller's knowledge, Seller's use of the Intangible Property does not infringe upon any third-party rights in any material respect.

2.18. Termination of Business Relationships. No person presently a material customer, independent contractor, licensor or licensee of Seller, has notified Seller of any intention to cancel or otherwise terminate its business relationship with Seller relating to the Stations.

2.19. Affiliate Transactions. There are no Station Contracts between Seller, on the one hand, and any employee or director or any family member of Seller, on the other hand, other than employment agreements entered into in the ordinary course of business consistent with past practice.

ARTICLE 3: BUYER REPRESENTATIONS AND WARRANTIES

Buyer hereby makes the following representations and warranties to Seller:

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

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

3.3. No Conflicts. Except for the Governmental Consents, the execution, delivery and performance by Buyer of this Agreement and the Buyer Ancillary Agreements and the consummation by Buyer of any of the transactions contemplated hereby does not conflict with any organizational documents of Buyer, any contract or agreement to which Buyer is a party or is by which it is bound, or any law, judgment, order or decree to which Buyer is subject, or require the consent or approval of, or a filing by Buyer with, any governmental or regulatory authority or any third party.

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

3.5. Qualification. Buyer is legally, financially and otherwise qualified to be the licensee of, acquire, own and operate the Stations under the Communications Act and the rules, regulations and policies of the FCC. There are no facts relating to the Buyer or its lenders, investors or affiliates that would, under existing law and the existing rules, regulations and policies of the FCC, disqualify Buyer as an assignee of the FCC Licenses or as the owner and operator of the Stations. No waiver of or exemption from any FCC rule or policy is necessary for the FCC Consent to be obtained. To Buyer’s knowledge, there are no matters which might reasonably be expected to result in the FCC’s denial or delay of approval of the FCC Application.

3.6. Finder. No broker, finder or other person is entitled to a commission, brokerage fee or other similar payment in connection with this Agreement or the transactions contemplated hereby as a result of any agreement or action of Buyer or any party acting on Buyer’s behalf. Payment of any broker engaged by Buyer shall be Buyer’s sole cost and expense.

ARTICLE 4: SELLER COVENANTS

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

(a) operate the Stations in the ordinary course of business and in all material respects in accordance with FCC rules, regulations and policies and with all other applicable laws, regulations, rules and orders;

(b) not materially adversely modify, and in all material respects maintain in full force and effect, the FCC Licenses;

(c) not sell, lease or dispose of or agree to sell, lease or dispose of any of the Station Assets, except for Station Assets replaced with similar items of substantially equal or greater value and utility or for the ordinary course disposition of items that are either obsolete or unnecessary for the continued operation of the Stations as currently operated;

(d) not create, assume or permit to exist any Liens upon the Station Assets, except for Permitted Liens, and not dissolve, liquidate, merge or consolidate with any other entity;

(e) maintain the Tangible Personal Property and Real Property in the ordinary course of business;

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

(g) (i) not enter into any employment, labor, or union agreement or plan (or amendments of any such existing agreements or plan) that will be binding upon Buyer after Closing or (ii) increase the compensation payable to any employee of the Stations, except for (A) bonuses and other compensation payable by Seller in connection with the consummation of the transactions contemplated by this Agreement (if any) and (B) agreements entered into in the ordinary course consistent with past practice that (1) are terminable on two (2) months notice or less without penalty, (2) are terminable immediately with payment of no more than two month's severance, or (3) do not require post-Closing payments by Buyer of more than of than Eighty Thousand Dollars (\$80,000) for any single such agreement or One Hundred Forty Thousand Dollars (\$140,000) in the aggregate for all such agreements;

(h) use commercially reasonable efforts to preserve intact the goodwill of the Stations, and the business, and the relationships of Sellers and the Stations with advertisers, customers, suppliers, employees, contracting parties, governmental authorities and others having business relations with any Seller or the Stations;

(i) not terminate, adversely modify or amend any Real Property Lease, or commit any act or fail to take any action that would cause a material breach of any such Real Property Lease, unless cured;

(j) continue to make capital expenditures with respect to the Stations in the ordinary course of business consistent with the Stations' capital expenditure budget provided to Buyer on the date hereof;

(k) take any action that would prevent Seller from consummating the transactions contemplated by the Agreement;

(l) provide Buyer with copies of monthly internal operating statements for the Stations promptly after such statements are generated; or

(m) not amend, terminate, cancel or modify any existing Station Contracts (excluding Station Contracts that expire by their own terms), or enter into new Station Contracts that will be binding upon Buyer after Closing, except for Station Contracts made in the ordinary course of business that (i) are terminable on thirty (30) days notice or less without penalty, (ii) are made with Buyer's prior consent, or (iii) do not require post-Closing payments by Buyer, with respect to the Dayton Stations, of more than Twenty-Five Thousand Dollars (\$25,000) for any single Station Contract or Fifty Thousand Dollars (\$50,000) in the aggregate for all such Station Contracts or, with respect to the Louisville Stations, of more than Twenty-Five Thousand Dollars (\$25,000) for any single Station Contract or Seventy-Five Thousand Dollars (\$75,000) in the aggregate for all such Station Contracts.

Seller shall promptly provide Buyer with a copy of any Station Contract entered into pursuant to Section 4.1(j) and Section 4.1(m). For purposes of calculating the amount of "post-Closing payments by Buyer," if a contract is terminable by giving advance notice and Seller has provided Buyer with a copy of such Station Contract prior to Closing, then such amount shall include only the post-Closing amount that would be payable if a termination notice were given at Closing (whether or not such notice is in fact given), but in no event shall such amount be more than the amount payable absent such termination notice.

4.2. Title Insurance; Survey. The Seller shall, at Buyer's expense, use its commercially reasonable efforts to assist Buyer in obtaining the title commitments and surveys with respect to the owned Real Property, including, without limitation, removing from title any Liens which are not Permitted Liens. The Seller shall provide the title company with a customary owner's affidavit and gap indemnity reasonably requested by the title company in connection with issuance of the title policies.

4.3 Late Disclosed Station Contract. Solely with respect to the disclosure by Seller of a contract, agreement or arrangement with respect to which such Seller (i) was obligated to set forth in Schedule 1.1(d) hereof as of the date hereof in accordance with the terms of this Agreement but did not set forth in Schedule 1.1(d) as of the date hereof, and (ii) has provided to Buyer a true and complete copy thereof (a "Late-Disclosed Agreement"), Buyer shall have the right to consent to deem such Late-Disclosed Agreement a "Station Contract" for purposes hereof; provided that Buyer, acting in good faith, shall not unreasonably withhold, delay or condition its consent. In the event that Buyer so consents at or prior to the Closing, the

disclosure by a Seller of such Late-Disclosed Agreement shall be deemed to amend and supplement Schedule 1.1(d), and in such event, Buyer shall not be entitled to indemnification with respect to any breach or non-fulfillment of the obligation described in the foregoing clause (i) of this Section 4.4, *provided* that in the event that Buyer shall elect to not deem such Late-Disclosed Agreement a “Station Contract” for purposes hereof, such Late-Disclosed Agreement shall be deemed a Excluded Asset (and all liabilities and obligations of Seller thereunder shall be retained by Seller); *provided further* that in either event, Buyer shall not have the right to terminate this Agreement on account of the disclosure of any Late-Disclosed Agreement, and Seller shall not be deemed to have breached any representation, warranty, covenant or agreement on account of its failure to schedule any Late-Disclosed Agreement.

4.4. Station Modifications. Prior to Closing, Seller shall use commercially reasonable efforts to correct the FCC violations and deficiencies related to the Station Assets identified on *Schedule 4.4*, at its sole cost and expense. If such corrections are not completed prior to Closing, then the parties shall proceed to Closing and Seller shall correct such items after Closing (and Buyer will provide Seller access and any other reasonable assistance requested by Seller with respect thereto).

ARTICLE 5: JOINT COVENANTS

Buyer and Seller hereby covenant and agree as follows:

5.1. Confidentiality. Subject to the requirements of applicable law, all non-public information regarding the parties and their business and properties that is disclosed in connection with the negotiation, preparation or performance of this Agreement (including without limitation all financial information provided by Seller to Buyer) shall be confidential and shall not be disclosed to any other person or entity, except the parties’ representatives and lenders for the purpose of consummating the transaction contemplated by this Agreement. Notwithstanding anything to the contrary herein, but subject to Section 5.2, Buyer and Seller and their affiliates may, in accordance with their respective legal obligations (including without limitation filings permitted or required by the applicable securities laws or any securities market), make such filings and public statements and announcements as they deem necessary or appropriate in connection with this Agreement and the transactions contemplated hereby.

5.2. Announcements. Except as set forth in Section 5.1, prior to Closing, no party shall, without the prior written consent of the other, issue any press release or make any other public announcement concerning the transactions contemplated by this Agreement, except to the extent that such party is so obligated by law, in which case such party shall give advance notice to the other, and except that the parties shall cooperate to make a mutually agreeable announcement.

5.3. Control. Buyer shall not, directly or indirectly, control, supervise or direct the operation of the Stations prior to Closing. Consistent with the Communications Act and the FCC rules and regulations, control, supervision and direction of the operation of the Stations prior to Closing shall remain the responsibility of Licensee as the holder of the FCC Licenses.

5.4. Risk of Loss.

(a) Seller shall bear the risk of any loss of or damage to any of the Station Assets at all times until the Effective Time, and Buyer shall bear the risk of any such loss or damage thereafter.

(b) If prior to the Effective Time any item of Tangible Personal Property is damaged or destroyed or otherwise not in the condition described in Section 2.6 in any material respect, then:

(i) Seller shall use commercially reasonable efforts to repair or replace such item in all material respects in the ordinary course of business; and

(ii) if such repair or replacement is not completed prior to Closing, then the parties shall proceed to Closing (with Seller's representations and warranties deemed modified to take into account any such condition) and Seller shall promptly repair or replace such item in all material respects after Closing (and Buyer will provide Seller access and any other reasonable assistance requested by Seller with respect to such obligation), except that if such damage or destruction materially disrupts Stations operations, then Buyer may postpone Closing until the date five (5) business days after operations are restored in all material respects, subject to Section 10.1.

(c) If prior to Closing, a Station is off the air or operating at a power level that results in a material reduction in coverage (a "Broadcast Interruption"), then Seller shall use commercially reasonable efforts to return the Station to the air and restore prior coverage as promptly as possible in the ordinary course of business. Notwithstanding anything herein to the contrary, if prior to Closing there is a Broadcast Interruption, then Buyer may postpone Closing until the date five (5) business days after the Station returns to the air and prior coverage is restored in all material respects, subject to Section 10.1.

5.5. Environmental.

(a) Seller has provided Buyer with copies of Phase I environmental assessments of certain Real Property sites as shown on *Schedule 1.1(c)*, if any, and Buyer may conduct further Phase I environmental assessments of Real Property sites (each, whether provided by Seller or conducted by Buyer, a "Phase I").

(b) If any Phase I report identifies a condition that requires remediation in order for the Stations to operate in compliance with applicable environmental law in all material respects, then:

(i) except as set forth below, Seller shall use commercially reasonable efforts to remediate such condition in all material respects in the ordinary course of business,

(ii) if such remediation is not completed prior to Closing, then as Buyer's sole remedy, the parties shall proceed to Closing and Seller shall remediate such item in all material respects after Closing (and Buyer will provide Seller access and any other reasonable assistance requested by Seller with respect to such obligation); and

(iii) Seller's representations and warranties, and Buyer's pre-Closing termination rights and post-Closing indemnification rights, are hereby modified to take into account any such condition, except to the extent that Seller does not perform its obligations in accordance with the foregoing clauses.

(c) Notwithstanding anything herein to the contrary, if at any time such condition exists and the reasonably estimated cost to remedy such condition exceeds Five Hundred Thousand Dollars (\$500,000) (in the aggregate with all such conditions, if any), then Seller may terminate this Agreement upon written notice to Buyer.

5.6. Consents.

(a) The parties shall use commercially reasonable efforts to obtain (i) any third party consents necessary for the assignment of any Station Contract (which shall not require any payment to any such third party), and (ii) execution of a reasonable estoppel certificate by the lessor under the Real Property Leases (if consent to assignment is required thereunder), but no such consents or estoppel certificates are conditions to Closing except for the Required Consents. Receipt of consent to assign to Buyer the Stations' main tower leases marked with an asterisk on *Schedule 1.1(c)* and the Station Contracts marked with a diamond on *Schedule 1.1(d)* is a condition precedent to Buyer's obligation to close under this Agreement, if consent to assignment is required thereunder (the "Required Consent").

(b) To the extent that any Station Contract may not be assigned without the consent of any third party, and such consent is not obtained prior to Closing, this Agreement and any assignment executed pursuant to this Agreement shall not constitute an assignment of such Station Contract; provided, however, with respect to each such Station Contract, Seller and Buyer shall cooperate to the extent feasible in effecting a lawful and commercially reasonable arrangement under which Buyer shall receive the benefits under the Station Contract from and after Closing, and to the extent of the benefits received, Buyer shall pay and perform Seller's obligations arising under the Station Contract from and after Closing in accordance with its terms.

5.7. Employees.

(a) Prior to Closing Seller will provide Buyer with a list of all employees working at the Stations. At Closing, Buyer shall offer employment to a sufficient number of such employees, at sufficient terms and conditions of employment, so as not to give rise to Seller obligations or liabilities to any person, entity or governmental unit under the Worker Adjustment and Retraining Notification ("WARN") Act or any similar state or local law. Buyer shall notify Seller in writing of any employee that it will not hire at least thirty (30) days prior to the Closing. Seller shall have no obligation to maintain the employment of any such employee not hired by Buyer. For a period of two (2) years after Closing, Seller will not: (i) directly solicit for employment any employee who is hired by Buyer at Closing, or induce or attempt to induce any such employee to terminate their employment with Buyer or its affiliates, or (ii) hire any employee who is hired by Buyer at Closing.

(b) All liabilities arising under or in connection with any employee benefit plan (as such term is defined in Section 3(3) of the Employee Retirement Income Security Act of

1974, as amended (ERISA”)) and each other employee benefit plan, program or arrangement of any kind maintained or contributed to by Seller or any entity treated as a single employer with Seller for the purposes of Section 414 of the Internal Revenue Code (each, an “ERISA Affiliate”) or with respect to which Seller or any ERISA Affiliate has any liability shall be Retained Obligations. Seller shall be responsible for and pay all compensation and benefits, including unused vacation, arising prior to the Effective Time (in accordance with Seller’s employment terms) with respect to any of Seller’s employees, including those employees of the Stations hired by Buyer (“Transferred Employees”), and Buyer shall be responsible for all compensation and benefits with respect to Transferred Employees arising after the Effective Time (in accordance with Buyer’s employment terms). Notwithstanding anything herein to the contrary, Buyer shall grant credit to each Transferred Employee for all unused sick leave accrued as of the Effective Time as an employee of Seller (but in no event more than ten (10) days per employee), and Buyer shall assume and discharge Seller’s obligation to provide such leave to such employees (such obligations being a part of the Assumed Obligations).

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

5.8. Receivables. The Stations’ accounts receivable arising prior to Closing, including without limitation the right to all revenue attributable to programs and announcements that air on the Stations prior to Closing and the right to all other revenue of the Stations attributable to the period prior to Effective Time (the “A/R”), shall remain the property of Seller, and Buyer shall not acquire any right or interest therein. Seller shall deliver to Buyer a reasonably detailed list of the A/R, including contact information and aging. For a period of one hundred eighty (180) days after Closing (the “Collection Period”), Buyer shall use commercially reasonable efforts to collect the A/R in the ordinary course of business and shall apply all amounts collected from the Stations’ account debtors to the oldest account first, unless the account debtor specifies a different account, in which event the account debtor’s specification shall control. Any amounts relating to the A/R that are paid directly to Seller shall be retained by Seller. Buyer shall not discount, adjust or otherwise compromise any A/R. Within ten calendar days after the end of each month, Buyer shall deliver to Seller a report showing A/R collections for the prior month and Buyer shall make a payment to Seller equal to the amount of all such collections. At the end of the Collection Period, any remaining A/R shall be returned to Seller for collection.

ARTICLE 6: SELLER CLOSING CONDITIONS

The obligation of Seller to consummate the Closing hereunder is subject to satisfaction, at or prior to Closing, of each of the following conditions (unless waived in writing by Seller):

6.1. Representations and Covenants.

(a) The representations and warranties of Buyer made in this Agreement that are qualified as to materiality shall be true and correct, and those not so qualified, shall be true and correct in all material respects as of the date of this Agreement and on and as of the Closing Date, except to the extent that any such representation or warranty relates only to an earlier date, in which case such representation and warranty qualified as to materiality shall be true and correct in all respects, and such representation and warranty not so qualified shall be true and correct in all material respects, as of such earlier date.

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

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

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

6.3. FCC Authorization. The FCC Consent shall have been obtained.

6.4. Hart Scott Rodino. If applicable, the HSR Clearance shall have been obtained.

6.5. Deliveries. Buyer shall have complied with its obligations set forth in Section 8.2.

ARTICLE 7: BUYER CLOSING CONDITIONS

The obligation of Buyer to consummate the Closing hereunder is subject to satisfaction, at or prior to Closing, of each of the following conditions (unless waived in writing by Buyer):

7.1. Representations and Covenants.

(a) The representations and warranties of Seller made in this Agreement that are qualified as to materiality shall be true and correct, and those not so qualified shall be true and correct in all material respects as of the date of this Agreement and on and as of the Closing Date, except to the extent that any such representation or warranty relates only to an earlier date, in which case such representation and warranty qualified as to materiality shall be true and correct in all respects, and such representation and warranty not so qualified shall be true and correct in all material respects, as of such earlier date.

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

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

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

7.3. FCC Authorization. The FCC Consent shall have been obtained and shall have become a Final Order.

7.4. Hart Scott Rodino. If applicable, the HSR Clearance shall have been obtained.

7.5. Deliveries. Seller shall have complied with its obligations set forth in Section 8.1.

7.6. Consent. The Required Consents shall have been obtained (if applicable).

7.7. Material Adverse Change. There shall have been no Material Adverse Change (defined below). "Material Adverse Change" means a material adverse change in the condition of the Station Assets taken as a whole or the results of operations of the Stations taken as a whole, except for any change arising out of or attributable to any of the following: (i) matters subject to Section 5.4 or 5.5 (which shall be resolved as set forth therein); (ii) matters affecting the radio broadcast industry generally; (iii) economic conditions affecting a market in which a Station operates generally; (iv) this Agreement or the transactions contemplated hereby; (v) actions taken by or on behalf of Buyer or an affiliate of Buyer; (vi) changes in law or regulation; (vii) changes in national economic, regulatory or political conditions generally; or (viii) acts of war or terrorism.

ARTICLE 8: CLOSING DELIVERIES

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

(i) certified copies of resolutions authorizing the execution, delivery and performance of this Agreement, including the consummation of the transactions contemplated hereby;

(ii) the certificate described in Section 7.1(c);

(iii) an assignment of FCC authorizations assigning the FCC Licenses from Licensee to Buyer;

(iv) an assignment and assumption of contracts in form and substance reasonably satisfactory to Buyer and Seller assigning the Station Contracts from Seller to Buyer;

(v) an assignment and assumption of leases in form and substance reasonably satisfactory to Buyer and Seller assigning the Real Property Leases from Seller to Buyer;

(vi) special warranty deeds conveying the Owned Real Property from Seller to Buyer;

(vii) an assignment of marks assigning the Stations' registered marks listed on *Schedule 1.1(e)* (if any) from Seller to Buyer;

(viii) domain name transfer forms assigning the Stations' domain names listed on *Schedule 1.1(e)* (if any) from Seller to Buyer;

(ix) endorsed vehicle titles conveying the vehicles included in the Tangible Personal Property (if any) from Seller to Buyer;

(x) a bill of sale conveying the other Station Assets from Seller to Buyer;

(xi) a certification of non-foreign status described in Section 1445 of the Internal Revenue Code;

(xii) a copy of each of the Indemnity Escrow Agreement and the WKSJ Escrow Agreement executed by Seller;

(xiii) any other instruments of conveyance, assignment and transfer that may be reasonably necessary to convey, transfer and assign the Station Assets from Seller to Buyer, free and clear of Liens, except for Permitted Liens; and

(xiv) a copy of the License Agreements for the "Russ Parr Weekend Show" and the "The Russ Parr Morning Show" for Stations WDHT(FM) and WGZB-FM in the form referenced on Schedule 8.1(xiv) attached hereto and executed by the syndicator identified therein.

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

(i) the Purchase Price in accordance with Section 1.5 hereof;

(ii) certified copies of resolutions authorizing the execution, delivery and performance of this Agreement, including the consummation of the transactions contemplated hereby;

(iii) the certificate described in Section 6.1(c);

(iv) an assignment and assumption of contracts in form and substance reasonably satisfactory to Buyer and Seller assuming the Station Contracts;

(v) an assignment and assumption of lease in form and substance reasonably satisfactory to Buyer and Seller assuming the Real Property Leases;

(vi) domain name transfer forms assuming the Stations' domain names listed on *Schedule 1.1(e)* (if any);

(vii) such other documents and instruments of assumption that may be necessary to assume the Assumed Obligations;

(viii) a copy of each of the Indemnity Escrow Agreement and the WKSJ Escrow Agreement executed by Buyer; and

(ix) a copy of the License Agreements for the “Russ Parr Weekend Show” and the “The Russ Parr Morning Show” for Stations WDHT(FM) and WGZB-FM in the form referenced on Schedule 8.1(xiv) attached hereto and executed by Buyer.

ARTICLE 9: SURVIVAL; INDEMNIFICATION

9.1. Survival. The representations and warranties in this Agreement shall survive Closing for a period of twelve (12) months from the Closing Date whereupon they shall expire and be of no further force or effect, except that if within such twelve (12) month period the indemnified party gives the indemnifying party written notice of a claim for breach thereof describing in reasonable detail the nature and basis of such claim, then such claim shall survive until the earlier of resolution of such claim or expiration of the applicable statute of limitations, and except that the representations and warranties set forth in Section 2.1 (Organization), 2.2 (Authorization), 2.5 (Taxes), 2.15 (Finder), 3.1 (Organization), 3.2 (Authorization) and 3.6 (Finder) (collectively, the “Core Representations”) shall survive until the expiration of the applicable statute of limitations. The covenants and agreements in this Agreement shall survive Closing until performed.

9.2. Indemnification.

(a) Subject to Section 9.2(b), from and after Closing, Seller shall defend, indemnify and hold harmless Buyer from and against any and all losses, costs, damages, liabilities and expenses, including reasonable attorneys’ fees and expenses (“Damages”) incurred by Buyer arising out of or resulting from:

(i) any breach by Seller of its representations and warranties made under this Agreement; or

(ii) any default by Seller of any covenant or agreement made under this Agreement; or

(iii) the Retained Obligations; or

(iv) the business or operation of the Stations before the Effective Time, except for the Assumed Obligations.

(b) Notwithstanding the foregoing or anything else herein to the contrary, after Closing, (i) Seller shall have no liability to Buyer under Section 9.2(a)(i) until Buyer’s aggregate Damages exceed an amount equal to Three Hundred Fifty Thousand Dollars (\$350,000) (the “Threshold”) (whereupon Buyer shall be entitled to recover all such Damages), and (ii) the maximum aggregate liability for Damages of Seller under Section 9.2 shall be an amount equal to Seven Million Six Hundred Thousand Dollars (\$7,600,000); provided that the Threshold shall not apply to any breach of the Core Representations.

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

(i) any breach by Buyer of its representations and warranties made under this Agreement; or

(ii) any default by Buyer of any covenant or agreement made under this Agreement; or

(iii) the Assumed Obligations; or

(iv) the business or operation of the Stations after the Effective Time.

(d) Notwithstanding the foregoing or anything else herein to the contrary, after Closing, (i) Buyer shall have no liability to Seller under Section 9.2(c)(i) until Seller's aggregate Damages exceed an amount equal to Three Hundred Fifty Thousand Dollars (\$350,000) (whereupon Seller shall be entitled to recover all such Damages), and (ii) the maximum aggregate liability of Buyer under Section 9.2 shall be an amount equal to Seven Million Six Hundred Thousand Dollars (\$7,600,000); provided that the Threshold shall not apply to any breach of the Core Representations.

9.3. Procedures.

(a) The indemnified party shall give prompt written notice to the indemnifying party of any demand, suit, claim or assertion of liability by third parties that is subject to indemnification hereunder (a "Claim"), but a failure to give such notice or delaying such notice shall not affect the indemnified party's rights or the indemnifying party's obligations except to the extent the indemnifying party's ability to remedy, contest, defend or settle with respect to such Claim is thereby actually prejudiced and provided that such notice is given within the time period described in Section 9.1.

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

(c) Anything herein to the contrary notwithstanding:

(i) the indemnified party shall have the right, at its own cost and expense, to participate in the defense, opposition, compromise or settlement of the Claim, unless the indemnified party shall have reasonably concluded that there may be defenses available to it which are different from or in addition to those available to the indemnifying party;

(ii) the indemnifying party shall not, without the indemnified party's written consent, settle or compromise any Claim or consent to entry of any judgment which does not (1) include the giving by the claimant to the indemnified party of a release from all liability in respect of such Claim and (2) require the full amount of any monetary settlement to be paid by the indemnifying party; and

(iii) in the event that the indemnifying party undertakes defense of or opposition to any Claim, the indemnified party, by counsel or other representative of its own choosing and at its sole cost and expense, shall have the right to consult with the indemnifying

party and its counsel concerning such Claim and the indemnifying party and the indemnified party and their respective counsel shall cooperate in good faith with respect to such Claim.

9.4 Indemnity Guaranty. Guarantor hereby absolutely and unconditionally guarantees to Buyer the prompt, complete and full payment and performance of Seller's post-Closing indemnification obligations under this Agreement (the "Guaranteed Obligations"); provided, however, that this guarantee shall have no effect until the Indemnity Escrow has been exhausted, shall expire as, when and to the extent the Guaranteed Obligations expire as provided in Section 9.1 and is subject to the limitations set forth in this Article 9. In the event Seller defaults in the payment or performance of its obligations hereunder, Guarantor shall, on demand, perform such Guaranteed Obligations in accordance with its terms hereof, subject to the limitations in this Article 9. Buyer shall not be required to institute suit or exhaust its remedies against Seller in order to enforce the payment or performance by Guarantor of the Guaranteed Obligations.

ARTICLE 10: TERMINATION AND REMEDIES

10.1. Termination. Subject to Section 10.3, this Agreement may be terminated prior to Closing as follows:

- (a) by mutual written consent of Buyer and Seller;
- (b) by written notice of Buyer to Seller if Seller breaches its representations or warranties or defaults in the performance of its covenants contained in this Agreement and such breach or default is material in the context of the transactions contemplated hereby and is not cured within the Cure Period (defined below);
- (c) by written notice of Seller to Buyer if Buyer breaches its representations or warranties or defaults in the performance of its covenants contained in this Agreement and such breach or default is material in the context of the transactions contemplated hereby and is not cured within the Cure Period; provided, however, that the Cure Period shall not apply to Buyer's obligations to make the Deposit on the date hereof and to pay the Purchase Price at Closing; or
- (d) by written notice of Seller to Buyer or Buyer to Seller if Closing does not occur by the date twelve (12) months after the date of this Agreement.

10.2. Cure Period. Each party shall give the other party prompt written notice upon learning of any breach or default by the other party under this Agreement. The term "Cure Period" as used herein means a period commencing on the date Buyer or Seller receives from the other written notice of breach or default hereunder and continuing until the earlier of (i) twenty (20) calendar days thereafter, or (ii) the Closing Date determined under Section 1.9; provided, however, that if the breach or default is non-monetary and cannot reasonably be cured within such period but can be cured before the Closing Date determined under Section 1.9, and if diligent efforts to cure promptly commence, then the Cure Period shall continue as long as such diligent efforts to cure continue, but not beyond the Closing Date determined under Section 1.9.

10.3. Survival. Except as provided by Section 10.5, the termination of this Agreement shall not relieve any party of any liability for breach or default under this Agreement prior to the date of termination. Notwithstanding anything contained herein to the contrary, Sections 1.6

(Deposit) (and Section 10.5 with respect to the Deposit), 5.1 (Confidentiality) and 11.1 (Expenses) shall survive any termination of this Agreement.

10.4. Enforcement; Binding Effect. In the event of failure or threatened failure by either party to comply with the terms of this Agreement, the other party shall be entitled to an injunction restraining such failure or threatened failure and, subject to obtaining any necessary FCC consent, to enforcement of this Agreement by a decree of specific performance requiring compliance with this Agreement. Between the date of this Agreement and the earlier of the Closing or the date on which this Agreement has been terminated by its terms, neither Seller nor any affiliate of Seller shall enter into a purchase and sale agreement, letter of intent or similar agreement for the Stations or directly or indirectly solicit, initiate or encourage submission of any proposal or offer from any person relating to any acquisition or purchase of the Stations, or participate in any discussion or negotiations regarding any effort or attempt by any person to do or seek any of the foregoing.

10.5. Liquidated Damages. If Seller terminates this Agreement pursuant to Section 10.1(c), and at such time Buyer does not have a right to terminate this Agreement pursuant to Section 10.1(b), then the Deposit shall be disbursed to Seller by wire transfer of immediately available funds, and such payment shall constitute liquidated damages and the sole remedy of Seller under this Agreement. Buyer acknowledges and agrees that Seller's recovery of such amount shall constitute payment of liquidated damages and not a penalty and that Seller's liquidated damages amount is reasonable in light of the substantial but indeterminate harm anticipated to be caused by Buyer's material breach or default under this Agreement, the difficulty of proof of loss and damages, the inconvenience and non-feasibility of otherwise obtaining an adequate remedy, and the value of the transactions to be consummated hereunder.

ARTICLE 11: MISCELLANEOUS

11.1. Expenses. Each party shall be solely responsible for all costs and expenses incurred by it in connection with the negotiation, preparation and performance of and compliance with the terms of this Agreement. All governmental fees and charges applicable to the request for the FCC Consent shall be paid one-half by Seller and one-half by Buyer. All transfer taxes shall be paid by the Buyer. All other governmental fees, charges and assessments shall be paid by the Party upon whom any such fee, charge or assessment is imposed.

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

11.3. Assignment. Neither party may assign this Agreement without the prior written consent of the other party hereto, provided, however, that Buyer may assign its rights hereunder to an affiliate of Buyer, provided that Buyer shall remain liable for all of its obligations hereunder. The terms of this Agreement shall bind and inure to the benefit of the parties' respective successors and permitted assigns, and no assignment shall relieve any party of any obligation or liability under this Agreement.

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

if to Seller:

c/o Radio One, Inc.
5900 Princess Garden Parkway – 7th Floor
Lanham, Maryland 20706
Attn: Linda Vilardo
Chief Administrative Officer
Facsimile: (301) 429-3502

c/o Radio One, Inc.
5900 Princess Garden Parkway – 5th Floor
Lanham, Maryland 20706
Attn: General Counsel
Facsimile: (301) 306-9638

with a copy (which shall not constitute notice) to:

Wiley Rein LLP
1776 K Street, N.W.
Washington, D.C. 20006
Attention: Brook A. Edinger
Facsimile: (202) 719-7049

if to Buyer:

Main Line Radio, LLC
300 Conshohocken State Road
Suite 380
West Conshohocken, PA 19428
Attention: Daniel C. Savadove
Facsimile: 610-825-8106

with a copy (which shall not constitute notice) to:

Kirkland & Ellis LLP
655 Fifteenth Street, NW
Washington, DC 20005-5793
Attention: Andrew M. Herman
Facsimile: (202) 879-5200

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

11.6. Entire Agreement. This Agreement (including the Exhibits and Schedules hereto) and the letter agreement between the parties hereto executed on the date hereof constitute the entire agreement and understanding among the parties hereto with respect to the subject matter hereof and thereof, and supersede all prior agreements and understandings with respect to the subject matter hereof and thereof, except any confidentiality agreement among the parties with

respect to the Stations, which shall remain in full force and effect. No party makes any representation or warranty with respect to the transactions contemplated by this Agreement except as expressly set forth in this Agreement. Without limiting the generality of the foregoing, Seller makes no representation or warranty to Buyer with respect to any projections, budgets or other estimates of the Stations' revenues, expenses or results of operations or, except as expressly set forth in Article 2, any other financial or other information made available to Buyer with respect to the Stations.

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

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

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

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

11.11. Captions. The Article and Section captions used herein are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Agreement.

[SIGNATURE PAGE FOLLOWS]

12652332

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

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

BUYER:

MAIN LINE RADIO, LLC

By: 

Name:

Title:

DAVE JAVAROV
CEO

SELLER:

BLUE CHIP BROADCASTING, LTD.

By: _____

Name: _____

Title: _____

HAWES-SAUNDERS BROADCAST PROPERTIES, INC.

By: _____

Name: _____

Title: _____

GUARANTOR (solely for purposes of Section 9.4 of this Agreement):

RADIO ONE, INC.

By: _____

Name: _____

Title: _____

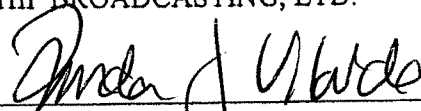
SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

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

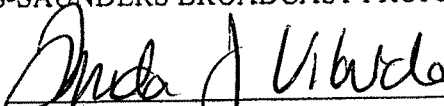
BUYER: MAIN LINE RADIO, LLC

By: _____
Name: _____
Title: _____

SELLER: BLUE CHIP BROADCASTING, LTD.

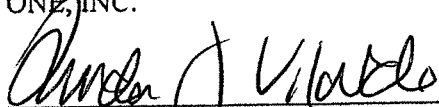
By: 
Name: LINDA J. VILARDO
Title: Vice President

HAWES-SAUNDERS BROADCAST PROPERTIES, INC.

By: 
Name: LINDA J. VILARDO
Title: Vice President

GUARANTOR (solely for purposes of Section 9.4 of this Agreement):

RADIO ONE, INC.

By: 
Name: LINDA J. VILARDO
Title: Vice President