

## ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement") is dated June 28, 2007, by and between MAPLETON COMMUNICATIONS, LLC, a Delaware limited liability company ("Buyer"), and CITADEL BROADCASTING COMPANY, a Nevada corporation ("Seller"). Seller and Buyer are sometimes referred to herein as the "Parties" and each as a "Party."

### RECITALS:

A. Seller is the licensee of and owns, leases or otherwise has the right to use certain assets used in connection with the business and operations of the following seven radio stations serving the Spokane, Washington radio market (the "Stations"):

<u>Call Sign</u>	<u>Facility ID Number</u>	<u>Community of License</u>
KZBD(FM)	11243	Spokane, WA
KEYF(AM)	53148	Dishman, WA
KEYF-FM	53147	Cheney, WA
KJRB(AM)	11235	Spokane, WA
KDRK-FM	11242	Spokane, WA
KGA(AM)	11234	Spokane, WA
KBBD(FM)	36488	Spokane, WA

B. Seller desires to convey, and Buyer wishes to acquire, substantially all of Seller's assets used primarily in the operation of the Stations on the terms and conditions hereinafter set forth.

### AGREEMENTS:

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

#### Section 1: DEFINITIONS

1.1 Terms Defined in this Section. The following terms, as used in this Agreement, have the meanings set forth in this Section:

"Action" means, for any Person, any action, counterclaim, suit, litigation, arbitration, governmental investigation or other legal, administrative or Tax proceeding, or Judgment, claim, or complaint by or against such Person, excluding any litigation affecting the radio broadcasting industry generally in which such Person is not a named party, and excluding any rule-making proceedings in which such Person is not a named party.

“Affiliate” of a Person means any Person, which directly or indirectly controls, is controlled by or is under common control with, such Person. The term “control” (including, with correlative meaning, the terms “controlled by” and “under common control with”), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise; provided that, with respect to Seller, Affiliate means Citadel Broadcasting Corporation and any other Person that is directly or indirectly through one or more intermediaries controlled by Citadel Broadcasting Corporation.

“Assets” means all tangible and intangible, real and personal property of Seller used or held for use in the operation of the Stations, including the Real Property, Tangible Personal Property, Licenses, Assumed Contracts, Intellectual Property, Books and Records, proprietary information, technical information and data, equipment and other warranties, computer drives and disks, blueprints, schematics, working drawings, plans, projections, engineering records, and other intangible assets of Seller relating to the Business or the Stations, including filings with the FCC relating to the Business and operation of the Stations and the goodwill of the Stations, if any; *provided, however*, that the Assets shall exclude the Excluded Assets.

“Assignment Application” means the application filed jointly by Seller and Buyer with the FCC relating to the assignment of the FCC Licenses by Seller to Buyer in the manner contemplated by this Agreement.

“Assumed Contracts” means (i) all Contracts listed in Schedule 3.8 except any that are specifically designated by Buyer as comprising Excluded Assets, (ii) any Contracts entered into by Seller in the ordinary course of business between the date hereof and the Closing Date pursuant to Section 5.1(g) or that Buyer otherwise specifically agrees in writing to assume, and (iii) time sales contracts entered into by Seller in compliance with Section 5.1(g).

“Books and Records” means all of the books and records of Seller related to the Business or the operation of the Stations (other than any included in the Excluded Assets).

“Business” means the business and operations of Seller relating to the Stations.

“Business Day” means any day of the year on which banks are not required or authorized to be closed in either the State of New York or the State of California.

“Buyer Material Adverse Effect” means any event, circumstance or condition that, individually or when aggregated with all other similar events, circumstances or conditions, would reasonably be expected to have a material adverse effect on the ability of Buyer to consummate the transactions and perform the obligations contemplated by this Agreement; *provided, however*, that Buyer Material Adverse Effect shall not include any effect arising out of or resulting from (v) general economic, financial, competitive or market conditions, including any downturn caused by terrorist activity or a natural disaster, such as an earthquake or hurricane, (w) changes affecting the radio broadcasting industry generally, (x) new or changed legislation, rules or regulations imposed or adopted by Governmental Authorities, (y) any public announcement of the transactions contemplated by this Agreement, or (z) any action taken by Seller or its Affiliates.

“Closing” means the consummation of the transactions contemplated by this Agreement, including the assignment, transfer, conveyance and delivery of the Assets and the Purchase Price and the assumption of the Assumed Liabilities as contemplated hereunder.

“Closing Date” means the date of Closing, which shall be set by Buyer with at least five days’ prior written notice to Seller, that is (i) not earlier than the first Business Day after the FCC Consent is granted, and (ii) not later than ten Business Days following the date upon which the FCC Consent has become a Final Order; *provided* that the consummation of the Closing on the designated Closing Date is subject to the terms of Section 7 and Section 8. If Buyer fails to specify the date for Closing prior to the fifth Business Day after the date upon which the FCC Consent becomes a Final Order, the Closing shall take place on the tenth Business Day after the date upon which the FCC Consent becomes a Final Order.

“Closing Place” means the offices of Buyer’s counsel in Washington, D.C., or such other location agreed upon by the Parties, including by electronic exchange of the documents to be delivered at the Closing.

“Code” means the Internal Revenue Code of 1986, as amended.

“Communications Act” means the Communications Act of 1934, as amended.

“Compensation Arrangement” means any plan or compensation arrangement other than an Employee Plan, whether written or unwritten, which provides to Employees, former Employees, officers, directors and shareholders of Seller or any entity related to Seller (under the terms of Sections 414(b), (c), (m) or (o) of the Code), any compensation or other benefits, whether deferred or not, in excess of base salary, sales commissions or wages (excluding overtime pay), including any bonus or incentive plan, stock rights plan, deferred compensation arrangement, stock purchase plan, severance pay plan and any other employee fringe benefit plan.

“Consents” means the consents, permits or approvals of Government Authorities and other third parties required by Seller to transfer the Assets to Buyer or otherwise for Seller to consummate the transactions contemplated hereby.

“Contracts” means the leases, contracts, commitments, understandings and agreements whether written or oral (including any amendments and other modifications thereto), to which Seller is a party or which are binding upon Seller and which relate to the Assets or the business or operations of the Stations.

“Employee Plan” means any pension, retirement, profit-sharing, deferred compensation, vacation, severance, bonus, incentive, medical, vision, dental, disability, life insurance or other employee benefit plan as defined in Section 3(3) of ERISA to which either of the Seller or any entity related to Seller (under the terms of Sections 414 (b), (c), (m) or (o) of the Code) contributes or which either of Seller or any entity related to Seller (under the terms of Sections 414 (b), (c), (m) or (o) of the Code) sponsors or maintains, or by which Seller or any such entity is otherwise bound.

“Employees” means the persons employed by Seller on a full or part-time basis with respect to the Business.

“Enforceability Exceptions” means the exceptions or limitations to the enforceability of contracts under bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or similar laws affecting creditors’ rights generally, and by the application of general principles of equity (regardless of whether enforcement is considered in a proceeding at law or in equity).

“Environmental Laws” means the Legal Requirements applicable to Seller’s operations or the Real Property relating to health, safety or the environment, including the Handling of Hazardous Substances or the presence of Hazardous Substances on the Real Property.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

“Escrow Agent” means the Escrow Agent named in the Escrow Agreement, and any successors thereto pursuant to the terms of the Escrow Agreement.

“Escrow Agreement” means the Escrow Agreement being entered into among Buyer, Seller and the Escrow Agent on the date hereof.

“Escrow Amount” means the sum of the Escrow Deposit, plus all interest or other earnings thereon.

“Escrow Deposit” means the sum of One Million Dollars (\$1,000,000) that is being deposited by Buyer with the Escrow Agent in immediately available funds on the date hereof to secure the obligations of Buyer to close under this Agreement, with such deposit being held by the Escrow Agent in accordance with the Escrow Agreement.

“Excluded Assets” means (i) all cash and cash equivalents or similar type investments of Seller, (ii) all promissory notes, amounts due from Employees or other similar obligations payable to Seller, and all Receivables, (iii) all refunds or credits (including interest thereon or claims therefrom) of Taxes paid by Seller prior to the Closing Date, (iv) all refunds of premiums paid on, and rights and claims or proceeds payable under, insurance policies relating to events occurring prior to the Closing Date, (v) bonds, letters of credit, surety instruments and other similar items (other than amounts posted by parties to Assumed Contracts as deposits or other security held by Seller), (vi) Seller’s corporate and tax records and the account books of original entry, general ledger and financial records used in connection with the Stations (*provided* that Seller shall provide Buyer with a copy of any such records related to the Business that Buyer shall reasonably request), (vii) Seller’s Employee Plans and insurance Contracts, (viii) Seller’s Compensation Arrangements except to the extent that Schedule 3.8 specifically provides for the assumption of any such Compensation Arrangement by Buyer, (ix) intercompany accounts receivable and accounts payable, (x) all interest in and to refunds of Taxes relating to all periods prior to and including the Closing Date, (xi) all tangible and intangible personal property disposed of or consumed between the date of this Agreement and the Closing Date, as permitted under this Agreement, (xii) all rights to marks designated on Schedule 3.9 as Excluded Intellectual Property, and all goodwill associated therewith, *provided* that, in each case, Seller or one of its Affiliates shall grant Buyer, at its request, the right, pursuant to a license to continue to use such mark in the manner used by Seller at the applicable Station on a basis exclusive in the

Spokane Arbitron Metro so long as Buyer uses such mark, but non-exclusive in that no right is granted to Buyer hereunder with respect to other markets, and such right is limited to the extent of Seller's rights, (xiii) the financial and payroll systems used by Seller and its Affiliates, whether in hard copy, stored on a computer, disk or otherwise, (xiv) Group Contracts, except to the extent that Schedule 3.8 specifically provides for the partial assignment and assumption of any such Group Contract, (xv) unless specifically listed on Schedule 3.6 to this Agreement, any tangible personal property used or held for use by Seller or an Affiliate of Seller that is not located or that has not in accordance with past practice been located, at the Stations' offices, studios or transmitter sites, or that was not acquired by Seller for use in operating the Stations, (xvi) all ASCAP, BMI and SESAC licenses, (xvii) all items of personal property owned by personnel at the Stations, (xviii) any cause of action or claim relating to any event or occurrence prior to and including the Closing Date, and (xix) such additional assets as are set forth in Schedule 1.1B hereto.

"FCC" means the Federal Communications Commission.

"FCC Consent" means action by the FCC granting its consent to the assignment of the FCC Licenses by Seller to Buyer as contemplated by this Agreement.

"FCC Licenses" means the Licenses (including auxiliary facilities) issued or granted to Seller by the FCC, as set forth on Schedule 3.7.

"Final Order" means the FCC Consent that has not been vacated, reversed, stayed, enjoined, set aside, annulled or suspended, and with respect to which no requests or applications are pending for administrative or judicial review, reconsideration, appeal or stay, and the time for filing any such request or application and the time for the FCC to set aside the action on its own motion have expired.

"GAAP" means United States generally accepted accounting principles as currently in effect as of the date hereof consistently applied.

"Group Contracts" means Contracts that contemplate the provision of products or services either by a third party to another station or business of Seller or any of its Affiliates, or to a third party by another station or business of Seller or any of its Affiliates, other than or in addition to or by the Stations.

"Governmental Authority" means any court or any federal, state, county, local governmental, legislative or regulatory body, agency, department, authority, instrumentality or other subdivision thereof, including the FCC.

"Handling" means the production, use, generation, storage, treatment, recycling, disposal, discharge, release or other handling or disposition of any kind of any Hazardous Substances.

"Hazardous Substance" means any pollutant, contaminant, hazardous or toxic substance, material, constituent or waste or any pollutant that is labeled or regulated as such by any Governmental Authority pursuant to any Environmental Law.

“Intellectual Property” means all of Seller’s rights in and to the trademarks, service marks, trade names, copyrights, licenses and other intellectual property rights applied for, issued to, or owned by Seller or under which Seller is licensed or franchised and which are used or useful in the Business or the operation of the Stations, together with any additions thereto between the date of this Agreement and the Closing Date.

“Judgment” means any judgment, writ, order, injunction, determination, award or decree of or by any court, judge, justice or magistrate, including any bankruptcy court or judge, and any order of or by a Governmental Authority.

“knowledge” or “to the knowledge” of a Party (or similar phrases) means actual knowledge of a fact, or constructive knowledge if a reasonably prudent person in a like position would have known or should have known the fact, by appropriate executives and managerial personnel of such Party, including for Seller, the market manager and chief engineer of the Stations.

“Legal Requirement” means any statute, ordinance, code, law, rule, regulation, permit or permit condition, Judgment, or other requirement, standard or procedure enacted, adopted or applied by any Governmental Authority.

“Liabilities” means all claims, obligations, commitments or liabilities of a Person of any nature, absolute, accrued, contingent or otherwise, known or unknown, whether matured or unmatured.

“Licenses” means all licenses, permits, registrations and other authorizations issued by the FCC, the Federal Aviation Administration, or any other federal, state, or local Governmental Authorities to Seller in connection with the conduct of the Business or operations of the Stations, together with any pending applications therefor and any additions, renewals, extensions or modifications thereto between the date of this Agreement and the Closing Date.

“Lien” means any lien, pledge, security interest, mortgage, deed of trust or other encumbrance.

“Noncompetition Agreement” means the Noncompetition Agreement to be executed and delivered at Closing by Buyer and Seller, substantially in the form of Exhibit A.

“Permitted Liens” means the following: (i) statutory landlord’s liens and liens for current Taxes not yet due and payable (or being contested in good faith); (ii) zoning laws and ordinances and similar Legal Requirements; (iii) rights reserved to any Governmental Authority to regulate the affected property; (iv) as to interests in Real Property, any easements, rights-of-way, servitudes, permits, restrictions and minor imperfections or irregularities in title that are reflected in the public records and that do not individually or in the aggregate materially interfere with the right or ability to own, use, lease or operate the Real Property as presently utilized; (v) in the case of any leased asset (1) the rights of any lessor under the applicable lease agreement or any Lien granted by any Lessor and (2) the rights of the grantor of any easement or any Lien granted by such grantor on such easement property, (vi) inchoate materialmen’s, mechanics’, workmen’s, repairmen’s or other similar Liens arising in the ordinary course of business with

respect to obligations that are not yet due and payable, and (vii) any Liens set forth in Schedule 1.1C.

“Person” means any person or entity, whether an individual, trustee, corporation, general partnership, limited partnership, trust, unincorporated organization, business association, firm, joint venture or Governmental Authority.

“Real Property” means all real property and interests in real property, including fee estates, leaseholds and subleaseholds, purchase options, easements, licenses, rights to access, and rights of way, and all buildings, other improvements or fixtures located thereon, and all other real property interests that are used or useful in the Business or the operation of the Stations, together with any additions thereto between the date of this Agreement and the Closing Date.

“Receivables” means all accounts receivable and other receivables of Seller arising out of the sale of commercial air time or advertising spots broadcast on the Stations prior to or on the Closing Date, or commercial production services provided prior to or on the Closing Date.

“Seller Material Adverse Effect” means any event, circumstance or condition that, individually or when aggregated with all other similar events, circumstances or conditions, would reasonably be expected to have a material adverse effect on the property, operations or condition (financial or otherwise) or results of operations of the Business or the Stations, or the ability of Seller to consummate the transactions and perform the obligations contemplated by this Agreement; *provided, however*, that Seller Material Adverse Effect shall not include any effect arising out of or resulting from (v) general economic, financial, competitive or market conditions, including any downturn caused by terrorist activity or a natural disaster, such as an earthquake or hurricane, (w) changes affecting the radio broadcasting industry generally, (x) new or changed legislation, rules or regulations imposed or adopted by Governmental Authorities, (y) any public announcement of the transactions contemplated by this Agreement or (z) any action taken by Buyer or its Affiliates.

“Tangible Personal Property” means all studio, office and transmitter site equipment, transmitters, antennas, computer hardware, machinery, tools, vehicles, furniture, furnishings, fixtures, inventory, spare parts, and other tangible personal property that is used or useful in the conduct of the Business or the operation of the Stations, together with any additions thereto between the date of this Agreement and the Closing Date.

“Taxes” means any taxes, charges, fees, levies or other assessments, including income, excise, use, transfer, payroll, occupancy, property, sales, franchise, unemployment and withholding taxes, penalties and interest imposed by the United States or any state, county, local or foreign government or subdivision or agency thereof.

“Tradeout Agreement” means, as to a Station, any contract, agreement, or commitment, oral or written, pursuant to which Seller has agreed to sell or trade commercial air time or commercial production services of such Station in consideration for any property or service in lieu of or in addition to cash.

1.2 Terms Defined Elsewhere in this Agreement. In addition to (i) the defined terms in the preamble, recitals and Section 1.1 hereof, or (ii) certain defined terms used solely within a

single section hereof, the following is a list of terms used in this Agreement and a reference to the section hereof in which such term is defined:

<u>Term</u>	<u>Section</u>
Adjustments	2.3(b)
Assumed Liabilities	2.4
Auditor	2.3(d)
Claimant	10.4
Claim Notice	10.4
Closing Cash Payment	2.2
Collection Period	6.10(a)
Discovery Period	2.3(d)
Environmental Condition	6.3
FCC Rule Violation	6.4
Financial Statements	3.11
Indemnity Period	10.1
Indemnitor	10.4
KGA	2.2(a)(1)
KPIG	2.2(a)
KPIG Upgrade	2.2(a)
Losses	10.2
Non-Assumed Liabilities	2.4
Purchase Price	2.2
Seller's Estimate	2.3(b)
Title Defect	6.5(c)
Upgrade Consideration	2.2(a)

1.3 Clarifications. Words used in this Agreement, regardless of the gender and number specifically used, shall be deemed and construed to include any other gender and any other number as the context requires. As used in this Agreement, the word "including" is not limiting, and the word "or" is both conjunctive and disjunctive. Except as specifically otherwise provided in this Agreement in a particular instance, a reference to a section, schedule or exhibit is a reference to a section of this Agreement or a schedule or exhibit hereto, and the terms "hereof," "herein," and other like terms refer to this Agreement as a whole, including the Schedules and Exhibits to this Agreement, and not solely to any particular part of this Agreement. The descriptive headings in this Agreement are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

## Section 2: PURCHASE OF ASSETS

2.1 Agreement to Sell and Buy. Subject to the terms and upon satisfaction of the conditions contained in this Agreement, at the Closing, Seller shall sell, convey, transfer, assign and deliver to Buyer all of Seller's right, title and interest in and to the Assets, and Buyer shall purchase, acquire and accept from Seller all of Seller's right, title and interest in and to the Assets, free and clear of all Liens other than Permitted Liens.



2.2 Purchase Price. The purchase price for the Assets shall be Twenty Two Million Five Hundred Thousand Dollars (\$22,500,000) (the "Purchase Price"), as adjusted preliminarily as of Closing and finalized subsequent to Closing pursuant to Section 2.3. The preliminary determination of the Purchase Price that shall be payable by Buyer on the Closing Date (the "Closing Cash Payment"), shall be paid by Buyer at the Closing by wire transfer of immediately available funds to Seller or another designee of Seller and to an account thereof designated in writing by Seller.

(a) Upgrade Consideration. In addition to the Purchase Price, subject to and conditioned upon the completion by Buyer within four (4) years of Closing of the upgrade of radio station KPIG(AM), Facility ID No. 40137, Piedmont, California ("KPIG"), with the FCC's approval (which shall have become a final order) from a nighttime power of 230 watts to such increased power as Buyer shall determine to be feasible (the "KPIG Upgrade"), Buyer shall pay to Seller contingent additional consideration in the amount of One Dollar (\$1.00) multiplied by the increase in the population located within KPIG's nighttime coverage contour as a result of the KPIG Upgrade, *provided* that such amount shall not exceed One Million Five Hundred Thousand Dollars (\$1,500,000) (the "Upgrade Consideration"). To Buyer's knowledge, based on the 2000 Census, 224,000 persons are located within the present nighttime coverage contour of KPIG operating with a nighttime power of 230 watts. To provide assistance in the KPIG Upgrade project, Buyer shall retain a qualified, nationally known consulting engineering firm. Using applicable FCC methodology, such consulting engineers shall determine the population located within the present nighttime coverage contour and the expanded contour resulting from the KPIG Upgrade, and the population located within the expanded nighttime coverage contour shall be set forth in the FCC minor change application filed by Buyer with respect to the KPIG Upgrade.

(1) Promptly following the filing of the Assignment Application, Buyer shall prepare, file and prosecute an appropriate FCC minor change application to increase the nighttime power of KPIG, and Seller shall cooperate and prepare, file and prosecute an appropriate FCC minor change application to reduce the nighttime signal strength of KGA(AM), Spokane, Washington ("KGA") to such decreased nighttime power as shall be reasonably necessary to accommodate KPIG's increase in power, *provided, however*, that Buyer shall bear all fees and expenses for engineering services and FCC filing fees with respect to the preparation of such applications, and *provided, further*, that Seller shall have no obligation to reduce the nighttime signal strength of KGA prior to Closing in the event that its application shall be approved by the FCC prior to Closing.

(2) Following Closing Buyer shall use its commercially reasonable best efforts (i) to prosecute the minor change applications if they remain pending at the FCC, (ii) obtain the approval of the FCC to the KPIG Upgrade, and (iii) upon Buyer's receipt of construction permits therefor, to complete as soon as reasonably practicable the construction authorized by the FCC, and upgrade KPIG's power to such power as shall have been authorized by the FCC. Buyer shall file appropriate notices of program test authority for KPIG and KGA with the FCC as and when required by the FCC, and within ten (10) days after commencement of such program test authority, Licensee shall file with the FCC appropriate applications for licenses for KPIG and KGA to incorporate the changes approved by the FCC in the construction permits. Within three (3) Business Days thereafter Buyer shall pay Seller the appropriate

amount of Upgrade Consideration (together with interest thereon if required pursuant to the terms of subsection (3) below), by wire transfer of immediately available funds pursuant to wire transfer instructions provided in writing by Seller.

(3) If the construction permits for the KPIG Upgrade and the KGA nighttime power decrease are not issued within two (2) years of Closing but are subsequently issued and the KPIG Upgrade is completed prior to the fourth anniversary of Closing, interest shall accrue on the amount of the Upgrade Consideration at the prime rate as published from time to time in the Money Rates column of the Wall Street Journal from the second anniversary of Closing until payment of the Upgrade Consideration.

(b) Escrow Deposit. Concurrently with the execution and delivery of this Agreement, Buyer and Seller are executing and delivering the Escrow Agreement, and Buyer is depositing the Escrow Deposit with the Escrow Agent to be held pursuant thereto. Upon the Closing, Buyer and Seller shall instruct the Escrow Agent to pay the amount of the Escrow Amount to Buyer or another designee of Buyer, by wire transfer of immediately available funds to an account designated by Buyer.

## 2.3 Adjustments and Prorations.

(a) Subject to the terms of this Agreement, all revenues and all expenses arising from the Business prior to or on the Closing Date, including tower rental, business and license fees, utility charges, real and personal property Taxes and assessments levied against the Assets, Tangible Personal Property rentals, applicable copyright or other fees (including program license payments), revenues and expenses under the Assumed Contracts (including security deposits under the Assumed Contracts, if any), sales and service charges, Taxes (except for Taxes arising from the transfer of the Assets hereunder), annual regulatory fees, music license fees and similar prepaid and deferred items, shall be prorated between Seller and Buyer in accordance with GAAP and subject to the general principle that Seller shall receive the benefit of all revenues, and be responsible for all costs, expenses and Liabilities, allocable to the Stations for the period prior to or on the Closing Date, and Buyer shall receive the benefit of all revenues, and be responsible for all costs, expenses and Liabilities, allocable to the Stations after the Closing Date, including that Seller shall receive a credit for all prepaid expense (including prepaid tower rent) incurred by Seller with respect to the Stations after the Closing Date; *subject, however*, to the following:

(1) An adjustment and proration shall be made in favor of Buyer or Seller, as applicable, for the amount, if any, by which the fair market value of the goods or services to be received by the Stations under their Tradeout Agreements as of the Closing Date exceeds, or is less than, the value of any advertising time remaining to be run by the Stations as of the Closing Date.

(2) There shall be no adjustment and proration for program barter.

(3) Seller shall be entitled to all revenue and bear all expenses and Liabilities relating to the Excluded Assets both prior to and after Closing.

(4) With respect to each Employee who is offered and accepts employment with Buyer after Closing, there shall be an adjustment in favor of Buyer in the amount of such Employee's accrued and unused vacation time.

(b) Seller shall prepare and submit to Buyer, not later than five (5) Business Days prior to the Closing Date, a written good faith estimate of the adjustments and prorations set forth in subsection (a) above (the "Adjustments") in accordance with this Section 2.3, along with Seller's estimate of the Purchase Price resulting from the Adjustments ("Seller's Estimate"). After delivery of Seller's Estimate, including all supporting documentation of any proposed Adjustments, and prior to Closing, Buyer and Seller shall in good faith attempt to resolve any disputes between them with respect to the determination of the Closing Cash Payment. If as of Closing any items shall be in dispute between them with respect to the Closing Cash Payment, the Purchase Price adjusted to reflect those Adjustments agreed to by the Parties shall be used to determine the amount of the Closing Cash Payment payable on the Closing Date, with such disputed items to be settled between the Parties following Closing pursuant to subsections (c) and (d) below.

(c) Within forty-five (45) days following Closing, Seller shall prepare and deliver to Buyer (i) an unaudited schedule of assets and liabilities and statements of operating income and cash flow of the Stations and the Business as of the Closing Date and for the period beginning on the first day of the calendar month in which the Closing shall occur and ended on the Closing Date, and (ii) a schedule showing any changes to the Adjustments that Seller believes to be appropriate. Except as provided in Section 2.3(d), a final settlement of all Adjustments made under this Section 2.3, with payment being made by the appropriate Party by wire transfer of immediately available funds to an account designated by the Party entitled to receive such payment, shall occur no later than ninety (90) days after the Closing Date. Each Party having documentation regarding the basis for or amount and payment status of any Adjustment shall, upon request of the other Party, provide the other Party with a copy of such documentation.

(d) In the event that the Parties cannot agree on the amount of the final Adjustments, the determination shall be made by a national or regional accounting firm jointly designated by the Parties (the "Auditor"). The Auditor shall make the determination based on GAAP in effect on the Closing Date. Either Party may invoke the use of the Auditor by notifying the other Party in writing, *provided* that neither Party may invoke the use of the Auditor to determine the final Adjustments earlier than ninety (90) days after the Closing Date. In the event that either Party invokes the use of the Auditor, there shall be a thirty (30) day period (the "Discovery Period") when the Parties may request of and shall provide to each other in writing or computer format where appropriate any documentation or records in the possession of the other Party that are related to a claim or defense to be made to the Auditor. Fifteen (15) Business Days after the expiration of the Discovery Period, the Parties shall have the opportunity to present their claims and supporting documentation to the Auditor. The Auditor shall be required to render a decision within fifteen (15) Business Days after each Party shall have presented (or have foregone the opportunity to present) its claims and supporting documentation to the Auditor. The decision of the Auditor shall be final and binding on the Parties and shall not be subject to any judicial challenge by either Party. Within five (5) Business Days after the Auditor provides the determination to the Parties, payment in accordance with that determination

shall be made by the appropriate Party by wire transfer of immediately available funds to an account designated by the Party entitled to receive such payment. The expenses of the Auditor shall be paid by the Party which, based on the Auditor's resolution of the disputed item(s), is not the substantially prevailing Party.

2.4 Assumed Liabilities. At and after the Closing, Buyer shall assume and timely (i) pay, discharge and perform all Liabilities arising out of or relating to Buyer's ownership of the Assets or operation of the Stations after the Closing Date, including all Liabilities attributable to periods after the Closing Date under or with respect to the Licenses and the Assumed Contracts, and (ii) pay or discharge any amounts owed by Seller to suppliers, advertisers and other customers of the Business, and, with respect to accrued and unused vacation time, to Seller's Employees who are employed by Buyer following Closing, to the extent of any prorated expenses or deposits for which Buyer received an adjustment to the Purchase Price as part of the Adjustments (the "Assumed Liabilities"). All Liabilities not expressly assumed by Buyer in accordance with the preceding sentence are referred to herein as "Non-Assumed Liabilities" and shall remain and be the obligations and liabilities solely of Seller.

### Section 3: REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Buyer as follows:

3.1 Organization and Authority. Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Nevada, and qualified to do business in the State of Washington. Seller has all requisite corporate power and authority (i) to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby, and (ii) to own, lease and operate the Stations and the Assets owned by it and to carry on the Business as now being conducted.

3.2 Authorization and Binding Obligations. The execution, delivery and performance of this Agreement by Seller have been duly and validly authorized by all necessary corporate action by Seller. This Agreement has been duly executed and delivered by Seller and constitutes a valid and binding agreement of Seller enforceable against it in accordance with its terms, except as its enforceability may be limited by Enforceability Exceptions.

3.3 No Contravention; Consents. Subject to obtaining the Consents, the execution, delivery and performance of this Agreement, the consummation of the transactions contemplated hereby and the compliance with the provisions hereof by Seller will not (i) violate any provisions of the organizational documents of Seller, (ii) result in the breach of, constitute a default under, or result in the creation of any Lien upon any of the Assets under the provisions of, any Contract, or (iii) violate any Legal Requirements applicable to Seller. Except for the Consents set forth in Schedule 3.3, no consent, approval, or authorization of any Governmental Authorities or other third party is required by Seller in connection with the execution, delivery and performance of this Agreement by Seller or the consummation by Seller of the transactions contemplated hereby.

3.4 Title to Assets. Seller has good and marketable title to all of the Assets, free and clear in each case of any Liens except for Permitted Liens. The Assets include all assets necessary to conduct the Business and operations of the Stations as presently conducted, except

for any necessary assets included in the Excluded Assets. Except for any Contracts that are included in the Excluded Assets or disclosed on Schedule 3.8, Seller has no Contracts with any of its Affiliates, and has not been involved in any business arrangement or relationship with any Affiliate relating to the Stations or any of the Assets, and no Affiliate of Seller holds any tangible or intangible properties or rights with respect to the Assets or the Business or operation of the Stations.

3.5 Real Property. Schedule 3.5 sets forth an accurate and complete list of all owned and leased Real Property, and Seller's interests therein, including with respect to the owned Real Property, street address and legal description. All Real Property (including the improvements thereon) (i) is in good condition and repair consistent with its present use, (ii) is available for immediate use in the conduct of the Business and the operations of the Stations, and (iii) complies in all material respects with all applicable building or zoning codes and the regulations of any Governmental Authority having jurisdiction, except to the extent that existing improvements are grandfathered under such codes and regulations. Seller has good and marketable fee simple title to all fee estates (including the improvements thereon) included in the Real Property. Each Real Property lease is in full force and effect. All towers, guy anchors, and buildings and other improvements included in the Assets are located entirely on the Real Property listed in Schedule 3.5. With respect to each leasehold or subleasehold interest included in the Real Property, so long as Seller fulfills its obligations under the lease therefor, Seller has enforceable rights to nondisturbance and quiet enjoyment, and to Seller's knowledge, no third party holds any interest in the leased premises with the right to foreclose upon Seller's leasehold or subleasehold interest. Except as disclosed on Schedule 3.5, to Seller's knowledge all easements, rights-of-way, and real property licenses included in the owned Real Property have been properly recorded in the appropriate public recording offices. Seller has received no notice that an event or condition has occurred and presently exists that constitutes under the terms of any Real Property lease a material default by Seller, or to Seller's knowledge by any third party bound thereby.

3.6 Tangible Personal Property. Schedule 3.6 lists certain items of Tangible Personal Property as compiled from Seller's Books and Records maintained in the ordinary course of business; while such list is accurate in all material respects with respect to the items listed thereon, it is not complete and is not based upon a recent inventory of Tangible Personal Property. Schedule 3.8 lists each lease to which Seller is a party with respect to any items of Tangible Personal Property and accurately identifies the Tangible Personal Property leased pursuant thereto. Except as specified on Schedule 3.6, all Tangible Personal Property is in good condition and repair, normal wear and tear excepted, and available for immediate use in the operation of the Stations and the conduct of the Business as presently conducted. All items of transmitting and studio equipment included in the Tangible Personal Property (i) have been maintained in a manner consistent with generally accepted standards of good engineering practice, and (ii) will permit the Stations and any auxiliary broadcast facilities related to the Stations to operate in accordance with the terms of the FCC Licenses and any applicable Legal Requirements of the FCC and other Governmental Authorities.

3.7 Licenses. Schedule 3.7 is an accurate and complete list of all FCC Licenses and other material Licenses. All FCC Licenses and other material Licenses are validly issued in the name of Seller, are in full force and effect, are not subject to any conditions that would require

operation of the Stations in a manner materially different than their operations as of the date of this Agreement, and to Seller's knowledge, are not subject to any conditions outside the ordinary course other than those set forth on the face of such FCC Licenses or on Schedule 3.7, or that generally affect the radio broadcast industry or substantial segments thereof. No waiver of FCC rule or policy is required for Seller to be the holder of any of the FCC Licenses. Except as set forth in Schedule 3.7, Seller has complied in all material respects with all the terms of the Licenses, and there are no pending applications filed by Seller seeking to modify any License, and no pending revocations of any License. Seller 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. To Seller's knowledge, there are no facts that would, under existing Legal Requirements, including those of the FCC, prohibit or prevent, or result in a material delay in, Seller's assignment or transfer of the FCC Licenses or the other Assets to Buyer.

3.8 Contracts. Schedule 3.8 is an accurate and complete list of all Contracts, including Group Contracts, except (i) Contracts with advertisers for the sale of advertising time on the Stations in the ordinary course of business for cash at rates consistent with past practices, that may be canceled by Seller without penalty on not more than thirty days' notice, (ii) Tradeout Agreements, (iii) oral employment agreements terminable at will, and (iv) miscellaneous service Contracts entering into in the ordinary course of business that may be canceled without breach, fee, payment or penalty on thirty (30) days' or less notice. Excluding any Contracts included in the Excluded Assets and except as disclosed on Schedule 3.8, Seller has delivered to Buyer true and complete copies of all written Contracts, true and complete memoranda of all oral Contracts (including any amendments and other modifications to such Contracts), and a schedule summarizing Seller's obligations under its Tradeout Agreements relating to the Stations. Except as set forth on Schedule 3.3, no Assumed Contract requires the Consent of any other contracting party to the transactions contemplated by this Agreement. Seller is not (and, to Seller's knowledge, no other party is) in breach or default in any material respect under, any of the Assumed Contracts.

3.9 Intellectual Property. Schedule 3.9 contains a description of the material items of Intellectual Property (exclusive of those required to be listed in Schedule 3.7), which are valid and in full force and effect and, to Seller's knowledge, uncontested. Seller is not aware that it is infringing upon or otherwise acting adversely to any trademarks, trade names, copyrights or similar intellectual property rights owned by any other Person.

3.10 Personnel Matters.

(a) Employees. Schedule 3.10 contains a complete and accurate list as of the date set forth thereon of all Employees, together with each such Employee's present position and annual salary.

(b) Employment Agreements and Compensation Arrangements. Except as listed in Schedule 3.8 or described in Schedule 3.10, Seller has no written or oral contracts of employment with any Employee of the Stations other than oral employment agreements terminable at will without penalty. Seller has furnished or made available to Buyer true and complete copies of all employee handbooks, employee rules and regulations, if any, and any

written summaries or other descriptions of Seller's current Employee Plans and Compensation Arrangements provided or made available to its Employees.

(c) Labor Unions. Seller is not a party to any collective bargaining agreement. To Seller's knowledge, (i) none of the Employees is presently a member of any collective bargaining unit related to his or her employment, and (ii) no collective bargaining unit has filed a petition for representation of any of the Employees.

3.11 Financial Information. Schedule 3.11 comprises true and complete copies of the following financial statements of Seller with respect to the operation of the Stations (the "Financial Statements"): (i) an unaudited income statement and operating statement for calendar year 2006; and (ii) an unaudited income statement and operating statement for the four-month period ended April 30, 2007. The Financial Statements have been prepared in accordance with the internal accounting policies of Seller, as applied on a consistent basis to financial reporting at the radio station level, present fairly in all material respects the results of operations for the calendar years or interim period then ended, and are derived from the books and records of Seller and the Stations, which books and records are correct and complete in all material respects. Except as described on Schedule 3.11, the Financial Statements taken as a whole do not in any material respect overstate the revenues generated by, or understate the true costs and expenses incurred in, the conduct of the Business or operations of the Stations as currently conducted by Sellers or otherwise materially inaccurately reflects the operations of the Stations.

3.12 Taxes. Seller has filed, or caused to be filed, in respect of the Business, with the appropriate Governmental Authorities, all required Tax returns, and Seller has paid, caused to be paid or accrued all Taxes shown to be due and payable or claimed to be due and payable thereon, except where the failure to file such returns or pay or accrue such Taxes could not reasonably be expected to result in a Lien on the Assets or in the imposition of transferee liability on Buyer for the payment of such Taxes. To Seller's knowledge, Seller has no Liability material in amount for any Taxes due and owing. There are no proceedings pending pursuant to which Seller is or could be made liable for any taxes, penalties, interest, or other charges, the liability for which could extend to Buyer as transferee of the Assets or as operator of the Stations following Closing.

3.13 Claims and Litigation. Except as set forth on Schedule 3.13, there are no Actions pending or, to Seller's knowledge, threatened by or against Seller relating to the Assets, the Business or the transactions contemplated by this Agreement. Except as described on Schedule 3.7, there is (i) no complaint or other proceeding pending, outstanding, or to Seller's knowledge threatened, before the FCC as a result of which an investigation, notice of apparent liability or order of forfeiture may be issued from the FCC relating to the Stations, (ii) no FCC notice of apparent liability or order of forfeiture pending, outstanding, or to Seller's knowledge threatened, against Seller or the Stations, and (iii) no investigation pending, outstanding, or to Seller's knowledge threatened, with respect to any violation or alleged violation of the Communications Act or any FCC rule, regulation or policy by Seller.

3.14 No Interference With Signal. There currently exists no interference to any Station's signal from other broadcast stations, or to Seller's knowledge, by any Station's signal to other broadcast stations, in each case beyond that permitted by the FCC's rules and, to Seller's

knowledge, there are no applications pending at the FCC the grant of which would cause objectionable interference to any Station.

3.15 Compliance with Laws. Except as set forth in Schedule 3.15, Seller is in compliance in all material respects with all applicable Legal Requirements and FCC Licenses relating to the Stations, the Business and the Assets. To Seller's knowledge, no event has occurred and no condition or circumstance exists, that might in any material respect (with or without notice or lapse of time) constitute, or result directly or indirectly in, a default under, a breach or violation of, or a failure to comply with any Legal Requirement. The Stations, their physical facilities, electrical and mechanical systems, and transmitting and studio equipment are operated in material compliance with the specifications of the FCC Licenses, the Communications Act, and the rules, regulations and policies of the FCC. Except as set forth on Schedule 3.7 and except to the extent that any noncompliant existing antenna structures are grandfathered (with any such grandfathered noncompliance known to Seller being described on Schedule 3.15), the antenna structures owned or used by the Stations are in material compliance with the Legal Requirements of the FCC and the Federal Aviation Administration. The location and staffing of the Stations' main studio comply with the Legal Requirements of the FCC. All material reports and other filings required by the FCC with respect to the FCC Licenses or by other Governmental Authorities with respect to the Assets, the Business or the operation of the Stations have been timely filed with the appropriate Governmental Authorities, and all such reports and other filings are substantially complete and correct as filed. All FCC regulatory fees assessed with respect to the FCC Licenses have been timely paid.

3.16 Environmental Matters. Except in compliance in all material respects with Environmental Laws, there is no (and there has not previously been any) (i) Handling of any Hazardous Substances at, on, from or around any Real Property or on any properties surrounding or adjacent to any Real Property, (ii) presence of Hazardous Substances on or around any Real Property, and (iii) underground tanks, PCBs or asbestos-containing materials located on or around any Real Property; *provided, however*, that the foregoing representations with respect to "around" or "on any properties surrounding or adjacent to" any Real Property, or with respect to any time period prior to the start date of Seller's ownership of such Real Property shall be qualified by Seller's actual knowledge. Neither Seller nor any Person acting on behalf of Seller has released any other Person from any claims Seller might have, or have had, for any matter relating to the presence or Handling of Hazardous Substances on any Real Property. No Liens have been, or are, imposed on any of the Assets under any Environmental Laws. Seller is in compliance in all material respects with all Environmental Laws applicable to the Real Property or its operations of the Stations. Seller has not received any notice of or, to Seller's knowledge, is not the subject of, any Action by any person alleging liability under or noncompliance with any Environmental Law. Seller has delivered to Buyer copies of all reports, notices, or other documentation relating to Hazardous Substances on or around the Real Property in Seller's possession.

3.17 Insurance. The Business and Assets and employees of the Stations are insured against loss, damage, or injury in amounts customary in the broadcast industry.

3.18 Conduct of Business in Ordinary Course. Between April 30, 2007 and the date of this Agreement, Seller has conducted the Business and the operation of the Stations in the



ordinary and usual course consistent with past practice in all material respects, and has not (i) made any material increase in compensation payable or to become payable to any of the Employees, (ii) made any sale, assignment, lease or other transfer of any of Seller's properties other than Excluded Assets, obsolete or worn-out assets no longer necessary for the operation of the Stations, or other assets sold or disposed of in the normal course of business with suitable replacements being obtained therefor; (iii) suffered any material damage or destruction (whether or not covered by insurance) to any of its material assets which assets have not been repaired or replaced; or (iv) experienced any Seller Material Adverse Effect.

3.19 Brokers. Seller has not engaged any agent, broker or other Person acting pursuant to the express or implied authority of Seller which is or may be entitled to a commission or broker or finder's fee in connection with the transactions contemplated by this Agreement or otherwise with respect to the sale of the Assets or the Business.

#### Section 4: REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to Seller as follows:

4.1 Organization and Authority. Buyer is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Delaware and will as of Closing be qualified to do business in the State of Washington. Buyer has all requisite limited liability company power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby.

4.2 Authorization and Binding Obligations. The execution, delivery and performance of this Agreement by Buyer have been duly and validly authorized by all necessary limited liability company action. This Agreement has been duly executed and delivered by Buyer and constitutes a valid and binding agreement of Buyer, enforceable against Buyer in accordance with its terms, except as its enforceability may be limited by Enforceability Exceptions.

4.3 No Contravention; Consents. Subject to obtaining the Consents, the execution, delivery and performance of this Agreement, the consummation of the transactions contemplated hereby and the compliance with the provisions hereof by Buyer will not (i) violate any provisions of the organizational documents of Buyer, (ii) violate any Legal Requirements applicable to Buyer, or (iii) require the consent of any third party, or violate, or be in conflict with, or constitute a default under any contract or agreement to which Buyer is a party, such that Buyer cannot perform its obligations hereunder in all material respects. Except for the Consents set forth in Schedule 3.3 or with respect to the financing to be obtained by Buyer for the consummation hereof, no material consent, approval, license or authorization of any Governmental Authorities or other third party is required by Buyer in connection with the execution, delivery and performance of this Agreement by Buyer or the consummation by Buyer of the transactions contemplated hereby.

4.4 Brokers. Buyer has not engaged any agent, broker or other Person acting pursuant to the express or implied authority of Buyer which is or may be entitled to a commission or broker or finder's fee in connection with the transactions contemplated by this Agreement or otherwise with respect to the sale of the Assets or the Business.

4.5 Claims and Litigation. There are no Actions pending or, to Buyer's knowledge, threatened by or against Buyer relating to the transactions contemplated by this Agreement that, if adversely determined, would reasonably be expected to have a Buyer Material Adverse Effect.

4.6 FCC Qualifications. 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. To Buyer's knowledge, there are no facts that would, under existing Legal Requirements, including those of the FCC, disqualify Buyer to be the assignee of the FCC Licenses or the owner and operator of the other Assets. No waiver of any FCC rule or policy relating to the qualifications of Buyer is necessary for the FCC Consent to be obtained.

#### Section 5: PRE-CLOSING COVENANTS OF THE PARTIES

5.1 Covenants of Seller. Seller covenants and agrees from and after the execution and delivery of this Agreement to and including the Closing Date as follows; *provided, however*, that each of such covenants or agreements is subject to the terms of any prior written consents that may be given by Buyer with respect thereto:

(a) Commercially Reasonable Efforts. Seller shall use its commercially reasonable efforts to cause the transactions contemplated by this Agreement to be consummated in accordance with the terms hereof, and, without limiting the generality of the foregoing, use its commercially reasonable efforts to obtain all necessary Consents required in connection with this Agreement and the transactions contemplated hereby, including the FCC Consent and any required Consents of other Governmental Authorities with lawful jurisdiction over Seller. Seller shall make all filings with and give all notices to third parties that may be reasonably necessary of Seller in order to consummate the transactions contemplated hereby. Seller shall not be required to make any payments to any Person which is a party to any Contract in order to obtain its Consent except that Seller shall pay any administrative or application fees customarily payable to such Person, or other fees or amounts specifically required by the terms of Seller's Contract therewith, in connection with requests for its Consent.

(b) Control of the FCC Licenses and the Stations. Notwithstanding any provision of this Agreement to the contrary, pending the Closing, Seller shall maintain actual (*de facto*) and legal (*de jure*) control over the FCC Licenses and the Stations. Seller shall retain responsibility for the operation of the Business and the Stations pending the Closing, including responsibility for the following matters: access to and use of the facilities of and equipment owned by Seller; control of the daily operation of the Stations; creation and implementation of policy decisions; employment and supervision of Employees; payment of financing obligations and expenses incurred in the operation of the Stations prior to the Closing; receipt and distribution of moneys and profits derived from the operation of the Stations; and execution and approval of all contracts and applications prepared and filed before the FCC or any other Governmental Authority.

(c) Access. Seller shall give Buyer and its counsel, accountants, engineers, and other authorized representatives reasonable access to the Assets and to all other properties, equipment, books, records, Contracts, and documents relating to the Stations for the purpose of audit and inspection, including inspections incident to the environmental study described in

Section 6.3 and the engineering study described in Section 6.4, and will furnish or cause to be furnished to Buyer or its authorized representatives all information with respect to the Business or the operation of the Stations that Buyer may reasonably request (including any financial reports and operations reports produced with respect to the Business or the operation of the Stations), *provided* that such access shall not interfere unreasonably with the business and operations of the Stations.

(d) Financial Reports. Seller shall furnish Buyer each month unaudited monthly financial statements of the Stations and the Business within thirty (30) days after each month end, which financial statements shall comply with the representations and warranties with respect to the Financial Statements set forth in Section 3.11 (except that such monthly financial statements shall pertain to different periods than the Financial Statements).

(e) Ordinary Course. Seller shall conduct the Business and operate the Stations in the ordinary course of business consistent with past practice. Seller shall make the capital expenditures for Tangible Personal Property that are contemplated for the Stations in Seller's current budget during the time period prior to Closing, which expenditures are described in Schedule 5.1(e). Seller shall use commercially reasonable efforts to preserve and maintain the Assets (including maintaining appropriate insurance on the Assets), to keep its organization intact, to preserve the Business, and to preserve the goodwill of suppliers, customers, Governmental Authorities and others dealing with Seller with respect to the Stations. Seller's financial Books and Records shall be maintained in the usual manner on a basis consistent with prior years.

(f) Licenses. Seller shall not cause or permit, by any act or failure to act, any of the Licenses to expire or to be revoked, suspended, or modified, or take any action that could cause the FCC or any other governmental authority to institute proceedings for the suspension, revocation, or adverse modification of any of the Licenses. Seller shall not fail to prosecute with due diligence any applications to any governmental authority in connection with the operation of the Stations.

(g) Contracts and Liens. Seller shall use its commercially reasonable efforts to (i) not default under, or breach any term or provision of, or suffer or permit to exist any condition or event that, after notice or lapse of time, or both, would constitute a default under, any material Assumed Contract, (ii) not cause or permit the termination, modification or amendment of any material Assumed Contract, and (iii) not create, assume, consent to or suffer to exist any Lien on any of its Assets (other than Permitted Liens), in each case other than in the ordinary course of business. Unless Buyer shall have given its prior written consent, Seller shall not enter into any new Contract or incur any obligation (including obligations arising from the amendment of any existing Contract) that will be binding on Buyer after the Closing, except for, as entered into in the ordinary course of business consistent with Seller's past practices, cash time sales agreements that can be terminated by the Stations without penalty on no more than 30 days prior notice, and Contracts that do not involve consideration under any one Contract in excess of Ten Thousand Dollars (\$10,000), and in the aggregate under all such Contracts, in excess of Fifty Thousand Dollars (\$50,000), in each case measured as of Closing (with in determining such consideration, Sellers' termination rights under each such Contracts being taken into consideration, together with any penalties or fees payable upon exercise of such

termination rights). Prior to the Closing Date, Seller shall deliver to Buyer a list of all Assumed Contracts entered into between the date of this Agreement and the Closing Date, together with copies of such Assumed Contracts.

(h) Personnel Recommendations. Seller shall promptly notify Buyer as vacancies occur among managerial personnel (including the market manager, sales manager, director of sales, operations manager, program director, traffic director and chief engineer) at any of the Stations and consider for employment all personnel recommended by Buyer for such vacant positions.

(i) Compliance with Laws. Seller shall comply in all material respects with all Licenses held by Seller and all Legal Requirements applicable to Seller, the Stations or the conduct of the Business.

(j) Disposal of Assets; No Solicitation. Seller shall not (i) sell, transfer, lease, assign or otherwise dispose of or distribute any of the Assets to any third party except for the disposition of items of Tangible Personal Property in the ordinary course that either are obsolete or unnecessary for the continued operation of the Stations as currently operated or are being replaced by replacement property of equivalent kind and value acquired by Seller, (ii) knowingly solicit, encourage, entertain, negotiate or enter into with any third party any such transaction or agreement of the nature described in clause (i) above, or (iii) provide any non-public information about the Stations to any third party other than pursuant to the terms of a Contract listed in Schedule 3.8.

(k) No Inconsistent Action. Seller shall not take any action that is inconsistent with its obligations under this Agreement, that could reasonably be expected to cause any of its representations or warranties set forth herein to be untrue as of Closing in any material respect, or that could hinder or delay the consummation of the transactions contemplated by this Agreement.

5.2 Covenants of Buyer. Buyer covenants and agrees that from and after the execution and delivery of this Agreement to and including the Closing Date as follows:

(a) Commercially Reasonable Efforts. Buyer shall use its commercially reasonable efforts to cause the transactions contemplated by this Agreement to be consummated in accordance with the terms hereof, and, without limiting the generality of the foregoing, use its commercially reasonable efforts to obtain all necessary Consents required in connection with this Agreement and the transactions contemplated hereby, including the FCC Consents, and any other required Consents of any other Governmental Authorities with lawful jurisdiction over Buyer and other authorizations required in connection with this Agreement and the transactions contemplated hereby. Notwithstanding the foregoing, Buyer shall have no obligation (i) to expend funds to obtain any of the Consents, except as provided below with respect to the FCC Consent, or (ii) to agree to any adverse change in any License or Assumed Contract to obtain a Consent required with respect thereto.

(b) No Control. Notwithstanding any provision of this Agreement to the contrary, pending the Closing, Buyer shall do nothing to interfere with Seller's actual (*de facto*)

and legal (*de jure*) control over the FCC Licenses and the Stations. Buyer acknowledges and agrees that the responsibility for the operation of the Business and the Stations shall, pending the Closing, reside with Seller, including responsibility for those matters set forth in Section 5.1(b).

(c) No Inconsistent Action. Buyer shall not take any action that is inconsistent with its obligations under this Agreement, that could reasonably be expected to cause any of its representations or warranties set forth herein to be untrue as of Closing in any material respect, or that could hinder or delay the consummation of the transactions contemplated by this Agreement.

## Section 6: JOINT COVENANTS

6.1 Consultations regarding Consents of Governmental Authorities. The Parties shall consult with one another as to the approach to be taken with any Governmental Authority with respect to obtaining any necessary Consent of such Governmental Authority to the transactions contemplated hereby, including the FCC Consent, and each Party shall keep the other Party reasonably informed as to the status of any communications by it with any Governmental Authority. No Party hereto shall make any material commitments relating to any Consent of any Governmental Authority, including the FCC Consent, that would alter in any material way any application or request filed jointly by the Parties with respect to the transactions contemplated hereby without the other Party's prior written consent.

6.2 Joint Filings. Seller and Buyer shall cooperate in the preparation of the Assignment Application to be filed by Seller with the FCC no later than seven (7) Business Days following the date hereof, and with any other applicable Governmental Authority as soon as practicable following the date hereof, requesting the approval of the assignment and transfer of the Licenses (as appropriate) and the other Assets and the Business to Buyer.

(a) Each of the Parties hereto shall diligently take or cooperate in the taking of all steps that are reasonably necessary or appropriate to expedite the prosecution and favorable consideration of such applications. The Parties shall undertake all actions and file such materials as shall be reasonably necessary or required to obtain any necessary waivers or other authority in connection with the foregoing applications.

(b) Buyer and Seller shall diligently prosecute the Assignment Application and otherwise use their commercially reasonable efforts to obtain the FCC Consent as soon as possible; *provided, however*, that except as provided in Section 12.2 with respect to the payment of the FCC's filing fees, neither Buyer nor Seller shall be required to pay consideration to any third party to obtain the FCC Consent. Buyer and Seller each shall oppose any petitions to deny or other objections filed with respect to the Assignment Application to the extent such petition or objection relates to such Party.

(c) Each Party agrees to comply with any condition imposed on it by the FCC Consent, except that no Party shall be required to comply with a condition if (i) the condition was imposed on it as the result of a circumstance the existence of which does not constitute a breach by the Party of any of its representations, warranties, or covenants under this Agreement, and (ii) compliance with the condition would have a material adverse effect upon it. Buyer and

Seller shall oppose any requests for reconsideration or judicial review of the FCC Consent. If the Closing shall not have occurred for any reason within the original effective period of the FCC Consent, and neither Party shall have terminated this Agreement under Section 11, the parties shall jointly request an extension of the effective period of the FCC Consent. No extension of the FCC Consent shall limit the exercise by either Party of its rights under Section 11.

6.3 Environmental Audit. Seller shall provide Buyer any known Phase I environmental surveys of the owned Real Property of the Stations that are in its possession or reasonably accessible to Seller. Within 45 days of the date of this Agreement, Buyer may, at its option and expense, retain an environmental consultant to be selected by Buyer to perform a Phase I environmental survey of the owned Real Property of the Stations. If the survey discloses any material violation of, or material condition requiring remediation under applicable Environmental Laws (an “Environmental Condition”) and such Environmental Conditions, in the aggregate, have an estimated remediation cost less than \$300,000, then Seller shall remediate or undertake to remediate such conditions in all material respects prior to Closing, provided that the completion of such remediation shall not be a condition to Buyer’s obligation to close hereunder. If such Environmental Conditions, in the aggregate, have an estimated remediation cost of \$300,000 or more, then within 10 Business Days after delivery to Seller of such environmental assessment, Seller shall notify Buyer of Seller’s election to either (i) remediate or undertake at its expense to remedy such conditions in all material respects prior to Closing, *provided* that the completion of such remediation prior to Closing shall not be a condition to Buyer’s obligation to close hereunder but in the event that such remediation shall not be completed as of Closing, Seller shall at its expense complete such remediation as soon as practicable following Closing, or (ii) not remediate or undertake to remedy such conditions, in which event Buyer may terminate this Agreement on written notice to Seller.

6.4 Engineering Study. Within 45 days of the date of this Agreement, Buyer may, at its option and expense, retain an engineering firm to perform an inspection of the Stations and to prepare a report on the Stations’ compliance with the applicable FCC rules. If the survey discloses any material violation of the FCC Rules (an “FCC Rule Violation”) and such FCC Rule Violations, in the aggregate, have an estimated correction cost of less than \$50,000, then Seller shall correct such FCC Rule Violations in all material respects prior to Closing, *provided* that the completion of such correction shall not be a condition to Buyer’s obligation to close hereunder. If such FCC Rule Violations, in the aggregate, have an estimated correction cost of \$50,000 or more, then within 10 Business Days after delivery to Seller of such survey, Seller shall notify Buyer of Seller’s election to either (i) correct at its expense such FCC Rule Violations in all material respects prior to Closing, *provided* that the completion of such correction shall not be a condition to Buyer’s obligation to close hereunder but in the event that such correction shall not be completed as of Closing, Seller shall at its expense complete such correction as soon as practicable following Closing, or (ii) not undertake to remedy such FCC Rule Violation, in which event Buyer may terminate this Agreement on written notice to Seller.

6.5 Title Insurance and Surveys.

(a) Title Insurance on Fee Property. With respect to each parcel of Real Property that Seller owns, Buyer may, at its option, undertake to obtain, at or prior to Closing, an ALTA Owner’s Policy of Title Insurance Form B-1987 (or equivalent policy acceptable to

Buyer), insuring title to such parcel to be in the name of Buyer as of the Closing, subject only to liens or encumbrances expressly permitted by this Agreement.

(b) Surveys. With respect to each parcel of Real Property, as to which a title insurance policy is to be procured pursuant to this Agreement, Seller shall cooperate with Buyer and permit Buyer to obtain a current survey of the parcel, prepared by a licensed surveyor and conforming to current ALTA Minimum Detail Requirements for Land Title Surveys, disclosing the location of all improvements, easements, party walls, sidewalks, roadways, utility lines, and other matters customarily shown on such surveys, and showing access affirmatively to public streets and roads.

(c) Notice. If the commitment for the title insurance or the survey described in this Section 6.5 discloses any material deficiencies in the title to the Real Property (a "Title Defect") owned by Seller, Buyer shall so notify Seller as soon as practicable. If such Title Defects, in the aggregate, have an estimated correction cost of less than \$50,000, then Seller shall correct such Title Defects in all material respects prior to Closing, provided that the completion of such correction shall not be a condition to Buyer's obligation to close hereunder. If such Title Defects, in the aggregate, have an estimated correction cost of \$50,000 or more, then within 10 Business Days after delivery to Seller of such title commitment or survey, Seller shall notify Buyer of Seller's election to either (i) correct at its expense such Title Defect in all material respects prior to Closing, *provided* that the completion of such correction shall not be a condition to Buyer's obligation to close hereunder but in the event that such correction shall not be completed as of Closing, Seller shall at its expense complete such correction as soon as practicable following Closing, or (ii) not undertake to remedy such Title Defect, in which event Buyer may terminate this Agreement on written notice to Seller.

#### 6.6 Employee Matters.

(a) Seller shall retain full responsibility and liability for offering and providing "continuation coverage" to any "qualified beneficiary" who is covered by a "group health plan" sponsored or contributed to by Seller for the benefit of its Employees and who has experienced a "qualifying event" or is receiving "continuation coverage" on or prior to the Closing. "Continuation coverage," "qualified beneficiary," "qualifying event" and "group health plan" shall each have the meaning given such term under Section 4980B of the Code and Section 601 *et seq.* of ERISA.

(b) Buyer shall offer employment commencing on the Closing Date to each of the employees employed by Seller at the Stations on such date ("Station Employees"), other than up to five (5) employees selected by Buyer in its sole discretion who Buyer decides not to hire ("Non-Continuing Employees"); provided, however, that the Non-Continuing Employees shall not include the general manager, sales manager, traffic director, or chief engineer and may include only one program director. The Station Employees accepting such offers shall be referred to as the "Transferred Employees". Except for Transferred Employees whose employment contracts are assumed by Buyer under the terms hereof, the terms and conditions of Buyer's employment of the Transferred Employees shall be at-will employment on substantially similar terms and conditions as those provided by Seller immediately prior to Closing. With respect to the Non-Continuing Employees, Seller shall be responsible for satisfying in full all

amounts owed to such Non-Continuing Employees, including wages, salaries, severance pay, sick pay, accrued vacation, any employment, incentive, compensation or bonus agreements or other benefits or payments relating to the period of employment by Seller. Seller may, at its option after conferring with Buyer, provide stay bonuses to its Employees.

(c) Buyer shall, at such times as shall be arranged by Buyer with Seller, meet with Seller's Employees prior to Closing and provide appropriate information to such Employees regarding Buyer's prospective operation of the Stations and opportunities for employment post-Closing. At least three (3) weeks prior to Closing, Buyer shall provide Seller with written notice of the Employees who Buyer selects as Non-Continuing Employees. Subject to consummation of the Closing, Seller shall terminate the Transferred Employees, effective as of midnight on the Closing Date, and ensures that any Non-Continuing Employee understands that he or she shall perform services for Seller at a location other than the Stations, effective as of midnight on the Closing Date.

6.7 Notification of Changes. Buyer and Seller shall give prompt notice to one another of (i) the occurrence or nonoccurrence of any event the occurrence or nonoccurrence of which has caused or would be likely to cause any representation or warranty contained in this Agreement to be untrue or inaccurate in any material respect at or prior to the Closing Date, and (ii) any material failure of Buyer or Seller, as the case may be, to comply with or satisfy in any material respect any covenant, condition or agreement to be complied with or satisfied by it hereunder; *provided, however*, that the delivery of any notice pursuant to this Section 6.7 shall not cure such breach or non-compliance or limit or otherwise affect the remedies available hereunder to the Party receiving such notice.

6.8 Confidentiality. Except as necessary for the consummation of the transaction contemplated by this Agreement, and except as and to the extent required by applicable Legal Requirements, each Party will keep confidential all information obtained from the other Party in connection with the transactions contemplated by this Agreement (unless such information thereafter becomes generally available to the public, is otherwise available to it on a non-confidential basis from another source, or has been developed independently by it). If this Agreement is terminated, each Party will, upon request, return to the other Party all information obtained by the first Party from the other Party in connection with the transactions contemplated by this Agreement.

6.9 Press Releases. No Party hereto will issue any press release or make any other public announcements concerning this Agreement or the transactions contemplated hereby except with the prior approval (not to be unreasonably withheld) of the other Party hereto regarding the timing and content of such announcement; *provided* that any Party hereto may make any disclosure that it in good faith determined to be necessary to comply with applicable Legal Requirements so long as such Party shall give prior written notice to the other Party of such disclosure.

6.10 Receivables. At Seller's request:

(a) For the period from the Closing Date until ninety (90) days after the Closing Date (the "Collection Period"), Buyer, as agent for Seller, shall collect on behalf of



Seller all Receivables with the same care and diligence as Buyer uses with respect to its own accounts receivable, except that Buyer shall not refer any of the Receivables to a collection agency or to an attorney for collection, or compromise, settle or adjust the amount of any Receivable except with the prior written approval of Seller.

(b) During the Collection Period all payments received from account debtors shall be applied to the account designated or identifiable with respect to the amount collected and if not identifiable, to the oldest account not more than ninety (90) days past due. Buyer will promptly provide Seller a copy of any written notice of any disputes received from any account debtor with respect to a Receivable.

(c) Buyer shall remit all payments owed to Seller (as set forth in this Section 6.10) within thirty (30) days after the last day of each month, together with a list of the accounts and amounts collected during the relevant period to which such payments pertain, *provided* that the first such payment to Seller of collected Receivables shall not be due earlier than sixty (60) days following Closing.

(d) So long as Buyer is in compliance with this Section 6.10, during the Collection Period neither Seller nor any of its representatives or agents, shall make any direct solicitation of the account debtors for collection purposes with respect to the Receivables or other direct attempts to collect such Receivables from account debtors during such Collection Period except (i) as may be agreed to by Buyer, (ii) with respect to those Receivables that shall have become more than ninety (90) days past due, and (iii) those Receivables from which Buyer has received written notice of a dispute from the account debtor.

(e) No later than ten (10) Business Day after the Collection Period, Buyer shall remit to Seller all amounts collected by Buyer from account debtors not previously remitted to Seller and furnish Seller with a compilation of the accounts and amounts collected during such period and all files concerning any uncollected Receivables, and Buyer shall have no further responsibilities under the Section 6.10 except to remit promptly to Seller any amounts subsequently received by it on account of the Receivables.

6.11 Allocation of Purchase Price. Buyer and Seller shall use commercially reasonable good faith efforts to agree on the allocation of the Purchase Price in accordance with the rules under Section 1060 of the Code; *provided, however*, that if the Parties are unable to agree to such allocation, each Party may make such allocation as it may determine in its sole discretion. Subject to such agreement on the allocation of the Purchase Price, no filings made by either Party with any taxing or other authority shall reflect an allocation other than in the manner agreed upon and each Party shall timely make all filings required by any taxing authority, including the filing of Internal Revenue Service Form 8594.

6.12 Risk of Loss. The risk of any loss, damage, impairment, confiscation or condemnation of any of the tangible Assets shall be borne by Seller at all times prior to and on the Closing Date, and by Buyer at all times after the Closing Date. In the event that any such loss or damage occurring prior to Closing shall be sufficiently substantial so that any representation or warranty of Seller shall not be true and correct in all material respects at Closing (after giving consideration to any repairs, restoration or replacement to occur prior to

Closing), Seller shall promptly notify Buyer in writing of the circumstances, and Buyer, at any time within ten days after receipt of such notice, may elect by written notice to Seller either to (i) proceed toward consummation of the transactions contemplated by this Agreement in accordance with the terms hereof, and subject to the occurrence of Closing, complete the restoration and replacement of the Assets after Closing, in which event Seller shall deliver to Buyer all insurance proceeds received in connection with such damage, destruction or other event, or (ii) terminate this Agreement. If Buyer elects to so terminate this Agreement, Buyer and Seller shall promptly instruct the Escrow Agent to return the Escrow Amount to Buyer, and Buyer and Seller shall stand fully released and discharged of any and all other obligations hereunder.

6.13 Noncompetition Agreement. At Closing, Buyer and Seller shall enter into the Noncompetition Agreement. Subject to the terms, conditions and exceptions set forth therein, Seller shall covenant and agree that without prior written consent of Buyer, neither Seller nor any Affiliate of Seller will compete with Buyer's radio station business and operations in the Spokane radio market for a two (2) year period following the Closing Date; *provided, however*, that affiliation agreements entered into by the ABC Radio Networks with other radio stations in the Spokane radio market shall not be prohibited.

6.14 Bulk Sales. Seller and Buyer hereby waive compliance by the other with bulk sales Legal Requirements applicable to the transactions contemplated hereby.

6.15 Further Assurances. On and after the Closing Date, the Parties will take all appropriate and commercially reasonable actions and execute all documents, instruments or conveyances of any kind that may be reasonably necessary or advisable to put Buyer in possession and operating control of the Assets and the Stations, or to otherwise carry out any of the provisions hereof.

#### Section 7: CONDITIONS PRECEDENT TO OBLIGATION OF SELLER TO CLOSE

The obligations of Seller to sell the Assets and to otherwise consummate the transactions contemplated by this Agreement are subject to the satisfaction or waiver, on or prior to the Closing Date, of each of the following conditions:

7.1 Representations, Warranties and Covenants. All representations and warranties of Buyer contained in this Agreement shall be true and correct in all material respects (if not qualified by materiality), and true and correct (if so qualified), at and as of the Closing Date as if such representations and warranties were made at and as of the Closing Date except for (i) any representation or warranty that is expressly stated only as of a specified earlier date, in which case such representation or warranty shall be true and correct in all material respects (if not qualified by materiality), and true and correct (if so qualified), as of such earlier date, or (ii) changes in any representation or warranty that are contemplated by this Agreement; and Buyer shall have performed in all material respects all agreements and covenants required hereby to be performed by Buyer prior to or on the Closing Date, disregarding any nonperformance by Buyer that was caused by an act or omission of Seller or its agents.

7.2 Closing Deliveries. Seller shall have received from Buyer the documents and other items to be delivered to Seller by Buyer pursuant to Section 9.3 of this Agreement.

7.3 FCC Consent. The FCC Consent shall have been issued.

7.4 No Injunction. No material Legal Requirement shall have been promulgated, enacted, entered or enforced, and no other action in any court proceeding shall have been taken, by any Governmental Authority that has the effect of making illegal or of restraining or prohibiting the consummation of the transactions contemplated hereby.

#### Section 8: CONDITIONS PRECEDENT TO OBLIGATION OF BUYER TO CLOSE

The obligations of Buyer to purchase the Assets and to otherwise consummate the transactions contemplated by this Agreement are subject to the satisfaction or waiver, on or prior to the Closing Date, of each of the following conditions:

8.1 Representations, Warranties and Covenants. All representations and warranties of Seller contained in this Agreement shall be true and correct in all material respects (if not qualified by materiality), and true and correct (if so qualified), at and as of the Closing Date as if such representations and warranties were made at and as of the Closing Date except for (i) any representation or warranty that is expressly stated only as of a specified earlier date, in which case such representation or warranty shall be true and correct in all material respects (if not qualified by materiality), and true and correct (if so qualified), as of such earlier date, or (iii) changes in any representation or warranty that are contemplated by this Agreement, and Seller shall have performed in all material respects all agreements and covenants required hereby to be performed by Seller prior to or on the Closing Date, disregarding any nonperformance by Seller that was caused by an act or omission of Buyer or its agents.

8.2 Closing Deliveries. Buyer shall have received from Seller the documents and other items to be delivered by Seller pursuant to Section 9.2 of this Agreement.

8.3 FCC Consent. The FCC Consent shall have been issued without the imposition of any material adverse condition, and Seller shall have complied with any conditions imposed on it by the FCC Consent. The balance of the current license term of each of the FCC Licenses shall be what is applicable generally to radio stations licensed to communities in the State of Washington.

8.4 Material Consents. Each Consent that is designated by Buyer on Schedule 3.3 as being a "required consent" shall have been obtained without any adverse change in the terms or conditions of each License or Contract to which such Consent relates from those in effect on the date hereof.

8.5 No Injunction. No material Legal Requirement shall have been promulgated, enacted, entered or enforced, and no other action in any court proceeding shall have been taken, by any Governmental Authority that has the effect of making illegal or of restraining or prohibiting the consummation of the transactions contemplated hereby.

## Section 9: THE CLOSING

9.1 The Closing. On the Closing Date and at the Closing Place, Seller shall make such deliveries as are set forth in Section 9.2, and Buyer shall make such deliveries as are set forth in Section 9.3. All transactions at the Closing are deemed to have taken place simultaneously and no transaction shall be deemed to have been completed, nor shall any document be deemed to have been delivered, until all transactions shall have been completed and all documents, delivered.

9.2 Deliveries by Seller to Buyer. Seller shall deliver to Buyer:

(a) Officer's Certificate. A certificate dated as of the Closing Date, executed on behalf of Seller by an officer of Seller, attesting to its fulfillment of the conditions set forth in Section 8.1;

(b) Resolutions. A copy of the resolutions of Seller, approving the transactions contemplated by this Agreement; and

(c) Transfer Documents. One or more warranty deeds, bills of sale, motor vehicle titles, assignments and other appropriate instruments of conveyance duly executed by Seller, transferring to Buyer all of the Assets in form and substance reasonably satisfactory to Buyer;

(d) Consents. A copy of each instrument evidencing each Consent that shall have been obtained prior to Closing;

(e) Estoppel Certificates. Estoppel certificates of the lessors of all leasehold and subleasehold interests included in the Real Property for which consent is required pursuant to the terms of such lease;

(f) Noncompetition Agreement. The Noncompetition Agreement duly executed by Seller;

(g) Licenses, Contracts, Books and Records. Copies of all Licenses, Assumed Contracts, blueprints, schematics, working drawings, plans, projections, engineering records, and other Books and Records included in the Assets; and

(h) Lenders' Certificates. Such certificates and confirmations to Buyer's lenders as Buyer may reasonably request in connection with obtaining financing for the performance of its payment obligations hereunder, and such other documents reasonably requested by Buyer to give effect to the transactions contemplated by this Agreement.

9.3 Deliveries by Buyer to Seller. Buyer shall deliver to Seller:

(a) Closing Cash Payment. The Closing Cash Payment in accordance with the provisions of Section 2.2 hereof;

(b) Officer's Certificate. A certificate dated as of the Closing Date, executed on behalf of Buyer by an officer of Buyer, attesting to its fulfillment of the conditions set forth in Section 7.1;

(c) Resolutions. A copy of the resolutions of Buyer approving the transactions contemplated by this Agreement;

(d) Assumption Agreements. One or more appropriate assumption agreements duly executed by Buyer, whereby Buyer assumes and agrees to perform the Assumed Liabilities in form and substance reasonably satisfactory to Seller; and

(e) Noncompetition Agreement. The Noncompetition Agreement duly executed by Buyer.

#### Section 10: INDEMNIFICATION

10.1 Survival. The representations and warranties of either Party contained in this Agreement or in any document delivered in connection herewith shall (i) be deemed to have been made on the date of this Agreement, and on the Closing Date, subject to any changes in any representation or warranty that are contemplated by this Agreement, (ii) be deemed to be material and to have been relied upon by the Parties notwithstanding any investigation made by the Parties, (iii) survive the Closing, and (iv) remain operative and in full force and effect for a period of eighteen (18) months following the Closing, *provided, however*, that the representations and warranties set forth in Sections 3.2, 3.4, 3.12, 3.16 and 4.2 shall survive until sixty days following the expiration of the applicable statute of limitations. (The applicable period of such survival subsequent to Closing is referred to as the "Indemnity Period.")

10.2 Seller's Indemnity. Following Closing Seller shall indemnify and hold harmless Buyer, its Affiliates and its representatives from and against any and all demands, losses, Liabilities, Actions, assessments, damages, fines, Taxes, penalties, reasonable costs and expenses (including reasonable expenses of investigation, and reasonable fees and disbursements of counsel, accountants and other experts) (the "Losses") incurred or suffered by Buyer, its Affiliates or its representatives, arising out of, resulting from or relating to:

(a) Any breach of any of the representations or warranties made by Seller in this Agreement or in any document delivered in connection herewith;

(b) Any failure by Seller to perform any of its covenants or agreements contained in this Agreement or in any document delivered in connection herewith; or

(c) The Non-Assumed Liabilities.

10.3 Buyer's Indemnity. Following Closing Buyer shall indemnify and hold harmless Seller, its Affiliates and its representatives from and against any and all Losses incurred or suffered by Seller, its Affiliates or its representatives, arising out of, resulting from or relating to:

(a) Any breach of any of the representations or warranties made by Buyer in this Agreement or in any document delivered in connection herewith;

(b) Any failure by Buyer to perform any of its covenants or agreements contained in this Agreement or in any document delivered in connection herewith; or

(c) The Assumed Liabilities and any Liabilities arising from events occurring after Closing relating to Buyer's ownership and control of the Assets, the Business and the Stations following the Closing.

10.4 Procedures. In the event that any Party hereto shall sustain or incur any Losses in respect of which indemnification may be sought by such Party pursuant to this Section 10, the Party seeking such indemnification (the "Claimant") shall assert a claim for indemnification by giving prompt written notice thereof (a "Claim Notice") which shall describe in reasonable detail the facts and circumstances upon which the asserted claim for indemnification is based, along with, if applicable, a copy of the claim or complaint by any third party relating thereto, to the Party providing indemnification (the "Indemnitor"). For purposes of this paragraph, any Claim Notice that is sent within fifteen (15) days of the date upon which the Claimant actually learned of such Loss shall be deemed to have been "prompt notice"; *provided* that failure of the Claimant to give the Indemnitor prompt notice as provided herein shall not relieve the Indemnitor of any of its obligations hereunder except to the extent that the Indemnitor is materially prejudiced by such failure.

(a) Upon the receipt of a Claim Notice regarding a claim or complaint by a third party against Claimant for which it seeks indemnification, the Indemnitor shall have the right to undertake (at its own expense), by counsel or representatives of its own choosing, the good faith defense, compromise or settlement to be undertaken on behalf of the Claimant and shall keep the Claimant reasonably informed with respect thereto, *provided* that the Indemnitor unconditionally agrees in writing that it shall provide indemnity to the Claimant for all Losses relating to the claim disclosed in the Claim Notice. Indemnity for such Losses shall not be deemed an admission of liability on the part of the Indemnitor as against any such third party. If the Indemnitor elects to undertake such defense by its own counsel or representatives, the Indemnitor shall give notice to the Claimant within thirty (30) days of its receipt of the Claim Notice. Notwithstanding the foregoing, the Indemnitor may not assume or control the defense if the named parties to the action giving rise to the Claim Notice (including any impleaded parties) include both the Indemnitor and the Claimant and representation of both Parties by the same counsel would be inappropriate (based on a written opinion of outside counsel) due to actual or potential differing interests between them, in which case the Claimant shall have the right to defend the action and to employ counsel reasonably approved by the Indemnitor, and, to the extent the matter is determined to be subject to indemnification hereunder, the Indemnitor shall reimburse the Claimant for all reasonable costs associated with such defense.

(b) The Claimant shall cooperate with the Indemnitor in such defense and provide the Indemnitor with all information and assistance reasonably necessary to permit the Indemnitor to settle and/or defend any such claim. Except as otherwise provided in the last sentence of Section 10.4(a), the Claimant may retain counsel (at the Claimant's expense) to monitor or participate in the defense of such claim, but the Indemnitor shall be entitled to control the defense unless the Claimant unconditionally agrees in writing to relieve the Indemnitor from liability with respect to the particular matter. The Indemnitor shall have the right in good faith to settle or compromise any such claim, *provided* that at least ten (10) days prior notice of such

settlement or compromise is given to the Claimant. Notwithstanding the foregoing, in connection with any such settlement or compromise negotiated by the Indemnitor, no Claimant shall be required by an Indemnitor to (i) enter into any settlement that does not include as an unconditional term thereof the delivery by the Claimant or plaintiff to the Claimant of a release from all liability in respect of such claim or litigation, or (ii) enter into any settlement that attributes by its terms any non-indemnified liability to the Claimant.

(c) If an Indemnitor fails, within thirty (30) days after the date of the Claim Notice to give notice to the Claimant of such Indemnitor's election to assume the defense thereof, the Indemnitor shall be bound by any determination made in such action or any compromise or settlement thereof effected by the Claimant and shall reimburse the Claimant for all Losses (including reasonable attorney's fees) incurred by the Claimant; *provided, however*, that the Claimant shall keep the Indemnitor advised on a timely basis of significant developments with respect to such defense and permit the Indemnitor to participate, at its own election and expense, at any time, in the defense thereof.

10.5 Qualifications and Limitations. Notwithstanding any provision contained in this Agreement to the contrary, the Indemnitor's obligations to indemnify the Claimant pursuant to Section 10.2 or 10.3 shall be subject to the following qualifications and limitations:

(a) The indemnity rights of Buyer under Section 10.2(a) or of Seller under Section 10.3(a), as Claimant, with respect to any breach of a representation or warranty by the other Party as Indemnitor expire upon the expiration of the Indemnity Period except with respect to any claim for indemnification for which a Claim Notice shall have been given prior to the expiration of the Indemnity Period.

(b) No indemnification shall be required to be made by Seller or Buyer, as Indemnitor, as the case may be, under Section 10.2(a) or 10.3(a), until the aggregate amount of Losses of Buyer or Seller as Claimant exceeds One Hundred Thousand Dollars (\$100,000), and the maximum liability of Seller or Buyer, as Indemnitor, as the case may be, under Section 10.2(a) or 10.3(a) shall be Five Million Dollars (\$5,000,000).

(c) In determining after Closing whether a breach has occurred with respect to any representation or warranty contained in Section 3 or Section 4 of this Agreement for purposes of the exercise by Buyer or Seller, as the case may be, of its indemnity rights under Section 10.2(a) or 10.3(a) hereof and the determination of the aggregate Losses sustained by Buyer or Seller, as the case may be, for purposes of Section 10.5(b), any exception for "Seller Material Adverse Effect" or "Buyer Material Adverse Effect" and any qualification by "in all material respects" in any representation or warranty shall be disregarded as if such representation or warranty did not contain such exception or qualification, and the phrase "material breach" or "material default" in any representation or warranty shall be read as if the word "material" were not present therein.

## Section 11: TERMINATION

11.1 Termination by Seller. This Agreement may be terminated by Seller and the purchase and sale of the Stations abandoned, if Seller is not then in material default, upon written notice to Buyer, upon the occurrence of any of the following:

(a) Conditions. Subject to Section 11.3, if on the date that would otherwise be the Closing Date, any of the conditions precedent to the obligations of Seller set forth in Section 7 has not been satisfied, or waived in writing by Seller.

(b) Judgments. If there shall be in effect on the date that would otherwise be the Closing Date any Judgment that would prevent or make unlawful the Closing.

(c) Failure to Close. If the Closing shall not have occurred on or before the first anniversary of the date on which the Assignment Application is filed.

11.2 Termination by Buyer. This Agreement may be terminated by Buyer and the purchase and sale of the Stations abandoned, if Buyer is not then in material default, upon written notice to Seller, upon the occurrence of any of the following:

(a) Conditions. Subject to Section 11.3, if on the date that would otherwise be the Closing Date, any of the conditions precedent to the obligations of Buyer set forth in Section 8 has not been satisfied, or waived in writing by Buyer.

(b) Judgments. If there shall be in effect on the date that would otherwise be the Closing Date any Judgment that would prevent or make unlawful the Closing.

(c) Failure to Close. If the Closing shall not have occurred on or before the first anniversary of the date on which the Assignment Application is filed.

(d) Environmental, Engineering and Real Property Surveys. If Buyer shall elect to exercise its termination rights pursuant to Section 6.3, 6.4 or 6.5(c).

(e) Damage to Assets. If Buyer shall elect to exercise its termination right pursuant to Section 6.12.

11.3 Unsatisfied Conditions; Opportunity to Satisfy. If upon the initially scheduled Closing Date any of the conditions precedent to the obligations of either Party set forth in Section 7 or Section 8 of this Agreement shall not have been materially satisfied, and the Party entitled to the benefit of such condition is unwilling to waive the satisfaction of such unsatisfied condition, then such Party shall provide the other Party with written notice specifying in reasonable detail the nature of such unsatisfied condition, whereupon the other Party shall have thirty (30) calendar days from the date of receipt of such notice to effect the satisfaction of such unsatisfied condition (but only if such condition is capable of being satisfied within such time period), and Closing shall be postponed until a Business Day specified by such other Party with five day's written notice to the Party requiring the satisfaction of such condition, with such postponed Closing to occur within five (5) Business Days of the satisfaction of such condition and no later than five (5) Business Days after the thirtieth calendar day following the initially



scheduled Closing Date. Notwithstanding the foregoing, no opportunity to cure shall be available to Buyer with respect to its obligation or ability to pay the Purchase Price at Closing, and the Closing Date shall only be subject to one postponement. If the unsatisfied condition is not satisfied in all material respects (or is not subject to such satisfaction) within such time period, then each Party shall be entitled to exercise its rights under Section 11 with this Section 11.3 having no further effect.

11.4 Effect of Termination. Upon termination: (i) if neither Party hereto is in material breach of any provision of this Agreement, the Parties hereto shall not have any further liability to each other; (ii) if Seller shall be in material breach of any provision of this Agreement, Buyer shall have the rights and remedies provided in Section 11.5 or otherwise available at law or equity; or (iii) if Buyer shall be in material breach of any provision of this Agreement, Seller shall be entitled to receive the Escrow Deposit as liquidated damages as provided in Section 11.6, with all interest or other earnings on the Escrow Deposit, less any compensation due the Escrow Agent, being disbursed to Buyer. If, upon termination, Buyer shall not be in breach of any material provision of this Agreement, the Escrow Amount, less any compensation due the Escrow Agent, shall be paid to Buyer.

11.5 Specific Performance. The Parties recognize that if Seller refuses to perform under the provisions of this Agreement or otherwise breaches its obligation to consummate this Agreement, monetary damages alone would not be adequate to compensate Buyer for its injury. Buyer shall therefore be entitled, in addition to any other remedies that may be available, to obtain specific performance of the terms of this Agreement. If any action is brought by Buyer to enforce this Agreement, Seller shall waive the defense that there is an adequate remedy at law.

11.6 Payment of Escrow Deposit to Seller as Liquidated Damages. If this Agreement is terminated as a result of a material breach by Buyer of any of its obligations, representations, warranties or covenants set forth in this Agreement, then and in that event Seller shall have the right to receive and retain the Escrow Deposit, with all interest or other earnings on the Escrow Deposit, less any compensation due the Escrow Agent, being disbursed to Buyer. The Parties agree that the amount of the actual damages suffered by Seller as a result of a breach by Buyer are likely to be difficult or impractical to ascertain and, therefore, the payment of the Escrow Deposit to Seller is fair and reasonable and does not constitute a penalty.

11.7 Attorneys' Fees. In the event of a default by either Party that results in a lawsuit or other proceeding for any remedy available under this Agreement, the prevailing party shall be entitled to reimbursement from the other party of its reasonable legal fees and expenses (whether incurred in arbitration, at trial, or on appeal).

11.8 Surviving Obligations. The rights and obligations of the Parties described in Sections 6.8 and 6.9, Section 12, and this Section 11 shall survive any termination.

## Section 12: MISCELLANEOUS

12.1 Notices. All notices, demands, and requests required or permitted to be given under the provisions of this Agreement shall be (i) in writing, may be delivered by personal delivery, sent by commercial delivery service or certified mail, return receipt requested, or sent

by email (with, if available under email options, a “delivery receipt” and a “read receipt” being requested), (ii) deemed to have been given on the date of actual receipt, which may be presumptively evidenced by the date set forth in the records of any commercial delivery service or on the return receipt, or on the date of the sender’s receipt of a “read receipt” from recipient or sender’s confirmation by phone of recipient’s receipt, and (iii) addressed to the recipient at the address specified below, or with respect to any party, to any other address that such party may from time to time designate in a writing delivered in accordance with this Section 12.1:

If to Buyer:

Mapleton Communications, LLC  
Attn: Adam Nathanson, President & CEO  
10900 Wilshire Blvd, Suite 1500  
Los Angeles, CA 90024  
Phone: 310-209-7253  
Email: [anathanson@mapletoncommunications.com](mailto:anathanson@mapletoncommunications.com)

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

John H. Pomeroy, Esq.  
Kevin P. Latek, Esq.  
Dow Lohnes PLLC  
1200 New Hampshire Avenue, NW  
Washington, D.C. 20036  
Phone: 202-776-2539  
Email: [jpomeroy@dowlohn.com](mailto:jpomeroy@dowlohn.com)

If to Seller:

Citadel Broadcasting Company  
Attn: Farid Suleman, CEO  
142 West 57th Street, 11th floor  
New York, NY 10019  
Phone: 212-887-1660  
Email: [fsuleman@citcomm.com](mailto:fsuleman@citcomm.com)

with copies (which  
shall not constitute  
notice) to:

Steven A. Lerman, Esq.  
Nancy A. Ory, Esq.  
Leventhal Senter & Lerman PLLC  
2000 K Street, N.W., Suite 600  
Washington, D.C. 20006  
Phone: 202-429-8970  
Email: [nory@lsl-law.com](mailto:nory@lsl-law.com)

12.2 Expenses. Seller and Buyer shall share equally all federal, state, and local sales or transfer taxes arising from the consummation of the transactions contemplated herein. Buyer and Seller shall also each pay one-half of any fees associated with filing the Assignment Application for the FCC Consent; *provided, however*, that Seller shall pay any fees associated with any other filing or similar fees relating to applications for any other Consent required from any Governmental Authority. Except as otherwise provided in this Agreement, Seller and Buyer shall each be liable for its own fees and expenses incurred in connection with the negotiation,

preparation, execution or performance of this Agreement and the consummation of the transactions contemplated herein.

12.3 Choice of Law. THIS AGREEMENT SHALL BE CONSTRUED, INTERPRETED AND THE RIGHTS OF THE PARTIES DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICTS OF LAW OF SUCH STATE.

12.4 Assignment. Neither this Agreement nor any of the rights or obligations hereunder may be assigned by Seller or Buyer without the prior written consent of the other Party hereto; *provided, however*, that Buyer may assign its rights and obligations under this Agreement, in whole or in part, to one or more of its Affiliates without seeking or obtaining Seller's prior approval in which event Buyer shall have no further obligation hereunder, and upon Closing Buyer may collaterally assign its rights and interests hereunder to its senior lenders without seeking or obtaining Seller's prior approval. Upon any permitted assignment by Buyer or Seller in accordance with this Section 12.4, all references to "Buyer" herein shall be deemed to be references to Buyer's assignee and all references to "Seller" herein shall be deemed to be references to Seller's assignee, as the case may be. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, and no other person shall have any right, benefit or obligation hereunder.

12.5 Entire Agreement. This Agreement, all schedules and exhibits hereto, and all documents and certificates to be delivered by the Parties pursuant hereto, collectively represent the entire understanding and agreement between the Parties hereto with respect to the subject matter of this Agreement. All schedules and exhibits attached to this Agreement shall be deemed part of this Agreement and are incorporated herein, where applicable, as if fully set forth herein. This Agreement supersedes all prior negotiations, letters of intent or other writings between the Parties and their respective representatives with respect to the subject matter hereof and cannot be amended, supplemented, or modified except by an agreement in writing that makes specific reference to this Agreement or an agreement delivered pursuant hereto, as the case may be, and which is signed by the Party against which enforcement of any such amendment, supplement, or modification is sought.

12.6 Waivers of Compliance; Consents. Except as otherwise provided in this Agreement, any failure of any of the Parties to comply with any obligation, representation, warranty, covenant, agreement, or condition herein may be waived by the Party entitled to the benefits thereof only by a written instrument signed by the Party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, representation, warranty, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. Whenever this Agreement requires or permits consent by or on behalf of any Party hereto, such consent shall be given in writing in a manner consistent with the requirements for a waiver of compliance as set forth in this Section.

12.7 Severability. In the event that any one or more of the provisions contained in this Agreement or in any other instrument referred to herein, shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or any other such instrument and this

Agreement shall be construed in a manner that, as nearly as possible, reflects the original intent of the Parties.

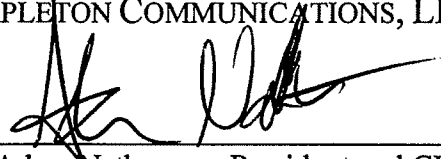
12.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, and all of which counterparts together shall constitute one and the same fully executed instrument. Delivery of counterpart signature pages may be effected by email of scanned copies of executed signature pages; *provided, however*, that the Parties shall promptly arrange to exchange executed original signature pages by personal or commercial overnight delivery.

*[END OF PAGE. SIGNATURES FOLLOW.]*

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto as of the date first above written.

BUYER:

MAPLETON COMMUNICATIONS, LLC

By:   
Adam Nathanson, President and CEO

SELLER:

CITADEL BROADCASTING COMPANY

By: \_\_\_\_\_  
Farid Suleman, CEO

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto as of the date first above written.

BUYER:

MAPLETON COMMUNICATIONS, LLC

By: \_\_\_\_\_  
Adam Nathanson, President and CEO

SELLER:

CITADEL BROADCASTING COMPANY

By:  \_\_\_\_\_  
Farid Suleman, CEO

### LIST OF EXHIBITS

Exhibit A	–	Noncompetition Agreement
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### LIST OF SCHEDULES

Schedule 1.1A	–	Excluded Assets
Schedule 1.1B	–	Permitted Liens
Schedule 3.3	–	Consents
Schedule 3.5	–	Real Property
Schedule 3.6	–	Tangible Personal Property
Schedule 3.7	–	Licenses
Schedule 3.8	–	Contracts
Schedule 3.9	–	Intellectual Property
Schedule 3.10	–	Personnel Matters
Schedule 3.11	–	Financial Statements
Schedule 3.13	–	Claims and Litigation
Schedule 3.15	–	Compliance with Legal Requirements
Schedule 5.1(e)	–	Capital Expenditures

## NONCOMPETITION AGREEMENT

This NONCOMPETITION AGREEMENT (this "Agreement") is dated \_\_\_\_\_, 2007, by CITADEL BROADCASTING COMPANY, a Nevada corporation ("Seller"), in favor of MAPLETON COMMUNICATIONS, LLC, a Delaware limited liability company ("Buyer").

### RECITALS:

A. Buyer and Seller are parties to an Asset Purchase Agreement dated June \_\_\_, 2007 (the "Purchase Agreement"), pursuant to which Seller has agreed to sell, convey, transfer, assign and deliver to Buyer certain Assets used in connection with the business and operations of the following seven radio stations serving the Spokane, Washington radio market (the "Stations"):

<u>Call Sign</u>	<u>Facility ID Number</u>	<u>Community of License</u>
KZBD(FM)	11243	Spokane, WA
KEYF(AM)	53148	Dishman, WA
KEYF-FM	53147	Cheney, WA
KJRB(AM)	11235	Spokane, WA
KDRK-FM	11242	Spokane, WA
KGA(AM)	11234	Spokane, WA
KBBD(FM)	36488	Spokane, WA

B. As a condition of closing, pursuant to Sections 8.2 and 9.2(f) of the Purchase Agreement, Seller agreed to deliver this Agreement to Buyer at the Closing.

### AGREEMENTS:

In consideration of good and valuable consideration received by Seller in or as a result of the Purchase Agreement, the receipt and sufficiency of such consideration being hereby acknowledged, Seller agrees as follows:

#### 1. Covenants.

(a) Noncompetition Covenant. Seller covenants and agrees that unless Buyer shall otherwise give its prior written consent (which consent may be given or withheld in the sole discretion of Buyer), for a period of two (2) years from the date hereof, neither Seller nor any Affiliate of Seller will, directly or indirectly, own, manage, operate, join, control, or engage or participate in the ownership, management, operation, or control of, or be connected as a shareholder, investor, agent, partner, member, joint venturer or otherwise with, any entity or organization, any part of which engages in the business of radio broadcasting through any radio broadcast station located in the same radio market (as defined by the FCC) as any of the Stations. Notwithstanding the foregoing, (i) the ownership of a company's securities listed on a national securities exchange, which constitute less than five percent (5%) of the outstanding voting stock



of such company and does not otherwise constitute control over such company, shall not be prohibited, and (ii) affiliation agreements entered into by the ABC Radio Networks with other radio stations in the Spokane radio market shall not be prohibited.

(b) Nonsolicitation Covenant. For a period of two (2) years from the date hereof, neither Seller nor any Affiliate of Seller will, without prior written consent of Buyer (which consent may be given or withheld in the sole discretion of Buyer), hire or solicit any employee who has been employed by Seller in connection with the operation of any of the Stations, who at the time of solicitation is known by Seller or such Affiliate to be an employee of Buyer in connection with the operation of any of the Stations, or induce or attempt to induce through any form of direct communication any such employee to leave his or her employment with Buyer; *provided, however*, that this provision shall not prohibit Seller or any Affiliate from making a general public solicitation or a general industry-wide solicitation for employment, or from hiring any such employee of Buyer who responds to such a solicitation.

2. Injunctive Relief. Seller agrees that in the event that it commits a breach of any of the provisions hereof, Buyer shall have the right and remedy to seek specific performance to the extent permitted by law by any court having jurisdiction, it being acknowledged and agreed that any such breach or threatened breach will cause immediate irreparable injury to Buyer and that money damages will not provide an adequate remedy at law for any such breach or threatened breach. Such right and remedy shall be in addition to, and not in lieu of, any other rights and remedies available to Buyer at law or in equity.

3. Reformation Provision. If any of the provisions or covenants herein are hereafter construed to be invalid or unenforceable in any jurisdiction, the same shall not affect the remainder of the provisions or covenants, or the enforceability thereof, in any other jurisdiction, which shall be given full effect, without regard to the invalid portions or the unenforceability in such other jurisdiction. If any of the provisions or covenants herein are held to be unenforceable in any jurisdiction because of the duration or scope thereof, the court making such determination shall have the power to reduce the duration and/or scope of such provision or covenant and, in its reduced form, said provision or covenant shall be enforceable; provided, however, that the determination of such court shall not affect the enforceability of this Agreement in any other jurisdiction.

4. Benefit and Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto without the prior written consent of the others; except that if Seller or Buyer effects an assignment of its rights under the Purchase Agreement in accordance with Section 12.4 of the Purchase Agreement, Seller or Buyer, as applicable, shall assign its rights hereunder to such assignee.

5. Controlling Agreement. This Agreement is subject to and controlled by the terms of the Purchase Agreement. Any capitalized term used but not defined herein shall have the meaning given to such term in the Purchase Agreement.

6. Headings; Sections. The headings of the sections and subsections of this Agreement are for ease of reference only and do not evidence the intentions of the parties. Any reference made herein to a “Section” shall, unless otherwise indicated, be a reference to a section of this Agreement.

7. Choice of Law. This Agreement shall be construed, interpreted and the rights of the Parties determined in accordance with the laws of the State of New York, without giving effect to the principles of conflicts of law of such state.

8. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, and all of which counterparts together shall constitute one and the same fully executed instrument. Delivery of counterpart signature pages may be effected by email of scanned copies of executed signature pages; *provided, however*, that the Parties shall promptly arrange to exchange executed original signature pages by personal or commercial overnight delivery.

*[END OF PAGE. SIGNATURES FOLLOW.]*

IN WITNESS WHEREOF, the parties hereto have caused this Noncompetition Agreement to be executed by their respective duly authorized officers as of the date first above written.

SELLER:

CITADEL BROADCASTING COMPANY

By: \_\_\_\_\_  
Farid Suleman, CEO

BUYER:

MAPLETON COMMUNICATIONS, LLC

By: \_\_\_\_\_  
Adam Nathanson, President and CEO

### **Schedule 3.7 – Licenses**

**KBBD(FM)**, Spokane, WA - FCC Facility ID #36488

Expiration 2/1/2014

BLH-20020802AAS – Main License

BXLH-20020802AAQ – Auxiliary Antenna

WLF842 – Aural Studio Transmitter Link

WPKX921 – Broadcast Auxiliary Remote Pickup

**KDRK-FM**, Spokane, WA - FCC Facility ID #11242

Expiration 2/1/2014

BLH-20040728AFM – Main License

KA88596 – Broadcast Auxiliary Remote Pickup

WHY563 – Aural Studio Transmitter Link

**KEYF(AM)**, Dishman, WA - FCC Facility ID #53148

Expiration 2/1/2014

BL-20010208ABD – Main License

**KEYF-FM**, Cheney, WA - FCC Facility ID #53147

Expiration 2/1/2014

BMLH-19990219KD – Main License

BXLH-19991108AAH – Auxiliary Antenna

WLG295 – Aural Studio Transmitter Link

**KGA(AM)**, Spokane, WA - FCC Facility ID #11234

Expiration 2/1/2014

BL-19990804DD

WPNM422 – Aural Studio Transmitter Link

WQFF242 – Aural Studio Transmitter Link

ASR Nos. 1008294, 1008296, 1008297, 1008298, 1008299

**KJRB(AM)**, Spokane, WA - FCC Facility ID #11235

Expiration 2/1/2014

BL-19990804DC

KL5496 – Broadcast Auxiliary Remote Pickup

KOP287 – Broadcast Auxiliary Remote Pickup

KOP389 – Broadcast Auxiliary Remote Pickup

**KZBD(FM)**, Spokane, WA - FCC Facility ID #11243

Expiration 2/1/2014

BLH-19830830AK

WHS352 – Aural Studio Transmitter Link

Additional ASR information to be provided within ten (10) business days of execution of this Agreement.