

**ASSET PURCHASE AGREEMENT**

**THIS ASSET PURCHASE AGREEMENT** (this "Agreement") dated and effective as of July 25th, 2016, is by and between BEASLEY MEDIA GROUP, INC., BEASLEY MEDIA GROUP LLC (collectively "Buyer") and RADIO ONE OF BOSTON, INC. (the "Seller").

**Introduction**

Seller owns the translator with the call sign W231BI licensed to Utica, New York (the "Translator"), pursuant to licenses and authorizations (the "FCC Licenses") issued by the Federal Communications Commission (the "FCC" or "Commission").

This Agreement is entered into by Buyer for the purpose of rebroadcasting WRCA(AM), Watertown, Massachusetts pursuant to the 250 mile move procedures and process described by the FCC in Revitalization of the AM Service, FCC 15-142, released October 23, 2015 and associated FCC public notices ("AM Revitalization").

Seller desires to sell and assign to Buyer, and Buyer desires to purchase from Seller, all right, title and interest to the Translator and certain assets related to the Translator, pursuant to the terms and subject to the conditions of this Agreement.

Buyer shall file and prosecute at Buyer's cost an FCC application to be filed pursuant to Section 73.3517(a) of the Commission's rules and AM Revitalization to modify the facilities of the Translator with facilities specifying WRCA(AM) as the primary station (the "WRCA Modification Application").

Seller previously acquired and obtained a construction permit to modify the facilities of the Translator in FCC File No. BPFT 20160129AQU (the "WILD Modification") under the procedures set forth for AM Revitalization and it is the intention of the parties that the WILD Modification be cancelled contingent upon a grant of the WRCA Modification Application and the consummation of this transaction.

In consideration of the mutual benefits to be derived from this Agreement and of the representations, warranties, conditions, agreements and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

**ARTICLE I  
PURCHASE AND SALE**

**Section 1.1 Assets to Be Sold.**

(a) Pursuant to the terms and subject to the conditions of this Agreement, Seller hereby sells, conveys, transfers and assigns to Buyer, free and clear of all Liens, and Buyer purchases from Seller, the following assets (the "Translator Assets"):

(i) The Translator and all assets related to the operation of the Translator including, without limitation, the equipment and other physical assets listed on Schedule 1.1(a)(i);

(ii) All of Seller's rights, title and interest in and to the FCC Licenses held by Seller, including those that may be modified pursuant to Section 5.2 of this Agreement, for operation of the Translator (the "Translator Licenses");

(iii) All of Seller's rights, title and interest in and to the lease for tower space as described on Schedule 1.1(a)(iii) (the "Tower Lease"); and

(iv) Copies of all filings with the FCC and authorizations issued by the FCC relating to the Translator and all files, documents and records relating to the operation of the Translator.

(b) The Translator Assets shall not include the assets listed on Schedule 1.1(b) (the "Excluded Assets").

(c) The Translator Assets shall be transferred to Buyer free and clear of all liens, claims and encumbrances.

Section 1.2 Purchase Price; Escrow Deposit. (a) Upon satisfaction of all conditions set forth herein, at the Closing the aggregate purchase price to be paid for the Translator Assets shall be FOUR HUNDRED THOUSAND UNITED STATES DOLLARS (\$400,000.00) (the "Purchase Price"), as payment in full.

(b) On the date of this Agreement, Buyer, Seller and Spectrum Media, LLC ("Escrow Agent") shall enter into an "Escrow Agreement" in the form attached as Exhibit A pursuant to which Buyer shall deposit in immediately available funds the sum of Forty Thousand Dollars (\$40,000) (the "Escrow Deposit") with the Escrow Agent, which shall be held in accordance with the terms of this Agreement and the Escrow Agreement. If Closing occurs, the Escrow Deposit shall be applied to the Purchase Price and paid to Seller, and any accrued interest paid to Buyer. If this Agreement is terminated, the Escrow Deposit shall be disbursed in accord with Section 9.4 of this Agreement.

Section 1.3 Assumption of Liabilities. With the exception of the assumption of Seller's obligations under the Tower Lease, Buyer shall not assume, and Seller expressly agrees that Buyer shall not assume, any liabilities or obligations of Seller of any nature and Buyer shall not be responsible in any manner to pay, perform or discharge, any liabilities or obligations of Seller or any of its affiliates of any kind or nature whatsoever, whether or not related to the Translator Assets.

## ARTICLE II REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer, as follows:

Section 2.1 Organization, Standing and Power. Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite power and authority to own, lease and operate its properties and to carry on its business as now being conducted. Seller is duly qualified to do business and is in good standing in each jurisdiction in which such qualification is necessary because of the property owned, leased or operated by it or because of the nature of its business as now being conducted.

Section 2.2 Authority; Binding Agreements. The execution and delivery by Seller of this Agreement and the related documents to which it is or will become a party and the consummation of the transactions contemplated hereby and thereby have been duly and validly authorized by all necessary action, if any, on the part of Seller. Seller has all and full requisite capacity, power and/or authority to enter into this Agreement and the related documents to which it is or will become a party and to consummate the transactions contemplated hereby and thereby, and this Agreement and such related documents have been, or upon execution and delivery thereof will be, duly executed and delivered by Seller. This Agreement and the related documents to which Seller is or will become a party are, or upon execution and delivery by Seller thereof will be, the valid and binding obligations of Seller, enforceable against Seller in accordance with their respective terms.

Section 2.3 Conflicts; Consents. The execution, delivery and performance by Seller of this Agreement and the other related documents to which it is a party, and the consummation of the transactions contemplated hereby and thereby: (a) do not and will not conflict with or result in a violation or breach of, or default under, any provision of the certificate of incorporation, by-laws or other organizational documents of Seller; (b) do not and will not conflict with or result in a violation or breach of any provision of any Law or governmental order applicable to Seller or the Translator; (c) except for landlord's consent to assignment of the Tower Lease, the transactions contemplated hereunder do not and will not require the consent, notice or other action by any Person under, conflict with, result in a violation or breach of, constitute a default or an event that, with or without notice or lapse of time or both, would constitute a default under, result in the acceleration of or create in any party the right to accelerate, terminate, modify or cancel any contract or Permit to which Seller is a party or by which Seller is bound or to which the Translator or any of the Translator Assets is subject; or (d) do not and will not result in the creation or imposition of any encumbrance of any kind on the Translator or any of the Translator Assets. Except for such filings as may be required under the Communications Act of 1934, as amended (the "Communications Act"), no consent, approval, governmental order, declaration or filing with, or notice to, any governmental authority is required by or with respect to Seller in connection with the execution and delivery of this Agreement or any of the other related documents and the consummation of the transactions contemplated hereby and thereby.

Section 2.4 Liabilities. There are no liens, encumbrances or any other type of liability or claim against the Translator Assets, individually or in the aggregate.

Section 2.5 Compliance with Law; Licenses. To Seller's knowledge, the Translator and operations of the Translator while owned by Seller have been at all times conducted in material compliance with applicable Law. Schedule 2.5 sets forth a true and complete list of all of the FCC Licenses. Except as set forth in Schedule 2.5, the FCC Licenses were validly issued by the FCC are validly held by Seller, and are in full force and effect. Other than their status as

secondary stations under the FCC's rules, the FCC Licenses are not subject to any restriction or condition which would limit in any respect the operation of the Translator.

Section 2.6 Litigation. There are no claims, actions, suits, proceedings or investigations pending or, to the knowledge of Seller, threatened as of the date of this Agreement before any governmental authority which affect Seller in relation to any of the Translator Assets or which could reasonably be expected to result in restraining, enjoining or otherwise preventing the completion by Seller of the transactions contemplated by this Agreement.

Section 2.7 Brokers. Except for Spectrum Media, LLC, no agent, broker, firm or other Person acting on behalf, or under the authority, of Seller is or will be entitled to any broker's or finder's fee or any other commission or similar fee directly or indirectly in connection with any of the transactions contemplated hereby. Seller shall be solely responsible for all broker's or finder's fees payable to any broker claiming to represent Seller with respect to the transactions contemplated by this Agreement.

Section 2.8 Insurance. Seller maintains insurance policies or other arrangements with respect to the Translator Assets consistent with its practices for other stations, and will maintain such policies or arrangements until the Closing.

### ARTICLE III REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller as follows:

Section 3.1 Organization, Standing and Power. Buyer is duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now being conducted.

Section 3.2 Authority; Binding Agreements. The execution and delivery by Buyer of this Agreement to which it is or will become a party and the consummation of the transactions contemplated hereby and thereby have been duly and validly authorized by all necessary action on the part of Buyer. Buyer has all requisite power and authority to enter into this Agreement to which it is or will become a party and to consummate the transactions contemplated hereby and thereby, and this Agreement has been, or upon execution and delivery thereof will be, duly executed and delivered by Buyer. This Agreement to which Buyer is or will become a party are, or upon execution and delivery thereof will be, the valid and binding obligations of Buyer, enforceable against Buyer in accordance with their respective terms.

Section 3.3 Conflicts; Consents. The execution and delivery by Buyer of this Agreement and the related documents to which it is or will become a party, the consummation of the transactions contemplated hereby and thereby and compliance by Buyer with any of the provisions hereof and thereof do not and will not (a) conflict with or result in a breach of the certificate of incorporation, by-laws or other constitutive or organizational documents of Buyer, or (b) violate any law applicable to Buyer or Buyer's properties or assets. Except for such filings as may be required under the Communications Act, no consent, approval, governmental order, declaration or filing with, or notice to, any governmental authority is required by or with respect

to Buyer in connection with the execution and delivery of this Agreement or any of the other related documents and the consummation of the transactions contemplated hereby and thereby.

Section 3.4 Brokers. No agent, broker, firm or other Person acting on behalf, or under the authority, of Buyer is or will be entitled to any broker's or finder's fee or any other commission or similar fee directly or indirectly in connection with any of the transactions contemplated hereby.

#### ARTICLE IV DATE OF CLOSING

Section 4.1 Closing Date. The closing of the transactions contemplated in this Agreement (the "Closing") shall take place on the date (the "Closing Date") that is the later of five (5) business days after FCC Public Notice in its Daily Digest of (i) FCC Consent to the Assignment Application (as defined in Section 6.1 below); and (ii) FCC grant of the WRCA Modification Application, provided, however, that Buyer may waive the FCC grant of the WRCA Modification Application.

Section 4.2 Closing Time and Location. The Closing shall take place commencing at 10:00 a.m. local time at the offices of Radio One, Inc. at 1010 Wayne Avenue, 14th Floor, Silver Spring, Maryland 20910, or at such other time, location and/or manner (including exchange of closing documents by facsimile or electronic transmission) agreeable to the parties.

#### ARTICLE V PRE-CLOSING COVENANTS

Section 5.1 Pre-Closing Covenants of Seller. Between the date hereof and the Closing Date, except as contemplated by this Agreement or with the prior written consent of Buyer:

(a) Affirmative Covenants. Seller shall:

(i) Maintain and preserve the Translator Assets without any changes not otherwise contemplated by this Agreement, in accord with the Communications Act of 1934, as amended, and any rules or regulations promulgated under the Communications Act or otherwise relating to the operation of the Translator (the "FCC Rules and Regulations"), and any other applicable federal, state or local rules, regulations, writs, injunctions, ordinances, decrees or orders of any governmental authority (collectively "Laws"). Upon receipt of notice of violation of any such Laws, Seller will promptly notify Buyer of such notice and use its best efforts to contest in good faith or to cure such violation prior to the Closing Date; and

(ii) Notify Buyer of any litigation or administrative proceeding pending or, to its knowledge, threatened against Seller which is likely to delay or otherwise interfere with Closing or otherwise adversely affect any of the Translator Licenses; any material damage or destruction of any of the Translator Assets; and any adverse change in the condition of the Translator which is likely to delay or otherwise interfere with Closing, or otherwise adversely affect any of the Translator Licenses.

(b) Negative Covenants. Seller shall not:

(i) Create, assume or permit to exist any mortgage, pledge, lien or other charge or encumbrance or rights affecting any of the Translator Assets;

(ii) Waive any material right relating to the Translator or the Translator Assets;

(iii) Take any other action inconsistent with its obligations under this Agreement or which could hinder or delay the consummation of the transactions contemplated by this Agreement;

(iv) Agree to or participate in any modification or other filing with the FCC with respect to the Translator except as otherwise provided for in this Agreement; or

(v) Cause or permit, by any act or failure to act, any of the FCC Licenses (other than the Excluded Assets) to expire or be surrendered or adversely modified, or take any action which could cause the FCC or any other governmental authority to institute proceedings for the suspension, revocation or adverse modification of any of the FCC Licenses.

Section 5.2 WRCA Modification Application. Seller shall cooperate with Buyer in the filing of the WRCA Modification Application by assigning in advance to Translator Buyer's FRN and notifying Buyer of such FRN assignment so that the WRCA Modification Application may be filed by Buyer in Buyer's name. This Section 5.2, for the purposes of Section 73.3517(a) of the Commission's rules, specifically grants permission to the Buyer to file the WRCA Modification Application. Within five (5) days of the date of this Agreement or on July 29, 2016, whichever is later, Buyer shall file at the FCC the WRCA Modification Application in its own name, specifying its choice of a transmitter site and engineering parameters for the Translator. Seller shall provide to Buyer, and Buyer shall include in the WRCA Modification Application, a Statement executed by Seller authorizing Buyer to file the Modification Application and setting forth a request by Seller to cancel the WILD Modification contingent upon the Closing of this transaction, pursuant to Section 73.3517(a) of the Commission's rules. Buyer shall pay all FCC filing fees, engineering, legal and other costs associated with the filing and prosecution of the WRCA Modification Application. Seller makes no representations or warranties that the WRCA Modification Application can or will be granted. Buyer expressly acknowledges the secondary status under Section 74.1203 of the Commission's rules of the Translator. Buyer acknowledges all responsibility and liability for the construction and subsequent licensing of facilities specified by the WRCA Modification Application, and for any interference caused by such facilities including any remedial efforts to eliminate interference. Buyer acknowledges that its operation of Translator may be modified, suspended or permanently discontinued by the FCC as a result of interference, or other circumstance relating to the Translator's secondary status, and acknowledges its sole responsibility for investigating and evaluating all technical and marketplace factors that may have a bearing on the operations of the Translator. Under no circumstances shall any construction or operations of the Translator facilities specified by the WRCA Modification Application be commenced by Buyer until the Closing of this transaction.

ARTICLE VI  
FCC CONSENT

Section 6.1 FCC Assignment Approval. The assignment of the FCC Licenses from Seller to Buyer as contemplated by this Agreement is subject to the prior FCC consent (the "FCC Consent") pursuant to an application by Seller and Buyer (the "Assignment Application"). The parties shall cooperate to prepare and file the Assignment Application within five (5) days of the date of this Agreement. After filing, Buyer and Seller shall each diligently prosecute the Assignment Application and shall otherwise use their commercially reasonable efforts to obtain FCC Consent as expeditiously as practicable. The Commission filing fee for the Assignment Application shall be paid one half by Seller and one half by Buyer. Buyer and Seller shall notify each other of all documents filed with or received from any governmental agency with respect to this Agreement or the transactions contemplated hereby. Buyer and Seller shall furnish each other with such information and assistance as the other may reasonably request in connection with their preparation of any governmental filing hereunder.

ARTICLE VII  
CLOSING CONDITIONS

Section 7.1 Seller Closing Conditions. The obligation of Seller to consummate the Closing hereunder is subject to satisfaction, at or prior to Closing, of each of the following conditions (unless waived in writing by Seller):

(a) Representations and Covenants. The representations and warranties of Buyer made in this Agreement shall be true and correct on and as of the Closing Date as if made on that date, and Buyer shall have delivered to Seller a duly executed certificate, dated as of the Closing Date, in form and substance reasonably satisfactory to Seller, certifying to the satisfaction of this condition, and the covenants and agreements to be complied with and performed by Buyer at or prior to Closing shall have been complied with or performed in all respects.

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

(c) FCC Authorization. The FCC Consent shall have been granted and such grant shall be in full force and effect.

(d) Deliveries. Buyer shall have complied with its obligations set forth in Section 8.2.

Section 7.2 Buyer Closing Conditions. The obligation of Buyer to consummate the Closing hereunder is subject to satisfaction, at or prior to Closing, of each of the following conditions (unless waived in writing by Buyer):

(a) Representations and Covenants. The representations and warranties of Seller made in this Agreement shall be true and correct in on and as of the Closing Date as if made on that date, and Seller shall have delivered to Buyer a duly executed certificate, dated as

of the Closing Date, in form and substance reasonably satisfactory to Buyer, certifying to the satisfaction of this condition, and the covenants and agreements to be complied with and performed by Seller at or prior to Closing shall have been complied with or performed in all respects.

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

(c) FCC Authorization. The FCC Consent shall have been granted and such grant shall be in full force and effect.

(d) Modification Applications. The FCC shall have granted the WRCA Modification Application.

(e) Deliveries. Seller shall have complied with its obligations set forth in Section 8.1.

#### ARTICLE VIII INSTRUMENTS OF CONVEYANCE AND TRANSFER

Section 8.1 Seller's Actions. At Closing, Seller shall deliver to Buyer instruments effecting the sale, transfer, assignment and conveyance of Seller's right, title and interest in and to the Translator Assets to Buyer pursuant to the terms of this Agreement, including without limitation the following:

(a) Assignment of Licenses. An assignment, in a form acceptable to Buyer, of all right, title and interest in and to the Translator and Translator Licenses;

(b) Bill of Sale. A bill of sale, in a form acceptable to Buyer, transferring and conveying all rights of Seller to the Translator Assets;

(c) Assignment and Assumption of Tower Lease. An assignment and assumption of Seller's interest in the Tower Lease;

(d) Certificate. The certificate described in Section 7.2(a); and

(e) Further Instruments. Further instruments and documents that may be reasonably necessary to effectuate the transactions contemplated under this Agreement.

Section 8.2 Buyer's Actions. At Closing, Buyer shall pay the balance of the Closing Payment as provided in Section 2.2 by wire transfer to an account designated by Seller (such designation to occur at least 24 hours before the Closing Date) will deliver its executed counterpart of the Assignment and Assumption Agreement, and will deliver the certificate described in Section 7.1(a).



ARTICLE IX  
ADDITIONAL AGREEMENTS

Section 9.1 Expenses. Except as expressly set forth herein, each of the Seller, on the one hand, and Buyer, on the other hand, shall bear their own costs and expenses incurred in connection with this Agreement and transactions contemplated hereby. The parties shall split all FCC Filing Fees evenly. FCC Regulatory Fees shall be pro-rated between the Seller and Buyer, and Seller's portion paid in cash to Buyer at Closing. All fees and expenses relating to the WCRA Modification Application shall be borne solely by Buyer.

Section 9.2 Further Assurances. Seller shall, at any time and from time to time after the date hereof, upon the request of Buyer, do, execute, acknowledge, deliver and file, or cause to be done, executed, acknowledged, delivered or filed, all such further acts, deeds, transfers, conveyances, assignments or assurances as may be reasonably required for the better transferring, conveying, assigning and assuring to Buyer, or for the aiding and assisting in the reducing to possession by Buyer of, any of the Translator Assets, or for otherwise carrying out the purposes of this Agreement and the consummation of the transactions contemplated hereby and thereby.

Section 9.3 Termination. This Agreement shall terminate prior to Closing as follows:

- (a) by mutual written consent of Buyer and Seller;
- (b) if the WCRA Modification Application is dismissed or denied by the FCC;
- (c) if the WCRA Modification Application is not timely filed by Buyer;
- (d) if Buyer on the Closing Date is not ready, willing and able to effectuate the Closing.
- (e) by written notice of Seller to Buyer if Buyer breaches its representations or warranties or defaults in the performance of its covenants contained in this Agreement and such breach or default is material in the context of the transactions contemplated hereby and is not cured within a reasonable period of time not to exceed five (5) business days after receipt of written notice of such breach, provided Seller is not also in material default or breach of this Agreement.
- (f) by written notice of Buyer to Seller if Seller breaches its representations or warranties or defaults in the performance of its covenants contained in this Agreement and such breach or default is material in the context of the transactions contemplated hereby and is not cured within a reasonable period of time not to exceed five (5) business days after receipt of written notice of such breach, provided Buyer is not also in material default or breach of this Agreement; or
- (g) by written notice of Buyer to Seller, or Seller to Buyer, provided the notifying party is not in breach or default of this Agreement, if Closing does not occur on or prior to September 30, 2016.

Section 9.4 Procedures Upon Termination. If this Agreement is terminated pursuant to Section 9.3(c), (d) or (e) above, the Escrow Deposit and any accrued interest thereon shall be paid to Seller as liquidated damages, it being agreed that the actual amount of damages would be difficult to determine and that this amount is a reasonable estimate of such damages, and the parties shall immediately instruct the Escrow Agent to pay the Escrow Deposit to Seller. If this Agreement is otherwise terminated pursuant to its terms, the parties shall immediately instruct the Escrow Agent to pay the Escrow Deposit and all interest earned thereon to Buyer. Should this Agreement be terminated for any reason prior to Closing, Seller and Buyer shall cooperate to take all actions reasonably necessary to obtain a cancellation of any construction permit granted pursuant to the WRCA Modification Application and a reinstatement of the WILD Modification.

## ARTICLE X INDEMNIFICATION

Section 10.1 Indemnification by Seller. The Seller shall indemnify and hold harmless Buyer and its affiliates, and the directors, officers, managers, employees and representatives of Buyer and its affiliates, from and against any and all liabilities, judgments, claims, settlements, losses, damages, fees, liens, taxes, penalties, obligations and expenses (including attorneys' fees and expenses and costs and expenses of investigation) (collectively, "Losses") incurred or suffered, directly or indirectly, by any such Person arising from, by reason of or in connection with:

- (a) any breach or inaccuracy of any representation or warranty of Seller in this Agreement or any related document;
- (b) any third-party action against Buyer or its affiliates relating to, or arising from: (i) Seller's ownership or operation of the Translator prior to Closing; or (ii) any liability of Seller;
- (c) any failure by Seller to duly and timely perform or fulfill any of its covenants or agreements required to be performed by Seller under this Agreement or under any other document or instrument delivered by Seller pursuant hereto or thereto; and
- (d) the failure of Seller to comply with any Laws relating to bulk sales applicable to the transactions contemplated by this Agreement.

Section 10.2 Indemnification by Buyer. Buyer shall indemnify and hold harmless Seller and its affiliates, and the directors, officers, managers, employees and representatives of Seller and its affiliates, from and against any Losses incurred or suffered, directly or indirectly, by any such Person arising from, by reason of or in connection with:

- (a) any breach or inaccuracy of any representation or warranty of Buyer in this Agreement or any related document;
- (b) any third-party action against Seller or its affiliates relating to, or arising from: (i) Buyer's ownership or operation of the Translator on or subsequent to Closing; or (ii) any liability of Buyer; and

(c) any failure by Buyer to duly and timely perform or fulfill any of its covenants or agreements required to be performed by Buyer under this Agreement or under any other document or instrument delivered by Buyer pursuant hereto or thereto.

ARTICLE XI  
MISCELLANEOUS

Section 11.1 Governing Law; Venue. Construction and interpretation of this Agreement shall be governed by the Laws of the State of Delaware, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive Law of another jurisdiction. Any action relating to this Agreement shall be instituted and prosecuted in the appropriate court in and for Wilmington, Delaware. SELLER AND BUYER HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING IN ANY WAY TO THIS AGREEMENT, INCLUDING ANY COUNTERCLAIM MADE IN SUCH ACTION OR PROCEEDING, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE DECIDED SOLELY BY A JUDGE.

Section 11.2 Notices. All notices, requests, demands and other communications which are required or may be given pursuant to the terms of this Agreement shall be in written form, and shall be deemed delivered (a) on the date of delivery when delivered by hand, or (b) on the business day designated for delivery if sent by reputable overnight courier maintaining records of receipt. All such communications shall be addressed to the parties at the address set forth as follows, or at such other address as a party may designate upon ten (10) days' prior written notice to the other party:

If to Seller to:

Radio One, Inc.  
1010 Wayne Avenue  
14th Floor  
Silver Spring, MD 20910  
Attention: Linda Vilardo, Chief Administrative Officer

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

Radio One, Inc.  
1010 Wayne Avenue  
14th Floor  
Silver Spring, MD 20910  
Attention: Michael Plantamura, General Counsel

If to Buyer to:

Beasley Media Group, Inc.  
3033 Riviera Drive, Suite 200  
Naples, Florida 34103

Attention: Caroline Beasley

With a copy to (which shall not constitute notice):  
Lerman Senter PLLC  
2001 L Street, N.W., Suite 400  
Washington, DC 20036  
Attention: Sally A. Buckman

Section 11.3 Benefits of Agreement. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement is for the sole benefit of the parties hereto and not for the benefit of any third party.

Section 11.4 Amendments and Waivers. No modification, amendment or waiver of any provision of, or consent or approval required by, this Agreement, nor any consent to or approval of any departure herefrom, shall be effective unless it is in writing and signed by the party against whom enforcement of any such modification, amendment, waiver, consent or approval is sought. Such modification, amendment, waiver, consent or approval shall be effective only in the specific instance and for the purpose for which given. Neither the failure of either party to enforce, nor the delay of either party in enforcing, any condition or part of this Agreement at any time shall be construed as a waiver of that condition or part or forfeit any rights to future enforcement thereof. No action taken pursuant to this Agreement, including any investigation by or on behalf of either party hereto, shall be deemed to constitute a waiver by the party taking action of compliance by the other party with any representation, warranty, covenant, agreement or obligation contained herein.

Section 11.5 Assignment. This Agreement and the rights and obligations hereunder shall not be assignable or transferable by any party hereto (including in connection with a merger, consolidation, sale of substantially all of the assets of such party or otherwise by operation of Law) without the prior written consent of the other party hereto; provided, however, that Buyer may assign all of its rights and obligations under this Agreement to any of its affiliates without the consent of Seller. Any attempted assignment in violation of this Section 11.5 shall be null and void. In the event of an assignment of this Agreement by Buyer to an Affiliate, Buyer will remain liable to Seller for the performance of all of the terms of this Agreement not completely and satisfactorily performed by such Affiliate.

Section 11.6 Enforceability; Severability. (a) If any covenant or provision hereof is determined to be void or unenforceable in whole or in part, it shall not be deemed to affect or impair the validity of any other covenant or provision hereof, each of which is hereby declared to be separate and distinct, (b) if any provision of this Agreement is so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable, and (c) if any provision of this Agreement is declared invalid or unenforceable for any reason other than overbreadth, the parties hereto agree to modify the offending provision so as to maintain the essential benefits of the bargain between the parties to the maximum extent possible, consistent with Law and public policy.

EXECUTION COPY

Section 11.7 Entire Agreement. This Agreement, together with any schedules and exhibits expressly contemplated hereby and attached hereto, the related documents and the other agreements, certificates and documents delivered in connection herewith or otherwise in connection with the transactions contemplated hereby and thereby, contain the entire agreement among the parties with respect to the transactions contemplated by this Agreement.

Section 11.8 Counterparts. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed original counterpart of this Agreement.

[Execution Page to Follow]

EXECUTION COPY

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

**BUYER**

**BEASLEY MEDIA GROUP, INC.**

By: Caroline Beasley  
Name: Caroline Beasley  
Title: Executive VP-CFO

**BEASLEY MEDIA GROUP LLC**

By: Caroline Beasley  
Name: Caroline Beasley  
Title: Executive VP-CFO

**SELLER**

**RADIO ONE OF BOSTON, INC.**

By: \_\_\_\_\_  
Name: Linda J. Vilardo  
Title: Vice President

EXECUTION COPY

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

**BUYER**

**BEASLEY MEDIA GROUP, INC.**

By: \_\_\_\_\_  
Name: Caroline Beasley  
Title: Executive VP-CFO

**BEASLEY MEDIA GROUP LLC**

By: \_\_\_\_\_  
Name: Caroline Beasley  
Title: Executive VP-CFO

**SELLER**

**RADIO ONE OF BOSTON, INC.**

By:   
Name: Linda J. Vilardo  
Title: Vice President