

4.1 Authority Relative to this Agreement. Buyer has full power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby. Buyer has duly authorized the execution and delivery of this Agreement and the performance by Buyer of the acts and transactions contemplated hereby. This Agreement constitutes a legal, valid, and binding obligation of Buyer enforceable in accordance with its term.

4.2 Qualifications. Buyer knows of no reason related to its qualifications that would disqualify it from acquiring the Commission Authorizations from Seller.

4.3 Financial Qualifications. Buyer has the financial resources necessary to consummate the purchase contemplated by this Agreement.

ARTICLE 5 CONDUCT OF BUSINESS

5.1 Conduct and Preservation of Business. Except as expressly provided in this Agreement, during the period from the date hereof to the Closing, Seller (i) shall operate and maintain the Stations in accordance with sound engineering practices and in the ordinary course of business and in compliance with all laws (including without limitation the rules, regulations and practices of the Commission) consistent with present operations; and (ii) shall use its Best Efforts to preserve, maintain and protect the Assets..

5.2 Restrictions on Certain Actions. Without limiting the generality of the foregoing, and except as otherwise expressly provided in this Agreement, prior to the Closing, Seller shall not, without the prior written consent of Buyer:

- (1) incur, guarantee or assume any indebtedness for borrowed money in respect of the Stations or the Assets;
- (2) mortgage or pledge any of the Assets or create or suffer to exist any encumbrance;
- (3) directly or indirectly solicit, encourage, or engage in any offers or inquiries by third parties to make Seller enter into any transaction which would be inconsistent with this Agreement;
- (4) sell, lease, transfer or otherwise dispose of, directly or indirectly, any of the Assets without replacing those Assets;
- (5) amend, modify or change any existing lease, contract, permit or agreement relating to the Stations or the Assets;

ARTICLE 6 ADDITIONAL AGREEMENTS

6.1 Best Efforts. Each party hereto agrees that it will not voluntarily undertake any course of action inconsistent with the provisions or intent of this Agreement and will use its best efforts to take, or cause to be taken, all action and to do, or cause to be done, all things reasonably necessary,