

ASSIGNMENT OF AGREEMENT

THIS ASSIGNMENT OF AGREEMENT is made and entered into **this ____ day of _____, _____**, by and between **CBS Radio Inc.**, a Delaware corporation, having an address of 40 W. 57th Street, New York, NY 10019 (hereinafter referred to as **“Assignor”**), and **NYFMEAT LLC**, a Delaware limited liability company, having offices at c/o TVPX, Nine Damonmill Square, Suite 3A2, Concord, MA 01742 (hereinafter referred to as **“Assignee”**), with reference to the following facts:

WHEREAS, Assignor, Merlin Media, LLC (hereinafter referred to as **“Merlin Media”**) and Merlin Media License, LLC (hereinafter referred to as **“Merlin Media License,”** and together with Merlin Media hereinafter referred to as **“Seller”**) are parties to a certain Asset Purchase Agreement dated as of October 5, 2012 (the **“Agreement”**), pursuant to which Assignor has agreed to purchase from Seller certain of the assets used in connection with the operation of WRXP(FM), New York, New York (FCC Facility ID No. 67846), as further described in the Agreement (hereinafter referred to as the **“Replacement Property”**); and

WHEREAS, the acquisition of the Replacement Property is intended to be structured as a component of an exchange of property of like-kind and qualifying use (the **“Exchange”**) within the meaning of and in compliance with Section 1031 of the Internal Revenue Code of 1986 as amended (the **“Code”**), the Treasury Regulations promulgated thereunder (the **“Regulations”**) and Revenue Procedure 2000-37; and

WHEREAS, Assignee is a limited liability company and a disregarded entity for federal and state income tax purposes, is an Exchange Accommodation Titleholder as defined under Revenue Procedure 2000-37, and is acquiring title to the Replacement Property for the benefit of _____ and no one else, which is intended as replacement property in the Exchange; and

WHEREAS, in order to effectuate the Exchange, Assignor wishes to assign, convey and transfer to Assignee all of Assignor’s rights, title, and interest in the Agreement, including, without limitation, Assignor’s right to purchase the Replacement Property in accordance with the terms and conditions contained in the Agreement, and Assignee wishes to accept and obtain all such rights, title, and interest.

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, mutually agree as follows:

1. **Assignment.** As of 12:00 a.m. on the date hereof, Assignor hereby assigns, conveys, transfers and delivers to Assignee all of Assignor's rights, title and interest in, under and to the Agreement.
2. **Assumption.** Assignee hereby accepts the assignment of Assignor's rights, title and interest in, under and to the Agreement, and hereby assumes, undertakes and agrees to perform and discharge all of Assignor's duties and obligations under the Agreement, including, without limitation, purchasing the Replacement Property upon the terms and subject to the conditions contained in the Agreement.
3. **Construction.** The parties intend that this Assignment shall in all events be construed and interpreted in order to effectuate their intent that the Exchange shall qualify for non-recognition of gain (in whole or in part) under Section 1031 of the Code, the Regulations and Revenue Procedure 2000-37.
4. **Ratification.** Except as expressly modified or amended under this Assignment, all terms and conditions of the Agreement shall remain in full force and effect. The Agreement, as hereby modified, is ratified and confirmed in each and every respect.
5. **Governing Law.** This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of New York.
6. **Counterparts.** This Assignment may be executed in any number of separate counterparts and all such executed counterparts shall constitute one agreement which shall be binding on Assignor and Assignee notwithstanding that both parties are not signatories to the same counterpart or counterparts. Each party may transmit its signature by facsimile or e-mail (PDF or similar) to the other party, and any faxed or emailed signed counterpart of this Assignment shall have the same force and effect as an original.
8. **Further Assurances.** Assignor and Assignee hereby agree to execute, acknowledge and deliver such other statements, certificates, affidavits, instruments, and other documents as may be reasonably requested by the other party in order to confirm, perfect, evidence or otherwise effectuate the assignment and assumption effected hereby.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment of Agreement effective as of the date first written above.

ASSIGNOR:

CBS RADIO INC.
a Delaware corporation

By: _____
Name:
Its:

ASSIGNEE:

NYFMEAT LLC
a Delaware limited liability company

By: TVPEAT, Inc.
Its: Managing Member

By: _____
Name: Jeffrey S. Towers
Its: Vice President