

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made October 26, 2012 among Triad Broadcasting Company, LLC, Monterey Licenses, LLC, Mississippi Media Broadcasting, LLC, Go Radio Broadcasting, LLC, JMP Radio Group, LLC, Adventure Communications, LLC and Adventure Communications, Inc. (collectively "Seller") and L&L Broadcasting LLC ("Buyer").

### Recitals

A. Seller owns and operates the radio broadcast stations set forth on *Exhibit A* attached hereto (collectively, the "Stations") pursuant to certain authorizations issued by the Federal Communications Commission (the "FCC").

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

### Agreement

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

#### ARTICLE 1: SALE AND PURCHASE

1.1 Station Assets. On the terms and subject to the conditions hereof, on the Closing Date (defined below), Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase and acquire from Seller, all right, title and interest of Seller in and to all assets, properties, interests and rights of Seller, real and personal, tangible and intangible, that are used or held for use in the operation of the Stations, except the Excluded Assets (defined below) (the "Station Assets"), including without limitation the following:

(a) all licenses, permits and other authorizations issued to Seller by the FCC with respect to the Stations (the "FCC Licenses"), including those listed on *Schedule 1.1(a)*, including any renewals or modifications thereof between the date hereof and Closing (defined below);

(b) all of Seller's equipment, transmitters, antennas, cables, towers, vehicles, furniture, fixtures, spare parts and other tangible personal property of every kind and description that are used or held for use in the operation of the Stations (the "Tangible Personal Property");

(c) all of Seller's real property used or held for use in the operation of the Stations (including any appurtenant easements and improvements located thereon), as listed on *Schedule 1.1(c)* (the "Real Property");

(d) all agreements entered into in the ordinary course of business for the sale of advertising time on the Stations that exist at Closing, and all other operating contracts, agreements and leases that are used in the operation of the Stations and listed on *Schedule 1.1(d)* attached hereto (the "Station Contracts");

(e) all of Seller's rights in and to the Stations' call letters and Seller's rights in and to the trademarks, trade names, service marks, copyrights, domain names, computer software, programs and programming material, jingles, slogans, logos, Facebook, Twitter and other social media accounts used in the operation of the Stations that are registered or controlled by Seller, and other intangible property that is used or held for use in the operation of the Stations, including without limitation those listed on *Schedule 1.1(e)* attached hereto (the "Intangible Property");

(f) all interests of Seller in all programs and programming materials and elements of whatever form or nature used or held for use in the operation of the Stations, whether recorded on tape or any other substance or intended for live performance, and whether completed or in production, and all related common-law and statutory copyrights used or held for use in the operation of the Stations;

(g) Seller's rights in and to all the files, documents, records, and books of account (or copies thereof) relating to the operation of the Stations, including the Stations' local public files, programming information and studies, blueprints, technical information and engineering data, advertising studies, marketing and demographic data, sales correspondence, lists of advertisers, credit and sales reports, and logs;

(h) all claims (including warranty claims) deposits, prepaid expenses, and Seller's goodwill in, and the going concern value of, the Stations; and

(i) all assets included in Net Working Capital (defined below), including without limitation all accounts receivable of the Stations (and any other rights to payment of cash consideration for goods or services sold) (the "A/R").

The Station Assets shall be transferred to Buyer free and clear of liens, claims and encumbrances ("Liens"), except the Assumed Obligations (defined below) and Permitted Encumbrances (as hereinafter defined). "Permitted Encumbrances" means:

(i) Liens for taxes, assessments and other governmental charges not yet due and payable or the amount or validity of which is being contested in good faith with appropriate reserves, but in either case only to the extent the amount thereof is included as a liability in the calculation of Net Working Capital;

(ii) with respect to the Owned Real Property (defined below), easements, reservations, rights of way and restrictive covenants that do not,

individually or in the aggregate, in any material respect impair or affect the value of the property subject thereto or materially impair the use thereof in the business and operation of the Stations;

(iii) with respect to the Owned Real Property, other exceptions reflected in any title policy, title commitments, title reports or other public records relating to, or that would be disclosed by an accurate survey of, the Owned Real Property, which Liens do not, individually or in the aggregate, in any material respect impair or affect the value of the property subject thereto or materially impair the use thereof in the business and operation of the Stations;

(iv) statutory Liens in favor of carriers, warehousemen, mechanics and materialmen for amounts not yet due, provided that Seller pays such amounts when due;

(v) applicable zoning laws, building codes, land use restrictions and other similar restrictions imposed by any applicable laws, rules or regulations (but not restrictions arising from a violation of any such law, rule or regulation); and

(vi) any Lien listed on *Schedule 2.12* that is released on or prior to the Closing.

1.2 Excluded Assets. Notwithstanding anything to the contrary contained herein, the Station Assets shall not include the following, except to the extent taken into account as an asset in the calculation of Net Working Capital (the "Excluded Assets"):

(a) Seller's cash and cash equivalents;

(b) Seller's insurance policies and insurance proceeds for losses arising prior to the Closing, if any;

(c) Seller's employee benefit plans, including assets thereof, if any;

(d) Seller's corporate names (including the name "Triad" and "Monterey" and any derivatives thereof) and any goodwill in respect of such names and any trademarks, logos, URLs or domain names that use such names unless the named item is used in the operation of the Stations in which event the name shall be changed and the item shall be included in the Station Assets;

(e) Seller's minute books and stock records and other documents relating to the organization, maintenance and existence of each Seller as a legal entity;

(f) the 550-foot tower site at 71 Ulmer Road, Bluffton, Beaufort County, South Carolina currently owned by Adventure Communications, LLC, and any proceeds from sale of such site;

(g) all prepaid items and other rights in connection with agreements listed on *Schedule 1.2(g)* that are Excluded Assets, and any rights accruing to Seller in connection with the Station Contracts with respect to periods prior to Closing (in each case except to the extent taken into account in Net Working Capital);

(h) losses, loss carryforwards, rights to receive refunds (together with interest accrued thereon), and credits with respect to any taxes of the Seller in respect of any taxable year or other taxable period that ends before the Closing Date and, with respect to any taxable year or other taxable period beginning before and ending on or after the Closing Date, the portion of such taxable year or period ending before the Closing Date (any such period, a "Pre-Closing Tax Period"), in each case except to the extent taken into account in Net Working Capital; and

(i) any and all tangible personal property historically held at Seller's headquarters in Monterey, California, together with any assets set forth in the balance sheet for Triad Broadcasting Company, LLC, except the tangible personal property used solely in the operation of the Stations as listed on *Schedule 1.2(i)*.

1.3 Assumed Obligations. On the Closing Date, Buyer shall assume (a) the obligations of Seller arising after Closing under the Station Contracts, (b) the liabilities included in Net Working Capital, (c) the obligations arising after Closing with respect to Transferred Employees and otherwise as set forth in Section 5.7 below, and (d) the liabilities arising from and after the Closing Date under the Station Contracts other than liabilities or obligations attributable to any failure prior to the Closing by any Seller or its affiliates to comply with the terms thereof) and liabilities relating to or arising from Buyer's ownership or operation of the Station Assets and the Stations after the Closing (collectively, the "Assumed Obligations"). Except for the Assumed Obligations, Buyer does not assume and will not be deemed by execution and delivery of this Agreement or any agreement, instrument or document delivered pursuant to or in connection with this Agreement or otherwise by reason of the consummation of the transactions contemplated hereby, to have assumed, any liabilities, obligations or commitments of Seller of any kind, whether or not disclosed to Buyer, including, without limitation, any liability or obligation of Seller under any contracts not included in the Station Contracts or with respect to any Excluded Asset or any other liability arising from the operation of the Stations prior to Closing (the "Retained Liabilities").

1.4 Purchase Price. The purchase price to be paid for the Station Assets shall be the sum of Twenty-One Million Dollars (\$21,000,000), as adjusted pursuant to Sections 1.6 and 5.13 (the "Purchase Price"). The Purchase Price shall be paid at Closing as follows:

(i) the Deposit shall be retained in the escrow account by the Escrow Agent as provided by Section 1.5(b),

(ii) Buyer shall pay One Million One Hundred Thousand Dollars (\$1,100,000) by funding to the Escrow Agent the Post-Closing Escrow as provided by

Section 1.5(b), subject to adjustment pursuant to Section 5.8 (the "Post-Closing Deposit") and

(iii) Buyer shall pay the balance of the Purchase Price (after taking into account the Deposit and the Post-Closing Deposit) in cash in immediately available funds pursuant to the written instructions of Seller to be delivered by Seller to Buyer at least three (3) business days prior to Closing.

1.5 Deposit.

(a) Within one (1) business day after the Effective Date (defined below), Buyer shall deposit the sum of One Million Dollars (\$1,000,000) (the "Deposit"), with Deutsche Bank Trust Company Americas (the "Escrow Agent") pursuant to the Escrow Agent's customary form of escrow agreement (the "Escrow Agreement") to be executed on such date among Buyer, Seller and the Escrow Agent. At Closing, the Deposit shall be retained in the same escrow account as the Post-Closing Escrow as provided by Section 1.5(b) below (and any interest accrued thereon in respect of the Deposit shall be disbursed to Buyer by Escrow Agent). If this Agreement is terminated by Seller pursuant to Section 10.1(c) prior to a Closing, then the Deposit shall be disbursed to Seller as liquidated damages and the sole and exclusive remedy of Seller (and any interest accrued thereon shall be disbursed to Buyer by Escrow Agent). Seller hereby waives all other legal and equitable remedies it may otherwise have as a result of any breach or default by Buyer under this Agreement. If this Agreement is terminated for any other reason (including without limitation pursuant to Section 5.8), the Deposit and any interest accrued thereon shall be disbursed to Buyer. If before Closing Seller is entitled to an indemnity payment under Section 5.8(d) of this Agreement, then, when such payment is due (unless previously paid by Buyer), the amount thereof shall be disbursed to Seller from the Deposit, and in such event, Buyer shall promptly wire to the escrow account the amount necessary to bring the Deposit back to a total of One Million Dollars. The parties shall each instruct the Escrow Agent to disburse the Deposit and all interest accrued thereon to the party or parties entitled thereto and shall not, by any act or omission, delay or prevent any such disbursement.

(b) From and after the Closing, Two Million One Hundred Thousand Dollars (\$2,100,000), subject to adjustment pursuant to Section 5.8, shall be held in escrow (the "Post-Closing Escrow") by the Escrow Agent pursuant to the Escrow Agreement to secure Seller's post-Closing obligations under this Agreement. The Post-Closing Escrow shall be disbursed as follows:

(i) if after Closing Buyer is entitled to a payment under this Agreement, then, when such payment is due (unless previously paid by Seller), the amount thereof shall be disbursed to Buyer; and

(ii) on the date eighteen (18) months after the Closing Date, the balance shall be disbursed to Seller less the amount of any claim by Buyer then pending under this Agreement, which shall continue to be held by the Escrow Agent under the Escrow Agreement until such claim is resolved.

(c) The parties shall from time to time instruct the Escrow Agent to disburse the Post-Closing Escrow as required by this Section, and shall not, by any act or omission, delay or prevent any such disbursement. All interest earned on the Post-Closing Escrow shall be for the benefit of Seller.

1.6 Net Working Capital.

(a) At least five (5) business days prior to Closing, Seller shall deliver to Buyer a reasonably detailed preliminary calculation of Net Working Capital (defined below) ("Preliminary Net Working Capital"). If Preliminary Net Working Capital is less than Three Million Five Hundred Thousand Dollars (\$3,500,000), then the Purchase Price to be paid at Closing shall be decreased by the absolute value of such difference. If Preliminary Net Working Capital is greater than such amount, then the absolute value of such difference as adjusted pursuant to Section 1.6(e) below shall be paid by Buyer to Seller upon determination of Final Net Working Capital pursuant to Section 1.6(e) below.

(b) Within ninety (90) calendar days after Closing, Seller shall deliver to Buyer a final calculation of Net Working Capital ("Final Net Working Capital"). Each party shall provide the other and its agents and representatives reasonable access, during normal business hours and upon reasonable notice, in such a manner as to not materially interfere with normal business operations, to the books, records and other documents (including work papers) pertaining to the calculation of Preliminary Net Working Capital and Final Net Working Capital.

(c) If Buyer disputes any item in such Final Net Working Capital calculation, then Buyer shall notify Seller thereof in writing in reasonable detail within thirty (30) calendar days thereafter. For a period of twenty (20) calendar days thereafter the parties shall attempt in good faith to resolve such items, and any items so resolved shall be deemed final. If Buyer does not deliver any written objections to Seller within such 30-day period, Buyer shall be deemed to have accepted the Final Net Working Capital, and Buyer shall have irrevocably waived any right to object thereto.

(d) If despite such efforts the parties are unable to resolve such items within such time, then within five (5) business days thereafter they shall appoint a mutually agreeable national accounting firm (the "Independent Accountant") to resolve such dispute within thirty (30) calendar days of appointment, with fees shared equally by the parties. The Independent Accountant shall be instructed to deliver a decision solely with respect to the items to which Buyer has objected, and any other matters referred to it for determination. The Independent Accountant shall be instructed that its decision shall be in writing and shall include (i) a statement describing in reasonable detail the decision of the Independent Accountant with respect to each item in dispute and (ii) a computation of the Final Working Capital. The determination of the Independent Accountant shall be final and binding on the parties (absent fraud or manifest error by the Independent Accountant); provided, however, that the determination of the Independent Accountant of the Final Net Working Capital shall not be higher than the amount determined by Seller or lower than the amount determined by Buyer.

(e) If Final Net Working Capital is less than Preliminary Net Working Capital, then Seller shall pay Buyer the amount of such deficiency within five (5) business days of the date of determination thereof. If Final Net Working Capital is higher than Preliminary Net Working Capital, then Buyer shall pay Seller the amount of such excess within five (5) business days of the date of determination thereof. All payments to be made pursuant to this Section 1.6(e) shall be made by wire transfer of immediately available funds (to an account provided in writing by the applicable payee at least three (3) business days before payment is to be made) no later than five (5) business days after the final determination of the amounts required to be paid hereunder.

(f) As used herein "Net Working Capital" means all current assets of the Stations (other than Excluded Assets identified as "Excluded" under "Current Assets" on *Schedule 1.6(f)*) and other than assets otherwise shown on the balance sheet of Triad Broadcasting Company, LLC (which Seller represents and warrants to Buyer are not used in the operation of the Stations and are not Station Assets), *less* all current liabilities of the Stations that have been incurred in the ordinary course of business (other than those Retained Liabilities identified as "Excluded" under "Current Liabilities" on *Schedule 1.6(f)*), each determined in accordance with GAAP (as defined in Section 2.14(b)) as of 11:59 p.m. on the date preceding the day of Closing (the "Adjustment Time"). Notwithstanding anything in this Agreement to the contrary, (i) any liability listed as excluded from the calculation of Net Working Capital is a Retained Liability and not an Assumed Obligation, and (ii) any asset included in the calculation of Net Working Capital is a Station Asset and not an Excluded Asset.

(g) Notwithstanding anything herein to the contrary, all of the following are Retained Liabilities and not Assumed Obligations (the "Excluded Liabilities"): liabilities with respect to Excluded Assets, liabilities related to employees not hired by Buyer at Closing (other than accrued sales commissions, market bonuses and rep fees as set forth in *Schedule 1.6(f)*), income tax liabilities, intercompany debt, management bonuses (other than those at the market level as set forth in *Schedule 1.6(f)*), indebtedness for borrowed money, obligations with respect to letters of credit, bank guarantees and surety bonds, and guarantees with respect to any indebtedness of any other person or entity.

(h) Seller shall ensure that as of the Closing the Stations' aggregate negative barter balance (*i.e.*, the amount by which the value of air time to be provided by the Stations after Closing exceeds the fair market value of corresponding goods and services to be received by the Stations after Closing) under the trade, barter or similar agreements for the sale of time for goods or services that are included in the Station Contracts does not exceed \$75,000.

1.7 Allocation. After Closing, each of Buyer and Seller shall allocate the Purchase Price in accordance with the respective fair market values of the Station Assets and the goodwill being purchased and sold in accordance with the requirements of Section 1060 of the Internal Revenue Code of 1986, as amended (the "Code"). Buyer and Seller shall discuss in good faith an appropriate allocation of the Purchase Price

under the Code and disclose to the other its Purchase Price allocation promptly after such allocation is available and in any event within 60 days after the Closing.

1.8 Closing.

(a) The consummation of the sale and purchase of the Station Assets pursuant to this Agreement (the "Closing") shall take place within five (5) business days after the date that the FCC Consent (as defined in Section 1.9) either (at Buyer's option) is initially granted or becomes Final (defined below) for all of the Stations, in any case subject to the satisfaction or waiver of the last of the conditions required to be satisfied or waived pursuant to Articles 6 or 7 below (other than those requiring a delivery of a certificate or other document, or the taking of other action, at the Closing). The date on which the Closing is to occur is referred to herein as the "Closing Date."

(b) Notwithstanding anything in this Agreement to the contrary, if requested by Buyer and permitted under FCC rules: (i) the Closing shall occur on a date, following initial grant of FCC Consent, set forth in a notice from Buyer at least five (5) business days in advance; (ii) to the extent required by the FCC as necessary to close the transaction if a renewal application is then pending, the parties shall comply with the applicable FCC procedures for processing assignment applications during the pendency of renewal applications (or such other procedures as may be established by the FCC); (iii) Seller shall continue to diligently prosecute the applicable renewal applications after Closing; and (iv) such obligation shall survive Closing until grant of the applicable FCC renewal applications becomes Final.

1.9 FCC Consent.

(a) Within one (1) business day after the Effective Date, subject to Section 1.11, Buyer and Seller shall file an application (the "FCC Application") requesting FCC consent to the assignment of the FCC Licenses (other than the Divestiture Licenses (defined below)) from Seller to Buyer (the "FCC Consent"). Seller and Buyer shall diligently prosecute the FCC Application. Each party shall promptly provide the other with a copy of any pleading, order or other document served on it relating to the FCC Application, and shall furnish all information required by the FCC. 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.

(b) Seller shall, at its expense, timely take any action requested by the FCC with respect to any pending FCC enforcement or other matters related to the Stations, including without limitation entering into a tolling agreement, establishing an escrow or making other arrangements satisfactory to the FCC.

1.10 License Renewals. The FCC Licenses expire on the dates set forth on *Schedule 1.1(a)*.

(a) Seller has pending FCC license renewal applications for one Station located in the Biloxi, Mississippi market and two Stations located in the Hilton Head, South Carolina market.

(b) Seller timely filed FCC renewal applications with respect to the Stations located in the Peoria, Illinois market, which are pending before the FCC.

(c) On or before December 3, 2012, Seller shall timely file FCC renewal applications with respect to the Stations located in the Fargo, North Dakota market.

(d) Seller shall diligently prosecute all of its pending FCC renewal applications. With respect to any pending FCC renewal applications for the Stations, Closing is subject to the grant of the renewal of such FCC license applications in orders which have become Final (unless finality is waived by Buyer in its sole discretion) for a full license term without a material adverse condition.

(e) The parties acknowledge that under current FCC policy, either the FCC will not grant an assignment application while a renewal application is pending, or the FCC will grant an assignment application with a renewal condition. If the FCC Application is granted subject to a renewal condition, then except as provided by Section 1.8, the term FCC Consent shall mean FCC consent to the FCC Application and grant of the license renewal in an order which has become Final (unless finality is waived by Buyer in its sole discretion).

1.11 Divestiture. In order to comply with the FCC's multiple ownership rules, the FCC Licenses for WTZE(AM) and WKQY(FM), Tazewell, Virginia (the "Divestiture Licenses") shall be either divested or surrendered to the FCC as follows:

(a) Buyer may at any time identify one or more third-party transferees (each a "Transferee") for some or all of the Divestiture Licenses (a "Divestiture"). Any such Divestiture shall be pursuant to an agreement between Buyer and the Transferee, and Buyer shall be entitled to all proceeds thereof. If Buyer gives Seller written notice identifying a Transferee, then within five business days thereafter Seller shall file and thereafter prosecute an FCC assignment application (a "Divestiture Application") requesting FCC consent (a "Divestiture Consent") to assign the Divestiture Licenses to the Transferee, and if granted Seller shall file any necessary extension requests with the FCC. Buyer shall use commercially reasonable efforts to confirm to Seller not later than three (3) business days prior to the Closing (and in any event not later than one (1) business day prior to the Closing scheduled pursuant to Section 1.8(a) above, as the same may be extended pursuant to Section 1.11(b) below) whether the Divestiture is to be consummated (pursuant to a Divestiture Consent). If the Divestiture is to be consummated, then at Closing Seller shall assign the appropriate Divestiture Licenses to the Transferee on a basis that is non-recourse to Seller. Any Divestiture Licenses not so divested shall be surrendered by Seller to the FCC concurrent with Closing.

(b) Buyer may, by written notice to Seller, extend the date otherwise scheduled for Closing for up to ten (10) business days in order to consummate a Divestiture.

## ARTICLE 2: SELLER REPRESENTATIONS AND WARRANTIES

Seller represents and warrants to Buyer as follows:

2.1 Organization. Seller is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, and is qualified or authorized to do business in each jurisdiction in which the conduct of its business or the ownership of its properties requires such qualification or authorization, except where the failure by an entity to be so qualified, authorized or in good standing does not have a material adverse effect on the Stations, the Station Assets, Buyer or such entity's ability to perform its obligations under this Agreement. Seller has the requisite power and authority to own and operate the Stations, to carry on the Stations' business as now conducted by it, and to execute, deliver and perform this Agreement and the documents to be made pursuant hereto.

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

2.3 No Conflicts. The execution, delivery and performance by Seller of this Agreement and the documents to be made pursuant hereto does not conflict with any organizational documents of Seller or any law, judgment, order, or decree to which Seller is subject, and does not require the consent, approval or authorization, or filing with, any third party or any court or governmental authority, except the FCC Consent, and except for counter-party consent to assign those Station Contracts designated on *Schedule 1.1(d)*.

### 2.4 FCC Licenses.

(a) Seller holds the FCC Licenses listed and described on *Schedule 1.1(a)*. Such FCC Licenses constitute all of the authorizations required under the Communications Act of 1934, as amended (the "Communications Act"), or the rules, regulations and policies of the FCC for the present operation of the Stations. The FCC Licenses are in full force and effect and have not been revoked, suspended, canceled, rescinded or terminated and have not expired, except as set forth on *Schedule 1.1(a)*. There is not pending or, to Seller's knowledge, threatened any action by or before the FCC to revoke, suspend, cancel, rescind or modify any of the FCC Licenses (other than

proceedings relating to FCC rules of general applicability), and there is no order to show cause, notice of violation, notice of apparent liability, or notice of forfeiture or complaint pending or, to Seller's knowledge, threatened against Seller or the Stations by or before the FCC, except as set forth on *Schedule 1.1(a)*. Seller and the Stations are in compliance with the FCC Licenses, the Communications Act and the rules, regulations and policies of the FCC. The Stations are operating at full power in accordance with their FCC-licensed parameters.

(b) Seller and the Station Assets are in compliance in all material respects with all rules and regulations of the Federal Aviation Administration applicable to the Stations. All reports and filings required to be filed with, and all regulatory fees required to be paid to, the FCC by Seller with respect to the Stations (including without limitation all required equal employment opportunity reports) have been timely filed and paid. All such reports and filings are accurate and complete. Seller maintains public files for the Stations as required by FCC rules.

(c) The operation of the Stations does not expose workers or others to levels of radio frequency radiation in excess of the "Radio Frequency Protection Guides" recommended in "American National Standard Safety Levels with Respect to Human Exposure to Radio Frequency Electromagnetic Fields 3 kHz to 300 GHz" (ANSI/IEEE C95.1-1992), issued by the American National Standards Institute, and renewal of the FCC Licenses would not constitute a "major action" within the meaning of Section 1.1301, *et seq.*, of the FCC's rules.

2.5 Taxes. Seller has filed all material foreign, federal, state, county and local income, excise, property, sales, use, franchise and other tax returns and reports which are required to have been filed by it under applicable law in connection with the Stations' business, and has paid all taxes which have become due pursuant to such returns or pursuant to any assessments attributable to the Station Assets which have become payable.

2.6 Personal Property. *Schedule 1.1(b)* contains a list of all material items of Tangible Personal Property included in the Station Assets as of the Balance Sheet Date along with multiple items which have been disposed of in the normal course of business. Each item of Tangible Personal Property that is included in the Station Assets is in good operating condition and repair (ordinary wear and tear excepted), is free from material defect or damage, is functioning in the manner and purposes for which it was intended and has been maintained in accordance with industry standards. For purposes of the foregoing, a "material item" is an item with an initial acquisition price equal to \$1,000 or more.

2.7 Real Property. *Schedule 1.1(c)* contains a description of all real property used or held for use in the business or operation of the Stations. Seller owns fee simple title to the owned Real Property ("Owned Real Property") free and clear of Liens other than Permitted Encumbrances and the Bank Lien (defined below) that will be released at or before Closing. *Schedule 1.1(c)* includes a description of any lease or similar agreement under which Seller is lessee, sublessee, licensee or sublicensee of, or holds,

uses or operates, any real property in the business or operation of the Stations (the "Real Property Leases"). The Owned Real Property includes, and the Real Property Leases provide, sufficient access to the Stations' facilities without need to obtain any other access rights. No part of any Real Property is subject to any pending or, to Seller's knowledge, threatened suit for condemnation or other taking by any public authority. All buildings and other improvements included in the Real Property are in good operating condition and repair (ordinary wear and tear excepted) and free from material defect or damage and, to Seller's actual knowledge, comply with applicable zoning, health and safety laws and codes. The Stations' towers, guy wires and anchors, ground systems and other facilities and improvements do not encroach upon any adjacent premises, and no facilities from adjacent premises encroach upon the Stations' properties. Seller has delivered to Buyer true and complete copies of all deeds, title insurance policies, title insurance commitments and surveys in its possession that are applicable to the Real Property.

2.8 Contracts. *Schedule 1.1(d)* contains a list of (or otherwise refers to) all contracts used in the operation of the Stations (other than ordinary course time sales agreements). Each of the Station Contracts (including without limitation each Real Property Lease) is in effect and is binding upon Seller and, to Seller's knowledge, the other parties thereto (subject to bankruptcy, insolvency, reorganization or other similar laws relating to or affecting the enforcement of creditors' rights generally). Seller has performed its obligations under each of the Station Contracts in all material respects, and is not in material default thereunder, and to Seller's knowledge, no other party to any of the Station Contracts is in default thereunder in any material respect. There are no Station Contracts between Seller and any affiliate of Seller. Seller has delivered or made available to Buyer true and complete copies of each Station Contract (including each Real Property Lease), together with all amendments thereto.

2.9 Environmental. No hazardous or toxic substance or waste (including without limitation petroleum products) or other material regulated under any applicable environmental, health or safety law has been generated, stored, transported or released on, in, from or to the Real Property or the Station Assets except in material compliance with all environmental, health and safety laws applicable to the Stations or the Station Assets. Seller has complied and is in compliance in all material respects with all environmental, health and safety laws applicable to the Stations or the Station Assets. Seller has not received in respect of the Stations or Station Assets any written notice or claim to the effect that it is or may be liable under any environmental, health or safety law. To Seller's knowledge, neither the Stations nor any Station Assets are the subject of any investigation by any governmental authority with respect to a violation of any applicable environmental, health or safety law. Seller has delivered or made available to Buyer true and complete copies of all environmental reports and assessments in its possession that are applicable to the Real Property or the Stations.

2.10 Intangible Property. Seller has full ownership of, or adequate and enforceable license or other rights to use, all trademarks, service marks, trade names, copyrights and all other intangible property necessary to the conduct of the Stations as presently operated. *Schedule 1.1(e)* contains a description of all material Intangible

Property. Seller's use of the Intangible Property does not infringe upon any third party rights, and Seller has received no notice of any claim that any Intangible Property or the use thereof conflicts with, or infringes upon, any rights of any third party (and there is no basis for any such claim of conflict). Except as set forth on *Schedule 1.1(e)(ii)*, no Intangible Property is the subject of any pending, or, to Seller's knowledge, threatened legal proceedings claiming infringement or unauthorized use. The Stations have the exclusive right to use the Intangible Property. To Seller's knowledge, no Station programming or other material used or broadcast by the Stations infringes upon any copyright, patent or trademark of any other party.

2.11 Employees. Seller has provided to Buyer a list of all of the Stations' employees and their position and rate of compensation, and made available to Buyer either copies of or a description of all of Seller's employee benefit plans. Except as set forth on *Schedule 2.11*, there are no employment agreements included in the Station Contracts. Seller is in compliance in all material respects with all labor and employment laws, rules and regulations applicable to the Stations' business. There is no unfair labor practice charge or complaint against Seller in respect of the Stations' business pending or, to Seller's knowledge, threatened before any court or governmental authority, and there is no strike, dispute, request for representation, slowdown or stoppage pending or, to Seller's knowledge, threatened in respect of the Stations' business. Seller is not party to any collective bargaining, union or similar agreement with respect to the employees of Seller at the Stations, and to Seller's knowledge, no union represents or claims to represent or is attempting to organize such employees.

2.12 Station Assets. Except for the Excluded Assets, the Station Assets constitute all the assets and rights used or held for use in the business or operation of the Stations. The Station Assets are sufficient to permit Buyer to operate the Stations as currently conducted by Seller (except for the Excluded Assets and contracts fully performed or expired in the ordinary course of business between the date of this Agreement and the Closing Date). Subject to Section 7.8, Seller has good and marketable title (or a valid leasehold interest in or valid license to use, as applicable) to the Station Assets, free and clear of Liens, except for Permitted Encumbrances and the lien in favor of Seller's lender described on *Schedule 2.12* attached hereto (the "Bank Lien"), which the portion of the Purchase Price payable to Seller at Closing is sufficient to pay off in full, and which will be paid off and released in full at or before Closing. At Closing, subject to Section 7.8, Seller will transfer to Buyer good and marketable title (or a valid leasehold interest in or valid license to use, as applicable) to the Station Assets, free and clear of Liens, except for Permitted Encumbrances. Seller has delivered or made available to Buyer insurance policies with respect to the Stations, which are in full force and effect.

2.13 Compliance with Law. Seller is in compliance in all material respects with all laws, regulations, rules, writs, injunctions, ordinances, franchises, decrees or orders of any court or of any foreign, federal, state, municipal or other governmental authority which are applicable to the Stations or the Station Assets. There is no action, suit or proceeding pending or, to Seller's knowledge, threatened against Seller in respect of the Stations or the Station Assets. To Seller's knowledge, there are no claims or

investigations pending or threatened against Seller in respect of the Stations or the Station Assets. Seller has all material permits, licenses and other governmental authorizations necessary to conduct the business and operation of the Stations as currently conducted by it.

#### 2.14 Financial Statements.

(a) Seller has provided to Buyer true and complete copies of (i) the audited balance sheets for the business of the Stations as of December 31, 2010 and December 31, 2011, and the related audited statements of income for the years then ended, and (ii) the unaudited balance sheet of the business of the Stations as of August 31, 2012 (the "Balance Sheet Date"), and the related unaudited statement of income for the calendar year to date then ended (collectively, the "Financial Statements"). The Financial Statements (i) have been prepared in accordance with GAAP, subject to the absence of footnotes on unaudited statements, and (ii) fairly present, in all material respects, the financial position and results of operation of Seller with respect to the Stations as of their respective dates and for the respective periods then ended. All of the assets reflected on the Financial Statements are Station Assets, except for Excluded Assets.

(b) Except for (i) liabilities reflected in or reserved against in the most recent balance sheet included in the Financial Statements or as noted in footnotes in the most recent audited Financial Statements, (ii) liabilities of similar kind and amount incurred in the ordinary course of business since the Balance Sheet Date, (iii) liabilities to the extent taken into account in the calculation of Net Working Capital and (iv) liabilities set forth on *Schedule 2.14(b)*, Seller has no material liabilities with respect to the Stations. Since the Balance Sheet Date, there has been no event or events which, individually or in the aggregate, have had a Material Adverse Change on the financial condition or results of operation of the Stations. For purposes of this Agreement, (x) "GAAP" means U.S. generally accepted accounting principles, consistently applied throughout the periods involved, and (y) "Material Adverse Change" means any change or effect that is materially adverse to the financial condition or results of operations of the Stations, taken as a whole, except for any change or effect that arises out of, results from or is attributable to the following: (A) any change in conditions in the United States, foreign or global economy or capital or financial markets, including any change in interest or exchange rates, in each case except to the extent the Stations are significantly more adversely affected by such condition than other radio stations in the same market; (B) any change in conditions (including any change in legal, regulatory, political, economic, financial or business conditions or any change in GAAP or the interpretation or enforcement thereof) in or otherwise generally affecting radio communications industry, in each case except to the extent the Stations are significantly more adversely affected by such condition than other radio stations in the same market; (C) any natural disaster, hostilities, act of terrorism or war (whether or not threatened, pending or declared) or the escalation or material worsening of any such natural disaster, hostilities, acts of terrorism or war; (D) any labor strike, organizing campaign, work stoppage, slowdown, lockout or other labor dispute; (E) the adoption, implementation, promulgation, repeal, modification, reinterpretation or proposal of any order, protocol,

government program, industry standard or applicable law of or by any governmental authority, in each case except to the extent the Stations are significantly more adversely affected by such condition than other radio stations in the same market; (F) changes in the economic outlook for any market in which the Stations operate, in each case except to the extent the Stations are significantly more adversely affected by such condition than other radio stations in the same market; (G) changes in the competitive marketplace in any market in which the Stations operate, including but not limited to the addition of new competitors in any market or the change in formats of any competitive station; or (H) any condition identified as an Environmental Condition for purposes of Section 5.8.

2.15 Receivables. Seller has made available to Buyer a true and correct list of all of the Stations' A/R and the aging thereof as the Balance Sheet Date. The A/R have arisen only from bona fide transactions with unrelated third parties in the ordinary course of business. The amount of the accounts receivable reserve shown on the balance sheet as of the Balance Sheet Date as included in the Financial Statements is appropriate and sufficient for doubtful accounts included in the outstanding accounts receivable balance and is consistent with Seller's past practice and policies.

2.16 No Finder. Except for Waller Capital Corporation, the fees of which will be paid by Seller, no broker, finder or other person is entitled to a commission, brokerage fee or other similar payment in connection with this Agreement or the transactions contemplated hereby as a result of any agreement or action of Seller or any party acting on Seller's behalf. Payment of any broker engaged by Seller shall be Seller's sole cost and expense.

### ARTICLE 3: BUYER REPRESENTATIONS AND WARRANTIES

Buyer represents and warrants to Seller as follows:

3.1 Organization. Buyer is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, and if such qualification is necessary, is (or will be at Closing) qualified to do business in each jurisdiction in which the Station Assets are located. Buyer has the requisite power and authority to execute, deliver and perform this Agreement and the documents to be made pursuant hereto.

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

3.3 No Conflicts. The execution, delivery and performance by Buyer of this Agreement and the documents to be made pursuant hereto does not conflict with any organizational documents of Buyer or any law, judgment, order, or decree to which Buyer is subject, and does not require the consent, approval or authorization, or filing with, any third party or any court or governmental authority, except the FCC Consent.

3.4 Qualification. Buyer is legally and financially qualified to hold the FCC Licenses other than the Divestiture Licenses under the Communications Act and the rules, regulations and policies of the FCC as they exist on the date of this Agreement.

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

3.6 No Financing Contingency. Except as set forth in Section 11.9 below, Buyer acknowledges and agrees that notwithstanding anything to the contrary contained in this Agreement, Buyer's obligation to consummate the transactions contemplated hereby is not subject to any financing contingency or condition.

#### ARTICLE 4: SELLER COVENANTS

4.1 Covenants. Except as may otherwise be contemplated by this Agreement, from the date hereof until the earlier of the termination of this Agreement or Closing, except with the prior written consent of Buyer (which consent shall not be unreasonably withheld, conditioned or delayed), Seller shall:

(a) operate the Stations in the ordinary course of business and keep its books and accounts, records and files in the ordinary course, and preserve the business and goodwill of the Stations and the Station Assets;

(b) operate the Stations in accordance with the terms of the FCC Licenses and in compliance with the Communications Act, FCC rules, regulations and policies, and all other applicable laws, rules and regulations, and maintain the FCC Licenses in full force and effect, and timely file and diligently prosecute any necessary applications for renewal of the FCC Licenses;

(c) keep all Tangible Personal Property and Real Property in good operating condition (ordinary wear and tear excepted) and repair and maintain adequate and usual supplies, spare parts and other materials as have been customarily maintained in the past, and maintain in effect its current (or comparable replacement) insurance policies with respect to the Stations and the Station Assets;

(d) deliver to Buyer copies of monthly internal operating statements for the Stations by the 25th day after the end of each calendar month, which shall present fairly in all material respects the financial condition of the Stations and the results of

operations for the period indicated in accordance with GAAP (subject to the absence of footnotes on unaudited statements);

(e) at the request of Buyer, from time to time give Buyer reasonable access during normal business hours to all of the Stations' employees, facilities, properties, accounts, books, deeds, title papers, insurance policies, licenses, agreements, contracts, commitments, records and files, equipment, machinery, fixtures, furniture, vehicles and all other Station Assets, and provide Buyer all other information concerning the Station as Buyer may reasonably request (provided that any investigation or examination by Buyer shall be conducted in a manner so as not to interfere with the conduct of business in the ordinary course, nor shall any such investigation or examination be deemed in any way to diminish any representations or warranties of Seller made in this Agreement); provided, however, that access related to environmental investigations shall be governed by Section 5.8;

(f) collect the A/R only in the ordinary course of business consistent with past practice, and not compromise, discount or otherwise materially reduce the amount owed in respect of any A/R;

(g) pay accounts payable in the ordinary course of business consistent with past practice;

(h) before Closing spend the capital expenditure amounts for the Stations budgeted for 2012;

(i) reduce the trade receivables under all of the trade agreements (*i.e.*, agreements offering air time and advertising in exchange for goods and services) to a maximum negative trade receivable balance of \$75,000; and

(j) not:

(i) sell, lease or otherwise dispose of any Station Assets except for non-material dispositions in the ordinary course of business of items which are replaced by assets of comparable or superior kind, condition and value;

(ii) create, assume or permit to exist any Liens on the Station Assets (other than Permitted Encumbrances and the Bank Lien to be released at or before Closing), and not dissolve, liquidate, merge or consolidate with any other entity;

(iii) increase the compensation or benefits payable to any employee of the Stations (other than (1) pursuant to contracts in existence as of the date of this Agreement, (2) pursuant to the existing terms of Seller's employee benefit plans, (3) increases in compensation in the ordinary course of business that do not exceed 5% for any individual Station employee or 3% in the aggregate for all Station employees (as compared to the compensation of such employees on the date hereof), provided that (x) Seller may increase the compensation for one or more employees of the Stations in excess of such 5% and 3% levels provided that such excess amount does not exceed \$25,000 in the aggregate, and (y) any budgeted position filled by a new employee for less

than \$75,000 in “annual salary” as set forth in *Schedule 4.1(j)* shall be excluded from the computations set forth in this clause (3), or (4) enter into any employment agreement (excluding for this purpose any offer letter or agreement for “at will” employment but including amendments of any such existing agreements; any employment agreement provided to Buyer under the terms of this clause (4) shall be deemed consented to by Buyer unless Buyer otherwise states within five (5) business days after Buyer’s receipt of such agreement from Seller), or any labor or union agreement or plan (or amendments of any such existing agreements or plan), that will be binding upon Buyer after Closing);

(iv) modify any of the FCC Licenses; or

(v) amend or terminate any of the Station Contracts, or enter into any contract, lease or agreement with respect to the Stations except for (i) contracts entered into in the ordinary course of business to extend the term of existing agreements for the continued operation of the Stations for a term not beyond Closing (unless otherwise approved by Buyer or relate to a contract with a contract amount or liability of less than \$10,000 per year) and (ii) ordinary course cash time sales agreements and any other agreements entered into in the ordinary course of business that (1) will be paid and performed in full before Closing or (2) otherwise are subject to contract amounts that are not greater than \$10,000 per year.

#### ARTICLE 5: JOINT COVENANTS

5.1 Confidentiality. Subject to the requirements of applicable law, all non-public information regarding the parties and their business and properties that is disclosed by or on behalf of a party to the other party in connection with the negotiation, preparation or performance of this Agreement shall be confidential and shall not be disclosed by the recipient to any other person or entity, except on a confidential basis to the recipient’s attorneys, accountants, investment bankers, investors and lenders, and its attorneys for the purpose of consummating the transaction contemplated by this Agreement; without limiting the foregoing, until Closing, confidential information received by Buyer shall also be subject to the terms of the Non-Disclosure Agreement entered into by Buyer and Triad Broadcasting Company, LLC on behalf of Seller on July 17, 2012, as amended (the “Confidentiality Agreement”).

5.2 Announcements. Prior to Closing, no party shall, without the prior written consent of the other, issue any press release or make any other public announcement concerning the transactions contemplated by this Agreement, except to the extent that such party is so obligated by law, in which case such party shall give advance notice to the other, and except as necessary to enforce rights under or in connection with this Agreement. Notwithstanding the foregoing, the parties acknowledge that this Agreement and the terms hereof will be filed with the FCC Application and thereby become public.

5.3 Control. Consistent with FCC rules, control, supervision and direction of the operation of the Stations prior to Closing shall remain the responsibility of Seller as the holder of the FCC Licenses.

5.4 Risk of Loss. The risk of loss of or damage to any of the Station Assets shall remain with Seller at all times until 12:01 a.m. local time on the day of Closing with respect thereto, and prior to Closing Seller shall repair and replace any lost or damaged Station Assets.

5.5 Broadcast Interruption. If prior to Closing any Station is off the air or operating at a power level that results in a material reduction in coverage (a "Broadcast Interruption"), then Seller shall return such Station to the air and restore prior coverage as promptly as possible. Notwithstanding anything herein to the contrary, if prior to Closing there is a Broadcast Interruption in excess of 24 hours, then Buyer may postpone Closing until the date five (5) business days after such Station returns to the air and prior coverage is restored in all material respects, subject to Section 10.1.

5.6 Consents. Prior to Closing Seller shall obtain the Required Consents (defined below). In addition, Seller shall use commercially reasonable efforts to obtain the other consents noted on *Schedule 1.1(c)* and *Schedule 1.1(d)* hereto and customary estoppel certificates from the lessors under the Real Property Leases. To the extent that any Station Contract may not be assigned without the consent of any third party, and such consent is not obtained prior to Closing, this Agreement and any assignment executed at Closing pursuant hereto shall not constitute an assignment thereof and the parties shall negotiate in good faith an appropriate alternative acceptable to both parties; provided, however, that *Schedule 1.1(c)* and *Schedule 1.1(d)* identify those consents the receipt of which is a condition precedent to Buyer's obligation to close under this Agreement (the "Required Consents").

5.7 Employees.

(a) Buyer shall offer employment as of Closing to each Station employee who is employed immediately prior to Closing. All Station employees who accept Buyer's offer of employment are hereinafter referred to collectively as the "Transferred Employees." Except as provided by the terms of any employment agreements included in the Station Contracts, such offers shall be for at-will employment at a monetary compensation (or monetary compensation formula, including base salary, commission rate and bonus opportunity) at least as favorable as that provided by Seller immediately prior to Closing; provided, however that in no event shall Buyer be required to provide (i) any form of equity compensation, including but not limited to, any stock, options, warrants, phantom stock plans or otherwise or (ii) any retirement, health and/or welfare benefits that are not offered by Buyer's then current employee benefit plans (except to the extent otherwise required under employment agreements assumed by Buyer).

(b) With respect to each Transferred Employee whose employment is terminated during the six-month period following the Closing Date and who is entitled to severance pursuant to applicable law, contract or company policy ("Severance"), Seller shall pay Buyer (by disbursement from the Post-Closing Escrow) the amount of all Severance paid or payable by Buyer, but not more than \$140,000 in the aggregate. From time to time as and when any such termination occurs with respect to a Transferred

Employee who is terminated within such six-month period to whom Severance is payable, Buyer and Seller shall execute and deliver to the Escrow Agent joint written instructions directing release to Buyer from the Post-Closing Escrow in a lump-sum the total amount of Severance due or to become due with respect to such Transferred Employee, regardless of whether the Severance is required by applicable law, contract or company policy and regardless of whether such Severance is to be paid to the Transferred Employee lump-sum or over a period of time.

(c) With respect to each Transferred Employee, Seller shall be responsible for all compensation and benefits arising prior to Closing (in accordance with Seller's employment terms) and Buyer shall be responsible for all compensation and benefits arising after Closing (in accordance with Buyer's employment terms); provided, however, that Buyer will be responsible for paying all accrued but not yet paid sales commissions and bonuses to Transferred Employees to the extent such amounts are "Current Liabilities" for purposes of determining Net Working Capital under Section 1.6(f) (the "Accrued Employee Payments"). Subject to the terms of Buyer's plans and the reasonable requirements of Buyer's plan administrator, Buyer shall make available to Transferred Employees Buyer's employee benefit plans on substantially the same basis, in the aggregate, as those provided (or expected to be provided) to similarly situated employees of Buyer. To the extent such benefits are made available to Transferred Employees, for purposes of determining eligibility to participate, vesting and entitlement to benefits where length of service is relevant (including for purposes of vacation accrual) under any Buyer employee benefit plan (other than a defined benefit plan) and to the extent permitted by applicable law, Buyer shall provide that the Transferred Employees shall receive service credit under each Buyer employee benefit plan (other than a defined benefit plan) for their period of service with the Seller and predecessors prior to the Closing, except where doing so would cause a duplication of benefits. To the extent such benefits are made available to Transferred Employees, and subject to the reasonable requirements of Buyer's plans and plan administrators, Buyer shall waive all limitations as to preexisting conditions exclusions (or actively at work or similar limitations), evidence of insurability requirements and waiting periods with respect to participation and coverage requirements applicable to the Transferred Employees under any medical, dental and vision plans that such employees may be eligible to participate in after the Closing Date. To the extent permitted by law, and to the extent such benefits are made available to Transferred Employees, and to the extent permitted by Buyer's plans (if any), and subject to the requirements of Buyer's plans and plan administrators, Buyer shall also provide Transferred Employees and their eligible dependents with credit for any co-payments, deductibles and offsets (or similar payments) made under the Seller's benefit plans for the year in which the Closing occurs under Buyer's medical, dental and vision plans for the purposes of satisfying any applicable deductible, out-of-pocket, or similar requirements under any Buyer employee benefit plan in the year in which the Closing occurs.

(d) At Closing, Seller shall pay to each Transferred Employee an amount equal to the value of any accrued vacation time of each such Transferred Employee as of the Closing Date.

(e) Effective as of the Closing Date, the Transferred Employees shall cease to participate in the Code Section 401(k) plan maintained by the Seller (the "Seller 401(k) Plan"), effective as of such date, Buyer shall provide or cause to be provided to the Transferred Employees the right to participate in a Code Section 401(k) plan established or maintained by Buyer, if any (the "Buyer 401(k) Plan"), subject to the reasonable requirements of Buyer's plans and plan administrators. In the event of such a transfer, as soon as is reasonably practicable following the Closing Date, Seller shall cause the trustee of the Seller 401(k) Plan to transfer the account balances of the Transferred Employees (including any outstanding loans) from the Seller 401(k) Plan to the Buyer 401(k) Plan in accordance with the requirements of Code §§ 411(d)(6) and 414(l). Seller and Buyer shall use commercially reasonable efforts to effect such transfer of account balances in a timely manner.

(f) Buyer does not assume any of Seller's employee obligations (including any severance obligations), all of which are Retained Liabilities and not Assumed Obligations, other than the Accrued Employee Payments. Notwithstanding anything in this Agreement to the contrary, if there are any employment agreements included in the Station Contracts and any of them include any deferred compensation or profit sharing or transfer of control or similar provisions, then such obligations shall be Retained Liabilities and not Assumed Obligations.

(g) The terms of this Agreement are solely for the benefit of (and may be enforced only by) the parties hereto and their respective successors and permitted assigns. Without limiting the foregoing, nothing in this Agreement gives any rights to any employee, and no employee may enforce any provision of this Agreement against any of the parties hereto.

#### 5.8 Environmental.

(a) With respect to any Owned Real Property and ground lease included in the Station Assets (the "Applicable Properties"), within sixty (60) days after the Effective Date and prior to Closing Buyer may engage environmental consultants to conduct Phase I environmental reviews in compliance with 40 CFR Part 312 and American Society for Testing and Materials ("ASTM") Standard E1527-05 (each, a "Phase I Assessment"). Seller shall provide reasonable physical access to the Applicable Properties for each Phase I Assessment upon reasonable prior notice from Buyer. To expedite any Phase II Assessment (as defined below), Buyer agrees to notify Seller as soon as practicable after receiving the Phase I Assessment report from its environmental consultant, but in any event within ten (10) business days, as to whether Buyer wishes to conduct a Phase II Assessment on such property. To expedite any Phase II Assessment (as defined below), Buyer agrees to request of its consultant that, if such consultant plans to prioritize properties within a market, it will give priority to completing the Phase I Assessment reports for the leased properties first, provided that in such consultant's judgment such priority does not create significant delays in their ability to provide all Phase I Assessment reports within the required 60-day period.

(b) If, following any such review, such consultant proposes to conduct further environmental investigation (each, a "Phase II Assessment", and together with the Phase I Assessments, the "Assessments"), Buyer will be permitted to conduct such Phase II Assessment only with express consent from Seller, which consent shall not be unreasonably withheld (it being understood that it will be reasonable for Seller to withhold consent if (i) Buyer's consultant does not reasonably specify the work to be performed, including boring, drilling, testing, sampling or any other invasive technique or sample collection, or proposes work not in accordance with professional standards practiced by professionals in environmental consulting or work that can reasonably be expected to have a material adverse effect on the health, safety or welfare of the environment or natural persons, (ii) the consultant does not have the insurance described in the second to last sentence of Section 5.8(d) below) or (iii) in the case of leased properties, Seller using commercially reasonable efforts has not been able to obtain any necessary landlord consent for such Phase II Assessment. Buyer and its consultants shall comply with Section 5.1 (Confidentiality) as to the data, reports, assessments and studies resulting from any Phase II Assessment. Buyer shall provide Seller with copies of its consultants' final written reports resulting from any Phase II Assessment promptly after receipt. Buyer acknowledges that Seller offers no assurances as to safety at the Applicable Properties and that Buyer assumes all risks related to the performance of the Assessments, including all risks related to its consultants and their representatives. In the case of Applicable Properties that are ground leases, the work in any Phase II Assessment shall be performed in compliance with any contractual restrictions under such ground leases, but if any such conditions prevent work then Buyer may terminate this Agreement by written notice to Seller, provided such notice of termination by Buyer is delivered to Seller not later than thirty (30) days after Buyer has received notice that its proposed work is restricted by a lease. Under no circumstances shall Buyer or its environmental consultants (or Buyer's or its environmental consultants' agents, employees or subcontractors) collect or take for analysis any environmental media (including without limitation any surface water, groundwater, storm water, ambient or indoor air, soil or soil vapor) or any other physical samples except pursuant to a Phase II Assessment to which Seller has consented.

(c) If Seller does not provide consent to a Phase II Assessment within ten (10) business days of any Buyer request, Buyer may terminate this Agreement on written notice to Seller, provided such notice of termination by Buyer is delivered to Seller not later than thirty (30) days after such ten (10) business day period. For the avoidance of doubt, Seller shall use commercially reasonable efforts to obtain (without compensation to landlord) any applicable landlord consent for sampling at leased sites, and if any such consent is not obtained sufficiently in advance of Closing to enable Buyer to complete its environmental reviews, then Buyer may terminate this Agreement by written notice to Seller; provided such notice of termination by Buyer is delivered to Seller not later than thirty (30) days after Buyer has received notice that such consent will not be given. If approved by Seller, Seller shall provide reasonable physical access to the Applicable Properties for each Phase II Assessment upon reasonable prior notice from Buyer. In the event any Phase II Assessments are conducted by Buyer's consultant, Seller and Seller's consultant shall have the right to be present at the relevant property for

all Phase II Assessment activities, and Buyer shall provide reasonable notice to Seller of such activities, and to collect for analysis split samples of all samples collected by Buyer's consultant, all at Seller's sole expense. All Phase II Assessment activities shall be conducted in accordance with this Section 5.8.

(d) The costs and expenses related to any and all Assessments (but not any review, sampling or testing done by Seller) shall be borne by Buyer. Buyer shall defend, indemnify and hold harmless the Seller from any Damages (as defined in Section 9.2) incurred by Seller arising out of or resulting from any personal injury, property damage or other loss occurring as a result of the presence of Buyer's contractors or consultants (including said contractors' or consultants' agents, subcontractors or employees) on any Owned Real Property or ground lease included in the Station Assets, except to the extent caused by Seller. Buyer's contractors or consultants shall hold insurance policies with terms, conditions and limits consistent with their customary practices; provided that the insurance held by the consultant conducting the Assessments shall include at a minimum (i) commercial general liability insurance, in an insured amount of not less than \$1 million per occurrence for bodily injury or property damage and (ii) such other insurance as may be required by applicable law. If requested by Seller in connection with any Phase II Assessment, Buyer shall request its consultants to name Seller as an additional insured on such consultant's general liability insurance policies at Seller's expense (if any).

(e) Subject to the right to terminate as provided in this Section 5.8, if any Assessment identifies a condition requiring remediation under applicable environmental laws (each, an "Environmental Condition"), then Seller and Buyer shall, within 10 days after Seller receives Buyer's Assessment, in good faith obtain from environmental consultants estimates of the remediation costs associated with each Environmental Condition that could reasonably be expected to be the responsibility of the owner or tenant of each location. If Buyer and Seller cannot agree on a single estimate based on the two estimates, then the parties shall select a mutually acceptable independent environmental consultant of nationally recognized standing to review the estimates and prepare an estimate of the aggregate costs of such remediation. The final estimate (the "Estimated Remediation Costs") shall be either the amount agreed upon by Buyer and Seller or the estimate prepared by such independent third party consultant, which shall be delivered within 10 days of engagement, or the shortest period of time from engagement the independent third party consultant can guarantee delivery (but the parties shall not be obligated to incur expedited basis charges). Each of Buyer and Seller shall be responsible for 50% of the costs of the independent consultant in preparing the third estimate.

(f) To the extent any Environmental Condition is not remediated prior to Closing, then after Closing the cost thereof shall be disbursed to Buyer from the Post-Closing Escrow when incurred (and Buyer and Seller shall promptly execute and deliver joint written instructions to the Escrow Agent to such effect), and if the post-Closing portion of the Estimated Remediation Costs:

(i) is less than \$420,000, then Post-Closing Escrow shall not be changed;

(ii) exceeds \$420,000 but is equal to or less than \$1,000,000, then at Closing, the Post-Closing Escrow amount shall be increased (with no change in the total Purchase Price) dollar for dollar, by the amount by which the Estimated Remediation Costs exceed \$420,000 (the "Environmental Supplement"), provided that such Environmental Supplement to the escrow shall be available solely for costs of remediation of Environmental Conditions; and

(iii) exceeds \$1,000,000, then either Seller or Buyer may terminate this Agreement upon written notice to the other party.

No condition identified as an Environmental Condition for purposes of this Section 5.8 may be the subject of an indemnification claim under Section 9.1 based upon a breach of representation, including without limitation, a breach of the representation in Section 2.9, but the foregoing does not limit recovery of remediation costs pursuant to this Section 5.8.

5.9 Real Property. Buyer may, at its expense, obtain customary title commitments and surveys with respect to the Real Property. Seller shall cooperate with any reasonable requests by the title company and shall provide reasonable access during normal business hours for such surveys upon reasonable prior notice. If any title commitment or survey discloses an encroachment or a Lien that is not a Permitted Encumbrance, then Seller shall remove such encroachment or Lien prior to Closing.

#### 5.10 Final Order.

(a) For purposes of this Agreement, the term "Final" shall mean that action shall have been taken by the FCC (including action duly taken by the FCC's staff, pursuant to delegated authority) which shall not have been reversed, stayed, enjoined, set aside, annulled or suspended; with respect to which no timely request for stay, petition for rehearing, appeal or certiorari or *sua sponte* action of the FCC with comparable effect shall be pending; and as to which the time for filing any such request, petition, appeal, certiorari or for the taking of any such *sua sponte* action by the FCC shall have expired or otherwise terminated.

(b) If the Closing occurs prior to a Final FCC Consent, and prior to becoming Final the FCC Consent is reversed or otherwise set aside, and there is a Final order of the FCC (or court of competent jurisdiction) requiring the re-assignment of the FCC Licenses to Seller, then the purchase and sale of the Station Assets shall be rescinded. In such event, Buyer shall reconvey to Seller the Station Assets, and Seller shall repay to Buyer the Purchase Price and reassume the contracts and leases assigned and assumed at Closing.

(c) Any such rescission shall be consummated on a mutually agreeable date within thirty days of such Final order (or, if earlier, within the time required by such order). In connection therewith, Buyer and Seller shall each execute such documents (including execution by Buyer of instruments of conveyance of the Station Assets to Seller and execution by Seller of instruments of assumption of the contracts and leases assigned and assumed at Closing) and make such payments (including repayment by Seller to Buyer of the Purchase Price) as are necessary to give effect to such rescission with the intention of returning Buyer and Seller, to the extent possible, to their respective positions prior to the Closing.

5.11 All Commercially Reasonable Efforts. Subject to the terms and conditions herein provided, each of the parties agrees to use all commercially reasonable efforts to take, or cause to be taken, all action, and to do, or cause to be done, all things necessary, proper and advisable, including under applicable law, to consummate and make effective as promptly as practicable the transactions contemplated by this Agreement.

5.12 Facilities. Prior to Closing Seller shall renew the lease listed on *Schedule 5.12* on the terms described on such schedule.

5.13 Biloxi Tower. Subject to the last sentence of this Section 5.13, prior to Closing, Seller shall either replace the WCPR-FM tower at its current tower site or move the Station to a new tower site (the "WCPR Tower Replacement"). The WCPR Tower Replacement (whether a new tower or new site) shall provide a signal coverage, strength and quality greater than or equal to that of WCPR on the date of this Agreement and shall not include any new Station expense. Without limiting the foregoing, if any new site selected by Seller for the WCPR Tower Replacement is not acquired by Seller in fee simple, then Seller shall be responsible for any lease payments for such site (and the Purchase Price shall be adjusted accordingly). Seller shall keep Buyer reasonably informed as to the status of the WCPR Tower Replacement and shall, at its expense timely file and thereafter diligently prosecute any FCC modification applications with respect thereto. So long as Seller complies with the terms of this Section 5.13 with respect to the WCPR Tower Replacement, any new contract for such work shall not be subject to the limitations set forth in Section 4.1(j)(v). If the WCPR Tower Replacement is not completed prior to Closing, then the Purchase Price shall be adjusted downward at Closing in the amount of the reasonably estimated cost of completion of the WCPR Tower Replacement; to the extent that a contract entered into by Seller relating to the WCPR Tower Replacement is not fully performed by Closing, such contract shall be deemed a Station Contract to be assumed by Buyer at Closing provided that the Purchase Price is adjusted for the obligations owed by Buyer under such assumed contract and the obligations owed by Buyer under such contract are otherwise reasonably acceptable to Buyer.

#### ARTICLE 6: SELLER CLOSING CONDITIONS

The obligation of Seller to consummate the Closing is subject to satisfaction of the following conditions at or prior to Closing:

6.1 Bringdown. The representations and warranties of Buyer made in this Agreement shall be true and correct in all material respects as of Closing (without duplication of any materiality qualification) except for changes permitted by this Agreement, Buyer shall have performed the obligations to be performed by it under this Agreement at or prior to Closing in all material respects, and Seller shall have received a certificate dated as of Closing from Buyer (executed by an authorized officer) to the effect that the conditions set forth in this section have been satisfied (the "Buyer Bringdown Certificate").

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

6.3 FCC Consent. The FCC Consent shall have been granted.

6.4 Divestiture. The condition set forth in Section 1.11 shall have been satisfied.

6.5 Deliveries. Buyer shall have made the deliveries to be made by it at Closing under this Agreement.

#### ARTICLE 7: BUYER CLOSING CONDITIONS

The obligation of Buyer to consummate the Closing is subject to satisfaction of the following conditions at or prior to the Closing:

7.1 Bringdown. The representations and warranties of Seller made in this Agreement shall be true and correct in all material respects as of Closing except for changes permitted by this Agreement, Seller shall have performed the obligations to be performed by it under this Agreement at or prior to Closing in all material respects, and Buyer shall have received a certificate dated as of Closing from Seller (executed by an authorized officer) to the effect that the conditions set forth in this section have been satisfied (the "Seller Bringdown Certificate").

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

7.3 FCC Consent. The FCC Consent shall have been granted and shall have become Final in accordance with Section 1.8.

7.4 Deliveries. Seller shall have made the deliveries to be made by it at Closing under this Agreement.

7.5 Change. There shall have been no Material Adverse Change in the business or results of operations of the Stations or the condition of the Station Assets since the Balance Sheet Date.

7.6 Divestiture. Seller shall have complied with its obligations under Section 1.11.

7.7 Consents. The Required Consents shall have been obtained.

7.8 Deeds. With respect to any Owned Real Property site identified on *Schedule 7.8* for which Seller delivers a quitclaim deed or a deed that is not a warranty deed, Buyer shall have received an owner's title policy from a reputable national title company insuring fee simple title to such Owned Real Property free and clear of Liens with no exceptions other than Permitted Encumbrances (and no exception for the deed being a quitclaim deed).

#### ARTICLE 8: CLOSING DELIVERIES

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

- (a) good standing certificates issued by Seller's jurisdiction of formation;
- (b) a certified copy of the Seller Authorization;
- (c) the Seller Bringdown Certificate;
- (d) an Assignment of FCC Licenses assigning the FCC Licenses (other than the Divestiture Licenses) to Buyer, and if applicable under Section 1.11, an Assignment of FCC Licenses assigning the Divestiture Licenses to the Transferee;
- (e) a customary Assignment and Assumption of Contracts assigning the Station Contracts to Buyer;
- (f) a customary Assignment and Assumption of Leases assigning the Real Property Leases to Buyer;
- (g) Warranty Deeds conveying the Owned Real Property to Buyer (except as provided in Section 7.8), together with owner affidavits, gap indemnities, FIRPTA affidavit, transfer tax documents and other documents reasonably requested by Buyer's title company;
- (h) an Assignment of Marks assigning the Stations' registered marks to Buyer;
- (i) domain name transfers assigning the Stations' domain names from Seller to Buyer following customary procedures of the domain name administrator;
- (j) endorsed vehicle titles conveying the vehicles included in the Tangible Personal Property to Buyer;

(k) a bill of sale conveying to Buyer all Station Assets (other than real estate and Station Assets requiring specific forms of assignment, including without limitation those described in Sections 8.1(h), (i) and (j) above);

(l) the Required Consents;

(m) any customary estoppel certificates and consents to assignment obtained by Seller;

(n) customary payoff letters and other appropriate documents necessary to release all Liens (except for Permitted Encumbrances) on the Station Assets;

(o) a true and complete list of the A/R as of Closing and the aging thereof, and a report listing all of the Stations' current trade and barter agreements which shows the aggregate value of the barter payable and barter receivable under each agreement;

(p) documents from the applicable insurance company adding Buyer as an additional insured to the landlord's insurance policy with respect to the studio site located at 900 Bluefield Avenue, Bluefield, West Virginia; and

(q) any other documents and instruments of conveyance, assignment and transfer that may be reasonably necessary to convey, transfer and assign the Station Assets to Buyer, free and clear of Liens, except for Permitted Encumbrances.

8.2 Buyer Deliveries. At the Closing, Buyer shall deliver to Seller:

(a) good standing certificates issued by Buyer's jurisdiction of formation;

(b) the Purchase Price in accordance with the terms of this Agreement;

(c) a certified copy of the Buyer Authorization;

(d) the Buyer Bringdown Certificate;

(e) a customary Assignment and Assumption of Contracts assuming the obligations arising after Closing under the Station Contracts;

(f) a customary Assignment and Assumption of Leases assuming the obligations arising after Closing under the Real Property Leases;

(g) domain name transfers assigning the Stations' domain names from Seller to Buyer following customary procedures of the domain name administrator;

(h) any other documents and instruments of assumption that may be reasonably necessary to assume the Assumed Obligations; and

- (i) the confirmation notice described in Section 1.11.

8.3 Tax Matters. All taxes and tax liabilities attributable to the Station Assets that relate to any taxable year or other taxable period beginning before the Closing Date and ending after the Closing Date shall be apportioned on a per diem basis between the Pre-Closing Tax Period and the taxable year or other taxable period that begins on and after the Closing Date.

#### ARTICLE 9: SURVIVAL AND INDEMNIFICATION

9.1 Survival. The representations and warranties in this Agreement shall survive Closing for a period of eighteen (18) months from the Closing Date at which time they shall expire and be of no further force or effect, except (i) those under Section 2.5 (Taxes), which shall survive until the expiration of any applicable statute of limitations, and those under Section 2.9 (Environmental), which shall survive until the second anniversary of the Closing Date, (ii) those with respect to title to the Station Assets, which shall survive indefinitely, and (iii) that if within such applicable period the indemnified party gives the indemnifying party written notice of a claim for breach thereof describing in reasonable detail the nature and basis of such claim, then such claim shall survive until the resolution of such claim. The covenants and agreements in this Agreement shall survive Closing until performed in accordance with their respective terms.

#### 9.2 Indemnification.

(a) From and after Closing, Seller shall defend, indemnify and hold harmless Buyer from and against any and all losses, costs, damages, liabilities and expenses, including reasonable attorneys' fees and expenses ("Damages") incurred by Buyer arising out of or resulting from:

- (i) any breach by Seller of its representations and warranties under this Agreement;
- (ii) any default by Seller of its covenants and agreements under this Agreement; or
- (iii) the Retained Liabilities.

Notwithstanding the foregoing or anything else herein to the contrary, after Closing, (i) Seller shall have no liability to Buyer under Section 9.2(a)(i) until Buyer's aggregate Damages exceed \$100,000 (after which such threshold amount shall be included in and not excluded from the calculation of Damages), and (ii) the maximum aggregate liability of Seller under Section 9.2(a) shall be the sum of Two Million One Hundred Thousand Dollars (\$2,100,000).

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

- (i) any breach by Buyer of its representations and warranties under this Agreement;
- (ii) any default by Buyer of its covenants and agreements under this Agreement; or
- (iii) the Assumed Obligations.

### 9.3 Procedures.

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

(b) The indemnifying party shall have the right to undertake the defense or opposition to such Claim with counsel reasonably satisfactory to the parties. In the event that the indemnifying party does not undertake such defense or opposition in a timely manner, the indemnified party may undertake the defense, opposition, compromise or settlement of such Claim with counsel selected by it at the indemnifying party's cost.

(c) Notwithstanding anything herein to the contrary:

(i) the indemnified party shall have the right, at its own cost and expense, to participate in the defense, opposition, compromise or settlement of any Claim, and shall have the right to consult with the indemnifying party and its counsel concerning any Claim, and the indemnifying party and the indemnified party shall cooperate in good faith with respect to any Claim;

(ii) the indemnifying party shall not, without the indemnified party's written consent, settle or compromise any Claim or consent to entry of any judgment which does not include a release of the indemnified party from all liability in respect of such Claim;

(iii) the parties shall treat any and all payments under this Article 9 as an adjustment to the Purchase Price for income tax purposes unless otherwise required by applicable law;

(iv) if the Closing occurs, then the remedies provided for in this Article 9 (and as limited by this Article 9) shall be the sole remedies of the indemnified parties in respect of any claims, howsoever denominated, arising out of this Agreement or relating in any way to the subject matter hereof, and shall preclude assertion by the indemnified parties of any other rights or the seeking of any other remedies against the indemnifying parties with respect to the matters covered by the indemnification provisions contained in this Article 9 or otherwise relating in any manner to the subject

matter hereof, except for (A) claims alleging fraud, (B) claims relating to compliance with any covenant or agreement that provides for performance after Closing (including without limitation payments due under Section 1.6(e) relating to Final Net Working Capital) and (C) the remedies of specific performance, injunctive relief, non-monetary declaratory judgment or any other non-monetary equitable remedies that may be available under applicable law (including without limitation with respect to Sections 5.1, 5.2 and 5.10). In furtherance of the foregoing and, if the Closing occurs, each party shall waive, to the fullest extent permitted under applicable law, and agrees not to assert in any action or proceeding of any kind, any and all rights, claims and causes of action it may then or thereafter have against any other party (including any such rights, claims or causes of action arising under or based upon common law or equity) other than claims for indemnification asserted as permitted by and in accordance with the provisions set forth in this Article 9 and the other claims and remedies set forth above;

(v) notwithstanding anything in this Agreement to the contrary, no one shall be entitled to indemnification pursuant to Section 9.2 for any Damages to the extent such item or matter was taken into account in the calculation of Final Working Capital;

(vi) in no event shall any indemnified party be entitled to double recovery hereunder; if any circumstance constitutes a breach of more than one representation, warranty or covenant of an indemnifying party, the indemnified party(ies) shall only be entitled to recover once in respect of such circumstance;

(vii) if any indemnification is owed pursuant to Section 9.2(a), then unless otherwise paid by Seller, both parties shall instruct the Escrow Agent to disburse funds to Buyer from the Post-Closing Escrow to satisfy any claims for indemnification hereunder; and

(viii) EXCEPT IN THE CASE OF THIRD PARTY CLAIMS, NO PARTY SHALL IN ANY EVENT BE LIABLE UNDER THIS ARTICLE 9 FOR ANY PUNITIVE DAMAGES BY REASON OF A BREACH OF ANY REPRESENTATION, WARRANTY, COVENANT OR INDEMNITY CONTAINED HEREIN.

#### ARTICLE 10: TERMINATION AND REMEDIES

10.1 Termination. This Agreement may be terminated prior to Closing as follows:

- (a) by mutual written consent of Buyer and Seller;
- (b) by written notice of Buyer to Seller if Seller:

(i) does not perform in any material respect the obligations to be performed by it under this Agreement on the Closing Date as set forth in Articles 7 and 8; or

(ii) otherwise breaches in any material respect any of its representations or warranties or defaults in any material respect in the performance of any of its covenants or agreements contained in this Agreement and such breach or default is not cured within the Cure Period (defined below); provided that Buyer shall not be entitled to terminate this Agreement under this Section 10.1(b) if it is then in material breach of any of its representations, warranties, covenants or agreements contained in this Agreement;

(c) by written notice of Seller to Buyer if Buyer:

(i) does not perform in any material respect the obligations to be performed by it under this Agreement on the Closing Date as set forth in Articles 6 and 8; or

(ii) otherwise breaches in any material respect any of its representations or warranties or defaults in any material respect in the performance of any of its covenants or agreements contained in this Agreement and such breach or default is not cured within the Cure Period; provided that Seller shall not be entitled to terminate this Agreement under this Section 10.1(c) if it is then in material breach of any of its representations, warranties, covenants or agreements contained in this Agreement;

(d) by written notice of Buyer to Seller, or by Seller to Buyer, if the FCC denies the FCC Application;

(e) by written notice of Buyer to Seller, or by Seller to Buyer, if the Closing does not occur by the date one year after the date of this Agreement;

(f) as provided by Section 5.8; or

(g) as provided by Section 11.9.

The term "Cure Period" as used herein means a period commencing the date Buyer or Seller receives from the other written notice of breach or default hereunder and continuing until the earlier of (i) fifteen (15) calendar days thereafter or (ii) the Closing Date. Termination of this Agreement shall not relieve any party of any liability for breach or default under this Agreement prior to the date of termination. Notwithstanding anything contained herein to the contrary, Sections 1.5 (Deposit), 5.1 (Confidentiality), 5.2 (Announcements), and 11.1 (Expenses) shall survive any termination of this Agreement.

10.2 Specific Performance. In the event of a breach or threatened breach by Seller of any representation, warranty, covenant or agreement under this Agreement, at Buyer's election, in addition to any other remedy available to it, Buyer shall be entitled to an injunction restraining any such breach or threatened breach and to enforcement of this Agreement by a decree of specific performance requiring Seller to fulfill its obligations under this Agreement, in each case without the necessity of showing economic loss or other actual damage and without any bond or other security being required.

ARTICLE 11: MISCELLANEOUS.

11.1 Expenses. Each party shall be solely responsible for all costs and expenses incurred by it in connection with the negotiation, preparation and performance of and compliance with the terms of this Agreement, except that all governmental taxes, fees and charges applicable to the request for FCC Consent and the transfer of the Station Assets under this Agreement shall be shared equally by Buyer and Seller. As between Buyer and Seller, Buyer shall be responsible for all costs of the Divestiture of the Divestiture Licenses except that at its own cost Seller shall comply with its obligations under Section 1.11 to file and prosecute the Divestiture Application and convey the Divestiture Licenses.

11.2 Further Assurances. After Closing, each party hereto shall execute all such instruments and take all such actions as any other party may reasonably request, without payment of further consideration, to effectuate the transactions contemplated by this Agreement, including without limitation the execution and delivery of confirmatory and other transfer documents in addition to those to be delivered at Closing.

11.3 Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and permitted assigns. Neither party may assign any of its rights or delegate any of its obligations hereunder, and any such attempted assignment or delegation without such consent shall be void, except that Buyer may assign its right to acquire the Station Assets (in whole or in part) to any of Buyer's affiliates upon prior written notice to Seller, but any such assignment shall not relieve Buyer of any obligations under this Agreement.

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

if to Seller, then to:

Triad Broadcasting Company, LLC  
2511 Garden Road #104A  
Monterey, CA 93940  
Attention: David J. Benjamin, CEO  
Facsimile: (831) 655-6355

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

Orrick, Herrington & Sutcliffe LLP  
51 West 52<sup>nd</sup> Street  
New York, NY 10019  
Attention: Quinn Moss  
R. King Milling, Jr.  
Facsimile: (212) 506-5151

if to Buyer, then to:

L&L Broadcasting LLC

1211 SW 5th Avenue, Suite 600  
Portland, OR 97204  
Attention: Larry Wilson, Chairman  
Facsimile: (503) 517-6501

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

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

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

11.6 Governing Law. The construction and performance of this Agreement shall be governed by the laws of the State of Delaware without giving effect to the choice of law provisions thereof. The prevailing party in a lawsuit brought to enforce the performance or compliance of any provision of this Agreement may recover reasonable attorneys' fees and costs from the non-prevailing party.

11.7 Miscellaneous. No amendment or waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless in a writing signed by the party against whom enforcement of such amendment, waiver, or consent is sought. This Agreement constitutes the entire agreement and understanding of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings with respect to the subject matter hereof. No party makes any representation or warranty with respect to the transactions contemplated by this Agreement except as expressly set forth in this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the parties hereto and their respective successors and permitted assigns. This Agreement may be executed in separate counterparts, each of which shall be deemed to be an original and all of which together constitute one and the same agreement.

11.8 Construction. For the purposes of this Agreement, except as otherwise expressly provided herein or unless the context otherwise requires: (i) words using the singular or plural number also include the plural or singular number, respectively, and the use of any gender herein shall be deemed to include the other genders; (ii) references herein to "Articles," "Sections," "subsections" and other subdivisions, and to Exhibits, Schedules, Annexes and other attachments, without reference to a document are to the specified Articles, Sections, subsections and other subdivisions of, and Exhibits, Schedules, Annexes and other attachments to, this Agreement; (iii) a reference to a subsection or other subdivision without further reference to a Section is a reference to such subsection or subdivision as contained in the same Section in which the reference

appears; (iv) the words “herein”, “hereof”, “hereunder”, “hereby” and other words of similar import refer to this Agreement as a whole and not to any particular provision; (v) the words “include”, “includes” and “including” are deemed to be followed by the phrase “without limitation”; (vi) all accounting terms used and not defined herein have the respective meanings given to them under GAAP; (vii) any reference in this Agreement to \$ or dollars shall mean U.S. dollars; and (viii) the words “made available to Buyer” and words of similar import refer to documents (A) posted to the RR Donnelley datasite by or on behalf of Seller and reflected on the datasite index, dated as of the date hereof or (B) delivered in person or electronically to Buyer and/or its representatives and advisors.

11.9 Effective Date. Notwithstanding anything in this Agreement to the contrary, (i) this Agreement is subject to receipt by Buyer of debt and equity commitment letters for the Purchase Price, which commitments are satisfactory to Buyer, and in connection with the debt commitment Buyer has paid a commitment fee and (ii) the following provisions of this Agreement shall not become effective until the Effective Date (defined below), on which date they shall become automatically effective – Articles 1, 6, 7, 8 and 9 and Sections 5.4, 5.5, 5.6, 5.7, 5.8, 5.9, 5.10 and 5.12. If such commitment(s) are obtained on or before the date thirty (30) calendar days after the date of this Agreement, then Buyer shall give Seller written notice thereof and a copy of such commitment(s). The date of any such notice is referred to herein as the “Effective Date”. If the Effective Date does not occur on or before the date thirty (30) calendar days after the date of this Agreement, then this Agreement shall automatically terminate and be of no further force or effect.

[SIGNATURE PAGE FOLLOWS]

13514387

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

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

BUYER: L&L BROADCASTING LLC

By:   
Name: LAWRENCE R. WILSON  
Title: CHAIRMAN

SELLER: TRIAD BROADCASTING COMPANY, LLC

By: \_\_\_\_\_  
Name:  
Title:

MONTEREY LICENSES, LLC

By: \_\_\_\_\_  
Name:  
Title:

MISSISSIPPI MEDIA BROADCASTING, LLC

By: \_\_\_\_\_  
Name:  
Title:

GO RADIO BROADCASTING, LLC

By: \_\_\_\_\_  
Name:  
Title:

JMP RADIO GROUP, LLC

By: \_\_\_\_\_  
Name:  
Title:

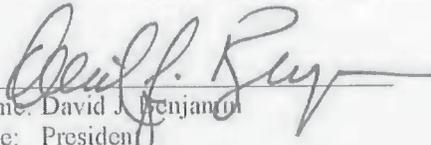
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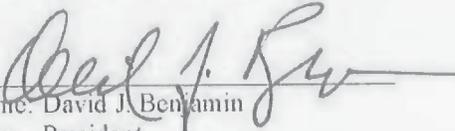
BUYER: L&L BROADCASTING LLC

By: \_\_\_\_\_  
Name:  
Title:

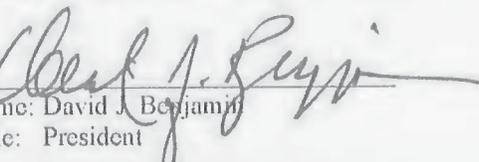
SELLER: TRIAD BROADCASTING COMPANY, LLC

By:   
Name: David J. Benjamin  
Title: President

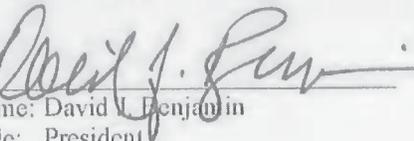
MONTEREY LICENSES, LLC

By:   
Name: David J. Benjamin  
Title: President

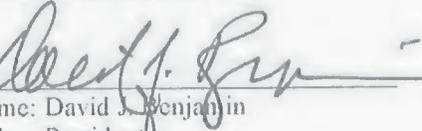
MISSISSIPPI MEDIA BROADCASTING, LLC

By:   
Name: David J. Benjamin  
Title: President

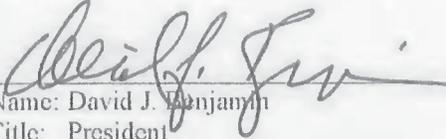
GO RADIO BROADCASTING, LLC

By:   
Name: David J. Benjamin  
Title: President

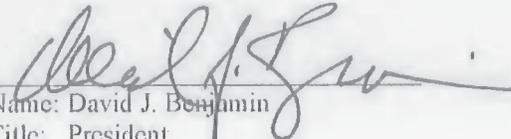
JMP RADIO GROUP, LLC

By:   
Name: David J. Benjamin  
Title: President

ADVENTURE COMMUNICATIONS, LLC

By:   
Name: David J. Benjamin  
Title: President

ADVENTURE COMMUNICATIONS, INC.

By:   
Name: David J. Benjamin  
Title: President