

## ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "*Assignment and Assumption*"), dated as of December 7, 2011, is by and between CBS International Inc., a Delaware corporation ("*Assignor*"), and CBS Radio Annapolis LLC, a Delaware limited liability company ("*Assignee*").

### WITNESSETH:

**WHEREAS**, CBS Radio Stations Inc. ("*CBS Radio Stations*") has entered into an Asset Purchase Agreement dated as of October 21, 2011 (the "*Purchase Agreement*") with Family Stations, Inc., a California not-for-profit corporation ("*Family Stations*"), to purchase certain of the assets relating to radio broadcast station WBGR(FM) (formerly WFSI(FM)), Annapolis, Maryland, Facility ID No. 20983 (the "*Station*");

**WHEREAS**, CBS Radio Stations has assigned its rights under the Purchase Agreement to Assignor pursuant to the Assignment and Assumption of Purchase Agreement dated December 1, 2011;

**WHEREAS**, Assignor has additionally entered into a Programming Agreement dated as of December 1, 2011 (the "*LMA*") with Family Stations to purchase time on the Station for Assignor's programming and advertising; and

**WHEREAS**, pursuant to the terms and conditions of the Purchase Agreement and the LMA, Assignor desires to assign to Assignee its rights under the Purchase Agreement and the LMA (collectively, the "*Rights*"), and Assignee desires to accept such assignment and to assume the obligations of Assignor under the Purchase Agreement and the LMA (collectively, the "*Obligations*").

**NOW, THEREFORE**, in consideration of the foregoing, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Assignor does hereby assign, convey and deliver to Assignee all of the Rights.
2. Assignee does hereby accept all of the Rights and assumes and agrees to pay, perform and discharge promptly and fully when due all of the Obligations.
3. This Assignment and Assumption shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of law rules of such state.
4. This Assignment and Assumption may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption to be duly executed as of the day and year first above written.

**CBS INTERNATIONAL INC.**

By: 

Richard M. Jones  
President

**CBS RADIO ANNAPOLIS LLC**

By: 

Richard M. Jones  
Senior Vice President and General Tax Counsel