

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") dated and effective as of January 27, 2016, is by and between RADIO ONE, INC. ("Buyer") and HE'S ALIVE, INC. (the "Seller").

INTRODUCTION

Seller holds a Federal Communications Commission ("FCC" or "Commission") construction permit for a FM translator with the call sign W250BT, Facility ID 139772, whose community of license currently is specified as Beaver, Pennsylvania (the "Translator").

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

Buyer wishes to purchase the Translator in anticipation of the FCC action to permit AM stations to acquire and move FM translators (such auction currently anticipated to begin on or about January 29, 2016 and hereinafter referred to as the "FCC Action").

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

ARTICLE I DEFINITIONS; INTERPRETATION

Section 1.1. Definitions; Interpretation. Capitalized terms used herein have the respective meanings ascribed thereto in Part I of Exhibit 1.1 and elsewhere in this Agreement.

ARTICLE II PURCHASE AND SALE

Section 2.1. Assets to Be Sold.

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

(i) All of Seller's rights, title and interest in and to the FCC construction permit held by Seller for the Translator, including any modification thereof pursuant to Section 6.2 of this Agreement (the "Translator Permit"); and

(ii) Copies of all filings with the FCC and authorizations issued by the FCC relating to the Translator.

(b) Notwithstanding anything herein to the contrary, Buyer and Seller agree that, upon request by Buyer, the Translator Permit included in the Translator Assets (and all related materials) shall be assigned by Seller to Radio One Licenses, LLC, an Affiliate of Buyer; provided, however, Buyer is and will remain liable to Seller for the performance of all of the terms of this Agreement not completely and satisfactorily performed by its Affiliate.

Section 2.2. Purchase Price; Deposit. Upon satisfaction of all conditions set forth herein, at the Closing the aggregate purchase price to be paid for the Translator Assets shall be FIFTY THOUSAND UNITED STATES DOLLARS (\$50,000.00) (the "Purchase Price"), as payment in full. In consideration for the agreements and conditions contained herein, upon execution of this Agreement, Buyer shall pay in escrow for the benefit of Seller a non-refundable deposit payment in the amount of TEN THOUSAND UNITED STATES DOLLARS (\$10,000.00) (the "Deposit") such amount to be deducted from the Purchase Price, with FORTY THOUSAND UNITED STATES DOLLARS (\$40,000.00) (the "Closing Payment") due at Closing. The parties shall enter into an escrow agreement in the form attached hereto as Exhibit A with Spectrum Media, LLC for the purposes of the Deposit.

Section 2.3. No Assumption of Liabilities. Notwithstanding anything herein to the contrary, Buyer shall not assume, and Seller expressly agrees that Buyer shall not assume, any liabilities or obligations of Seller of any nature and Buyer shall not be responsible in any manner to pay, perform or discharge, any liabilities or obligations of Seller or any of its Affiliates of any kind or nature whatsoever, whether or not related to the Translator Assets.

Section 2.4. Retransmission Agreement. To the extent reasonably necessary to effectuate the transactions contemplated hereby, the parties each hereby grant the other retransmission rights to rebroadcast programming as may be necessary to comply with the rules of the FCC Action.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer, as follows:

Section 3.1. Organization, Standing and Power. Seller is a non-profit corporation duly organized, validly existing and in good standing under the laws of the State of Maryland and has all requisite power and authority to own, lease and operate its properties and to carry on its business as now being conducted. Seller is duly qualified to do business and is in good standing in each jurisdiction in which such qualification is necessary because of the property owned, leased or operated by it or because of the nature of its business as now being conducted.

Section 3.2. Authority; Binding Agreements. The execution and delivery by Seller of this Agreement and the related documents to which it is or will become a party and the consummation of the transactions contemplated hereby and thereby have been duly and validly authorized by all necessary action, if any, on the part of Seller. Seller has all and full requisite capacity, power and/or authority to enter into this Agreement and the related documents to which it is or will become a party and to consummate the transactions contemplated hereby and thereby, and this Agreement and such related documents have been, or upon execution and delivery thereof will be, duly executed and delivered by Seller. This Agreement and the related documents to which

Seller is or will become a party are, or upon execution and delivery by Seller thereof will be, the valid and binding obligations of Seller, enforceable against Seller in accordance with their respective terms.

Section 3.3. Conflicts; Consents. The execution, delivery and performance by Seller of this Agreement and the other related documents to which it is a party, and the consummation of the transactions contemplated hereby and thereby: (a) do not and will not conflict with or result in a violation or breach of, or default under, any provision of the certificate of incorporation, by-laws or other organizational documents of Seller; (b) do not and will not conflict with or result in a violation or breach of any provision of any Law or governmental order applicable to Seller or the Translator; (c) the transactions contemplated hereunder do not and will not require the consent, notice or other action by any Person under, conflict with, result in a violation or breach of, constitute a default or an event that, with or without notice or lapse of time or both, would constitute a default under, result in the acceleration of or create in any party the right to accelerate, terminate, modify or cancel any contract or Permit to which Seller is a party or by which Seller is bound or to which the Translator or any of the Translator Assets is subject; or (d) do not and will not result in the creation or imposition of any encumbrance of any kind on the Translator or any of the Translator Assets. Except for such filings as may be required under the Communications Act of 1934, as amended (the "Communications Act"), no consent, approval, Permit, governmental order, declaration or filing with, or notice to, any governmental authority is required by or with respect to Seller in connection with the execution and delivery of this Agreement or any of the other related documents and the consummation of the transactions contemplated hereby and thereby.

Section 3.4. Good Title. Seller has full, complete, good and marketable title to all of the Translator Assets, free and clear of all Liens. Buyer hereby is acquiring from the Seller, full, complete, good and marketable title to the Translator Assets, free and clear of all Liens.

Section 3.5. Liabilities. There are no liens, encumbrances or any other type of liability or claim against the Translator Assets, individually or in the aggregate.

Section 3.6. Compliance with Law; Permits. Schedule 3.6 is a true and complete list of the Translator Permit. The Translator Permit is in full force and effect, and no violations are or have been recorded in respect thereof. No proceeding is pending or, threatened, to cancel, suspend, revoke or limit any of the Translator Permit and there is no basis for any such proceeding.

Section 3.7. Litigation. There are no claims, actions, suits, proceedings or investigations pending or threatened before any governmental authority which affect Seller in relation to any of the Translator Assets or which could reasonably be expected to result in restraining, enjoining or otherwise preventing the completion by Seller of the transactions contemplated by this Agreement, nor is there any reasonable basis on which any claim, action, suit, proceeding or investigation may be brought in the future. There is no outstanding writ, judgment, stipulation, injunction, decree, determination, award or other order of any governmental authority against Seller relating to any of the Translator Assets or that adversely affects the operations or prospects of the Translator.

Section 3.8. Taxes. Seller has timely filed or caused to be filed all Tax Returns that are required to have been filed by it with respect to its operations and the Translator, and has maintained all required records relating to Taxes with respect to or covering the operations of Seller and the Translator. All such Tax Returns are true and complete in all material respects. Seller will

have paid on or prior to the Closing all Taxes relating to the Translator Assets due as of the Closing Date, whether or not shown on any Tax Return. Except with respect to Taxes not yet due and payable, none of the Translator Assets are subject to any Lien arising in connection with the failure or alleged failure to pay any Tax. There are no outstanding waivers or agreements extending the application of any statute of limitations of any jurisdiction for any period with respect to Seller or the Translator Assets regarding the assessment or collection of any Tax, and there are no material disputes concerning Taxes claimed or raised by any governmental authority in writing or as to which Seller has knowledge based on personal contact with any governmental authority, in each case with respect to the Translator Assets.

Section 3.9. Brokers. Other the Robert H. Branch, Jr., whose fee shall be paid by Seller at Closing, no agent, broker, firm or other Person acting on behalf, or under the authority, of Seller is or will be entitled to any broker's or finder's fee or any other commission or similar fee directly or indirectly in connection with any of the transactions contemplated hereby. Seller shall be solely responsible for all broker's or finder's fees payable to any broker claiming to represent Seller with respect to the transactions contemplated by this Agreement.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller as follows:

Section 4.1. Organization, Standing and Power. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now being conducted.

Section 4.2. Authority; Binding Agreements. The execution and delivery by Buyer of this Agreement to which it is or will become a party and the consummation of the transactions contemplated hereby and thereby have been duly and validly authorized by all necessary action on the part of Buyer. Buyer has all requisite power and authority to enter into this Agreement to which it is or will become a party and to consummate the transactions contemplated hereby and thereby, and this Agreement has been, or upon execution and delivery thereof will be, duly executed and delivered by Buyer. This Agreement to which Buyer is or will become a party are, or upon execution and delivery thereof will be, the valid and binding obligations of Buyer, enforceable against Buyer in accordance with their respective terms.

Section 4.3. Conflicts; Consents. The execution and delivery by Buyer of this Agreement and the related documents to which it is or will become a party, the consummation of the transactions contemplated hereby and thereby and compliance by Buyer with any of the provisions hereof and thereof do not and will not (a) conflict with or result in a breach of the certificate of incorporation, by-laws or other constitutive or organizational documents of Buyer, (b) violate any Law applicable to Buyer or Buyer's properties or assets, or (c) except for such filings as may be required under the Communications Act, require the Consent (as defined in Section 5.1 below) of, or any notification to or filing with, any governmental authority.

ARTICLE V DATE OF CLOSING

Section 5.1 Closing Date. The closing of the transactions contemplated in this Agreement (the "Closing") shall take place on the date (the "Closing Date") that is the later of five (5) business days after final grant from the FCC consenting to the assignment of the Translator's FCC authorizations to Buyer ("FCC Assignment Approval"), provided, however, Buyer may waive finality of the FCC Assignment Approval.

Section 5.2 Closing Time and Location. The Closing shall take place commencing at 10:00 a.m. local time at the offices of Radio One, Inc. at 1010 Wayne Avenue, 14th Floor, Silver Spring, Maryland 20910, or at such other time, location and/or manner (including exchange of closing documents by facsimile or electronic transmission) agreeable to the parties.

ARTICLE VI PRE-CLOSING COVENANTS

Section 6.1. Pre-Closing Covenants of Seller. Between the date hereof and the Closing Date, except as contemplated by this Agreement or with the prior written consent of Buyer:

(a) Affirmative Covenants. Seller shall:

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

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

(b) Negative Covenants. Seller shall not:

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

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

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

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

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

Section 6.2. Modification Application and Transmitter Site Move.

(a) Prior to Closing and at the request of Buyer at any time while this Agreement is in effect, Buyer, pursuant to Section 73.3517(a) of the Commission's rules, may file with the FCC such FCC Form 349 modification application (the "Modification Application") specifying a transmitter site and engineering parameters as Buyer may wish. The grant of the Modification Application will be contingent upon consummation of the assignment of the Translator to Buyer. Seller expressly consents to the filing by Buyer of the Modification Application. Buyer shall pay all filing fees, engineering, legal and other costs associated with the filing and prosecution of such Modification Application. Seller shall furnish Buyer with such information and assistance as Buyer may reasonably request in connection with its preparation of the Modification Application or other governmental filing in connection with such application. Seller shall use its reasonable efforts to cooperate with Buyer in preparing, filing and prosecuting such Modification Application and in otherwise causing such Modification Application to be granted and have such grant become a Final Order. In conjunction with the Modification Application, if requested by Buyer, Buyer hereby gives Seller written consent to the carriage of one of Buyer's radio stations. Upon request by Buyer, Buyer and Seller agree to pre-load all relevant materials into the FCC filing system with respect to the Modification Application so as to ensure its filing as quickly as possible upon the direction of Buyer.

ARTICLE VII
FCC CONSENT

Section 7.1. FCC Assignment Approval. (a) The assignment of the Translator Permit from Seller to Buyer as contemplated by this Agreement is subject to the prior FCC Assignment Approval pursuant to an application by Seller and Buyer (the "Assignment Application"), provided, however, Buyer may waive finality of the FCC Assignment Approval. Upon request by Buyer, Buyer and Seller agree to pre-load all relevant materials into the FCC filing system with respect to the Assignment Application so as to ensure its filing as quickly as possible upon the direction of Buyer. After filing, Buyer and Seller shall each fully prosecute the Assignment Application with all diligence and shall otherwise use their best efforts to obtain the grant of such application as expeditiously as practicable. The Commission filing fee for the Assignment Application shall be paid by Buyer. Buyer and Seller shall notify each other of all documents filed with or received from any governmental agency with respect to this Agreement or the transactions contemplated hereby. Buyer and Seller shall furnish each other with such information and assistance as the other may reasonably request in connection with their preparation of any governmental filing hereunder.

(b) Seller expressly acknowledges and agrees that all filings made under this Section 7.1 and Section 6.2 above shall be made in a timely manner at Buyer's sole discretion and direction and that time is of the essence with respect to all such filings given the FCC Action. If the Assignment Application is dismissed or denied, or if the FCC requests correction of a deficiency, Seller agrees to use reasonable efforts to resolve the deficiency in a manner that does not materially diminish the benefit of this Agreement for either party and/or to refile such application. Seller expressly acknowledges and agrees that no further amounts will be due and owing to Seller and Buyer shall not be obligated to close the transactions contemplated by this Agreement unless the Assignment Application is approved by the FCC by Final Order or Buyer waives such requirement in writing.

Section 7.2. Rescission. If the Closing occurs prior to the FCC Assignment Approval becoming a Final Order, and prior to becoming a Final Order the FCC Assignment Approval 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 Translator Permit to Seller, then the purchase and sale of the Translator Assets shall be rescinded. In the event of such Final Order requiring the re-assignment of the Translator Permit to Seller, Buyer shall reconvey to Seller the Translator Assets, and Seller shall repay to Buyer the Closing Payment within 15 business days of such Final Order. In the event that Seller has not repaid to Buyer the Closing Payment within such 15 business day period, the full amount of the Closing Payment (not the full purchase price) plus interest computed from the Closing Date at 10% per annum and accruing until the date of full payment shall become immediately due and payable. Any such rescission shall be consummated on a mutually agreeable date simultaneous with such repayment but in any event 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 Translator's Assets to Seller), as are reasonably necessary to effectuate such rescission.

ARTICLE VIII INSTRUMENTS OF CONVENYANCE AND TRANSFER

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

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

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

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

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

ARTICLE IX ADDITIONAL AGREEMENTS

Section 9.1. Expenses; Taxes. Except as expressly set forth herein, each of the Seller, on the one hand, and Buyer, on the other hand, shall bear their own costs and expenses incurred in connection with this Agreement and transactions contemplated hereby. Seller shall bear all Taxes arising from or relating to the transactions contemplated by this Agreement. FCC Regulatory Fees, if any, shall be pro-rated between the Seller and Buyer, and Seller's portion paid in cash to Buyer at Closing.

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

Section 9.3. No Further Bids for Translator Assets. Seller shall not, and shall not authorize or permit any of its Affiliates or any of its or their representatives to, directly or indirectly: (i) encourage, solicit, initiate, facilitate or continue inquiries regarding a sale or acquisition of any of the Translator Assets; (ii) enter into discussions or negotiations with, or provide any information to, any Person concerning a possible a sale or acquisition of any of the Translator Assets; or (iii) enter into any agreements or other instruments (whether or not binding) regarding a sale or acquisition of any of the Translator Assets. Seller shall immediately cease and cause to be terminated, and shall cause its Affiliates and all of its and their representatives to immediately cease and cause to be terminated, all existing discussions or negotiations with any Persons conducted heretofore with respect to, or that could lead to, a sale or acquisition of any of the Translator Assets. For purposes hereof, "a sale or acquisition of any of the Translator Assets" shall mean any inquiry, proposal or offer from any Person (other than Buyer or any of its Affiliates) concerning (i) a merger, consolidation, liquidation, recapitalization, share exchange or other business combination transaction involving any company owning the Translator Assets; (ii) the issuance or acquisition of shares of capital stock or other equity securities any company owning the Translator Assets; or (iii) the sale, lease, exchange or other disposition of any significant portion of the Translator Assets. In addition, Seller shall promptly (and in any event within two (2) business days after receipt thereof by Seller or its representatives) advise Buyer orally and in writing of any proposal concerning the Translator Assets, any request for information with respect to any of the Translator Assets, or any inquiry with respect to or which could reasonably be expected to result in any transaction with respect to the Translator Assets, the material terms and conditions of such request, proposal or inquiry, and the identity of the Person making the same.

Section 9.4. 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 Seller to Buyer if Buyer breaches its representations or warranties or defaults in the performance of its covenants contained in this Agreement and such breach or default is material in the context of the transactions contemplated hereby and is not cured within a reasonable period of time not to exceed 10 calendar days;

(c) by written notice of Buyer to Seller if Seller breaches its representations or warranties or defaults in the performance of its covenants contained in this Agreement and such breach or default is material in the context of the transactions contemplated hereby and is not cured within a reasonable period of time not to exceed 10 calendar days; or

(d) by written notice of Buyer to Seller or Seller to Buyer if Closing does not occur by the date twenty-four (24) months after the date of this Agreement.

ARTICLE X INDEMNIFICATION

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

(a) any breach or inaccuracy of any representation or warranty of Seller in this Agreement or any related document;

(b) any third-party action against Buyer or its Affiliates relating to, or arising from (i) Seller's acquisition, ownership or operation, of the Translator or (ii) any liability of Seller;

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

(d) the failure of Seller to comply with any Laws relating to bulk sales or Tax applicable to the transactions contemplated by this Agreement.

(e) Notwithstanding anything to the contrary in this Agreement, Seller's liability for any Losses of Buyer shall not exceed Fifty Thousand Dollars (\$50,000.00).

ARTICLE XI MISCELLANEOUS

Section 11.1. Governing Law; Venue. Construction and interpretation of this Agreement shall be governed by the Laws of the State of Delaware, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive Law of another jurisdiction.

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

If to Seller to:

He's Alive Incorporated
P.O. Box 540
34 Springs Road
Grantsville, MD 21536
Attention: Melissa Flores

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

Matthew H. McCormick, Esq.
Fletcher, Heald & Hildreth, PLC
1300 17th St. N, 11th Floor
Arlington, VA 22209

If to Buyer to:

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

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

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

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

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

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

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

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

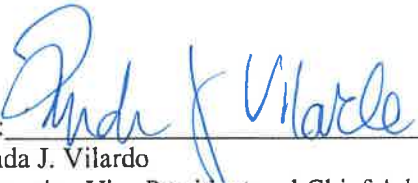
Section 11.8. Counterparts. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. Delivery of an executed counterpart of a signature page of this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

[Execution Page to Follow]

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

BUYER

RADIO ONE, INC.

By: 

Linda J. Vilardo
Executive Vice President and Chief Administrative
Officer

SELLER

HE'S ALIVE, INC.

By: 

S. Melissa Flores
Vice-President

Exhibit 1.1

Certain Defined Terms; Certain Interpretations

Part I: Definitions

Certain Defined Terms. The capitalized terms used in this Agreement have the respective meanings ascribed to them as follows:

“Affiliate” means, with respect to any Person, any other Person which, directly or indirectly, Controls, is Controlled by, or is under common Control with, the specified Person.

“Code” means the Internal Revenue Code of 1986, as amended.

“Control” including its various tenses and derivatives (such as **“Controlled”** and **“Controlling”**) means (a) when used with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities, by Contract or otherwise and (b) when used with respect to any security, the possession, directly or indirectly, of the power to vote, or to direct the voting of, such security or the power to dispose of, or to direct the disposition of, such security.

“Final Order” means a written action or order issued by the FCC granting the FCC Assignment Approval or the Modification Consent and (a) which has not been reversed, stayed, enjoined, set aside, annulled or suspended, and (b) with respect to which (i) no requests have been filed for administrative or judicial review, reconsideration or appeal and the periods provided by statute or FCC regulations for filing any such requests and for the FCC to set aside the action on its own motion have expired, or (ii) in the event of review, reconsideration or appeal, the FCC upholds the action and the period provided by statute or FCC regulations for further review, reconsideration or appeal has expired.

“Law” means any federal, state, local or foreign constitution, treaty, law, statute, ordinance, rule, regulation, interpretation, directive, policy, order, writ, award, decree, injunction, judgment, stay or restraining order of any governmental authority, the terms of any Permit, and any other ruling or decision of, agreement with or by, or any other requirement of, any governmental authority.

“Lien” means any lien (statutory or otherwise), claim, charge, option, security interest, pledge, mortgage, restriction, financing statement or similar encumbrance of any kind or nature whatsoever (including any conditional sale or other title retention agreement and any lease having substantially the same effect as any of the foregoing and any assignment or deposit arrangement in the nature of a security device).

“Permits” means all licenses, permits, construction permits, approvals, concessions, franchises, certificates, consents, qualifications, registrations, privileges and other authorizations and rights from or issued by any governmental authority currently in effect and used or held for use in connection with the Translator, specifically including, but not limited to, all licenses, permits, and other authorizations from FCC or otherwise issued under the Communications Act of 1934, as amended, the together with any renewals, extensions, or modifications thereof and any additions thereto.

“Person” means a human being, labor organization, partnership, firm, enterprise, association, joint venture, corporation, cooperative, legal representative, foundation, society, political party, estate, trust, trustee, trustee in bankruptcy, receiver or any other organization or entity whatsoever, including any governmental authority.

“Tax” means any federal, state, local, or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental (including taxes under Section 59A of the Code), customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, including any interest, penalty, or addition thereto, whether disputed or not.

“Tax Return” means any return, declaration, report, claim for refund, information return or statement relating to Taxes, including any schedule or attachment thereto, filed or maintained, or required to be filed or maintained, in connection with the calculation, determination, assessment or collection of any Tax and shall include any amended returns required as a result of examination adjustments made by the Internal Revenue Service or other Tax authority.

Schedule 3.6
Translator Permit

Federal Communications Construction Permit, for:

W250BT, FCC Facility ID 139772, Beaver, Pennsylvania, as may be modified. License expires November 4, 2016. Tolling request to be filed upon filing of Assignment Application or Modification Application.