

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement"), made this <sup>th</sup> 29 day of November, 2010, by and between Dickey Broadcasting Company ("Buyer"), and Cumulus Broadcasting, LLC ("CBLLC") and Cumulus Licensing, LLC ("Cumulus Licensing," together with CBLLC, the "Sellers"), each a Nevada limited liability company.

### WITNESSETH:

WHEREAS, Licensing is the holder of a license issued by the Federal Communications Commission ("FCC" or "Commission") for FM translator station:

W229AG, FCC ID No. 88937

(hereinafter referred to as "Station");

WHEREAS, Sellers desire to sell the Station and related assets to Buyer, under the terms and conditions stated herein;

WHEREAS, Buyer desires to purchase Station and related assets, under the terms and conditions stated herein;

WHEREAS, upon the execution of this Agreement, the parties will enter into a Time Brokerage Agreement pursuant to which Buyer would supply programming and marketing services to the Station as provided in Section 3 below (the "TBA"); and

WHEREAS, consummation of this Agreement is subject to the prior approval of the Federal Communications Commission ("FCC").

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, it is hereby agreed as follows:

1. Purchased Assets.
  - (a) Subject to the prior approval of the FCC, Sellers agree to sell, transfer, assign, convey, and deliver to Buyer, and Buyer agrees to purchase the following assets: (a) the FCC authorizations for the Station as set forth on Schedule 1(a) hereto (the "FCC Licenses"), (b) all equipment and related items of tangible personal property used or useful in the operation of Station, including, without limitation, the equipment listed in Schedule 1(b) (the "Equipment"); (c) those contracts, commitments, agreements, leases, licenses, understandings and obligations, whether written or oral, entered into solely in connection with the operation of the Stations and to which Sellers are party or by which Sellers or the purchased assets are bound or affected, and which are described on Schedule 1(c), together with such other contracts entered into by Seller solely relating to the Station, with the written consent of Buyer, between the date of

this Agreement and the Closing Date (the "Contracts"); and (d) all goodwill and rights which Sellers have in the frequency and call letters of Station (the "Intangibles").

(b) All assets to be conveyed shall be free and clear of any liens, security interests, mortgages, or other encumbrances (collectively, "Liens") other than other than:

(1) liens for current taxes, assessments, levies or other claims not yet delinquent or the amount or validity of which is being contested in good faith by appropriate proceedings or for which an appropriate reserve or security deposit is established therefor claimed by any government or governmental or regulatory body thereof, of any country or subdivision thereof, whether national, federal, state or local, or any agency or instrumentality thereof, or any court or arbitrator (public or private) that has in each case asserted jurisdiction over the matter in question (a "Governmental Body");

(2) mechanics', carriers', workers', repairers', warehousemen's, landlord's and similar Liens arising or incurred in the ordinary course of business for amounts not yet due or being contested in good faith;

(3) zoning, entitlement and other land use and environmental regulations or restrictions by Governmental Bodies;

(4) licenses for intellectual property;

(5) easements, restrictions and encumbrances of record and other imperfections in title, charges, easements, restrictions and encumbrances that do not materially detract from or materially diminish the value of or materially interfere with the present use of such property (real or personal) or asset in the operation of the Station; and

(6) express conditions, restrictions or limitations set forth in (i) any license, permit, order, approval, consent, notice, registration, filing or other form of permission or action required under any law relating to the protection of the environment or worker health and safety; (ii) any approval, authorization, consent, franchise, license, permit or certificate by any Governmental Body; (iii) any Contract, or (iv) any conveyancing instrument provided to Buyer.

All Liens described in clauses (a) through (f) are referred to as "Permitted Liens".

2. Consideration. In consideration for the Purchased Assets to be conveyed by Sellers to Buyer, Buyer shall pay to CBLLC the total sum of Five Hundred and Ninety Seven Thousand Dollars (\$597,000.00) (the "Purchase Price"), which shall be paid as follows:

(a) Upon the execution of this Agreement, Buyer shall pay One Hundred Thousand Dollars (\$100,000.00) to CBLLC, by wire transfer, which shall constitute the Down Payment;

(b) Buyer shall pay to CBLLC on the first anniversary of the closing of the transaction described in this Agreement, by wire transfer, an additional sum of Two Hundred Forty Eight Thousand Five Hundred Dollars (\$248,500.00); and

(c) Buyer shall pay to CBLLC on the second anniversary of the execution of this Agreement, by wire transfer, an additional and final sum of Forty Eight Thousand Five Hundred Thousand Dollars (\$248,500.00).

(d) In the event the transaction does not close due to an uncured breach by Buyer or the Station's licensee is directed by the FCC to cease operations due to interference with third party operations prior to Closing (and this Agreement is therefore terminated), Seller shall retain the Down Payment and any other amounts paid to Seller pursuant to Section 2(b) above, which shall serve as Seller's sole remedy for such uncured breach or as its sole remedy for the termination of this Agreement pursuant to Section 10(b)(4) below (it being understood and agreed that such liquidated damages amount represents Buyer's and Seller's reasonable estimate of actual damages for such breach or termination and does not constitute a penalty).

(e) In the event the transaction does not close due to an uncured breach by Seller or due to the fault of neither Seller nor Buyer, including the failure of the FCC to provide its consent to the assignment of the FCC Licenses to Buyer, Seller will return promptly the Down Payment to Buyer or, alternatively, at Buyer's election, Buyer shall have the right specifically to enforce the performance of Seller under this Agreement without the necessity of posting any bond or other security, and Seller hereby waives the defense in such suit that Buyer has an adequate remedy at law and agrees not to interpose any opposition, legal or otherwise, as to the propriety of specific performance as a remedy.

3. Time Brokerage Agreement. This Agreement shall not be consummated until after the FCC has granted its approval to the assignment of the FCC Licenses (by Final Order) from Sellers to Buyer, and between the date of this Agreement and the Closing Date, Buyer shall not directly or indirectly control, supervise or direct, or attempt to control, supervise or direct the operation of the Station. Such operations shall be the sole responsibility of Sellers, and Buyer shall have no liability therefore or in connection therewith. CBLLC and Buyer, subject to the foregoing right of the Sellers to have ultimate control over the Stations programming, finances and employees, shall contemporaneously with the execution of this Agreement enter into a TBA, effective as of the date hereof (the "TBA Commencement Date"), in the form attached hereto as Exhibit A.

4. Excluded Liabilities. Buyer shall not and does not assume any liability or obligation of any nature, known or unknown, fixed or contingent, legal, statutory, contractual or otherwise, disclosed or undisclosed, of Seller or otherwise relating to or arising from the Purchased Assets or the Station, or the ownership or operation thereof (collectively the "Excluded Liabilities"), all of which shall be retained and discharged by Seller. Excluded Liabilities will include, without limitation, (i) all environmental liabilities; (ii) any and all debts, liabilities and obligations of Seller, and any and all violations of contracts, laws, rules, regulations, codes or orders by Seller which exist at or as of the Closing Date or which arise after the Closing Date but which are based upon or arise from any act, transaction, circumstance, sale or providing of air time, goods or services, state of facts or other condition which occurred or existed, or the content of any program, advertisement or transmission broadcasted or aired, on or before the Closing Date, whether or not then known; (iii) any trade payable or accounts payable of Seller; (iv) any obligations or liabilities of Seller to any of its employees or to any other

person under any collective bargaining agreement, employment contract or company benefit plan, or for wages, salaries, other compensation or employee benefits, or with respect to compliance with applicable federal, state or local laws, rules or regulations relating to minimum wages, overtime rates, labor or employment; (v) any litigation arising from or relating to facts, circumstances or any conduct of Seller prior to the Closing Date; and (vi) all liabilities in respect of or arising out of any and all taxes of Seller in respect of the Purchased Assets on or prior to the Closing Date. Buyer shall not be required to defend any suit or claim arising out of any act, event, or transaction occurring prior to the Closing Date in connection with the ownership or operations of or otherwise relating to the Purchased Assets, the Stations or Seller.

5. Seller's Representations and Warranties. Seller hereby warrants and covenants that:

(a) Seller holds valid authorization from the FCC to operate Station, that there are no outstanding unsatisfied FCC citations or cease and desist orders against Station, and that any such FCC citations or orders subsequently issued shall be satisfied prior to Closing;

(b) on November 2, 1010, a request for Special Temporary Authority to authorize the suspension of the operation of the Station was filed and remains pending;

(c) Seller is aware of no ongoing investigation of Seller or the Station by the FCC or by any other federal or state governmental agency, or of any conditions at the Station which are in violation of any FCC rule or policy;

(d) Seller is aware of no litigation, proceeding, or investigation whatsoever, pending or threatened, against or relating to Seller, its business, or the property to be transferred hereunder and that it knows of no reason why the FCC would not find it qualified to assign its license;

(e) as of the Closing Date, the Equipment shall be in the same or equivalent condition as at the date hereof, wear and tear and ordinary usage excepted;

(f) Seller has good and marketable title to all Purchased Assets being sold herein;

(g) Seller will deliver the Station at Closing free and clear of all Liens, other than Permitted Liens;

(h) Seller has full power and authority to enter into and perform this Agreement, the execution and delivery of this Agreement and the performance of all obligations hereunder shall have been duly authorized, and this Agreement constitutes a valid and binding agreement of the Seller, enforceable in accordance with its terms;

(j) Assuming the receipt of all the consents identified on Schedule 5(j), conflict with, constitute a material default under, result in a breach or acceleration of or require notice to or the consent of any third party under any material contract, agreement, commitment, mortgage, note, license or other instrument or obligation to which Seller is

party or by which Seller is bound or by which any of the purchased assets are affected;  
and

(k) Seller indemnifies and holds Buyer harmless from (A) any and all claims of trade creditors, judgment creditors, lien holders, purported owners, or any other person making a claim by or through Seller or asserting any claim on the assets purchased under this Agreement, and (B) any and all claims having to do with Seller's operation of the Station prior to and on the Closing Date.

6. Buyer's Representations and Warranties. Buyer hereby warrants and covenants that:

(a) Buyer knows of no reason why the FCC would not approve its acquisition of the Station's license;

(b) Buyer has full power and authority to enter into and perform this Agreement;

(c) the execution and delivery of this Agreement and the performance of all obligations hereunder has been duly authorized and this Agreement constitutes a valid and binding agreement of Buyer; and

(d) Buyer indemnifies and holds Seller harmless from any and all claims having to do with Buyer's operation of the Station subsequent to the Closing Date.

7. Expenses. Seller and Buyer agree to engage their own counsel and pay their own legal fees associated with the preparation of this Agreement and the preparation and filing of the required assignment application, and will share the cost of the FCC filing fee for the assignment application (Form 345). The parties shall otherwise bear their respective expenses incident to the contemplated transaction. Buyer represents to Seller that no brokers or finders have been employed by Buyer who would be entitled to a fee by reason of such a transaction from Seller. Seller indemnifies and holds Buyer harmless with respect to any brokerage or finders' fees attributable to Seller's arrangements with brokers or finders.

8. FCC Filings. The parties hereto agree to join in the submission of an application on FCC Form 345 seeking Commission consent to the assignment of the Station's license from Seller to Buyer (the "Assignment Application") within five (5) business days from the date of this Agreement, and to cooperate fully and diligently in the prosecution of the Assignment Application. The filing fees, if any, attributable to the Assignment Application will be paid by Buyer. Seller and Buyer agree to use their reasonable efforts and to cooperate with each other in preparing, filing and prosecuting the Assignment Application and in causing the grant of the initial order approving the assignment of the FCC Licenses to Buyer (the "Initial Order"), to become a Final Order. Each party further agrees to expeditiously prepare and file with the FCC any amendments or any other filings required by the FCC in connection with the Assignment Application whenever such amendments or filings are required by the FCC or its rules. For purposes of this Agreement, each party shall be deemed to be using its reasonable efforts with respect to obtaining FCC grant of the Assignment Application, and to be otherwise complying

with the foregoing provisions of this Section 8, so long as it truthfully and promptly provides information necessary in completing the application process, provides its comments on any filing materials, and uses its reasonable efforts to oppose attempts by third parties to petition to deny, to resist, modify, or overturn the grant of the Assignment Application without prejudice to the parties' termination rights under this Agreement.

9. Prorations. Taxes, insurance, transmitter site rent, electric utilities, as applicable, and other Station expenses shall be prorated as of the Closing Date, and Seller shall be entitled to a closing credit for any prepaid expenses.

10. Termination.

(a) Time is of the essence of this Agreement. If the FCC has refused or failed to grant the Assignment Application within nine (9) months of the date of filing of the application for assignment thereof, either party may terminate this Agreement by giving the other party ten (10) days' prior written notice of such intent by overnight national courier service, provided that the FCC has not granted its consent to Station's license assignment within such 10-day period, and provided further that the party seeking cancellation is not in material breach of this Agreement.

(b) This Agreement also may be terminated at any time prior to Closing as follows:

(1) by mutual written consent of Buyer and Seller;

(2) by written notice from a party that is not then in material breach of this Agreement if the other party has continued in material breach of this Agreement for thirty (30) days after written notice of such breach from the terminating party is received by the other party, and such breach is not cured (but only if such breach is capable of cure) by the last day of such 30-day period, and if such breach is not capable of cure such termination shall be of immediate effect;

(3) as provided in Section 17; or

(4) by written notice from a party that is not then in material breach of this Agreement to the other if at any time prior to Closing the FCC directs that the Station cease operations due to interference with a primary service. Upon termination of the Agreement pursuant to this Section 10(b)(4), Seller shall be permitted to retain any and all amounts theretofore paid to it pursuant to Sections 2(a) and 2(b) above.

11. Conditions Precedent to the Obligations of the Buyer. The obligations of the Buyer under this Agreement to consummate the transactions contemplated hereby are subject to the satisfaction at or prior to Closing of each of the following conditions all of which may be waived, in whole or in part, by Buyer for purposes of consummating such transactions, but without prejudice to any other right or remedy which Buyers may have hereunder as a result of any misrepresentation by or breach of any covenant or warranty of Seller contained herein or any other certificate or instrument furnished by or on behalf of the Seller hereunder:

(a) no action, suit, or proceeding shall have been instituted against Seller or against any of Buyers by, in or before any court, tribunal, or governmental body or agency, and be unresolved, and no order shall have been issued, to restrain, prevent, enjoin, or prohibit, or to obtain substantial damages by reason of, any of the transactions contemplated hereby;

(b) the representations and warranties of Seller contained in this Agreement, and any exhibits hereto, or any certificates or documents delivered in connection with this Agreement shall be true and correct when made, and shall also be true and correct in all material respects at the time of Closing with the same force and effect as though such representations and warranties were made at that time;

(c) each covenant, agreement, and obligation required by the terms of this Agreement to be complied with and performed by Seller, at or prior to the Closing shall have been duly and properly complied with and performed, and an officer of Seller shall deliver a certificate dated as of the Closing Date certifying to the fulfillment of this condition and the condition set forth under Section 11(b) above;

(d) the Initial Order shall have been granted or, should a petition to deny or informal objection be filed against the Assignment Application, such Initial Order shall have become a Final Order and such Initial Order (or, as the case may be, Final Order) shall not include any condition which Buyer reasonably determines to be adverse to Buyer, and Buyer shall be entitled to be the holder of the FCC Licenses and the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, shall have been approved by all regulatory authorities whose approvals are required by law;

(e) Seller shall have delivered to Buyer the documents and items specified as deliveries of Seller in Section 13 hereof.

12. Conditions Precedent to the Obligations of the Seller. The obligations of Seller under this Agreement to proceed with the transactions contemplated hereby are subject to the satisfaction at or prior to Closing of each of the following conditions, all of which may be waived in whole or in part by Seller for purposes of consummating such transactions, but without prejudice to any other right or remedy which Seller may have hereunder as a result of any misrepresentation by or breach of any covenant or warranty of Buyer contained herein or any other certificate or instrument furnished by or on behalf of Buyer hereunder:

(a) no action, suit, or proceeding shall have been instituted against Seller or against Buyer by, in or before any court, tribunal, or governmental body or agency, and be unresolved, and no order shall have been issued, to restrain, prevent, enjoin, or prohibit, or to obtain substantial damages by reason of, any of the transactions contemplated hereby;

(b) the representations and warranties of Buyer contained in this Agreement or any exhibits hereto or any certificates or documents delivered by it to Seller in connection with this Agreement shall be true and correct when made and shall also be true and correct in all material respects at the time of the Closing with the same force and effect as though such representations and warranties were made at that time;

(c) each covenant, agreement, and obligation required by the terms of this Agreement to be complied with and performed by Buyer at or prior to the Closing shall have been duly and properly complied with and performed, and an officer of Buyer shall deliver a certificate dated as of the Closing Date certifying to the fulfillment of this condition and the condition set forth under Section 12(b) above;

(d) the Initial Order shall have been granted or, should a petition to deny or informal objection be filed against the Assignment Application, such Initial Order shall have become a Final Order and such Initial Order (or, as the case may be, Final Order) shall not include any condition which Seller reasonably determines to be adverse to Seller, and Buyer shall be entitled to be the holder of the FCC Licenses and the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, shall have been approved by all regulatory authorities whose approvals are required by law; and

(e) Buyer shall have delivered to Seller the documents and items specified as deliveries of Buyer in Section 13 hereof.

13. Closing. Closing ("Closing") shall take place by an exchange of documents by fax, e-mail and overnight courier service, with a wire transfer of the remainder of the Purchase Price, within ten (10) days subsequent to the date of grant of the Assignment Application by an Initial Order (the "Closing Date"); provided, however, if a petition to deny or informal objection is filed against the Assignment Application, then the Closing Date shall be ten (10) days after the Initial Order becomes a Final Order, unless so waived by Buyer. Closing shall be deemed effective at 11:59 p.m. on the Closing Date.

(a) Deliveries by Seller. At the Closing, Seller shall deliver or cause to be delivered to Buyer the following:

1. A Assignment and Assumption of FCC Licenses in the form attached hereto as Exhibit B (the "License Assignment and Assumption Agreement");
2. A Bill of Sale covering the Equipment and Intangibles;
3. Certificate of Seller confirming the satisfaction of the conditions set forth in Sections 11(b) and 11(c) hereof as to representations, warranties and covenants; and
4. All such other documents as may be reasonably requested by Buyer.

(b) Deliveries by Buyer. At the Closing, Buyer shall deliver or cause to be delivered to Seller the following:

- (1) Deliver to Seller (in executed form) the License Assignment and Assumption Agreement;
- (2) Pay the remainder of the Purchase Price as provided in Section 2(c);

- (3) Deliver to Seller (in executed form) a Promissory Note and Security Agreement each in the forms set forth in Exhibit C hereto;
- (4) A certificate of Buyer confirming the satisfaction of the conditions set forth in Sections 12(b) and 12(c) as to representations, warranties and covenants; and
- (5) All such other documents as may be reasonably requested by Seller.

14. Allocations. At or after Closing, the parties shall cooperate in allocating the purchase price among the Purchased Assets being conveyed and completing the tax schedule associated with the conveyance of those assets.

15. Rescission of Agreement.

(a) If Closing occurs before the issuance of a Final Order and the FCC or a court of competent jurisdiction issues a decision by Final Order which prevents the Initial Order from becoming a Final Order or reverses or otherwise sets aside by Final Order the Initial Order, then the sale of Purchased Assets under this Agreement shall be rescinded. In such event, Buyer shall re-convey to Seller the assets sold hereunder, and Seller shall accept such re-conveyance and shall return to Buyer the Purchase Price. Any such rescission shall be consummated on a mutually agreeable date within thirty (30) days of such Final Order (or, if earlier, within the time required by such order).

(b) Each party shall execute and deliver to the other parties such other documents, and take such other actions, as are reasonably necessary for the implementation and consummation of the transactions contemplated by this Section 15.

16. Notices. Notices which are to be sent by either party pursuant to the terms of this Agreement shall effective as of the first business day after they are sent by overnight national courier service as follows:

If to Seller, to:

Mr. Lewis W. Dickey, Jr.  
Cumulus Broadcasting, LLC  
3280 Peachtree Street  
Suite 2300  
Atlanta, GA 30005

If to Buyer, to:

Mr. David Dickey  
Dickey Broadcasting Company  
780 Johnson Ferry Road  
5<sup>th</sup> Floor  
Atlanta, GA 30342

17. Insurance; Risk of Loss. Seller shall maintain the assets to be sold hereunder in good repair and condition, reasonable and ordinary wear and tear excepted, and shall maintain, at levels generally acceptable in the industry, insurance policies and coverages for the protection of the real property, Station, and the assets to be sold to Buyer hereunder for all periods prior to Closing. Risk of loss or damage to any of the Equipment shall remain with Seller up to the Closing Date, at which point Buyer shall assume such risk of loss. Should any damage to the Station occur prior to the Closing Date, Buyer may elect to postpone Closing until the earlier of (a) ninety (90) days from the date of the damage, or (b) such time as repairs or equipment replacements (including, if necessary, a change in transmitter sites) are made to Buyer's reasonable satisfaction. If such repairs or equipment replacements are not completed within 90 days after damages to the Station occur, Buyer may elect to terminate this agreement, at which point Seller will promptly return the Down Payment. Alternatively, Buyer may, subject to Seller's supervision and control, reconstruct the Station at its own expense and close under the terms of this Agreement provided such closing is completed within 90 days after the date the damages occurred. In the event Buyer pays for reconstruction of the Station at its own expense, Buyer may deduct the reasonable costs of such reconstruction from the Purchase Price.

18. Indemnification/Survival. Each party hereto (the "Indemnifying Party") agrees to save, indemnify and hold harmless the other (the "Indemnified Party") from and against, all loss, liability, claim, damage, deficiency, injury and all costs and expenses (including all attorney fees and other defense costs) (collectively "Losses") suffered by the Indemnified Party or incurred by such Indemnified Party in respect of any misrepresentation or breach of warranty by the Indemnifying Party or non-fulfillment of any covenant or agreement to be performed or complied with by the Indemnifying Party under this Agreement or in any agreement, certificate, document, or instrument executed by the Indemnifying Party pursuant to or in connection with this Agreement, provided, however, anything to the contrary in this Agreement notwithstanding, CBLLC shall be solely and exclusively responsible and liable for all obligations of Buyer hereunder and Cumulus Licensing shall not have or incur any liability whatsoever, arising out of this Agreement or any of the transactions contemplated hereby. The representations, warranties and covenants of each of the parties hereto shall survive the Closing for a period of six (6) months.

19. Sole Agreement. This document constitutes the entire understanding and agreement between the parties hereto with respect to its subject matter and shall be amended only by written agreement signed by both parties. This document shall be binding on the heirs, successors, and assigns of the parties hereto and shall be construed under the laws of the State of Indiana.

20. Further Assurances. At any time and from time to time after the Closing, at Buyer's request, and without further consideration, Seller will execute and deliver such other instruments of sale, transfer, conveyance, assignment, and confirmation, and take such actions, as Buyer may reasonably deem necessary or desirable in order more effectively to transfer, convey, and assign to Buyers, and to confirm Buyers' title to, all of the Purchased Assets, to put Buyers in actual possession and operating control thereof, and to assist Buyers in exercising all rights with respect thereto.

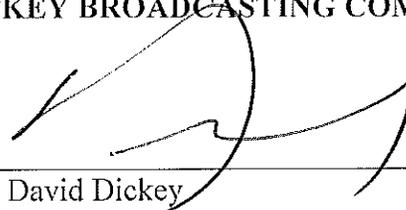
21. Execution. This Agreement may be executed in counterpart copies. When exchanged, such executed counterpart copies shall together have the same force and effect as a single executed Agreement.

*[Signature page follows]*

**Signature Page to Asset Purchase Agreement**

IN WITNESS WHEREOF, the parties hereto have hereunto set our hands and seals on the date first above written.

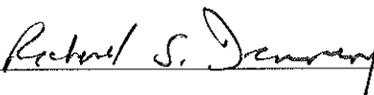
**DICKEY BROADCASTING COMPANY**

By:   
David Dickey

**CUMULUS BROADCASTING, LLC**

By:   
Title: VP

**CUMULUS LICENSING, LLC**

By:   
Title: VP