

TRANSLATOR ASSIGNMENT AGREEMENT

THIS TRANSLATOR ASSIGNMENT AGREEMENT (this "Agreement") is made as of October 6, 2016, by and between Kent State University ("Seller"), and Radio License Holding CBC, LLC ("Buyer").

Recitals

A. Seller holds an authorization (the "Authorization") issued by the Federal Communications Commission (the "FCC") under FCC File No. BNPFT-20130828ADF for FM translator W225BZ, Ashland, Ohio, Facility ID No. 146827.

B. Subject to the terms and conditions set forth herein, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Authorization.

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: PURCHASE OF FCC AUTHORIZATION

1.1. Sale and Purchase. On the terms and subject to the conditions hereof, at Closing (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 the Authorization.

1.2. Purchase Price. In consideration for the sale of the Authorization to Buyer, Buyer shall pay Seller the total sum of Forty Thousand Dollars (\$40,000) (the "Purchase Price"). The Purchase Price shall be paid as follows:

(a) An earnest money deposit of ten percent (10%) of the Purchase Price shall be delivered to Seller within two (2) business days of the date of this Agreement. At the Closing, the Deposit shall be retained by the Seller as a credit against the Purchase Price. Should this Agreement be terminated before the Closing for any reason other than an uncured default of the Buyer, the Deposit will be returned to the Buyer.

(b) On the Closing Date, Buyer (or its designee) shall pay Seller the remainder of the Purchase Price in the amount of Thirty-Six Thousand Dollars (\$36,000) by wire transfer of immediately available funds. The wire transfer must include the Sale Bid number (1308) and Buyer's name as a point of reference; and any tax exemption certificate, if applicable, must also be provided.

1.3. Closing. The consummation of the sale and purchase of the Assets (the “Closing”) shall take place on the fifth (5th) business day after issuance of the FCC Consent (defined below). The date on which the Closing is to occur is referred to herein as the “Closing Date.”

1.4. FCC Applications.

(a) As soon as practicable but in no event later than five (5) business days after the date of this Agreement, Buyer and Seller shall file an application with the FCC requesting FCC consent to the assignment of the Authorization from Seller to Buyer (the “FCC Assignment Application”). The FCC’s consent to the assignment of the Authorization contemplated hereby without any material adverse conditions other than those of general applicability is referred to herein as the “FCC Consent.” Seller and Buyer shall make commercially reasonable efforts to obtain the FCC Consent. Each party shall promptly provide the other with a copy of any pleading, order or other document served on it relating to such application and shall furnish all information required by the FCC.

(b) Seller agrees, at Buyer’s election, to file an application from its own CDBS account to modify the Authorization to specify a transmitter site and operating parameters of Buyer’s choice (the “Modification Application”). Alternatively, Seller consents to Buyer filing the Modification Application from Buyer’s CDBS account. Within five (5) business days after filing the FCC Assignment Application, Buyer will file the Modification Application pursuant to Section 73.3517(a) of the FCC’s rules, and Seller will provide Buyer with a written statement authorizing the filing of the Modification Application, as required by FCC rules and as set forth in Schedule 1.4(b). Buyer shall pay all expenses incurred in the preparation, filing, and prosecution of such a Modification Application. FCC approval of the Modification Application is not a condition to Closing.

ARTICLE 2: BUYER REPRESENTATIONS AND WARRANTIES

Buyer hereby represents and warrants to Seller as follows:

2.1. Organization. Buyer is duly organized, validly existing and in good standing under the laws of Delaware. Buyer has the requisite power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby.

2.2. Authorization. The execution, delivery and performance of this Agreement have been duly authorized and approved by all necessary action of Buyer and do not require any further authorization or consent of Buyer. This Agreement is a valid and binding agreement of Buyer enforceable in accordance with its 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 and delivery by Buyer of this Agreement and the consummation by Buyer of the transactions contemplated hereby does not conflict with any organizational documents of Buyer or any law, judgment, order or decree to which Buyer is

subject, or require the approval, consent, authorization or act of, or the making by Buyer of any declaration, filing or registration with, any third party or any governmental authority, except the FCC Consent.

2.4. Qualification. Buyer is legally, financially and otherwise qualified to acquire, own and operate the subject translator under the Communications Act of 1934, as amended (the “Communications Act”), and the rules, regulations and policies of the FCC.

2.5. Broker. Except as disclosed in writing to the 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.

ARTICLE 3: COVENANTS

Buyer and Seller hereby further covenant and agree as follows:

3.1. Control. Buyer shall not, directly or indirectly, control the Authorization prior to Closing. Consistent with the Communications Act and the FCC rules and regulations, control, supervision and direction of the Authorization prior to Closing shall remain the responsibility of Seller as the holder of the Authorization.

ARTICLE 4: SELLER CLOSING CONDITIONS

The obligation of Seller to consummate the Closing hereunder is subject to satisfaction, at or prior to Closing, of each of the following conditions (unless waived in writing by Seller):

4.1. Closing Deliveries. Buyer shall have made, or be ready, willing and able to concurrently make, the Closing deliveries described in Section 6.2.

4.2. FCC Consent. The FCC Consent shall have been obtained, and no court or governmental order prohibiting Closing shall be in effect.

ARTICLE 5: BUYER CLOSING CONDITIONS

The obligation of Buyer to consummate the Closing hereunder is subject to satisfaction, at or prior to Closing, of each of the following conditions (unless waived in writing by Buyer):

5.1. Closing Deliveries. Seller shall have made, or be ready, willing and able to concurrently make, the Closing deliveries described in Section 6.1.

5.2. FCC Consent. The FCC Consent shall have been obtained, and no court or governmental order prohibiting Closing shall be in effect.

ARTICLE 6: CLOSING DELIVERIES

6.1. Seller Documents. At Closing, Seller shall deliver to Buyer an Assignment of FCC Authorization, reflecting conveyance of the Authorization from Seller to Buyer.

6.2. Buyer Documents. At Closing, Buyer shall pay the Purchase Price in accordance with Section 1.2 hereof.

ARTICLE 7: SURVIVAL

The representations and warranties in this Agreement shall survive Closing for a period of one (1) year from the Closing Date whereupon they shall expire and be of no further force or effect.

ARTICLE 8: MISCELLANEOUS PROVISIONS

8.1. Termination and Remedies 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 breaches in any material respect its representations or warranties or defaults in any material respect in the performance of its covenants or agreements herein contained and such breach or default is not cured within thirty (30) days after written notice of the breach (the "Cure Period");
- (c) by written notice of Seller to Buyer if Buyer breaches in any material respect its representations or warranties or defaults in any material respect in the performance of its covenants or agreements herein contained and such breach or default is not cured within the Cure Period; provided, however, that the Cure Period shall not apply to Buyer's obligation to pay the Purchase Price at Closing.

8.2. Further Assurances. After Closing, each party shall from time to time, at the request of and without further cost or expense to the other, execute and deliver such other instruments of conveyance and assumption and take such other actions as may reasonably be requested in order to more effectively consummate the transactions contemplated hereby.

8.3. Assignment. Neither party may assign this Agreement without the prior written consent of the other party hereto. The terms of this Agreement shall bind and inure to the benefit of the parties' respective successors and assigns, and no assignment shall relieve any party of any obligation or liability under this Agreement.

8.4. Amendments. No amendment or waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of such amendment, waiver, or consent is sought.

8.5. Governing Law. The construction and performance of this Agreement shall be governed by the laws of the State of Ohio without giving effect to the choice of law provisions thereof.

8.6. Notices. Any notice pursuant to this Agreement shall be in writing and shall be deemed delivered one (1) business day after having been sent by national overnight courier

service and addressed as set forth in Schedule 8.6 (or to such other address as either party may request by written notice).

8.7. Entire Agreement. This Agreement, including the schedules hereto, constitutes the entire agreement and understanding among 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.

8.8. Counterparts. This Agreement may be executed in separate counterparts, each of which will be deemed an original and both of which together will constitute one and the same agreement.

[remainder of page left blank intentionally]

SIGNATURE PAGE TO TRANSLATOR ASSIGNMENT AGREEMENT

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

SELLER:

KENT STATE UNIVERSITY

[Handwritten signature] 10/10/16
[Handwritten signature] 10/21/16

By:

[Handwritten signature]

BUYER:

RADIO LICENSE HOLDING CBC, LLC

By:

Richard S. Denning
Senior Vice President & General Counsel

Reviewed as to legal
sufficiency and form

OCT 10 2016 *[Handwritten mark]*

Office of General Counsel

SIGNATURE PAGE TO TRANSLATOR ASSIGNMENT AGREEMENT

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

SELLER: KENT STATE UNIVERSITY

By: _____

BUYER: RADIO LICENSE HOLDING CBC, LLC

By: Richard S. Denning
Richard S. Denning
Senior Vice President & General Counsel

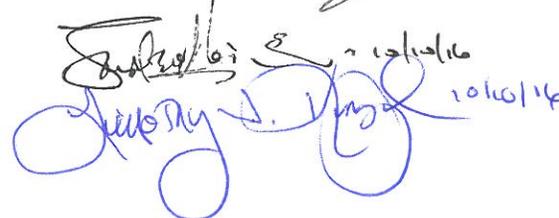
SCHEDULE 1.4(b)

**PERMISSION TO FILE
CONTINGENT APPLICATION**

Kent State University, permittee of FM Translator Station W225BZ, Ashland, Ohio, Facility ID No. 146827 ("W225BZ"), hereby grants its permission to Radio License Holding CBC, LLC to file a contingent application to make minor changes in the facilities of W225BZ pursuant to Section 73.3517 of the FCC's Rules.

Dated: 10/10/16

KENT STATE UNIVERSITY



10/10/16

Reviewed as to legal
sufficiency and form
OCT 10 2016
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Office of General Counsel

SCHEDULE 8.6

Notices to Seller:

Lawrence W. McWilliams III, C.P.M.
Kent State University, Procurement Department
330 Harbourt Hall, 615 Loop Road
Kent, Ohio 44242-0001
Phone: 330-672-9196
Fax: 330-672-7904
lmcwilli@kent.edu
www.kent.edu/procurement

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

Margaret L. Miller, Esquire
Gray Miller Persh LLP
1200 New Hampshire Avenue, NW, Suite 410
Washington, DC 20036
Phone: 202-776-2914
mmiller@graymillerpersh.com

Notices to Buyer:

Radio License Holding CBC, LLC
c/o Cumulus Media Inc.
3280 Peachtree Road, NW, Suite 2300
Atlanta, GA 30305
Attn: Richard S. Denning

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

Radio License Holding CBC, LLC
c/o Cumulus Media Inc.
3280 Peachtree Road, NW, Suite 2300
Atlanta, GA 30305
Attn: Andrew Kersting
Phone: (404) 260-6761
Andy.Kersting@cumulus.com