

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT, dated as of the 17th day of December, 2013 (this "Agreement"), by and between LRS Radio, LLC, a New York limited liability company ("Buyer"), AAA Sub LLC, a Delaware limited liability company ("AAA"), and AAA LICENSING LLC, a Delaware limited liability company ("AAA Licensing") (collectively AAA and AAA Licensing are referred to as "Seller" or "Sellers").

WITNESSETH:

WHEREAS, AAA Licensing is the licensee of radio stations WEHM (FM), Manorville, New York (Facility ID No. 52059), WBAZ (FM), Bridgehampton, New York (Facility ID No. 52061), WBEA (FM), Southold, New York (Facility ID No. 52060) and WEHN(FM), East Hampton, New York (Facility ID No. 18218) (collectively, the "Stations") pursuant to authorizations (the "FCC Authorizations") issued by the Federal Communications Commission (the "FCC"); and

WHEREAS, on the terms and conditions described herein, Sellers desires to sell and Buyer desires to acquire substantially all of the assets owned or leased by Sellers and used or useful in connection with the operation of the Stations;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assets and Liabilities.

(a) Assets. On the Closing Date (as hereinafter defined), Sellers shall sell, assign and transfer, or cause to be delivered, to Buyer, and Buyer shall purchase, assume and accept from Sellers, the assets, properties, interests and rights of Sellers of whatsoever kind and nature, used in connection with the operation of the Stations including, but not limited to, those assets which are specifically described below (the "Assets") (but excluding the Excluded Assets described in subparagraph (c) below):

(i) Property. Sellers' equipment, machinery, furniture and other tangible personal property used in the conduct of the business or operations of the Stations, as identified on Schedule 1 hereto (the "Tangible Personal Property"), together with such modifications, improvements and additions thereto and replacements thereof occurring between the date hereof and the Closing Date;

(ii) Licenses. All of the licenses, permits and other authorizations, including the FCC Authorizations (collectively, the "Licenses"), issued by the FCC, the Federal Aviation Administration (the "FAA"), and any other federal, state or local governmental

authorities to Sellers in connection with the conduct of the business and the operations of the Stations, identified on Schedule 2 hereto;

(iii) Real Property Leases. All of Sellers' right, title and interest in and to the Stations' leases used in the operation of the transmission facilities of the Stations, and the Stations' studio premises and identified on Schedule 3 hereto (collectively referred to as the "Real Property Leases");

(iv) Contracts. All right, title and interest in and to the Stations' contracts, agreements, employment agreements and advertising contracts including all those of which Sellers are aware as listed on Schedule 4 (the "Assumed Contracts"). All contracts, agreements and employment agreements involving annual payments of more than \$20,000 ("\$20,000 Plus Contracts") shall be included in Assumed Contracts only if they are listed on Schedule 4 hereto unless Buyer notifies Sellers in writing that Buyer wishes to assume such contract, in which case it shall be considered an "Assumed Contract";

(v) Files. All of Sellers' logs, books of account, files, data, FCC and other governmental applications, equipment manuals and assignable warranties, and other records relating to the full on-air broadcast operations of the Stations, including without limitation all electronic data processing files, software programs (to the extent transferable) and systems related thereto, programming information and studies, technical information and engineering data, news and advertising studies or consulting reports, marketing and demographic data, lists of advertisers, promotional materials, FCC filings and all records required by the FCC to be kept by the Stations;

(vi) Intellectual Property. All right, title and interest of the Sellers in and to the use of the call letters of the Stations and all trademarks, trade names, service marks, franchises, copyrights, including registrations and applications for registration of any of them, jingles or logos and slogans used in the conduct of the business and operations of the Stations and either owned by Sellers or licensed to Sellers as of the date hereof, together with any associated goodwill and any additions thereto between the date hereof and the Closing Date (collectively, the "Intellectual Property"); and

(vii) Working Capital. Working Capital as defined at Section 2(d) hereof, to the extent that Buyer does not elect to exclude Working Capital pursuant to Section 2(d).

(b) Permitted Liens; Assumed Liabilities. The Assets shall be transferred by Sellers to Buyer free and clear of all debts, security interests, mortgages, trusts, claims, pledges, conditional sales agreements and other liens, liabilities and encumbrances of every kind and nature ("Liens") except Permitted Liens. "Permitted Liens" shall be defined as (i) liens for taxes not due and payable or, that are being contested in good faith by appropriate proceedings; (ii) the 2013 Ford Expedition lease; and (iii) liens or mortgages, in each case that will be released on or before the Closing or otherwise satisfied by Sellers with Buyer's consent. Subject to Section 2(c) hereof, in connection with the purchase and sale of the Assets pursuant to this Agreement at the Closing, the Buyer shall assume and agree to pay, discharge, perform or

otherwise satisfy when due the following and only the following, liabilities and obligations of Sellers relating to the Stations (the “Assumed Liabilities”):

(i) All liabilities as of the Closing Date that are Current Liabilities (as defined in Section 2(e) hereof) to the extent that such Current Liabilities are included in the amount of Current Liabilities used in the calculation set forth in Section 2(d) hereof and paid for by Buyer to the extent that Buyer does not elect to exclude Working Capital pursuant to Section 2(d);

(ii) All obligations and liabilities to be performed on or after the Closing Date under Real Property Leases, Assumed Contracts, and relating to the FCC Licenses that are transferred hereunder, except obligations which arise after the Closing Date as a result of a default by Sellers under any Real Property Lease or Assumed Contract prior to the Closing Date; and

(iii) the 2013 Ford Expedition lease.

All liabilities not specifically assumed by Buyer shall be retained by Sellers and are referred to herein as the “Retained Liabilities.”

(c) The following assets relating to the business of the Stations shall be retained by Sellers and shall not be sold, assigned or transferred to or assumed by Buyer (the “Excluded Assets”):

(i) Cash. Any and all cash, cash equivalents, cash deposits to secure contract obligations (except to the extent such cash deposits are reimbursed by Buyer at Closing pursuant to Section 2(d)), all inter-company receivables and inter-company accounts payable from any affiliate of any Seller, bank deposits and securities held by any Seller in respect of the Stations at the Closing Date, and all such cash shall not be included in Working Capital;

(ii) Claims. Any and all claims of any Seller with respect to transactions prior to the Closing;

(iii) Prepaid Expenses. All prepaid expenses other than those included in Working Capital to the extent that Buyer does not elect to exclude Working Capital pursuant to Section 2(d);

(iv) Insurance. All contracts of insurance and claims against insurers;

(v) Contracts; Loans. All contracts that are terminated in accordance with the terms and provisions of this Agreement, \$20,000 Plus Contracts not listed on Schedule 4 that Buyer does not wish to assume, contracts that have expired prior to Closing in the ordinary course of business, and all loans and loan agreements;

(vi) Consumed Personal Property. All tangible personal property disposed of or consumed between the date hereof and Closing in the ordinary course of business;

(vii) Records. Sellers' corporate records; and

(viii) Scheduled Items. Any other items identified on Schedule 1(c) hereof.

2. Purchase Price.

(a) Purchase Price. Upon the terms and subject to the conditions contained in this Agreement, and in consideration of the sale of the Assets, on the Closing Date, Buyer shall pay to Sellers the aggregate sum of (i) Three Million Two Hundred Thousand Dollars (\$3,200,000), plus (ii) the positive amount of Working Capital (as defined below) as determined in Section 2(d) herein, less \$50,000 (collectively, the "Purchase Price"), which shall be paid by Buyer in cash by wire transfer of same day Federal funds to an account that shall be designated by Sellers at least two (2) business days before the Closing Date. In addition to the Purchase Price, Buyer shall assume the Assumed Liabilities.

(b) Escrow. Concurrently with the execution of this Agreement, Buyer has delivered to US Bank, NA (the "Escrow Agent") the sum of Four Hundred Eighty Thousand Dollars (\$480,000) to be held as an earnest money deposit (the "Deposit") pursuant to an Escrow Agreement (the "Escrow Agreement") of even date herewith. As directed by the parties at Closing, the Deposit shall be applied toward the Purchase Price or otherwise distributed pursuant to the terms of the Escrow Agreement.

(c) Prorations. The parties agree to prorate all expenses and revenue arising out of the operation of the Stations which are incurred, accrued or payable, as of 11:59 p.m. local time of the day preceding the Closing. The items to be prorated shall include, but not be limited to, power and utilities charges, FCC regulatory fees, personal property taxes upon the basis of the most recent tax bills and information available, and similar prepaid and deferred items, but excluding any items included in the Working Capital calculation set forth in Section 2(d) to the extent that Buyer does not elect to exclude Working Capital pursuant to Section 2(d). The prorations shall, insofar as feasible, be determined and paid on the Closing Date, with final settlement and payment to be made within sixty (60) days after the Closing Date. Buyer will reimburse Sellers at the Closing for all security deposits of Sellers for the Real Property Leases, which shall be assigned to Buyer.

(d) Working Capital Adjustment. No later than ten business days prior to the Closing, Sellers shall deliver to Buyer their good faith calculation of Working Capital, which shall be final unless Buyer objects within five (5) business days after receipt of the Sellers' calculation of Working Capital, in which case the parties shall negotiate in good faith to mutually agree on such Working Capital amount prior to the Closing. Sellers agree that the assets delivered to Buyer on the Closing Date will include Working Capital as of the Closing Date, except as set forth in the last sentence of this Section 2(d). "Working Capital" shall mean the difference of (x) the total Current Assets, minus (y) the total Current Liabilities. "Current

Assets” shall mean (i) all prepaid expenses and credits to the extent Buyer will receive an economic benefit, but shall exclude cash and cash equivalents except to the extent any cash or cash equivalents are actually delivered to Buyer; and (ii) all accounts receivables (less a reserve for doubtful accounts consistent with past practices), excluding barter receivables. “Current Liabilities” shall mean all current liabilities of Sellers arising out of the operation of the Stations not paid in the ordinary course prior to the Closing Date that are Assumed Liabilities, including accounts payable and other trade debt and accrued expenses incurred in the ordinary course of business, and deferred revenue obligations, excluding barter payables. The calculation of Working Capital, Current Assets and Current Liabilities shall be determined consistent with Sellers’ past practices. If the parties are unable to agree on the calculation of Working Capital, Buyer shall have the option to delete the portion of the Purchase Price set forth in 2(a)(ii), in which case Current Assets specified in subsection (i) of this subparagraph and Current Liabilities shall be subject to prorations under subparagraph 2(c) above and Current Assets specified in subsection (ii) of this subparagraph shall be collected by Buyer for Seller’s account (less commissions paid to account executives) and remitted to Sellers within thirty (30) days of their collection for a period of 120 days, after which uncollected receivables shall be reassigned by Buyer to Sellers. In this case, Buyer shall use its commercially reasonable best efforts (without expending funds) to collect such Current Assets and all collected accounts receivable shall be applied on a first-in first-out basis (meaning applied to the oldest first). Also, Buyer shall pay Sellers’ Current Liabilities from the Current Assets collected.

3. FCC Consent; Assignment Application. Within one (1) business day after the execution of this Agreement, Buyer and Sellers shall prepare and file with the FCC an application (the “Assignment Application”) requesting its consent to the assignment, from AAA Licensing to Buyer, of all FCC Authorizations pertaining to the Stations (the “FCC Consent”). Buyer and Sellers shall vigorously prosecute and take all commercially reasonable steps to cooperate with each other and with the FCC to secure such FCC Consent without delay, and to promptly consummate this Agreement in full. If the FCC Consent imposes any condition on a party hereto, such party shall use commercially reasonable efforts to comply with such condition. If reconsideration or judicial review is sought with respect to the FCC Consent, the party affected shall vigorously oppose such efforts for reconsideration or judicial review; provided, however, such party shall not be required to take any action which would have a material adverse effect on such party or any affiliated entity. Nothing in this Section 3 shall be construed to limit a party’s right to terminate this Agreement pursuant to Section 11 hereof.

4. Closing Date; Closing Place. Subject to the termination provisions of Section 11 and the satisfaction of the conditions to Closing set forth in this Agreement, the closing (the “Closing”) of the transactions contemplated by this Agreement shall occur on a date (the “Closing Date”) fixed by Buyer upon at least three (3) business days prior written notice to the Sellers on a date which shall be no later than ten (10) days following the date on which the FCC Consent shall have been granted, pursuant to the FCC’s initial order, unless otherwise agreed to by the parties; however, notwithstanding anything herein to the contrary, in any event prior to February 1, 2013, if initial grant of FCC Consent occurs prior to February 1, 2013. At Closing, the parties shall execute an Unwind Agreement in the form of Exhibit A attached hereto (the “Unwind Agreement”). The Closing shall be held at the offices of Locke Lord LLP, 3333 Piedmont Road NE, Suite 1200, Terminus 200, Atlanta, Georgia 30305, or at any other location agreed upon by Buyer and Sellers, or by mail.

5. Representations and Warranties of Sellers. Sellers, jointly and severally, hereby make the following representations and warranties to Buyer:

(a) Organization; Qualification; Authority. Each Seller is a limited liability company duly formed, validly existing and in good standing under the laws of the State of Delaware and is authorized to do business in the State of New York. Each Seller has the power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by each Seller and no other proceedings on the part of any Seller are necessary to authorize this Agreement or to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered *by Sellers* and constitutes the legal, valid and binding obligation of Sellers enforceable in accordance with its terms, except as may be limited by bankruptcy, insolvency or other laws affecting generally the enforcement of creditors' rights or the application of principles of equity.

(b) Conflicts. The execution, delivery and performance of this Agreement by Sellers will not (i) constitute a violation of or conflict with any Seller's organizational documents, (ii) violate any material law, statute, rule, regulation, order, writ, injunction or decree of any federal, state or local governmental authority or agency and which is applicable to any Seller or any of the Assets, (iii) result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever on any of the Assets, or (iv) require the consent or approval of any governmental authority or other third party other than the FCC Consent.

(c) FCC Authorizations. Schedule 2 hereto contains a true and complete list of the FCC Authorizations, any applications currently pending before the FCC with respect to the FCC Authorizations, and all other licenses, permits or other authorizations from governmental or regulatory authorities that are required for the lawful conduct of the business and operations of the Stations in the manner and to the full extent it is presently operated. AAA Licensing lawfully holds each of the FCC Authorizations and other licenses, permits and authorizations listed on Schedule 2. Except as disclosed in Schedule 2, the Stations and their transmission facilities are operating in material compliance with the FCC Authorizations and the FCC rules.

(d) Contracts. Sellers have delivered to Buyer complete and correct copies of all of the contracts listed on Schedule 4 hereto (including any amendments and modifications thereto). The Assumed Contracts are all of the contracts, agreements and operating leases necessary to operate the Stations in the manner in which they are currently operated. Except for the Assumed Contracts, Sellers are not a party to any contract or arrangement that is material to the operation of the Station.

(e) Employees. The names of all employees of the Station, classification, current base rate of compensation, bonus plan, and all benefit plans are as set forth on Schedule 5(e) hereto. Except as set forth on Schedule 5(e) there is no employment contract with any employee of the Stations.

(f) Title; Condition; Sufficiency. Sellers have good, valid and marketable, legal and beneficial title to all of the Assets free and clear of all Liens, other than Permitted Liens. The Assets are in normal operating condition for the current operations of the Stations. The Assets to be conveyed hereunder are all of the Assets necessary to operate the Stations in the manner in which they are presently operated.

(g) Litigation. There is no litigation or proceeding (judicial, administrative or otherwise) pending or, to the knowledge of Sellers, threatened, against Sellers relating to the Stations.

(h) Compliance with Law. Sellers are in material compliance with all applicable laws, regulations and administrative orders of the U.S., any state, and any municipality, county, or subdivision, to which Sellers or any of the Assets is or may be subject.

(i) Taxes. All federal, state, county and local tax returns, reports and declarations of estimated tax required by the filed by Sellers in connection with their operations, personal property and payroll have been timely filed, other than where the failure to so file would not have a material adverse effect on the Stations as Assets.

(j) Financial Statements. Sellers have delivered to Buyer the financial statements and information relating to the Stations described in the Schedule of Financial Statements attached as Schedule 5(j) hereto (these statements, together with the monthly statement to be furnished pursuant to Section 7(a)(vi), shall be collectively referred to as the "Financial Statements"). The Financial Statements fairly present the financial condition and results of operations of the Stations for the periods covered thereby, consistent with past practices.

(k) Real Property Leases. Schedule 3 hereto contains an accurate description of the Real Property Leases. All of the Real Property Leases are in full force and effect. Sellers are in compliance with the Real Property Leases, and, to the knowledge of Sellers, there is not under any Real Property Lease any material default by any party thereto or any event that, after notice or lapse of time or both, could reasonably be expected to constitute a material default. Sellers have delivered to Buyer true and complete copies of all of the Real Property Leases, including all amendments, supplements or attachments thereto or waivers thereunder.

(l) Brokerage. Other than Bergner & Co., whose fee will be paid by Sellers, there is no broker or finder or other person who would have any valid claim for a commission or brokerage in connection with this Agreement or the transaction contemplated hereby as a result of any agreement, understanding or action by Sellers.

(m) Copyright. Except as set forth on Schedule 5(m) hereto, all license fees or other payments under licenses for Intellectual Property, including performance license fees payable to ASCAP, SESAC, BMI and SoundExchange, have been paid in a timely manner.

6. Representations and Warranties of Buyer. Buyer hereby makes the following representations and warranties to Sellers:

(a) Organization; Standing and Power. Buyer is a limited liability company organized under the laws of the State of New York and has the requisite power and authority to own, lease and operate its properties and to carry on its business as now being conducted.

(b) Authority. Buyer has the power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by Buyer and no other proceedings on the part of Buyer are necessary to authorize this Agreement or to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by Buyer and constitutes the legal, valid and binding agreements of Buyer enforceable in accordance with their respective terms, except as may be limited by bankruptcy, insolvency or other laws affecting generally the enforcement of creditors' rights or the application of principles of equity.

(c) No Conflicts. The execution, delivery and performance of this Agreement by Buyer will not (i) conflict with or result in any breach of any provision of the articles of incorporation or by-laws of Buyer, or (ii) violate any material law, statute, rule, regulation, order, writ, injunction or decree of any federal, state or local governmental authority or agency and which is applicable to Buyer, or (iii) require the consent or approval of any governmental authority, lending institution or other third party other than the FCC Consent.

(d) Qualification. Buyer is legally, financially and technically qualified to acquire and become the FCC licensee of the Stations and to operate the Stations in the manner contemplated.

(e) Brokerage. There is no broker or finder or other person who would have any valid claim against Buyer for a commission or brokerage in connection with this Agreement or the transactions contemplated hereby as a result of any agreement, understanding or action by Buyer.

7. Covenants.

(a) Sellers covenant with Buyer that, between the date hereof and the Closing Date, Sellers shall:

(i) Preserve and protect the Assets in normal operating condition for the current operations of the Stations. Replace any of such tangible personal property included in the Assets which shall be worn out, lost, stolen or destroyed with like property of substantially equivalent kind and value. Operate the Stations in the ordinary course of business consistent with past practices.

(ii) Deliver to Buyer, promptly after filing, copies of any reports, applications or responses to the FCC or any communications from the FCC or any other party directed to the FCC related to the Stations which are filed between the date of this Agreement and the Closing Date. Sellers will not file any application to modify the Stations' facilities except such modifications as are required by the public interest as determined in the

sole discretion of Sellers, exercised in good faith after consultation with Buyer, and Sellers shall take all actions necessary to keep the Licenses valid and in full force and effect. Sellers shall take all steps reasonably necessary to insure continued material compliance with FCC Authorizations and Rules pending Closing.

(iii) Maintain existing insurance on the business and operations of the Stations, including on all of the Tangible Personal Property in such amounts as necessary to repair or rebuild the applicable Assets.

(iv) Not, prior to the Closing Date, without the prior written consent of Buyer, sell, lease, transfer or agree to sell, lease or transfer any of the Assets without replacement thereof with an equivalent asset of equivalent kind, condition and value that satisfies industry standards for such assets, or create any Lien on the Assets, other than a Permitted Lien.

(v) Sellers shall give detailed written notice to Buyer promptly upon the occurrence of or becoming aware of the impending or threatened occurrence of, any event which would cause or constitute a breach or would have caused a breach had such event occurred or been known to Sellers prior to the date hereof, of any of Sellers' representations or warranties contained in this Agreement or in any Schedule. Sellers shall promptly disclose to Buyer any significant problems or developments with respect to the Assets. Any such notice to Buyer, similar informal notice by Sellers to Buyer, or independent investigation, examination or other source of knowledge by Sellers regarding a breach of Sellers' representations and warranties shall not in any way diminish or obviate any representations or warranties of Sellers made in this Agreement, the Schedules hereto and documents delivered pursuant to this Agreement.

(vi) Provide to Buyer, within thirty (30) days following the end of each month, a statement of income (including a comparison to budget) for each Station for the month and for the year-to-date period then ended.

(vii) Sellers shall give Buyer and its authorized representatives access, during normal business hours and with reasonable prior notice, to Assets and to the books, records and documents relating to the Stations for the purpose of inspection, so long as such inspection does not unreasonably interfere with the business and operations of the Stations. Further, Sellers agree to consider in good faith operating suggestions for the Stations made by Buyer. From the date hereof until January 17, 2014, as part of this access Buyer shall be entitled to perform due diligence on the Stations, Assets and AC1, as defined below.

(viii) Seller shall use best efforts (without expending funds): (i) to obtain consent to assignment from each other party to an Assumed Contract or Real Property Lease, for which consent is required, (ii) an estoppel certificate in customary form executed by the landlord under the applicable Real Property Lease (the "Estoppel Certificates") for which such consent is required, and (iii) obtain any other material consents, transfers, authorizations, or approvals required for the consummation of this transaction other than the FCC Consent. Consents marked with an asterisk on Schedule 3 shall be mandatory conditions of Closing.

(ix) Subject to the provisions of this Agreement, Sellers shall fulfill and perform all conditions and obligations on its part to be fulfilled and performed under this Agreement and to cause the transactions contemplated by this Agreement to be fully carried out. If any event should occur which would prevent the consummation of the transactions contemplated hereunder (other than an event proximately caused by Buyer), Sellers shall notify Buyer of such event and shall use its best efforts to cure such event as expeditiously as possible.

(b) Buyer covenants with Sellers that, between the date hereof and the Closing Date, it shall act in accordance with the following:

(i) Buyer shall give detailed written notice to Sellers promptly upon the occurrence of or becoming aware of the impending or threatened occurrence of, any event which would cause or constitute a breach, or would have caused a breach had such event occurred or been known to Buyer on or before the date of this Agreement, of any of Buyer's representations or warranties contained in this Agreement or in any Schedule attached hereto. Any such notice to Sellers, similar informal notice by Buyer to Sellers, or independent investigation, examination, or other source of knowledge by Sellers regarding a breach of Buyer's representations and warranties shall not in any way diminish or obviate any representations or warranties of Buyer made in this Agreement, the Schedules and documents delivered pursuant to this Agreement.

(ii) Buyer shall maintain its qualifications to be the FCC licensee of the Stations.

(iii) Subject to the provisions of this Agreement, Buyer shall fulfill and perform all conditions and obligations on its part to be fulfilled and performed under this Agreement and to cause the transactions contemplated by this Agreement to be fully carried out. If any event should occur which would prevent the consummation of the transactions contemplated hereunder (other than an event proximately caused by Sellers), Buyer shall notify Sellers of such event and shall use its best efforts to cure such event as expeditiously as possible.

(c) Subject to the terms and conditions of this Agreement, each of the parties hereto will use its reasonable best efforts to take all action and to do all things necessary, proper or advisable to satisfy any condition to the parties' obligations hereunder in its power to satisfy and to consummate and make effective as soon as practicable the transactions contemplated by this Agreement.

8. Conditions Precedent to Obligation to Close.

(a) The performance of the obligations of Sellers hereunder is subject to the satisfaction of each of the following express conditions precedent, unless waived in writing by Sellers:

(i) Buyer shall have performed and complied in all material respects with all of the agreements, obligations and covenants required by this Agreement to be performed or complied with by Buyer prior to or as of the Closing Date;

(ii) The representations and warranties of Buyer set forth in this Agreement shall be true and correct on and as of the Closing Date with the same effect as if made on and as of the Closing Date, except where the breach of such representations or warranties does not, either individually or in the aggregate, have a material adverse effect;

(iii) The FCC Consent contemplated by this Agreement shall be effective;

(iv) Buyer shall have delivered to Sellers, on the Closing Date, the Purchase Price and the documents required to be delivered pursuant to Section 9(b); and

(v) Buyer shall not be subject to any voluntary or involuntary petition under Federal bankruptcy law, or any state receivership or similarly proceeding.

(b) The performance of the obligations of Buyer hereunder is subject to the satisfaction of each of the following express conditions precedent, any or all of which may be waived in writing by Buyer:

(i) Sellers shall have performed and complied in all material respects with all the agreements, obligations and covenants required by this Agreement to be performed or complied with by Sellers prior to or as of the Closing Date;

(ii) The representations and warranties of Sellers set forth in this Agreement shall be true and correct on and as of the Closing Date with the same effect as if made on and as of the Closing Date, except where the breach of such representations or warranties does not either individually or in the aggregate, have a material adverse effect on the Stations or Assets;

(iii) None of the events or conditions referenced in Section 19 below shall have occurred and not been remedied as set forth in Section 19;

(iv) The FCC Consent contemplated by this Agreement shall be effective;

(v) There shall not be any Liens on the Assets or any financing statements of record other than Permitted Liens and those to be satisfied by Sellers on or before the Closing Date, and Sellers shall obtain lien search reports, in form and substance reasonably satisfactory to Buyer within a reasonable time after written request from Buyer to Sellers and prior to the Closing, reflecting the results of a UCC lien search conducted at Secretary of State offices of the State of Delaware and elsewhere as necessary in Buyer's reasonable judgment; and

(vi) Sellers shall have delivered to Buyer, on the Closing Date, the documents required to be delivered pursuant to Section 9(a);

(vii) There shall not be in effect against Sellers or the Assets any judgment, decree or order of any court or administrative body of competent jurisdiction, nor shall there have been against Sellers or the Assets any action, suit, proceeding or known investigation

instituted or threatened which would restrain, prohibit, make illegal, or subject Buyer to material damage as a result of the consummation of the transactions contemplated hereby.

9. Closing Deliveries.

(a) At the Closing, Sellers will deliver, or cause to be delivered, to Buyer the following, each of which shall be in form and substance reasonably satisfactory to Buyer and its counsel:

(i) A Bill of Sale and other instruments of transfer and conveyance, dated the Closing Date, in form and substance so as to effectively and legally transfer and assign to Buyer the personal property Assets and effectively vest in Buyer good and marketable title to the personal property Assets;

(ii) An Assignment and Assumption of the Stations' FCC Authorizations;

(iii) An Assignment and Assumption of Sellers' interests in the Real Property Leases and Assumed Contracts; the Estoppel Certificates with respect to the Assumed Contracts and Real Property Leases obtained by Sellers, if any; and the consents to assignment as to the Real Property Leases marked with an asterisk on Schedule 3;

(iv) Certified copies of the resolutions of the Board of Directors of Sellers authorizing and approving the execution and delivery of this Agreement and authorizing the consummation of the transactions contemplated hereby and thereby;

(v) A certificate, dated the Closing Date, executed by an officer of Sellers, certifying the fulfillment of the conditions set forth in Section 8(b)(i) and (ii) hereof;

(vi) A joint notice instructing the Escrow Agent with respect to the Deposit;

(vii) A Closing Statement;

(viii) The Unwind Agreement; and

(ix) Such other documents, instruments and agreements necessary to consummate the transactions contemplated by this Agreement or as Buyer shall reasonably request, each in form and substance reasonably satisfactory to Buyer and its counsel.

(b) Prior to or at the Closing, Buyer will deliver to Sellers the following, each of which shall be in form and substance reasonably satisfactory to Sellers and its counsel:

(i) The Purchase Price;

- Authorizations;
- (ii) An Assignment and Assumption of the Stations' FCC
 - (iii) A joint notice to Escrow Agent with respect to the Deposit;
 - (iv) Certified copies of the resolutions of the Board of Directors of Buyer authorizing and approving the execution and delivery of this Agreement and authorizing the consummation of the transactions contemplated hereby and thereby or a statement by the Secretary of Buyer that such resolutions are not necessary;
 - (v) A certificate, dated the Closing Date, executed by an officer of Buyer, certifying the fulfillment of the conditions set forth in Section 8(a)(i) and (ii) hereof;
 - (vi) An Assignment and Assumption of Sellers' interest in the Real Property Leases and Assumed Contracts;
 - (vii) The Closing Statement;
 - (viii) The Unwind Agreement; and
 - (ix) Such other documents, instruments and agreements necessary to consummate the transactions contemplated by this Agreement or as Sellers shall reasonably request, each in form and substance satisfactory to Sellers and its counsel.

10. **Indemnification.**

(a) **Indemnification of Buyer by Sellers.** Following the Closing, Sellers shall indemnify, defend and hold harmless Buyer with respect to any and all demands, claims, actions, suits, proceedings, assessments, judgments, costs, losses, damages, liabilities and expenses (including, without limitation, interest, penalties, court costs and reasonable attorneys' fees) ("*Damages*") asserted against, resulting from, imposed upon or incurred by Buyer directly or indirectly relating to or arising out of the breach by Sellers of any of its representations or warranties that survive the Closing, failure by Sellers to perform any of its covenants, conditions or agreements set forth in this Agreement that survive the Closing, third party claims, or any fraud by or on behalf of Sellers in connection with the negotiation, execution or performance of this Agreement.

(b) **Indemnification of Sellers by Buyer.** Following the Closing, Buyer shall indemnify, defend and hold Sellers harmless with respect to any and all Damages asserted against, resulting from, imposed upon or incurred by Sellers directly or indirectly relating to or arising out of the breach by Buyer of any of its representations, warranties, that survive the Closing or failure by Buyer to perform any of its covenants, conditions or agreements set forth in this Agreement that survive the Closing, or third party claims or any fraud by or on behalf of Buyer in connection with the negotiation, execution or performance of this Agreement.

(c) **Procedure for Indemnification.** If either party hereto (the "*Indemnitee*") receives notice or otherwise obtains knowledge of any matter with respect to

which another party hereto (the "Indemnifying Party") may be obligated to indemnify the Indemnitee under this Section 10, then the Indemnitee shall promptly deliver to the Indemnifying Party written notice describing such matter in reasonable detail and specifying the estimated amount of the Damages or liability that may be incurred by the Indemnitee in connection therewith. The Indemnifying Party shall have the right, at its option, to assume the complete defense of such matter at its own expense and with its own counsel, provided such counsel is reasonably satisfactory to the Indemnitee. If the Indemnifying Party elects to assume the defense of such matter, then (i) notwithstanding anything to the contrary herein contained, the Indemnifying Party shall not be required to pay or otherwise indemnify the Indemnitee for costs of defense following the Indemnifying Party's election to assume the defense of such matter, (ii) the Indemnitee shall fully cooperate as reasonably requested by the Indemnifying Party in the defense or settlement of such matter, (iii) the Indemnifying Party shall keep the Indemnitee informed of all material developments and events relating to such matter, and (iv) the Indemnitee shall have the right to participate, at its own expense, in the defense of such matter. In no event shall the Indemnifying Party be liable for any settlement or admission of liability with respect to such matter without its prior written consent. The Indemnifying Party shall not, without the Indemnitee's written consent, settle or compromise any claim or consent to entry of any judgment which does not include the giving by the claimant to the Indemnitee of a release from all liability in respect of such claim.

(d) Survival. The several representations and warranties of Sellers and Buyer contained in or made pursuant to this Agreement shall expire on October 30, 2014. Any claim for indemnification in respect of a covenant or agreement of Buyer or Sellers hereunder to be performed before the Closing shall be made prior to October 30, 2014.

(e) Indemnification Basket and Cap. Notwithstanding the foregoing or anything else herein to the contrary, Sellers shall have no liability to Buyer under Section 10 of this Agreement unless the aggregate Damages exceed Fifty Thousand Dollars (\$50,000), at which time the Buyer shall be entitled to be held harmless, indemnified against and compensated, reimbursed and paid for the full amount of the Damages suffered and incurred. In addition, if the liability of the Sellers for Damages claims asserted pursuant to this Section 10 of this Agreement exceeds an aggregate amount of \$320,000, then the Sellers shall have no further liability or obligation to indemnify or hold harmless the Buyer under this Section 10 of this Agreement, and the Buyer waives and releases and shall have no recourse against the Sellers in excess of such amount in connection with any Damages claim asserted pursuant to Section 10.

(f) Sole Post-Closing Remedy. Buyer and Sellers acknowledge and agree that the indemnification provisions of this Section 10 shall be the sole and exclusive post-closing remedies of Buyer and Sellers for any breach of the representations or warranties or nonperformance of or default under any covenants or agreements of Buyer or Sellers contained in this Agreement or any related document, and neither party shall have any liability to the other party under any circumstances for special, indirect, consequential, punitive or exemplary damages or lost profits, diminution in value or any damages based on any type of multiple earnings of the Indemnifying Party; provided, however, that nothing contained in this Agreement shall relieve or limit the liability of any party for any liability or Damages arising out of or resulting from such party's fraud in connection with the transactions contemplated in this Agreement or the related documents.

(g) Limitation. Except as set forth in Section 10(h) below, anything in this Agreement or applicable law to the contrary notwithstanding, it is understood and agreed by the parties that no shareholder, partner, member, director, officer, employee, agent or affiliate of Sellers or Buyer shall have: (A) any personal liability to the other parties as a result of any breach of any representation, warranty, covenant or agreement contained herein or otherwise arising out of or in connection with the transactions contemplated herein; (B) any personal obligation to indemnify the other party for any claims pursuant to this Section 10 and each party waives and releases and shall have no recourse against any of, such parties described herein, other than Buyer, Sellers and AC1 with respect to post-closing indemnification obligations or Buyer, as applicable, as a result of a breach of any representation, warranty, covenant or agreement contained herein or otherwise arising out of or in connection with the transactions contemplated hereby.

(h) AC1 Make-Well. Arlington Capital Partners, L.P. and Arlington Capital Partners Offshore, L.P. (collectively, "AC1") hereby agree that if Sellers have not fulfilled their obligations pursuant to Section 10 hereof, it will, directly or indirectly, through other entities of which the Sellers are a subsidiary, (1) invest in the equity of Sellers, or (2) loan to Sellers, to the extent necessary to fund any unfulfilled payment obligation by the Sellers pursuant to this Section 10 of the Agreement. The obligation of AC1 to make the payments under this Section 10(h) shall be limited to the amounts necessary to pay the obligations pursuant to this Section 10 of the Agreement and subject to the limitations set forth in this Section 10 of the Agreement. AC1 agrees that its obligation pursuant to this Section 10(h) constitutes a legal, valid and binding obligation of AC1, enforceable against it in accordance with its terms, except the extent of enforceability thereof may be limited by bankruptcy, insolvency, fraudulent transfer or conveyance, liquidation, reorganization, reconstruction or other similar laws affecting enforcement of creditors' rights generally and by the application of general equitable principles.

11. Termination.

(a) Termination Rights; Cure Period. This Agreement may be terminated by either Buyer or Sellers, if the party seeking to terminate is not in default or breach of any of its material obligations under this Agreement, upon written notice to the other upon the occurrence of any of the following: (a) if, on or prior to the Closing Date, the other party breaches any of its material obligations contained herein, and such breach is not cured by the earlier of the Closing Date or thirty (30) days after receipt of the notice of breach from the non-breaching party, provided however that such opportunity to cure shall not apply to the failure of a party to perform its obligations set forth in Section 4 or Section 9, hereof; or (b) if the Assignment Application is denied by Final Order; or (c) if there shall be in effect any judgment, final decree or order that would prevent or make unlawful the Closing of this Agreement; or (d) if the Closing has not occurred by August 1, 2014; or (e) if, on or prior to January 17, 2014, Buyer provides Sellers with written notice that, based upon the due diligence it has performed up to January 17, 2014, pursuant to Section 7(a)(vii) of this Agreement, it desires to terminate the Agreement.

(b) Liquidated Damages as Remedy for Buyer's Breach. Upon a termination of this Agreement by Sellers due to an uncured breach by Buyer of any of its material obligations under this Agreement, Sellers' sole and exclusive remedy shall be the right

of Sellers to be paid in the amount of the Deposit (the "Liquidated Damages"). Sellers shall have no remedy in respect of Buyer's breach other than the remedy described in the preceding sentence. The parties agree that the Liquidated Damages are intended to limit the claims that Sellers may have against Buyer for any breach of this Agreement by Buyer, and that the Liquidated Damages provided herein bear a reasonable relationship to the anticipated harm which would be caused by Buyer's breach. The parties understand and agree that the amount of the Liquidated Damages does not constitute a penalty. The parties further acknowledge and agree that the amount of actual loss caused by Buyer's breach is difficult to estimate with precision and that Seller would not have a convenient and adequate alternative to Liquidated Damages hereunder.

(c) Sellers' Breach. Upon a termination of this Agreement due to an uncured breach by Sellers of any of their material obligations under this Agreement, Buyer shall be entitled to the release and return to it of the Deposit, and Buyer may seek all rights and remedies that it may have in equity or at law, including the right to specific performance as set forth in Section 12 hereof; provided, however, total monetary damages for a breach (including attorneys' fees) may not exceed \$480,000. .

(d) Other Terminations. Upon a termination of this Agreement for any reason other than as a result of a breach by either party of any of its material obligations under this Agreement, the Deposit shall be released and returned to Buyer, and thereafter neither party will have any further liability or obligation to the other with respect to this Agreement, except with respect to the confidentiality provisions herein.

(e) Construction. For purposes of this Section 11, no Seller shall in any event constitute the "other party" in relation to the other Seller, (ii) all Sellers shall constitute but a single party, and (iii) any breach of this Agreement by one Seller shall be deemed to constitute a breach of this Agreement by both Sellers.

12. Specific Performance. Sellers acknowledges that the Stations are a unique asset not readily obtainable on the open market and that, in the event that Sellers fail to perform their obligation to consummate the transaction contemplated hereby, money damages alone will not be adequate to compensate Buyer for its injury. Therefore, Sellers agree and acknowledge that in the event of Sellers' failure to perform their obligation to consummate the transaction contemplated hereby, Buyer shall be entitled (in lieu of any other rights and remedies on account of such failure if such relief is granted) to specific performance of the terms of this Agreement and of Sellers' obligation to consummate the transaction contemplated hereby. If any action is brought by Buyer to enforce this Agreement, Sellers shall waive the defense that there is an adequate remedy at law, and Buyer shall be entitled to receive from Sellers all court costs, attorney's fees and other out-of-pocket expenses incurred by Buyer in enforcing its rights under this provision.

13. Confidentiality.

(a) Each party shall hold, and shall cause its officers, employees, agents and representatives, including, without limitation, attorneys, accountants, consultants and financial advisors who obtain such information to hold, in confidence, and not use for any

purpose other than evaluating the transactions contemplated by this Agreement, any confidential information of another party obtained through the investigations permitted hereunder, which for the purposes hereof shall not include any information which (i) is or becomes generally available to the public other than as a result of disclosure by the party which alleges the information is confidential or its affiliates, (ii) becomes available to a party on a nonconfidential basis from a source, other than the party which alleges the information is confidential or its affiliates, which has represented that such source is entitled to disclose it, or (iii) was known to a party on a nonconfidential basis prior to its disclosure to such party hereunder. If this Agreement is terminated, each party shall deliver, and cause its officers, employees, agents, and representatives, including, without limitation, attorneys, accountants, consultants and financial advisors who obtain confidential information of another party pursuant to investigations permitted hereunder to deliver to such other party all such confidential information that is written (including copies or extracts thereof), whether such confidential information was obtained before or after the execution.

(b) If a party or a person to whom a party transmits confidential information of another party is requested or becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoena, criminal or civil investigative demand or similar process) to disclose any of such confidential information, such party or person will provide the other applicable party with prompt written notice so that such party may seek a protective order or other appropriate remedy or waive compliance with Section 13(a). If such protective order or other remedy is not obtained, or if the applicable party waives compliance with Section 13(a), the party subject to the request will furnish only that portion of such confidential information which is legally required and will exercise its best efforts to obtain reliable assurance that confidential treatment will be accorded such confidential information.

(c) In the event that either party determines in good faith that a press release or other public announcement is desirable under any circumstances, the parties shall consult with each other to determine the appropriate timing, form and content of such release or announcement.

14. Notices. All notices, elections and other communications permitted or required under this Agreement shall be in writing and shall be deemed effectively given or delivered upon personal delivery (or refusal thereof), or twenty-four (24) hours after delivery to a courier service which guarantees overnight delivery, or five (5) days after deposit with the U.S. Post Office, by registered or certified mail, postage prepaid, and, in the case of courier or mail delivery, addressed as follows (or at such other address for a party as shall be specified by like notice):

If to Sellers, to:

Long Island Radio
c/o Arlington Capital Partners
5425 Wisconsin Avenue
Suite 200
Chevy Chase, MD 20815
Attn: Perry Steiner

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

Neil H. Dickson, Esq.
Locke Lord LLP
3333 Piedmont Road NE
Suite 1200, Terminus 200
Atlanta, GA 30305

If to Buyer, to:

LRS Radio, LLC
c/o Kapstone Paper & Packaging Corporation
1101 Skokie Blvd, Suite 300,
Northbrook, IL 60062
Attn: Roger W. Stone

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

Dennis P. Corbett
Lerman Senter PLLC
2000 K Street, NW, Suite 600
Washington, DC 20006

15. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of New York, without giving effect to the choice of law principles thereof.

16. Partial Invalidity. Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but in case any provision contained herein shall, for any reason, be held to be invalid or unenforceable, such provision shall be ineffective to the extent of such invalidity or unenforceability without invalidating the remainder of such provision or any other provisions hereof, unless such a construction would be unreasonable.

17. Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same instrument. This Agreement may be executed and exchanged by facsimile or other electronic transmission, with the same legal effect as if the signatures had appeared in original handwriting on the same physical document. At the request of any party hereto or to any such agreement or instrument, each other party hereto or thereto shall re-execute original forms thereof and deliver them to all other parties. No party hereto or to any such agreement or instrument shall raise the use of a facsimile machine to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a

facsimile machine as a defense to the formation of a contract and each such party forever waives any such defense.

18. Expenses; Transfer Taxes. Except as otherwise set forth in this Section, each party hereto 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. The FCC filing fees relating to the Assignment Application shall be shared equally between Buyer, on the one hand, and Sellers, on the other hand. All federal, state, local and other transfer and sales taxes applicable to, imposed upon or arising out of the transfer to Buyer of the Assets as contemplated hereby shall be paid by the party responsible for such amounts under applicable law and according to custom in the jurisdiction.

19. Risk of Loss. The risk of loss to any of the Assets on or prior to the Closing Date shall be upon Sellers. Sellers shall use all commercially reasonable efforts to repair or replace any damaged or lost Assets, provided, however, that in the event that Assets with a value of greater than Twenty Five Thousand Dollars (\$25,000) are damaged or lost on the date otherwise scheduled for Closing, Buyer may, at its option, either (i) postpone Closing for a period of up to sixty (60) days while Sellers repairs or replaces such Assets, or (ii) elect to close with the Assets in their current condition, in which case Sellers shall assign all proceeds from insurance plus the applicable deductibles on such lost or damaged Assets to Buyer, and Buyer shall have the responsibility to repair or replace the Assets. Sellers shall have no responsibility to repair or replace damaged or destroyed Assets not covered by insurance if the cost of such repair exceeds Twenty Five Thousand Dollars (\$25,000), provided, however, that Sellers shall advise Buyer within five (5) days after any such damage to or loss of Assets is sustained that Sellers will not repair or replace such Assets, Buyer may terminate this Agreement without penalty upon written notice to Sellers within ten (10) days of Buyer's receipt of such notice.

20. Employees. Prior to the Closing, Buyer shall offer employment effective as of the Closing to each of the Sellers' employees. Sellers and Buyer shall cooperate with each other in connection with Buyer's efforts to hire such employees. Each such offer of employment shall be made with substantially the same wages, salaries, commission rate (if applicable) and target bonuses and with substantially the same duties as in effect immediately prior to the Closing. Any person so hired by Buyer is referred to as a "Transferred Employee". With respect to the Transferred Employees, at Closing employment with Sellers shall terminate and employment with Buyer shall commence. If any Transferred Employee is subject to written agreement, such agreement shall be assumed by Buyer. Nothing in this Section is intended to or shall require Buyer to continue to employ any Transferred Employee for any period of time following the Closing or continue to maintain any term or condition of employment or otherwise to treat such employee on any basis other than as an at will employee (subject to the terms of any employment contract assumed by Buyer); provided, however, Buyer shall be responsible for any severance or other employment related liability. Buyer shall grant credit to each Transferred Employee for all unused vacation and sick pay accrued as of the Closing Date, and Buyer shall discharge the obligation to provide such leave to such employees. Buyer will permit Transferred Employees (and their spouses and dependents) to participate in its "employee welfare plans", including without limitation health insurance plans, with coverage effective immediately upon Closing and without exclusion for coverage on account of any preexisting condition, with credit for years of service with Sellers for purposes of eligibility, waiting periods and vesting periods

and with any credit under welfare plan for any deductibles or co-pays paid for the current plan year under any plan maintained by Sellers. Buyer shall also permit each Transferred Employee who participates in the Sellers' 401(k) plan to elect to make direct rollovers of their account balances into Buyer's 401(k) plan as of Closing.

21. Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. No party may voluntarily or involuntarily assign its interest or delegate its duties under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

22. Entire Agreement. This Agreement, and the exhibits attached hereto, supersede all prior agreements and understandings between the parties with respect to the subject matter hereof and may not be changed or terminated orally, and no attempted change, amendment, or waiver of any of the provisions hereof shall be binding unless in writing and signed by both parties.

23. Schedules and Exhibits. Unless otherwise specified herein, each Schedule and Exhibit referred to in this Agreement is attached hereto, and each such Schedule and Exhibit is hereby incorporated by reference and made a part hereof as if fully set forth herein.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

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

Buyer:

LRS Radio, LLC

By: _____
Its: _____

Sellers:

AAA Sub LLC

By:  _____
Its: _____

AAA LICENSING LLC

By:  _____
Its: _____

As to Section 10(h) only:

Arlington Capital Partners, L.P.

By:  _____
Its: _____

Arlington Capital Partners Offshore, L.P.

By:  _____
Its: _____

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

Buyer:

LRS Radio, LLC

By: Mark Stare
Its: Member

Sellers:

AAA Sub LLC

By: _____
Its: _____

AAA LICENSING LLC

By: _____
Its: _____

As to Section 10(h) only:

Arlington Capital Partners, L.P.

By: _____
Its: _____

Arlington Capital Partners Offshore, L.P.

By: _____
Its: _____

Schedule 2

FCC Licenses

WEHM(FM), Manorville, NY, Facility No. 52059

<u>Call Sign</u>	<u>Facility Type</u>	<u>Authorization</u>	<u>Expiration</u>
WEHM(FM)	FM Radio License	BLH-20080610ACO	06/01/2014

WBAZ(FM), Bridgehampton, NY, Facility No. 52061

<u>Call Sign</u>	<u>Facility Type</u>	<u>Authorization</u>	<u>Expiration</u>
WBAZ(FM)	FM Radio License	BLH-19960604KB	06/01/2014
WLJ252	Aural Studio Transmitter Link		06/01/2014

WBEA(FM), Southold, NY, Facility No. 52060

<u>Call Sign</u>	<u>Facility Type</u>	<u>Authorization</u>	<u>Expiration</u>
WBEA(FM)	FM Radio License	BLH-20050421ABO	06/01/2014
WPJF925	Aural Studio Transmitter Link		06/01/2014

WEHN(FM), East Hampton, NY, Facility No. 18218

<u>Call Sign</u>	<u>Facility Type</u>	<u>Authorization</u>	<u>Expiration</u>
WEHN(FM)	FM Radio License	BLH-20060210ABT	06/01/2014