

## ASSET PURCHASE AND SALE AGREEMENT

THIS ASSET PURCHASE AND SALE AGREEMENT (this "**Agreement**") is made as of the 23rd day of September, 2011 ("**Effective Date**"), by and among Marconi Broadcasting Company, LLC ("**Marconi**"), Marconi Broadcasting Licenses, LLC ("**License Sub**" and, together with Marconi, "**Seller**"), and Aztec Capital Partners, Inc. ("**Purchaser**").

WHEREAS, Seller is the licensee of and owns radio station WHAT(AM), (FCC Facility I.D. No. 33686), an AM radio station licensed by the Federal Communications Commission (the "**FCC**") to Philadelphia, PA (the "**Station**"); and

WHEREAS, Seller owns or leases the assets which are used in the operation of the Station; and

WHEREAS, Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller the assets relating to the Station (collectively referred to herein as the "**Purchased Assets**"), as described herein under the terms and conditions herein set forth;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

### 1. PURCHASE AND SALE OF ASSETS.

1.1. Purchase and Sale of Purchased Assets. Subject to the conditions set forth in this Agreement, at the Closing (as defined hereinafter), Seller shall assign, transfer, convey and deliver to Purchaser, and Purchaser shall purchase from Seller free and clear of all Liens, all right, title and interest in and to the Purchased Assets, which shall include, but not be limited to, the following assets:

(a) all licenses, construction permits or authorizations issued by the FCC or any other governmental authority for use in the operation of the Station that are set forth on Schedule 1.1(a) attached hereto, together with any and all renewals, extensions and modifications thereof (the "**FCC Licenses**");

(b) (title or lease) interests on which the existing transmitter and tower sites are now located (the "**Transmitter Site**");

(c) all towers, antennas, broadcast transmission and studio equipment and other tangible personal property of Seller located at or used in conjunction with the Station and Transmitter Site (the "**Transmitter Equipment**");

(d) the agreements set forth on Schedule 1.1(d) (the "**Assumed Contracts**");

(e) the call letters of the Station: WHAT and all rights which seller may have to those call letters.

(f) unless as may be otherwise required by law, the books and records related to the Purchased Assets, such as property tax records, logs, all materials maintained in the FCC public file relating to the Station, technical data, political advertising records and all other

records, correspondence with and documents pertaining to governmental authorities and similar third parties (the "**Business Records**"), to the extent such are currently in the possession of Seller; and

1.2. Excluded Assets. In no event shall the Purchased Assets be deemed to include:

- (a) the corporate seal, minute books, charter documents, corporate stock record books and other books and records that pertain to the organization of Seller;
- (b) securities of any kind owned by Seller;
- (c) insurance contracts or proceeds thereof;
- (d) claims arising out of acts occurring before the Closing Date;
- (e) any agreements not included among the Assumed Contracts;
- (f) HalfOffAmerica, LLC, [www.halfoffamerica.com](http://www.halfoffamerica.com) and the assets related thereto; and
- (g) The items set forth on Schedule 1.2.

1.3. Liabilities to be Assumed. Upon the terms and subject to the conditions of this Agreement, the Purchaser shall assume effective as of the Closing, and from and after the Closing the Purchaser shall pay, discharge or perform when due, as appropriate, the Liabilities of Seller with respect to the following (collectively, the "Assumed Liabilities"):

- (a) the Assumed Contracts;
- (b) the Purchased Assets; and
- (c) the operation of the Station from and after the date of the LMA.

1.4. Liabilities Not to be Assumed. Purchaser is not assuming any Liabilities of Seller other than the Assumed Liabilities.

1.5. Brokerage Fees. Each party shall be responsible for its own expenses in this transaction. Seller shall be responsible for any fees charged by its broker, Media Services Group, Inc. and Purchaser shall be responsible for any fees charged by its broker, Art Camiolo.

1.6. Local Marketing Agreement. Purchaser and Seller have executed and delivered to each other a local marketing agreement ("**LMA**") in form and substance heretofore agreed to by the parties.

## 2. PURCHASE PRICE; CLOSING.

2.1. Purchase Price and Terms of Payment. The consideration to be received by Seller in exchange for the Purchased Assets shall be \$475,000 (the "**Purchase Price**"), payable as follows:

(a) \$350,000 shall be paid at closing by certified check or wire transfer of immediately available funds;

(b) The remaining \$125,000 shall be paid by execution and delivery at closing of a note in the form of Exhibit A hereto (the "**Note**") together with a Security Agreement in the form of Exhibit B (the "**Security Agreement**") and a Pledge Agreement in the form of Exhibit C hereto (the "**Pledge Agreement**" and, together with the Note and Security Agreement, the "**Note and Security Documents**").

2.2. Escrow. The Purchaser shall deposit the sum of \$47,500 with Media Services Group, Inc., as escrow agent, no later than September 27, 2011. This deposit shall be credited toward the Purchase Price at closing. Upon deposit, Seller shall make available the daily business records for Purchaser's due diligence and have the right to inspect station assets. If the parties are unable to close because of any fault of Seller or a failure to obtain FCC approval that results from any failure, breach or lack of qualification on the part of Seller, Purchaser shall be entitled to a full refund of the escrowed funds. If the parties are unable to close because of any fault of Purchaser or a failure to obtain FCC approval that results from any failure, breach or lack of qualification on the part of Purchaser, Seller shall be entitled to retain the escrowed funds.

2.3. Time of Closing.

(a) The closing (the "**Closing**") for the sale and purchase of the Purchased Assets shall be held at 1717 Arch Street, Suite 3838, Philadelphia, PA 19103 (or such other place as may be mutually agreed upon by the parties in writing). The Closing shall occur on such date (the "**Closing Date**") that is within five (5) business days after the date on which the FCC has granted its initial consent to the transfer of the FCC Licenses from Seller to Purchaser related to the Station.

(b) In order to consummate the transfer of the Purchased Assets, Seller and Purchaser agree to file, within three (3) business days of the date hereof, an application (the "**FCC Application**") requesting FCC consent to the assignment of the FCC Licenses from Seller to Purchaser. The parties agree that the FCC Application will be prosecuted with reasonable best efforts, in good faith and with due diligence. The parties agree to use their reasonable best efforts to file additional information or amendments requested by the FCC orally or in writing within five business days after such request and, in any event, to commence preparation of such additional information or amendments immediately upon request and to complete and file the same with the FCC as rapidly as practical. Buyer and Seller each shall oppose any petitions to deny or other objections filed with respect to the FCC Application to the extent such petition or objection relates to such party. Each party will be solely responsible for the expenses incurred by it in the preparation, filing and prosecution of the FCC Application (it being understood that the parties will bear equally the FCC filing fee payable in connection with the FCC Application).

(c) As used herein, the term "**FCC Consent**" shall mean that the FCC (or the staff of the FCC's Media Bureau pursuant to delegated authority) has given its (initial/final) consent, without any condition materially adverse to Purchaser or Seller, to the assignment of the FCC Licenses.

2.4. Closing Procedure. At the Closing, Seller shall deliver to Purchaser such bills of sale, deeds, instruments of assignment, transfer and conveyance documents and other similar documents as Purchaser shall reasonably request in a form reasonably acceptable to both Seller and Purchaser and Purchaser shall deliver to Seller the Note and Security Documents. Each party will cause to be prepared, executed and delivered all other documents required to be delivered by such party pursuant to this Agreement. All actions taken at the Closing shall be deemed to have been taken simultaneously at the time the last of any such actions is taken or completed.

### 3. REPRESENTATIONS AND WARRANTIES OF SELLER.

Seller hereby represents and warrants to Purchaser, as follows:

3.1. Organization; Good Standing. Each of Marconi and License Sub is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Delaware. Seller has all requisite power and authority to own and lease its properties and carry on its business as currently conducted.

3.2. Due Authorization. Subject to the FCC Consent, Seller has full power and authority to enter into and perform this Agreement and to carry out the transactions contemplated hereby. Seller has taken all necessary corporate action to approve the execution and delivery of this Agreement and the transactions contemplated hereby. This Agreement constitutes the legal, valid and binding obligation of Seller, enforceable against it in accordance with its terms, except as may be limited by the availability of equitable remedies or by applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally.

3.3. Execution and Delivery. Neither the execution and delivery by Seller of this Agreement nor the consummation by Seller of the transactions contemplated hereby will: (i) conflict with or result in a breach of any provisions of Seller's organizational documents; (ii) subject to the FCC Consent, violate any Law or Order of any court or Governmental Entity, which violation, either individually or in the aggregate, might reasonably be expected to have a Material Adverse Effect on Purchaser's ownership of the Purchased Assets; (iii) except for the required Third Party Consents as set forth on Schedule 3.14, violate or conflict with or constitute a default under (or give rise to any right of termination, cancellation or acceleration under), or result in the creation of any Lien on any of the Purchased Assets pursuant to, any material agreement, indenture, mortgage or other instrument to which Seller is a party or by which it or its assets may be bound or affected; or (iv) subject to the FCC Consent, detrimentally affect or violate the terms or conditions of, or result in or provide a basis for adverse action by the FCC in connection with, the FCC Licenses.

3.4. Governmental Consents. No approval, authorization, consent, order or other action of, or filing with, any Governmental Entity is required in connection with the execution and delivery by Seller of this Agreement or the consummation by Seller of the transactions contemplated hereby, other than that of the FCC.

3.5. Title to Purchased Assets. On the Closing Date and subject to the Third Party Consents, Seller shall have valid title, leasehold interest or other valid right, as applicable and to the extent reasonably necessary to operate the Station, to all the Purchased Assets, free and clear

of all Liens (other than Permitted Liens) unless otherwise herein noted. Except for approval of the assignment of the FCC Licenses by the FCC, the Third Party Consents and Permitted Liens none of the Purchased Assets are subject to any restriction with respect to the transferability thereof. Seller has the right to sell, assign, convey and deliver the Purchased Assets to Purchaser as contemplated hereby.

3.6. Transmitter Site. As of the Closing and subject to the consent of the lessor, Seller will have a valid and enforceable lease interest to the Transmitter Site (free and clear of any lien of whatsoever nature).

3.7. Tangible Personal Property Assets. All material items of tangible personal property herein sold by Seller are to the best of Seller's knowledge in good condition and working order, ordinary wear and tear excepted unless specifically noted otherwise in this Agreement. See Schedule 3.7.

3.8. FCC Licenses. Schedule 1.1(a) lists and accurately describes all of the FCC Licenses necessary for the lawful ownership and operation of the Station and the conduct of their businesses, except where the failure to hold such FCC License would not have a Material Adverse Effect. Seller shall furnish to Purchaser true and accurate copies of all of the FCC Licenses prior to the execution of this Agreement. Each such FCC License is in full force and effect and is valid under applicable Laws; to the best of Seller's knowledge, the Station is being operated in compliance in all material respects with the Communications Act of 1934, as amended, and all rules, regulations and policies of the FCC; and to the best of Seller's knowledge, no event has occurred which (whether with or without notice, lapse of time or the happening or occurrence of any other event) is likely to result in the revocation or termination of any FCC License or the imposition of any restriction of such a nature as would have a Material Adverse Effect.

3.9. Reports. Seller has duly prepared and, where required, filed all reports required to be prepared or filed, as the case may be, by Law or applicable rule, regulation, order, writ or decree of any court, Governmental Entity and has made payment of all material charges and other payments, if any, shown by such reports to be due and payable. Except as set forth on Schedule 3.9, all reports required to be maintained by the Station or to be filed by Seller with the FCC with respect to the Station have been so maintained or filed, as the case may be.

3.10. Taxes. To the best of Seller's knowledge, all material tax reports and returns required to be filed on or before the execution of this Agreement by Seller relating to the Purchased Assets have been duly filed on a timely basis under the statutes, rules and regulations of each applicable jurisdiction, and Seller will file or will cause to be duly filed, all tax returns required to be filed by Seller relating to the Purchased Assets with respect to any taxable period prior to the Closing Date. All such tax reports and returns are (or will be) complete and accurate in all material respects. All personal and real property taxes shall be prorated as of the date of the Closing for the current tax year on all property being sold by Seller.

3.11. Environmental Matters. Seller represents and warrants that all activities of Seller with respect to the operation of the Station have been and are being conducted in material compliance with all Environmental Laws. As used herein, (i) the term "**Environmental Laws**"

shall mean any and all state, federal, and local statutes, regulations and ordinances relating to the protection of human health and the environment

3.12. Litigation. There is no Order and no action, suit, proceeding or investigation, judicial, administrative or otherwise that is pending or, to the best of Seller's knowledge, threatened against or affecting the Station which, if adversely determined would reasonably be expected to have a Material Adverse Effect or which challenges the validity or propriety of any of the transactions contemplated by this Agreement.

3.13. Business Records. Purchaser shall receive at Closing all business records of Seller that are part of the Purchased Assets. These shall include, but not be limited to, all records relating to the FCC, all records relating to any and all licenses required of Seller in order to operate the Station, all documents relating to the real estate being purchased as part of this transaction, and any other such records as Purchaser may determine to be necessary for the operation of the station. All other records shall remain the property of Seller. Neither party shall be responsible to the other for any royalty or other payment obligation for use of such records.

#### 4. REPRESENTATIONS AND WARRANTIES OF PURCHASER.

Purchaser hereby represents and warrants to Seller as follows:

4.1. Organization and Good Standing. Purchaser is a corporation, duly organized, validly existing and in good standing under the laws of the State of Pennsylvania, and has all requisite power and authority to own and lease its properties and carry on its business as currently conducted.

4.2. Due Authorization. Subject to the FCC Order, Purchaser has full power and authority to enter into this Agreement and the Note and Security Documents and to carry out its obligations hereunder and thereunder. The execution and delivery of this Agreement and the Note and Security Documents and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all necessary action on the part of Purchaser. This Agreement and the Note and Security Documents have been duly executed and delivered by Purchaser and constitute the legal, valid and binding obligations of Purchaser, enforceable against it in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally or general equitable principles.

4.3. Execution and Delivery. Neither the execution and delivery by Purchaser of this Agreement or the Note and Security Documents nor the consummation of the transactions contemplated hereby or thereby will: (i) conflict with or result in a breach of the articles of the Purchaser as filed with the Secretary of State of the State of Pennsylvania, the bylaws of Purchaser or any other constitutive documents; (ii) subject to the FCC Consent, violate any Law or Order of any court or Governmental Entity; or (iii) violate or conflict with or constitute a default under (or give rise to any right of termination, cancellation or acceleration under) any indenture, mortgage, lease, contract or other instrument to which Purchaser is a party or by which it is bound or affected.

4.4. Consents. No consent, approval, authorization, license, exemption of, filing or registration with any court, governmental authority, commission, board, bureau, agency or instrumentality, domestic or foreign, is required by Purchaser in connection with the execution and delivery of this Agreement or the Note and Security Documents or the consummation by Purchaser of any transaction contemplated hereby or thereby, other than the consent of the FCC. No approval, authorization or consent of any other third party is required in connection with the execution and delivery by Purchaser of this Agreement or the Note and Security Documents or the consummation of the transactions contemplated hereby or thereby, except as may have been previously obtained by Purchaser. Purchaser warrants that it is legally qualified to become a licensee of the Station and is aware of no impediment to the approval by the FCC of the assignment of the FCC License to Purchaser.

4.5. No Other Representations or Warranties. Except as expressly provided herein, Seller makes no representations or warranties with respect to the Purchased Assets or the Station. Except as expressly provided herein, Purchaser shall acquire the Purchased Assets as-is, where-is, with all faults.

## 5. CERTAIN COVENANTS AND AGREEMENTS.

### 5.1. Consummation of the Transaction.

(a) Each of Seller and Purchaser shall take all reasonable action necessary to consummate the transactions contemplated by this Agreement and will use all necessary and reasonable means at its disposal to obtain (and cooperate with the other party in obtaining) all necessary approvals of the FCC and Third Party Consents required to enable it to consummate the transactions contemplated by this Agreement. Except as otherwise provided herein, each of Seller and Purchaser acknowledges and agrees that it shall pay all costs, fees and expenses incurred by it in obtaining such necessary consents and approvals. Each party shall make all filings, applications, statements and reports to all Governmental Entities which are required to be made prior to the Closing Date by or on its behalf pursuant to any statute, rule or regulation in connection with the transactions contemplated by this Agreement, and copies of all such filings, applications, statements and reports shall be provided to the other.

5.2. Confidentiality and Public Announcements. The parties shall at all times prior to the Closing maintain confidential and not use for any purpose other than this transaction, any information relating to this Agreement, this transaction or the FCC Licenses (other than information in the public domain not as the result of a breach of this Agreement), except: (i) for disclosure to authorized representatives of a party, provided that any such person shall agree to maintain confidential any such information; (ii) as reasonably necessary to the performance of this Agreement; (iii) as authorized in writing by the non-requesting party; or (iv) to the extent that disclosure is required or, in the disclosing party's reasonable discretion, advisable by law, the order or rules and regulations of any governmental authority (including, without limitation, the Securities and Exchange Commission) or the rules and regulations of the New York Stock Exchange. Each party shall be entitled to issue a press release announcing the entering of this Agreement and the transactions contemplated hereby.

5.3. Pre-Closing Covenants. From the date hereof until the Closing or earlier termination of this Agreement without a closing, Seller covenants and agrees with Purchaser as follows:

(a) Seller shall operate the Station in the ordinary course and comply with the Communications Act, the rules and regulations of the FCC, and all material Laws and Orders. Purchaser acknowledges that the Station ceased broadcasting as of August 1, 2011;

(b) Seller shall not, without prior consent of Purchaser, create, assume or permit to exist any Lien affecting any of the Purchased Assets, without the prior consent of Purchaser;

(c) Seller shall maintain the Purchased Assets in good repair and condition, ordinary wear and tear excepted; and

(d) Seller shall not directly or indirectly (through a representative or otherwise) solicit or furnish any information to any prospective buyer, commence, or conduct presently ongoing, discussions or negotiations with any other party or enter into any agreement with any other party concerning the sale of the Station or the Purchased Assets or any part thereof.

5.4. Update of Schedules. From time to time after the execution of this Agreement and prior to the Closing, Seller will use reasonable best efforts to promptly supplement or amend the Schedules delivered in connection herewith with respect to any matter which exists or occurs after the date of this Agreement and which, if existing or occurring at or prior to the date of this Agreement, would have been required to be set forth or described in the Schedules or which is necessary to correct any information therein, and Purchaser shall be bound to the terms of any changed Schedules in the absence of a material adverse change reflected in an update to the Schedules or, in any case, should Purchaser elect to proceed with Closing.

## 6. CONDITIONS TO PURCHASER'S CLOSING.

All obligations of Purchaser under this Agreement shall be subject to the fulfillment at or prior to the Closing of the following conditions, it being understood that Purchaser may, in its sole discretion, waive any or all of such conditions in whole or in part:

6.1. Representations, Etc. Seller shall have performed in all material respects the covenants and agreements contained in this Agreement that are to be performed by it at or prior to the Closing. The representations and warranties of Seller contained in this Agreement shall be true and correct as of the Closing Date with the same effect as though made at such time (except as contemplated or permitted by this Agreement), except where the failure of such representations and warranties to be true and correct would not, individually or in the aggregate, have a Material Adverse Effect.

6.2. FCC Consent. The FCC Consent shall have been granted.

6.3. No Injunctions. No order or temporary, preliminary or permanent injunction or restraining order shall have been entered which would have the effect of (i) making any of the



transactions contemplated hereby illegal or (ii) materially adversely affecting the value of the Purchased Assets.

6.4. Third Party Consents. Seller will have obtained all material Third Party Consents listed on Schedule 3.14 hereto.

6.5. Material Adverse Effect. No Material Adverse Effect shall have occurred since the date of this Agreement.

6.6. Closing Deliveries. Purchaser shall have received each of the material documents or items required to be delivered to it pursuant to Section 8.1 hereof.

6.7. Changes to Schedules. There shall have been no material changes to the Schedules attached hereto.

7. CONDITIONS TO SELLER'S CLOSING.

All obligations of Seller under this Agreement shall be subject to the fulfillment at or prior to the Closing of the following conditions, it being understood that Seller may, in its sole discretion, waive any or all of such conditions in whole or in part:

7.1. Representations. Purchaser shall have performed in all material respects the covenants and agreements contained in this Agreement that are to be performed by Purchaser as of the Closing, and the representations and warranties of Purchaser contained in this Agreement shall be true and correct in all material respects as of the Closing Date with the same effect as though made at such time (except as contemplated or permitted by this Agreement).

7.2. FCC Consent. The FCC Consent shall have been granted.

7.3. No Injunctions. No order or temporary, preliminary or permanent injunction or restraining order shall have been entered which would have the effect of (i) making any of the transactions contemplated hereby illegal or (ii) materially adversely affecting the value of the Purchased Assets.

7.4. Third Party Consents. All Third Party Consents shall have been obtained.

7.5. Closing Deliveries. Seller shall have received each of the documents or items required to be delivered to it pursuant to Section 8.2.

8. DOCUMENTS TO BE DELIVERED AT OR PRIOR TO THE CLOSING.

8.1. To Purchaser. At the Closing, there shall be delivered to Purchaser:

(a) The bills of sale, agreements of assignment, assignment of FCC Licenses and similar instruments of transfer of the Purchased Assets to Purchaser.

(b) The portion of the Business Records that Purchaser shall require for the operation of its business.

(c) The Third Party Consents, which Seller shall have obtained as of the Closing Date.

(d) All other documents reasonably required to effectuate the transactions contemplated hereby as Purchaser may reasonably request.

8.2. To Seller. At the Closing, there shall be delivered to Seller:

(a) The Purchase Price (as adjusted) contemplated by Section 2.1 hereof, in the form of wire transfer or cashier's or certified check as Seller may direct.

(b) The Note and Security Documents.

(c) All other documents to effectuate the transactions contemplated hereby as Seller may reasonably request.

9. SURVIVAL.

All representations, warranties, covenants and agreements made by any party to this Agreement or pursuant hereto shall be deemed to be material and to have been relied upon by the parties hereto and shall survive the Closing for a period of 365 days after the applicable statute of limitations, as the same may be waived or extended; provided, further, that if any claim has been asserted in reasonable detail in accordance with Section 10 below prior to the expiration of the applicable survival period, such claim will not be extinguished by the occurrence of such expiration and will survive until the final resolution thereof. The representations and warranties hereunder shall not be affected or diminished by any investigation at any time by or on behalf of the party for whose benefit such representations and warranties were made. No representation or warranty contained herein shall be deemed to be made at any time after the Closing Date.

10. INDEMNIFICATION OF PURCHASER.

From and after the Closing and subject to the limitations set forth in Sections 9 and 12, Seller shall indemnify and hold Purchaser harmless from, against, for and in respect of:

(a) any and all damages, costs, losses, expenses, settlement payments, obligations, liabilities, claims, actions or causes of action (collectively "**Damages**"), suffered, sustained, incurred or required to be paid by Purchaser because of the breach of any written representation, warranty, agreement or covenant of Seller contained in this Agreement;

(b) any and all Damages arising out of the ownership and operation of the Station at all times prior to the Closing Date (other than with respect to the Assumed Liabilities); and

(c) any and all Damages arising out of the excluded assets referred to in Section 1.2 above or out of any Liabilities of Seller that are not Assumed Liabilities; and

Notwithstanding the foregoing, Seller shall have no Liability hereunder with respect to any breach or any Damages resulting from or arising in connection with any act or omission of Purchaser in connection with the LMA.

11. INDEMNIFICATION OF SELLER.

From and after the Closing and subject to the limitations set forth in Sections 9 and 12, Purchaser shall indemnify and hold Seller harmless from, against, for and in respect of:

(a) any and all Damages suffered, sustained, incurred or required to be paid by Seller because of the breach of any written representation, warranty, agreement or covenant of Purchaser contained in this Agreement or any document or certificate executed and delivered by Purchaser pursuant to this Agreement;

(b) any and all Damages arising out of the ownership and operation of the Station on and after the Closing Date; and

(c) any and all Damages arising in connection with any act or omission of Purchaser in connection with the LMA.

12. GENERAL RULES REGARDING INDEMNIFICATION.

The obligations and liabilities of each indemnifying party hereunder with respect to claims resulting from the assertion of liability by the other party or indemnified third parties shall be subject to the following terms and conditions:

(a) Seller shall not be liable for any Damages hereunder unless and until the aggregate amount of Damages incurred by Purchaser exceeds \$47,500 and thereafter shall be liable only for such excess.

(b) The aggregate amount of Seller's liability for Damages under this Agreement shall in no event exceed \$150,000.

(c) The indemnification provisions of this Agreement shall be the exclusive remedy of Purchaser and Seller for any breach of this Agreement by the other party or any Damages related thereto.

(d) The indemnified party shall give prompt written notice (which in no event shall exceed thirty (30) days from the date on which the indemnified party first became aware of such claim or assertion) to the indemnifying party of any claim which might give rise to a claim by the indemnified party against the indemnifying party based on the indemnity agreements contained in Section 10 or 11 hereof, stating the nature and basis of said claims and the amounts thereof, to the extent known.

(e) If any action, suit or proceeding is brought against the indemnified party with respect to which the indemnifying party may have liability under the indemnity agreements contained in Section 10 or 11 hereof, the action, suit or proceeding shall, upon the written acknowledgment by the indemnifying party that it is obligated to indemnify under such indemnity agreement, be defended (including all proceedings on appeal or for review) by the indemnifying party with counsel selected by the indemnifying party; provided that the indemnified party also shall have the right to employ its own counsel in any such case at the indemnified party's sole cost and expense. The indemnified party shall be kept fully informed of

such action, suit or proceeding at all stages thereof whether or not it is represented by separate counsel.

(f) The indemnified party shall make available to the indemnifying party and its attorneys and accountants all books and records of the indemnified party relating to such proceedings or litigation and the parties hereto agree to render to each other such assistance as they may reasonably require of each other in order to ensure the proper and adequate defense of any such action, suit or proceeding.

(g) The indemnified party shall not make any settlement of any claims without the written consent of the indemnifying party, which consent shall not be unreasonably withheld or delayed.

(h) If any claims are made by third parties against an indemnified party for which an indemnifying party would be liable, and it appears likely that such claims might also be covered by the indemnified party's insurance policies, the indemnified party shall make a timely claim under such policies and to the extent that such party obtains any recovery from such insurance, such recovery shall be offset against any sums due from an indemnifying party (or shall be repaid by the indemnified party to the extent that an indemnifying party has already paid any such amounts). The parties acknowledge, however, that if an indemnified party is self-insured as to any matters, either directly or through an insurer which assesses retroactive premiums based on loss experience, then to the extent that the indemnified party bears the economic burden of any claims through self-insurance or retroactive premiums or insurance ratings, the indemnifying party's obligation shall only be reduced by any insurance recovery in excess of the amount paid or to be paid by the indemnified party in insurance premiums.

### 13. TERMINATION.

13.1. Termination. This Agreement may be terminated by the mutual written consent of Purchaser and Seller, or, if the terminating party is not then in material breach of its obligations hereunder, upon written notice as follows:

(a) by Purchaser if Seller is in material breach of its obligations hereunder, such that the conditions set forth in Section 6.1 would not be satisfied as of the Closing, and such breach has not been cured by Seller within fifteen (15) business days of written notice of such breach;

(b) by Seller if Purchaser is in material breach of its obligations hereunder, such that the conditions set forth in Section 7.1 would not be satisfied as of the Closing, and such breach has not been cured by Purchaser within fifteen (15) business days of written notice of such breach;

(c) by either Purchaser or Seller if the FCC Application is denied or designated for hearing; or

(d) by either Purchaser or Seller if the Closing has not occurred on or before the date which is Six (6) Months after the date hereof (the "***Outside Date***"); provided, however, that the failure of the Closing to have occurred on or before the Outside Date shall not be

attributable to the breach of this Agreement by the party seeking termination pursuant to this Section 13.1(d).

(e) In the event of termination of this Agreement by either Purchaser or Seller, the Earnest Money and any accrued interest shall be returned as set forth in Section 2.2.

13.2. Effect of Termination. In the event of termination of this Agreement pursuant to Section 13.1 above, all rights and obligations of the parties under this Agreement shall terminate without any liability of either party to the other except as otherwise provided herein.

14. RISK OF LOSS.

Seller shall bear the risk of all damage to, loss of or destruction of any of the Purchased Assets between the date of this Agreement and the Closing Date. If any material portion of the Purchased Assets (other than items that are obsolete and not necessary for the continued operations of the Station) shall suffer any material damage or destruction prior to the Closing Date, Seller shall promptly notify Purchaser in writing of such damage or destruction, shall promptly take all necessary steps to restore, repair or replace such assets at its sole expense, and shall advise Purchaser in writing of the estimated cost to complete such restoration, repair or replacement and all amounts actually paid as of the date of the estimate. If any such assets cannot be repaired or replaced to the satisfaction of Purchaser prior to the Closing, Purchaser may, in its discretion, terminate this Agreement immediately upon written notice to Seller. If the cost of repair or replacement of any material damage or destruction should exceed the sum of Forty-Seven Thousand Five Hundred Dollars (\$47,500), Seller, at its discretion, may terminate the contract and authorize the full return to Purchaser of the escrowed funds.

15. SPECIFIC PERFORMANCE.

The parties acknowledge that the Purchased Assets and the transactions contemplated hereby are unique, that a failure by a party to complete such transactions will cause irreparable injury to the other party, and that actual damages for any such failure may be difficult to ascertain and may be inadequate. Consequently, the parties agree that both Purchaser and Seller shall be entitled, in the event of a failure by the other party to complete such transactions, to specific performance of any of the provisions of this Agreement in addition to any other legal or equitable remedies to which such party may otherwise be entitled. If any action is brought by a party against the other for failure by such party to complete such transactions, the party will waive the defense that there is an adequate remedy at law.

16. MISCELLANEOUS PROVISIONS.

16.1. Expenses. Except as otherwise expressly provided herein, each party shall pay the fees and expenses incurred by it in connection with the transactions contemplated by this Agreement.

16.2. Prorations. All items of income and expense arising from the operation of the Station or the ownership and leasing of the Purchased Assets for periods on or before the close of business on the Closing Date shall be for the account of Seller and thereafter shall be for the account of Purchaser. Proration of the items described below between Seller and Purchaser shall be effective as of 11:59 p.m., local time, on such date and shall occur as follows with respect to

those rights, liabilities and obligations of Seller transferred to and assumed by Purchaser hereunder.

(a) Liability for state and local taxes assessed on the Purchased Assets payable with respect to the tax year in which the Closing Date falls and the annual FCC regulatory fee for the Station payable with respect to the fiscal year in which the Closing Date falls shall each be prorated as between Seller and Purchaser on the basis of the number of days of the tax or fiscal year, as the case may be, elapsed to and including the Closing Date.

(b) Prepaid items, deposits, credits and accruals such as water, electricity, telephone, other utility and service charges, lease expenses, license fees (if any) and payments under any contracts or utility services to be assumed by Purchaser shall be prorated between Seller and Purchaser on the basis of the period of time to which such liabilities, prepaid items and accruals apply. All prorations shall be made and paid insofar as feasible on the Closing Date; any prorations not made on such date shall be made as soon as practicable (not to exceed ninety (90) days) thereafter. Seller and Purchaser agree to assume, pay and perform all costs, liabilities and expenses allocated to each of them pursuant to this Section 16.2.

16.3. Amendment. This Agreement may be amended at any time but only by an instrument in writing signed by the parties hereto.

16.4. Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if mailed by certified mail, return receipt requested, or by nationally recognized "next-day" delivery service, to the parties at the addresses set forth below (or at such other address for a party as shall be specified by like notice), or sent by facsimile to the number set forth below (or such other number for a party as shall be specified by proper notice hereunder):

If to Purchaser:

Kenneth I. Trujillo  
Trujillo Rodriguez & Richards, LLC  
1717 Arch Street  
Suite 3838  
Philadelphia, PA 19103

If to Seller:

Marconi Broadcasting Company, LLC  
c/o ELB Capital Management LLC  
4000 Chemical Road Suite 401  
Plymouth Meeting, PA 19462

16.5. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party; provided that either party may assign this Agreement to their Affiliates without consent. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs and permitted assigns.

16.6. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

16.7. Headings. The headings of the Sections of this Agreement are inserted for convenience only and shall not constitute a part hereof.

16.8. Entire Agreement. This Agreement and the documents referred to herein contain the entire understanding of the parties hereto in respect of the subject matter contained herein. There are no restrictions, promises, warranties, conveyances or undertakings other than those expressly set forth herein. This Agreement supersedes any prior agreements and understandings between the parties with respect to the subject matter.

16.9. Waiver. No attempted waiver of compliance with any provision or condition hereof, or consent pursuant to this Agreement, will be effective unless evidenced by an instrument in writing by the party against whom the enforcement of any such waiver or consent is sought.

16.10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to the conflicts of laws principles thereof.

16.11. Certain Definitions. Unless otherwise stated in this Agreement, the following terms when used herein shall have the meanings assigned to them below (such meanings to be equally applicable to both the singular and plural forms of the terms defined).

“Affiliates” of a party shall mean persons or entities that directly, or indirectly through one or more intermediaries, control or are controlled by, or are under common control with, such party.

“Governmental Entity” shall mean any court, arbitrator, department, commission, board, bureau, agency, authority, instrumentality or other body, whether federal, state, municipal, foreign or other.

“Law” shall mean any statute, law, ordinance, rule or regulation.

“Liability” shall mean and include any direct or indirect indebtedness, guaranty, endorsement, claim, loss, damage, deficiency, cost, expense, obligation or responsibility, fixed or unfixed, known or unknown, asserted or unasserted, liquidated or unliquidated, secured or unsecured.

“Liens” shall mean, statutory or otherwise, security interests, claims, pledges, licenses, equities, options, conditional sales contracts, assessments, levies, charges or encumbrances of any nature whatsoever.

“Material Adverse Effect” or “material adverse effect” shall mean a material adverse effect on the Purchased Assets but shall specifically exclude any material adverse effect caused by (a) factors affecting the radio industry generally or the market in which the Station operates; (b) general, national, regional or local economic or financial conditions; (c) new

governmental or legislative laws, rules or regulations; or (d) the failure to achieve any financial or operational targets, projections or milestones set forth in any Seller business plan or budget.

“Order” shall mean any order, writ, injunction, judgment, plan or decree of any Governmental Entity.

“Permitted Liens” shall mean (a) Liens for taxes not yet due and payable, or (b) Liens for which a proration adjustment is made pursuant to Section 16.2 of this Agreement.

16.12. Intended Beneficiaries. The rights and obligations contained in this Agreement are hereby declared by the parties hereto to have been provided expressly for the exclusive benefit of such entities as set forth herein and shall not benefit, and do not benefit, any unrelated third parties.

16.13. Further Assurances. From time to time, at Seller’s request and without further consideration, Purchaser shall execute and deliver to Seller, such documents, instruments and consents and take such other action as Seller may reasonably request in order to consummate more effectively the transactions contemplated hereby, to discharge the covenants of Purchaser and to assign to Purchaser the Assumed Liabilities. From time to time, at Purchaser’s request and without further consideration, Seller shall execute and deliver to Purchaser, such documents, instruments and consents and take such other action as Purchaser may reasonably request in order to consummate more effectively the transactions contemplated hereby, to discharge the covenants of Seller and to vest in Purchaser good, valid and marketable title to the Station and the Purchased Assets.


16.14. Severability. If any one or more of the provisions contained in this Agreement should be found invalid, illegal or unenforceable, in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. Any illegal or unenforceable term shall be deemed to be void and of no force and effect only to the minimum extent necessary to bring such term within the provisions of applicable law and such term, as so modified, and the balance of this Agreement shall then be fully enforceable.

16.15. Mutual Contribution. The parties to this Agreement and their counsel have mutually contributed to its drafting. Consequently, no provision of this Agreement shall be construed against any party on the ground that such party drafted the provision or caused it to be drafted or the provision contains a covenant of such party.




IN WITNESS WHEREOF, we hereunto set our hands on the date heretofore set forth.

Marconi Broadcasting Company, LLC

By:   
Name: Gregory R. Sidel  
Title: VP of Finance

Marconi Broadcasting Licenses, LLC

By:   
Name: Gregory R. Sidel  
Title: VP of Finance

Aztec Capital Partners, Inc.

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, we hereunto set our hands on the date heretofore set forth.

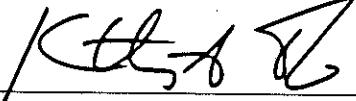
Marconi Broadcasting Company, LLC

By: \_\_\_\_\_  
Name:  
Title:

Marconi Broadcasting Licenses, LLC

By: \_\_\_\_\_  
Name:  
Title:

Aztec Capital Partners, Inc.

By:  \_\_\_\_\_  
Name: Kenneth I. Trujillo  
Title: President