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ASSET PURCHASE AGREEMENT

by and among

GREATER MEDIA RADIO, INC.  
GREATER MEDIA, INC.,  
as Buyers

and

NEW JERSEY BROADCASTING PARTNERS, L.P.  
NEW JERSEY AM RADIO, L.P.  
NORTHERN NEW JERSEY RADIO LIMITED PARTNERSHIP  
HIGH MOUNTAIN TOWER, INC.  
NNJR, LLC  
NEW JERSEY BROADCASTING, INC.,  
as Sellers

May 8, 2001

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## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (“Agreement”), made and entered into effective as of May 8, 2001, by and between GREATER MEDIA RADIO, INC., a Delaware corporation, GREATER MEDIA, INC., a Delaware corporation (collectively, “Buyer”), and NEW JERSEY BROADCASTING PARTNERS, L.P., a New Jersey limited partnership (“NJBP”), NEW JERSEY AM RADIO, L.P., a New Jersey limited partnership (“NJAM”), NORTHERN NEW JERSEY RADIO LIMITED PARTNERSHIP, a New Jersey limited partnership (“NNJR”), HIGH MOUNTAIN TOWER, INC., a New Jersey corporation (“HMT”), NNJR, LLC, a New Jersey limited liability company (“NNJR, LLC”), and NEW JERSEY BROADCASTING, INC., a Delaware corporation (“NJBI”) (each, a “Seller” and, collectively, “Sellers”).

### RECITALS:

WHEREAS, (i) NNJR is the licensee of radio station WDHA-FM, which is licensed to operate on 105.5 MHz, in Dover, New Jersey (“WDHA-FM”), and of radio station WMTR (AM), which is licensed to operate on 1250 kHz in Morristown, New Jersey (“WMTR (AM)”), (ii) NJBP is the licensee of radio station WRAT-FM, which is licensed to operate on 95.9 MHz in Point Pleasant, New Jersey (“WRAT-FM”), (iii) NJAM is the licensee of radio station WWTR (AM), which is licensed to operate on 1170 kHz in Bridgewater, New Jersey (“WWTR (AM)”) (each, a “Station” and, collectively, the “Stations”), (iv) HMT owns the tower upon which the antenna for WDHA-FM is located (the “WDHA-FM Tower”), (v) NNJR, LLC owns certain real property, and (vi) NJBI owns one hundred percent (100%) of the issued and outstanding equity securities of HMT (the “HMT Shares”);

WHEREAS, Buyer desires to acquire from Sellers, and Sellers desire to sell to Buyer, substantially all of the assets that are used or held for use in the ownership, business or operations of the Stations, including, without limitation, the licenses and other authorizations issued by the Federal Communications Commission (“FCC”) for the operation of the Stations;

WHEREAS, Buyer desires to acquire the HMT Shares from NJBI, and NJBI desires to sell the HMT Shares to Buyer;

WHEREAS, the FCC Licenses (as defined herein) held by Sellers may only be assigned to Buyer with the prior consent of the FCC; and

WHEREAS, Buyer and Sellers are entering into a Time Brokerage Agreement, dated as of the date hereof, with respect to the Stations that will become effective as provided therein.

NOW, THEREFORE, in consideration of the mutual premises and covenants herein contained, the parties, intending to be legally bound, agree as follows:

## SECTION 1

### DEFINITIONS

Unless otherwise stated in this Agreement, the following terms shall have the following meanings:

“Affiliate” shall mean a Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the Person specified.

“Annual Bonus Program” shall mean that certain annual bonus arrangement for certain of Sellers’ key management employees paid for and to be paid for by the E. Burke Ross, Jr. Family Trust I described in Section 6.16(a).

“Applicable Environmental Laws” shall have the meaning set forth in Section 6.11.

“Assets” shall have the meaning set forth in Section 2.

“Assignment Application” shall mean the necessary application for FCC consent to the assignment of the FCC Licenses to Buyer.

“Assumed Contracts” shall have the meaning set forth in Section 2.3.

“Authorizations” shall have the meaning set forth in Section 2.1.

“Buyer Indemnified Liabilities” or “Buyer Indemnified Liability” shall have the meaning set forth in Section 15.2.

“Buyer Indemnified Parties” shall have the meaning set forth in Section 15.2.

“Closing” shall mean the consummation of the purchase and sale of the Assets pursuant to this Agreement in accordance with the provisions of Section 12.

“Closing Date” shall mean the date on which the Closing occurs, as determined pursuant to Section 12.1.

“Closing Time” shall mean 11:59 p.m. Eastern Standard Time on the Closing Date.

“Code” shall mean the Internal Revenue Code of 1986, as amended, and the regulations thereunder, or any subsequent legislative enactment thereof, as in effect from time to time.

“Communications Act” shall mean the Communications Act of 1934, as amended, and the rules and regulations issued thereunder and the actions and decisions of the FCC.

“Compensation Arrangement” shall mean any plan or compensation arrangement other than an Employee Plan or a Multiemployer Plan, whether written or unwritten, which provides to employees or former employees of Sellers, or any of them, the Stations, or any of them, or any entity involved in the operation of the Stations related to Sellers or the Stations, any compensation or other benefits, whether deferred or not, including, but not limited to, any bonus or incentive plan, stock rights plan, deferred compensation arrangement, stock purchase plan, severance pay plan and any other employee fringe benefit plan.

“Contract” shall mean any written or oral contract, lease, license, instrument, agreement, collective bargaining agreement, understanding, option, purchase order, employment agreement or other commitment that is binding on any Person or its property under applicable law.

“Employee Plan” shall mean any pension, retirement, profit-sharing, deferred compensation, vacation, severance, bonus, incentive, medical, vision, dental, disability, life insurance or any other employee benefit plan as defined in Section (3) of ERISA (other than a Multiemployer Plan) to which Sellers, or any of them, or any entity involved in the operation of the Stations related to Sellers (under the terms of Sections 414(b), (c), (m) or (o) of the Code) contributes or which Sellers, or any of them, or any entity related to Sellers (under the terms of Sections 414(b), (c), (m), or (o) of the Code) has sponsored, maintained or otherwise been bound during the past six ye ars.

“ERISA” shall mean the Employee Retirement Income Security Act of 1974, as amended, and the regulations thereunder.

“Escrow Agent” shall mean Schenck, Price, Smith & King, LLP.

“Escrow Agreement” shall mean the Escrow Agreement, dated as of the date hereof, among Sellers, Buyer and the Escrow Agent.

“Escrow Deposit” shall have the meaning set forth in Section 5.2(a).

“Excluded Assets” shall have the meaning set forth in Section 3.

“FCC” shall have the meaning set forth in the Recitals hereto.

“FCC Licenses” shall mean all of the licenses, grants, permits, waivers, and other authorizations, including the broadcast licenses, auxiliary broadcast service licenses, and any special temporary authorizations, used or held for use in connection with the business and operation of the Stations, issued by the FCC to Sellers, and any pending applications therefor, together with any additions thereto between the date of this Agreement and the Closing Date that are permitted by the terms of this Agreement.

“Financial Statements” shall mean (a) the audited balance sheets of the Stations as of December 31, 2000, and December 31, 1999, and the related statements of income and cash flows for the fiscal years then ended, and (b) the unaudited monthly balance sheets and related statements of income and cash flows for the months January through March 2001.

“Hazardous Substances” shall have the meaning set forth in Section 6.11.

“HMT Shares” shall have the meaning set forth in the Recitals hereto.

“HSRA” shall mean the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the regulations adopted thereunder.

“Indemnified Party” shall have the meaning set forth in Section 15.5(a).

“Indemnifying Party” shall have the meaning set forth in Section 15.5(a).

“Intellectual Property” shall have the meaning set forth in Section 2.4.

“ISRA” shall mean the New Jersey Industrial Site Recovery Act, N.J.S.A. 13:IK-6 et seq. and the regulations promulgated thereunder.

“Judgment” shall have the meaning set forth in Section 6.6.

“Leases” shall have the meaning set forth in Section 6.13(b).

“Lien” shall mean any security interest, security agreement, financing statement filed with any governmental authority, conditional sale or other title retention agreement, any lease, consignment or bailment given for purposes of security, any mortgage, lien, indenture, pledge, option, encumbrance, adverse interest or claim, constructive trust or other trust, claim, attachment, exception to, defect in, or other condition adversely affecting title or other ownership interest

(including but not limited to reservations, rights of entry, possibilities of reverter, encroachments, protrusions, easements, rights-of-way, rights of first refusal, restrictive covenants, leases and licenses) of any kind, which constitutes an interest in or claim against property.

“Lien Searches” shall have the meaning set forth in Section 8.4(a).

“Litigation” shall have the meaning set forth in Section 6.6.

“Multiemployer Plan” shall mean a plan, as defined in ERISA Section 3 (37) or 4001(a)(3), to which Sellers, or any of them, or any trade or business which would be considered a single employer with Sellers under Section 4001(b)(1) of ERISA contributes or is required to contribute.

“Owned Real Property” shall have the meaning set forth in Section 6.13(a).

“Permitted Liens” shall mean any (a) Lien securing Taxes not yet due and payable or (b) as to Real Property only, any Lien or zoning law or ordinance that does not individually or in the aggregate adversely affect the value of any of the Real Property, interfere with the right or ability to own, use or operate any of the Real Property, or to convey good, marketable, indefeasible, fee simple title (or in the case of leased Real Property, valid and enforceable leasehold interests).

“Person” shall mean an individual, corporation, partnership, limited liability company, association, trust or other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

“Personal Tangible Assets” shall have the meaning set forth in Section 2.2.

“Pre-Closing Period” shall mean any taxable period (or a portion thereof) ending on or prior to the Closing Date. Taxes with respect to any period that begins on or before and ends after the Closing Date shall be allocated to a Pre-Closing Period (i) on a per diem basis in the case of real and personal property Taxes, and (ii) on the basis of an interim closing of the books on the Closing Date in the case of all other Taxes.

“Purchase Price” shall have the meaning set forth in Section 5.1.

“Real Property” shall mean all fee interests in real property and all of the buildings, fixtures and other improvements thereon, leasehold and subleaseholds, purchase options, easements, licenses, rights to access, rights-of-way and other real property interests that are owned by Sellers or any Affiliate of Sellers and

used or held for use in the business or operations of the Stations, plus such additions to any of the foregoing between the date of this Agreement and the Closing Date that are permitted by the terms of this Agreement.

“Release” shall have the meaning set forth in Section 6.11.

“Retained Liabilities and Obligations” shall have the meaning set forth in Section 4.

“Seller Indemnified Liabilities” or “Seller Indemnified Liability” shall have the meaning set forth in Section 15.3.

“Seller Indemnified Parties” shall have the meaning set forth in Section 15.3.

“Shadow Equity Bonus Program” shall mean that certain bonus arrangement payable to certain of Sellers’ key management employees by the E. Burke Ross, Jr. Family Trust I for defined increases in the values of the Stations described in Section 6.16(a).

“Tax” shall mean any tax, duty or other governmental charge of whatever nature or assessment or deficiencies thereof (including all interest and penalties thereon and additions thereto whether disputed or not).

“Tax Return” shall mean any return, report, declaration, form, claim for refund or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

“Threshold Amount” shall have the meaning set forth in Section 15.6.

“Time Brokerage Agreement” shall mean the Time Brokerage Agreement, dated as of the date hereof, between Buyer and Sellers.

“Title Company” shall have the meaning set forth in Section 10.9.

“Transferred Employees” shall have the meaning set forth in Section 8.7(a).

“WDHA-FM Tower” shall have the meaning set forth in the Recitals hereto.

“WJRZ-FM” shall mean radio station WJRZ-FM, which is operated on 100.1 MHz, in Manahawkin, New Jersey.

“WRAT-FM” shall have the meaning set forth in the Recitals hereto.

## SECTION 2

### ASSETS TO BE CONVEYED

Subject to the terms and conditions contained in this Agreement, on the Closing Date, Sellers will sell, assign, convey, transfer and deliver to Buyer, and Buyer shall purchase, all of Sellers’ tangible and intangible assets, real, personal or mixed, used or held for use in connection with the conduct of the business or operations of the Stations (collectively, the “Assets”), free and clear of all Liens (except for the Excluded Assets), including, without limitation, the following:

2.1 Authorizations. All of Sellers’ rights and interests in the FCC Licenses and any other permits, applications, permissions, authorizations or approvals issued to Sellers by the FCC or any other governmental or quasi-governmental authority used in, held for use in or necessary for the conduct of the Stations’ respective business or in the operation of the Stations (collectively, the “Authorizations”), including, without limitation, those set forth on Schedule 2.1;

2.2 Personal Tangible Assets. All of Sellers’ right, title and interest in and to the fixed and tangible personal property, physical assets and equipment (including towers, antennae, transmitters, receivers, transformers, recording equipment, studio equipment and test equipment) and related assets, including, without limitation, those identified on Schedule 2.2 hereto, used or held for use in the operation of the Stations, together with any replacements therefor, or additions thereto (collectively, the “Personal Tangible Assets”);

2.3 Assumed Contracts. All of Sellers’ right, title and interest in and to all Contracts, including, but not limited to, Contracts for the sale of broadcast time, relating to the conduct of the Stations’ respective businesses or the operations of the Stations listed on Schedule 2.3, and including all warranties with respect to the Personal Tangible Assets to the extent assignable (collectively, the “Assumed Contracts”), but excluding any (i) Contracts relating to the Excluded Assets, (ii) as indicated on Schedule 2.3, Contracts Buyer and Sellers agree that Buyer will not assume, and (iii) Contracts that require the consent of any Person (other than the Buyer or the Sellers) for a valid assignment thereof to Buyer, if such consent to such assignment is not obtained on or prior to the Closing Date, *provided* that, if any such consent is not obtained on or prior to the Closing Date and the Closing takes place, at Buyer’s request, Sellers and Buyer shall (a) cooperate with each other and use their respective commercially reasonable efforts to obtain such consents after the Closing (subject to the provisos in Sections 8.2(j) and 8.4(c)), and (b) cooperate with each other to effect any reasonable arrangement designed

to provide to Buyer the benefit of, and to permit it to assume the liabilities and obligations arising after the Closing under, any such Contract;

2.4 Intellectual Property. All of Sellers' right, title and interest in and to the copyrights, trademarks, jingles, slogans, fictitious or trade names, trade dress, service marks, licenses, letters patent and patent applications, permits, telephone numbers, current call letters, domain names, websites, proprietary information, technical information, trade secrets, computer software, data and documentation, and all other similar intangible property rights and interests (and registrations and applications to register or renew the registration of any of the foregoing and goodwill associated with any of the foregoing) that relate in any way to the Stations, the Assets or the operation of the Stations that are applied for, issued to, or owned by Sellers or under which Sellers are licensed or franchised, including, without limitation, those listed on Schedule 2.4 to the extent they may be assigned to and assumed by Buyer (collectively, the "Intellectual Property");

2.5 Books, Files, Records and Logs. All books, files, records and logs relating to the conduct of the Stations' businesses and the operation of the Stations, including, without limitation, all filings with the FCC, all original executed copies, if available, or true and correct copies of all Assumed Contracts, financial records pertaining to the operation of the Stations, personnel records, advertising reports, programs, programming material and programming studies, consulting reports, and computer software, marketing data, the Stations' FCC local public files, and the books and records that pertain to the organization, existence and capitalization of HMT. For seven years following Closing, Sellers shall have reasonable access to such books, files, records and logs for inspection and duplication at Sellers' expense during normal business hours, and to the originals if required, for the purposes of bookkeeping, tax return preparation and accounting procedures, and for such other purposes as may be customary or reasonably necessary;

2.6 Real Property. All of Sellers' right, title and interest in and to the Real Property listed on Schedule 2.6;

2.7 Stock of HMT. All of Sellers' right, title and interest in and to the HMT Shares; and

2.8 Accounts Receivable. All accounts receivable relating to the operation of the Stations and the Assets other than the accounts receivable referred to as Excluded Assets in Section 3.12.

## SECTION 3

### EXCLUDED ASSETS

The Assets shall not include the following (the “Excluded Assets”):

3.1 Books and Records. Sellers’ books and records that pertain to the organization, existence or capitalization of Sellers (other than HMT) and, subject to Section 2.5, duplicate copies of records included in the Assets as are necessary to enable Sellers to file tax returns and reports and to discharge their liabilities, provided that, for seven years following Closing, Buyer shall have reasonable access to such books and records for inspection and duplication at Buyer’s expense during normal business hours, and to the originals if required, for the purposes of bookkeeping, tax return preparation and accounting procedures, and for such other purposes as may be customary or reasonably necessary.

3.2 Cash. All cash, cash equivalents or similar type investments of Sellers, such as certificates of deposit, commercial paper, Treasury bills and notes, and all other marketable securities on hand and/or in banks.

3.3 Promissory Note. The promissory note from ADEC II and all amounts due thereunder.

3.4 Non-Station Assets. Any Assets not used in connection with the Stations listed on Schedule 3.4, and all personal property owned by employees of the Station, such as mementos and the like.

3.5 WJRZ-FM Assets. Any rights held for the purchase of WJRZ-FM, 100.1 MHz, Manahawkin, New Jersey, and any rights or obligations under the time brokerage agreement, dated June 2, 2000, by and between Jersey Shore Broadcasting Corporation, the licensee of WJRZ-FM, and Central New Jersey Broadcasters, L.P.

3.6 Management Consultancy. Management consultancy arrangement with Herb McCord paid for and to be paid for by the E. Burke Ross, Jr. Family Trust I.

3.7 Claims. Any and all claims of Sellers with respect to transactions or events occurring or otherwise arising prior to Closing Date, which may arise in connection with the discharge by Sellers of Retained Liabilities and Obligations, and all claims of Sellers for Tax refunds with respect to the Pre-Closing Period.

3.8 Insurance. Any and all policies of insurance, including, without limitation, any and all rights thereunder.

3.9 Rights to Enforce Obligations. All rights of any Seller to enforce the obligations of Buyer to pay, perform or discharge the assumed liabilities under or in connection with, as well as all other rights of any Seller under or in connection with, this Agreement.

3.10 Benefit Plans. Any Employee Plan or Compensation Arrangement and any assets of any Employee Plan or Compensation Arrangement in effect as of the Closing Time.

3.11 Partner, Member and Equity Interests. All partner interests and member interests, and all other equity interests and securities, of or in any Seller, other than HMT.

3.12 Accounts Receivable. All accounts receivable arising out of or relating to the operations of the Stations by Sellers before 12:01 a.m., local time, on the effective date of the Time Brokerage Agreement.

3.13 Building Contract. The agreement to purchase a building located at 260 Chambers Bridge Road in Brick Township, New Jersey.

## SECTION 4

### ASSUMPTION OF LIABILITIES AND OBLIGATIONS

As of and subsequent to the Closing Date, Buyer shall assume and undertake to pay, discharge and perform all obligations and liabilities pertaining to the Stations, insofar as they arise from Buyer's ownership of the Assets, including the Authorizations, the Personal Tangible Assets, the Leases, the Assumed Contracts, the Intellectual Property, the Real Property, or its operation of the Stations. Buyer shall assume no other liabilities or obligations of Sellers of any nature whatsoever, and such other liabilities and obligations shall remain the sole responsibility of Sellers ("Retained Liabilities and Obligations"). Without limiting the foregoing, it is expressly agreed that the Retained Liabilities and Obligations shall include: (a) any obligations or liabilities under any Contract which is not included in the Assumed Contracts; (b) any obligations or liabilities relating to the Excluded Assets; (c) any obligations or liabilities arising under the FCC Licenses or Assumed Contracts relating to Sellers' ownership of the Assets or operation of the Stations (other than obligations or liabilities relating to the breach by Buyer or its Affiliates after the effective date of the Time Brokerage Agreement of any Assumed Contract assumed by Buyer under the Time Brokerage Agreement); (d) any obligations or liabilities relating to the breach of any Contract prior to the Closing, whether or not such breach is threatened or asserted before, on or after the Closing Date (other than obligations or liabilities relating to the breach by Buyer or its Affiliates after the effective date of the Time Brokerage Agreement of any Contract assumed by Buyer under the Time Brokerage Agreement); (e) any obligations or liabilities associated with Litigation

or Judgments relating to the ownership or operation of the Stations prior to Closing; (f) any liability or obligation for (i) Taxes imposed on or relating to the operation of the Stations or the Assets for any Pre-Closing Period; (ii) Taxes imposed on or relating to Sellers (or any other entity which is or has been affiliated with any Seller prior to Closing for purposes of any applicable Tax law) for any taxable period; or (iii) Taxes for which Buyer may be held liable as a result of any Seller having been a transferee, successor or indemnitor of any Person prior to the Closing; (g) any obligations or liabilities under any Employee Plans or Compensation Arrangements, including, but not limited to, the Annual Bonus Program and the Shadow Equity Bonus Program, or any other employee contract, management incentive, employee pension, retirement, or other benefit plan or accrued but unused vacation and sick leave; (h) all amounts due under the Assumed Contracts that are being contested by Sellers, as permitted in Section 8.2(d), including, without limitation, all interest and penalties thereon; (i) any obligations or liabilities relating to or arising out of any Real Property formerly owned or used by any Seller; and (j) any legal, accounting, transactional, consultant, brokerage or other expense relating to the negotiation and consummation of the transactions contemplated hereby by or on behalf of any Seller.

## SECTION 5

### PURCHASE PRICE AND METHOD OF PAYMENT

5.1 Purchase Price. The aggregate purchase price (the “Purchase Price”) to be paid to Sellers by Buyer for the transactions contemplated by this Agreement shall be \$79,680,000, provided that the Purchase Price shall be increased by \$20,000 if, prior to the Closing Date, Sellers deliver to Buyer a legally binding agreement with a third party which is reasonably acceptable to Buyer and which commits the third party to eliminate the overstress conditions currently existing at the WRAT-FM tower in South Belmar, New Jersey.

5.2 Method of Payment. The Purchase Price shall be paid by Buyer to Sellers as follows:

(a) On the date hereof, Buyer shall deposit a total of \$8,000,000 (the “Escrow Deposit”), in cash in an escrow account with Escrow Agent to be held and distributed pursuant to the Escrow Agreement. The Escrow Deposit when delivered to the Sellers shall constitute a portion of the Purchase Price at Closing.

(b) On the Closing Date, Buyer shall join with Sellers in delivering instructions to the Escrow Agent to deliver the Escrow Deposit to Sellers and pay to Sellers the remainder of the Purchase Price, by wire transfer of immediately available funds to an account designated by Sellers in wire transfer instructions that Sellers shall deliver to Buyer at least two business days prior to the Closing Date.

5.3 Allocation of Purchase Price. Sellers and Buyer agree that the Purchase Price shall be allocated among the classes of Assets as shall be mutually agreed upon by the parties. Sellers and Buyer agree, pursuant to Section 1060 of the Code, that all Tax Returns shall be filed consistent with such allocation. Sellers and Buyer shall use good faith efforts to agree on the purchase price allocation within 10 days after the date hereof. In the event that Sellers and Buyer are unable to agree on the purchase price allocation within such 10-day period, Sellers and Buyer shall jointly designate an independent certified public accountant, who shall be knowledgeable and experienced in the operation of radio broadcasting stations of similar size and location, to determine the purchase price allocation. Such accountant's resolution of the dispute shall be final and binding on the parties.

## SECTION 6

### REPRESENTATIONS AND WARRANTIES OF SELLERS

Sellers, and each of them, represent and warrant to Buyer as follows:

6.1 Organization and Standing; Capitalization of HMT.

(a) NJBP is a limited partnership duly organized, validly existing and in good standing under the laws of the State of New Jersey and is qualified to conduct business in the State of New Jersey, and in each jurisdiction in which the property owned, leased or operated by it requires it to be so qualified, except for those states and other jurisdictions in which a failure to so qualify would not have a material adverse effect on the business of NJBP.

(b) NJAM is a limited partnership duly organized, validly existing and in good standing under the laws of the State of New Jersey and is qualified to conduct business in the State of New Jersey, and in each jurisdiction in which the property owned, leased or operated by it requires it to be so qualified, except for those states and other jurisdictions in which a failure to so qualify would not have a material adverse effect on the business of NJAM.

(c) HMT is a corporation duly organized, validly existing and in good standing under the laws of the State of New Jersey and is qualified to conduct business in

the State of New Jersey, and in each jurisdiction in which the property owned, leased or operated by it requires it to be so qualified, except for those states and other jurisdictions in which a failure to so qualify would not have a material adverse effect on the business of HMT. HMT conducts no business, and has no assets and liabilities, other than in connection with, or as related to, the WDHA-FM Tower. The authorized capital stock of HMT consists of 2,500 shares of common stock, no par value, of which the HMT Shares, consisting of 100 shares, represent 100% of the issued and outstanding shares of capital stock of HMT. The HMT Shares have been duly authorized and validly issued, are fully paid and non-assessable and are, and from the date hereof through the Closing Date, will be, owned beneficially and of record by NJBI, and as of the Closing Date will be free and clear of all Liens and restrictions on the ability of NJBI to vote or transfer such securities. There are no subscriptions, options, warrants, calls, conversions or other rights, agreements, commitments, arrangements or understandings of any kind obligating HMT, contingently or otherwise, to issue or sell, or to cause to be issued or sold, any capital stock or other equity interest of HMT, or securities convertible into or exchangeable for any capital stock or other equity interest of HMT, which are outstanding or authorized. As of the date of this Agreement, NJBI has, and at the Closing NJBI will transfer to Buyer, good and marketable title to the HMT Shares, free and clear of all Liens.

(d) NNJR is a limited partnership duly organized, validly existing and in good standing under the laws of the State of New Jersey and is qualified to conduct business in the State of New Jersey, and in each jurisdiction in which the property owned, leased or operated by it requires it to be so qualified, except for those states and other jurisdictions in which a failure to so qualify would not have a material adverse effect on the business of NNJR.

(e) NJBI is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and is qualified to conduct business in the State of New Jersey, and in each jurisdiction in which the property owned, leased or operated by it requires it to be so qualified, except for those states and other jurisdictions in which a failure to so qualify would not have a material adverse effect on the business of NJBI.

(f) Sellers, and each of them, have full power and authority to possess and operate the Assets and to carry on the business of the Stations as now being conducted. No Seller is a participant in any joint venture or partnership with any other Person or entity with respect to any part of the operations of the Stations or any of the Assets.

6.2 Authorization. Sellers have full power and authority to enter into and perform their respective obligations under this Agreement and the Time Brokerage Agreement. Sellers have taken all necessary action to duly approve the execution, delivery and performance of this Agreement and the Time Brokerage Agreement and the consummation of the transactions contemplated hereby and thereby. This Agreement and

the Time Brokerage Agreement have been duly executed and delivered by Sellers and constitute the legal, valid and binding agreements of Sellers, enforceable in accordance with their respective terms, except as the enforceability of this Agreement and the Time Brokerage Agreement may be affected by bankruptcy, insolvency, or similar laws affecting creditors' rights generally and by judicial discretion in the enforcement of equitable remedies.

6.3 FCC Licenses. Schedule 2.1 includes a true and complete list of the FCC Licenses. The FCC Licenses were validly issued with the holder designated on Schedule 2.1 being the authorized legal holder thereof. The FCC Licenses comprise all of the licenses, permits and other authorizations required from the FCC for the lawful conduct of the operation of the Stations as presently operated and are in full force and effect. Sellers know no fact that would be reasonably likely to cause the FCC Licenses not to be renewed by the FCC in the ordinary course for a full term and without any qualifications when such FCC Licenses are due for renewal. Except as may be set forth in Schedule 6.3, Sellers have received no notice of any applications, complaints, notices of violation or apparent liability, or proceedings pending before the FCC relating to the business or operations of any of the Stations other than proceedings affecting the broadcasting industry generally, nor to the best of any Seller's knowledge, are any such actions threatened. Except as set forth on Schedule 6.3, no FCC License is impaired by any act or omission of any Seller, its partners or any of their Affiliates, or the officers, employees or agents of any Seller, its partners or any of their Affiliates. The Stations are being operated in all material respects in accordance with the terms and conditions of the FCC Licenses, the Communications Act and the rules and regulations of the FCC. There are no facts which, under the Communications Act, or the rules and regulations of the FCC, would disqualify Sellers from assigning the FCC Licenses or from consummating the transactions contemplated herein or by the Time Brokerage Agreement within the times contemplated herein or therein. The Sellers maintain an appropriate public inspection file at each Station's studio in accordance with FCC rules.

6.4 Liens on and Condition of Assets.

(a) Schedule 2.2 includes a list of all material items of Personal Tangible Assets owned, leased or held by the Sellers as of the date of this Agreement and used in the conduct of the business and operation of the Stations. For this purpose, the term "material" refers to items that, if purchased as of the date of this Agreement, would have a cost in excess of \$1,000. Except as set forth on Schedule 6.4, as of the date of this Agreement, the Sellers have, and on the Closing Date the Sellers will transfer to Buyer, good and marketable title or valid leasehold interest in all Personal Tangible Assets, free and clear of all Liens (other than any Permitted Lien).

(b) Except as set forth on Schedule 2.2, the Personal Tangible Assets are adequate and suitable for the operation of the Stations as they are currently being

operated such that the Stations can operate according to the FCC Licenses and in material compliance with the rules, regulations and policies of the FCC, the Communications Act and all other applicable federal and state laws. The parties acknowledge that (1) the WMTR (AM) antenna array is operating pursuant to special temporary authority (the "STA") granted by the FCC because the parameters of operation are at variance from those licensed, as described to the FCC by Northern New Jersey Radio, L.P. in letters dated June 12, 1998, February 8, 1999, April 24, 2000, and October 23, 2000; (2) the variance in operations authorized by the STA (most recently extended through July 10, 2001 by FCC letter of January 10, 2001) and underlying deficiencies that contribute to that variance shall not be deemed to be a violation of Sellers' representations or warranties with respect to the operation of the station; and (3) Sellers shall have no responsibility for taking any action to restore operations within licensed parameters, provided that Sellers shall be responsible for maintaining continuing operating authority under the STA or other operating authority. In addition, Sellers are making no representations or warranties as to the physical condition of Tower No. 2 in the WMTR (AM) antenna array and Buyer will acquire such tower at the Closing on an "as is" basis.

6.5 Contracts and Leases. Sellers have delivered to Buyer true and complete copies of all of the Contracts listed on Schedule 2.3. Schedule 2.3 lists all executory Contracts related to the operation of the Stations or to the conduct of the Stations' respective businesses to which Sellers or any of them are a party or under which the Stations have obligations or enjoy benefits. Contracts to which Sellers are obligated or under which Sellers receive benefits that are oral or unwritten are described in writing on Schedule 2.3. The Contracts listed on Schedule 2.3 are in full force and effect and are valid, binding and enforceable by Sellers and, to the knowledge of Sellers, the other parties thereto in accordance with their terms. No event has occurred, which with notice or the lapse of time or both, would be a default thereunder. Sellers have complied in all material respects with the Contracts and are not in material default under any of the Contracts, and, to the knowledge of Sellers, no other party to any Contract is in material default thereunder, nor have Sellers granted or been granted any material waiver or forbearance with respect to any of such Contracts. Each Contract listed on Schedule 2.3 that requires a third-party consent to the assignment thereof is marked with an asterisk ("\*").

6.6 Litigation and Judgments. Except as disclosed on Schedule 6.6, (a) there is no litigation, action, suit, investigation or proceeding (other than FCC rulemaking proceedings affecting radio broadcast stations generally) ("Litigation") pending, or to the best of Sellers' knowledge, threatened, against or affecting the Assets or the Stations, or against or affecting Sellers, or any of them, which may have a material adverse effect on the Assets or the Stations taken as a whole or Sellers' ability to perform their obligations hereunder or under the Time Brokerage Agreement, before or by any court or the FCC or any other governmental authority, and (b) there is not in existence any judgment, order, writ, award, or decree of any court or other governmental authority ("Judgment")

requiring Sellers to take any action of any kind with respect to the Assets or the operation of the Stations, or by which the Assets or the Stations are bound or affected.

6.7 Absence of Restrictions; Third Party Consents. Except for the consent of the FCC, the consents required pursuant to the HSRA and ISRA, the consent of CIT Lending Corporation (which consent has been obtained by Sellers and a copy of which has been provided to Buyer) and the consents listed on Schedules 2.1 and 2.3, the execution, delivery and performance of this Agreement and the Time Brokerage Agreement and the documents contemplated hereby and thereby (with or without the giving of notice, the lapse of time, or both) by Sellers: (a) do not and will not violate any provisions of Sellers' respective governing documents; (b) do not and will not require the consent of, notice to, approval or authorization of, or declaration, filing, or registration with, any Person; (c) do not and will not conflict with, result in a breach of, constitute a default under, or violate any applicable law, judgment, order, ordinance, injunction, decree, rule, regulation or ruling of any court or governmental authority; (d) do not and will not, either alone or with the giving of notice or the passage of time, or both, conflict with, constitute grounds for termination of, result in a breach of, constitute a default under, or accelerate or permit the acceleration of any performance required by the terms of, any Contract, license or permit to which Sellers are a party or by which Sellers, the Stations, the Assets or any of them, may be bound legally; and (e) will not create any claim, liability, or Lien of any nature whatsoever upon any of the Assets.

6.8 Copyrights, Trademarks and Similar Rights. Sellers have full right and authority to use the Intellectual Property as presently used in the operation of the Stations, and except as otherwise set forth in Schedule 2.4, no person has a right to receive a royalty or similar payment with respect to the use of any Intellectual Property. Sellers have not granted to any other Person any right to use, and Sellers have no knowledge of any other Person's use of, the Intellectual Property. Except as set forth in Schedule 2.4, no notices have been received by Sellers or the Stations to the effect that Sellers' use of the Intellectual Property in connection with the conduct or operation of the Stations infringes upon or otherwise violates any rights of a third party in or to the Intellectual Property. Schedule 2.4 is a list of all material Intellectual Property that is used in, held for use in connection with or necessary for the conduct of the business or operation of the Stations or the Assets.

6.9 Compliance with Laws. Except as listed on Schedule 6.9, Sellers' ownership, leasing and use of the Assets and the conduct of the operation of the Stations do not violate in any material respect any of the FCC Licenses, or any federal, state or local law, rule, ordinance, regulation or order applicable to the Stations. Sellers have no knowledge of any basis for assertion of any violation of any of the foregoing or for any claim for compensation or damages or otherwise arising out of any violation of any of the foregoing that could reasonably be expected to result in a material adverse effect upon the Assets or Stations taken as a whole.

6.10 Insurance. Schedule 6.10 is a true and complete list of all insurance policies of Sellers that insure any part of the Assets or the business of the Stations. All policies of insurance listed on Schedule 6.10 are in full force and effect and all premiums due thereon have been paid in full. Sellers have delivered or made available to Buyer true and complete copies of documents relating to the insurance policies listed on Schedule 6.10.

6.11 Environmental Matters. This Section 6.11 is expressly qualified by the disclosure in Schedule 6.11. Sellers have not received any inquiry or notice of any investigation or claim by any Person or under any applicable federal, state or local laws pertaining to health, safety, the environment, Hazardous Substance, or solid wastes (“Applicable Environmental Laws”), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, as amended (for purposes of this Section, “CERCLA”), and the Resource Conservation and Recovery Act of 1976, as amended by the Used Oil Recycling Act of 1980, the Solid Waste Disposal Act Amendments of 1980, and the Hazardous and Solid Waste Amendments of 1984, as amended (for purposes of this Section, “RCRA”). The Stations and the Assets are all in compliance in all material respects with all Applicable Environmental Laws, and all environmental permits, consents and authorizations from governmental authorities required with respect thereto have been obtained and are in full force and effect. Sellers have not Released, and have no knowledge of any other Person having Released, any Hazardous Substance on, under or from any of the Real Property used by the Stations in violation of an Applicable Environmental Law. No condition exists on, under or from any such Real Property or any Real Property formerly owned or used by any Seller that would subject the Stations or Buyer to any liability or obligations under any Applicable Environmental Laws, provided that the representation in this sentence is made to the Sellers’ knowledge to the extent any such condition arises from actions of Persons other than Sellers or their Affiliates prior to the time Sellers or their Affiliates acquired or occupied such Real Property. The term “Hazardous Substance” as used herein shall have the meaning specified in CERCLA (but shall include petroleum, and the term “Release” shall have the meaning specified in CERCLA.

6.12 Taxes. All federal, state and local Tax Returns required to be filed by Sellers in connection with the Assets or the operation of the Stations have been duly and timely filed and such Tax Returns are correct and complete in all material respects. All Taxes relating to the Assets or the operation of the Stations which are due and payable have been properly paid to the appropriate taxing authority. Sellers have not received notice of, nor do Sellers have any knowledge of, any deficiency, assessment or audit, or proposed deficiency, assessment or audit from any taxing authority. Buyer shall not be required to deduct or withhold from the Purchase Price any amount pursuant to Section 1445 of the Code. No Asset is subject to any Lien in respect of Taxes. Buyer will not be liable, as a result of the transactions contemplated by this Agreement, for Taxes of any

Seller or any other Person (including Taxes relating to the operation of the Stations or the Assets for any Pre-Closing Period) whether by law, Contract or otherwise.

### 6.13 Real Property.

(a) Schedule 2.6 lists all of the Real Property owned by Sellers (“Owned Real Property”). With respect to each parcel of Owned Real Property: (i) as of the date of this Agreement, the respective Seller owning the Real Property has, and as of the Closing Date will have, good, valid and marketable fee simple title to such Owned Real Property, which as of Closing shall be free and clear of all Liens (other than any Permitted Lien); (ii) except as set forth on Schedule 2.6, no Seller is a party to any leases, subleases, licenses, concessions or other agreements, written or oral, granting to any Person the right of use or occupancy of any portion of such Owned Real Property; and (iii) there are no outstanding options or rights of first refusal to purchase such Owned Real Property or any portion thereof or interest therein. As of the date of this Agreement, the use, occupancy and operation of the Owned Real Property by Sellers are, and as of the Closing Date the use, occupancy and operation of the Owned Real Property by Sellers will be, in compliance in all material respects with all regulations, codes, ordinances and statutes applicable to Sellers and the business of the Stations. No Seller has any notice of any condemnation proceedings or eminent domain proceedings of any kind pending or, to any Seller’s knowledge, threatened against the Owned Real Property.

(b) The licenses, leases and subleases listed on Schedule 2.6 constitute, as of the date of this Agreement, all of the agreements for the use or occupancy of Real Property to which any Seller is a party (collectively, the “Leases”). With respect to each Lease: (i) such Lease is legal, valid, binding, enforceable and in full force and effect and (ii) to Sellers’ knowledge, no party to such Lease is in breach or default under such Lease, and no event has occurred which, with notice or lapse of time or both, would constitute such a breach or default under such Lease. No Seller has assigned, transferred, conveyed, mortgaged, deeded in trust or caused any Lien (other than any Permitted Lien) to exist with respect to its interest in any such Lease. Except as set forth in Schedule 2.6, as of the date of this Agreement, the use, occupancy and operation of the premises subject to the Leases by Sellers are, and as of the Closing Date the use, occupancy and operation of the premises subject to the Leases by Sellers will be, in compliance in all material respects with all regulations, codes, ordinances and statutes applicable to Sellers and the business of the Stations.

(c) The Owned Real Property and the Leases listed on Schedule 2.6 include all real property necessary to conduct the business and operation of the Stations as now conducted. The main transmitting tower, related improvements, guy anchors of the transmitting tower, and the transmitter building used by Sellers in the operation of each Station are located entirely on the Owned Real Property or the Real Property leased by Sellers pursuant to the Leases.

6.14 Sufficiency of Assets. Except for the items included in the Excluded Assets, the Assets constitute all the assets necessary to conduct the operations of the Stations substantially as they are being conducted and operated on the date of this Agreement. None of the Assets is used in the operation of WJRZ-FM, and no assets used in the operation of WJRZ-FM are owned by any Seller or are held for use, used or necessary for the operation of any Station.

6.15 Broker. Neither Sellers nor any Person acting on Sellers' behalf have incurred any liability for any finder's or broker's fees or commissions in connection with the transactions contemplated by this Agreement or the Time Brokerage Agreement, with the exception of Sellers' liability to Veronis Suhler & Associates, for whom Sellers shall be solely responsible pursuant to a separate fee arrangement.

6.16 Employee Benefits.

(a) Sellers' Employee Plans and Compensation Arrangements providing benefits to employees of the Stations as of the date of this Agreement are listed and, to the extent any such Employee Plans and Compensation Arrangements are oral, fully described in Schedule 6.16, and copies of any such Employee Plans and Compensation Arrangements and any related insurance policies, together with all amendments thereto, have been delivered or made available to Buyer, along with copies of any currently available employee handbooks or similar documents describing such Employee Plans and Compensation Arrangements. In addition to the Employee Plans and Compensation Arrangements listed and described in Schedule 6.16, an Affiliate of Sellers maintains (i) a bonus program for the benefit of certain management employees paid annually by the E. Burke Ross, Jr. Family Trust I, the limited partner and 99% equity interest holder of Sellers ("Annual Bonus Program"); and (ii) a shadow equity bonus program for the benefit of certain key employees, which commenced on January 1, 1999, providing for the payment by the E. Burke Ross, Jr. Family Trust I, the limited partner and 99% equity interest holder of Sellers, of five percent (5%) of the increase in the value of the Stations at the end of four (4) years from the program's commencement date as defined in the program ("Shadow Equity Bonus Program"). Except as provided herein or disclosed in Schedule 6.16, there is not now in effect or scheduled to become effective after the date of this Agreement, any new Employee Plan or Compensation Arrangement or any amendment to an existing Employee Plan or Compensation Arrangement which will affect the compensation or benefits of employees or former employees or the Stations.

(b) Each of Sellers' Employee Plans and Compensation Arrangements has been administered without material exception in compliance with its own terms and, where applicable, with ERISA, the Code, the Age Discrimination in Employment Act and any other applicable federal or state laws.

(c) Sellers have not contributed to, with respect to present or former employees of the Stations, and are not required, with respect to present employees of the Stations to contribute to, any Multiemployer Plan.

(d) None of Sellers' Employee Plans or Compensation Arrangements is currently under any governmental audit or examination of any kind. To the knowledge of Sellers, there exist no facts that would lead them to believe that any such audit or examination is pending or threatened. There is no pending action, suit or claim (other than routine claims for benefits) with respect to any such Employee Plan or Compensation Arrangement, and to the best of Sellers' knowledge, none are threatened against any such Employee Plan or Compensation Arrangement.

(e) No Seller or any Affiliate of any Seller that, together with any Seller, would be treated as a single employer under Section 414(b) or (c) of the Code, maintains or has maintained within the past 6 years an Employee Plan that could subject Buyer or its Affiliates to any liability.

6.17 Labor Relations. Except as set forth in Schedule 6.17, Sellers are not, and none of their employees are, a party to or subject to any collective bargaining agreement with respect to the Stations, Sellers have no written or oral Contracts of employment with any employee of the Stations, Sellers, in the operation of the Stations, have materially complied with all applicable laws, rules and regulations relating to the employment of labor, including those related to wages, hours, collective bargaining, occupational safety, discrimination and the payment of social security and other payroll related Taxes, and to the best of Sellers' knowledge, there is presently no representation or organizing effort pending or threatened against or involving or affecting Sellers with respect to employees employed at the Stations.

6.18 Reports. All material returns, reports and statements currently required to be filed by Sellers with the FCC or with any other governmental agency have been filed, all reporting requirements of the FCC and other governmental authorities having jurisdiction thereof have been complied with in all material respects and an FCC local public file in compliance with 47 C.F.R. Section 73.3526 has been maintained and is complete in all material respects for all Stations. All of such reports, returns and statements are materially complete and correct as filed as to each Seller.

6.19 Financial Statements. Schedule 6.19 contains true and complete copies of the Financial Statements. The Financial Statements have been prepared in accordance with generally accepted accounting principles. Other than the exclusion of the Annual Bonus Program, the management consultancy arrangement with Herb McCord, and the Shadow Equity Bonus Program, all of which are paid for and to be paid for by the E. Burke Ross, Jr. Family Trust I, the Financial Statements accurately reflect and fairly present the financial condition, the results of operations and the cash flows of the Stations

as of the dates and for the periods presented. Except for (a) liabilities as and to the extent reflected or reserved against in the Financial Statements and (b) liabilities incurred since December 31, 2000 in the ordinary and normal course of business, no Seller has any liabilities or obligations of any nature, whether accrued, absolute, contingent or otherwise, relating to the Stations or Assets. The Financial Statements do not include any assets, liabilities, revenues, cash flows or other information relating to or arising out of the business or operations of WJRZ-FM with the exception of allocations for management services.

6.20 Operations. Except as set forth in Schedule 6.20, since January 1, 2001, the business of the Stations has been conducted only in the ordinary course and no event, condition or circumstance has occurred or existed that, individually or in the aggregate, would be reasonably likely to result in a material adverse effect upon the Assets or Stations taken as a whole. Without limiting the generality of the foregoing, except as set forth in Schedule 6.20, since January 1, 2001, no Seller has, with respect to any Station:

(a) sold, leased (as lessor), licensed (as licensor), transferred, or otherwise disposed of (including any transfers to any Affiliate of such Seller), or mortgaged or pledged, or imposed or suffered to be imposed any Lien (other than Permitted Liens) on, any of the Assets, other than personal property having an aggregate value of less than \$10,000 sold or otherwise disposed of in the ordinary course of the business of such Station; or

(b) granted or instituted any increase in any rate of salary or compensation of any employee of such Station, except in the ordinary course of business, or created or instituted any material change in any Employee Plan or Compensation Arrangement.

6.21 Affiliate Transactions. All Assets used or necessary in the business or operations of each Station are owned, leased, licensed or held by Sellers, and no Affiliate of any Seller (other than other Sellers) owns, leases, licenses or holds any Asset or is a party to any Contract affecting or relating to any Station or the Assets.

6.22 Bankruptcy. No insolvency proceedings of any character, including, without limitation, bankruptcy, receivership, reorganization, composition or arrangement with creditors, voluntary or involuntary, of any Seller are pending or, to the knowledge of any Seller, threatened, against any Seller, and no Seller has made any assignment for the benefit of creditors or taken any action in contemplation of, or which would constitute the basis for, the institution of such insolvency proceedings.

6.23 Foreign Investment in Real Property Tax Act. No Seller is a “foreign person” within the meaning of Section 1445 of the Code.

6.24 Full Disclosure. No representation, warranty or statement made by any Seller in this Agreement or the Schedules attached hereto, or in the certificates or other closing documents to be delivered to Buyer or its representatives at Closing, contains or will contain any material untrue statement of material fact or omits or will omit to state a material fact required to be stated herein or therein or necessary to make the statements contained herein or therein not misleading in any material respect.

## SECTION 7

### REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Sellers as follows:

7.1 Organization and Standing. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and is qualified to conduct business as a foreign corporation in the State of New Jersey, and in each jurisdiction in which the property necessary to the operation of the Stations is located, except for those states, and other jurisdictions in which a failure to so qualify would not have a material adverse effect on Buyer.

7.2 Authorization. Buyer has full power and authority to enter into and perform its obligations under this Agreement and the Time Brokerage Agreement. Buyer has taken all necessary corporate action to duly approve the execution, delivery and performance of this Agreement and the Time Brokerage Agreement and the consummation of the transactions contemplated hereby and thereby. This Agreement and the Time Brokerage Agreement have been duly executed and delivered by Buyer, and constitute legal, valid and binding agreements of Buyer, enforceable in accordance with their respective terms, except as the enforceability of this Agreement and the Time Brokerage Agreement may be affected by bankruptcy, insolvency, or similar laws affecting creditors' rights generally and by judicial discretion in the enforcement of equitable remedies.

7.3 Available Funds. Buyer has sufficient net liquid assets on hand or from committed sources to pay the Purchase Price on the Closing Date and consummate the transactions contemplated herein.

7.4 Absence of Restrictions. The execution, delivery and performance of this Agreement and the Time Brokerage Agreement and the consummation of the transactions contemplated hereby and thereby by Buyer do not conflict with, or result in a breach of, the terms or provisions of, or constitute a default under, Buyer's governing documents, or any other agreements, instruments, laws or regulations to which Buyer is subject. Except for the consent of the FCC to the assignment of the FCC Licenses, the other consents and notices listed on Schedule 2.1 and the filings required pursuant to the HSRA, no consent,

notice, approval, order, or authorization of, or declaration, filing, or registration with, any Person is required to be obtained or made by Buyer in connection with the execution, delivery, or performance by Buyer of this Agreement or the Time Brokerage Agreement or the consummation by it of the transactions contemplated hereby or thereby.

7.5 Broker. Neither Buyer nor any person or entity acting on Buyer's behalf has incurred any liability for any finder's or broker's fees or commissions in connection with the transactions contemplated by this Agreement or the Time Brokerage Agreement that could become a liability of any Seller.

7.6 Qualification of Buyer. Buyer is legally, financially and technically qualified to become the licensee of the Stations and to timely consummate the transactions contemplated hereby. Notwithstanding the generality of the forgoing, Buyer knows of no facts that would cause the FCC to withhold its consent to the assignment of the FCC Licenses to Buyer, and should any such facts come to Buyer's attention, Buyer will promptly notify Sellers and will use Buyer's reasonable commercial efforts to take such steps as may be necessary to remove any such impediment to the assignment of the FCC Licenses to Buyer.

## SECTION 8

### COVENANTS

8.1 Exclusivity. Provided that Buyer is not in material breach or default hereof, from the date hereof to (i) the Closing or (ii) any termination of this Agreement in accordance with Section 14, Sellers and their Affiliates agree that they will deal exclusively with Buyer in respect of the matters referred to in this Agreement and that they will not, directly or indirectly, entertain, solicit, consider or otherwise encourage any offer from any other Person for, or enter into any agreement with any other Person with respect to, the direct or indirect sale, merger, consolidation, reorganization, acquisition, encumbrance, lease, transfer or conveyance of the Stations, any of the capital stock (or partnership interests or limited liability company interests) of Sellers, or any Assets.

8.2 Affirmative Covenants of Sellers. Subject to the Time Brokerage Agreement and without in any way limiting the rights and obligations of the parties under the Time Brokerage Agreement, between the date hereof and the Closing Date, except as otherwise specifically contemplated by this Agreement, each Seller shall:

- (a) Use commercially reasonable efforts to preserve intact the Assets and its business of the Stations and to continue to operate and maintain the Stations (i) in the usual and ordinary course of business; (ii) in material conformity with the FCC Licenses, the Communications Act, and the rules and

regulations of the FCC; and (iii) in material conformity with all other applicable laws, ordinances, regulations, rules and orders;

(b) Provide Buyer and representatives of Buyer with reasonable access during normal business hours to the Assets, Stations and the books, files, logs, records and affairs of the Stations, and furnish such additional information concerning the Stations and the Assets as Buyer may from time to time request;

(c) Maintain the condition of the Personal Tangible Assets in their present state of condition and repair (subject to normal wear and tear) and operate and maintain the Real Property in good operating order and condition, and in good repair;

(d) Timely make or provide all payments, services or other consideration due under the Contracts, so that all payments required to be made as of the Closing Date will have been paid, except for any amounts being contested by Sellers in good faith;

(e) Pay or cause to be paid all Taxes relating to the operation of the Stations or the Assets, required to be paid to governmental authorities up to the Closing Date, except for any Taxes being contested by Sellers in good faith;

(f) Maintain in full force and effect the FCC Licenses, and all other licenses, permits, registrations and authorizations relating to the Stations or the Assets, and prepare and prosecute applications for renewal of the FCC Licenses and registration of the Assets, if necessary; provided that, if prior to the Closing, Licensees' pending application for a construction permit with respect to the WMTR (AM) directional antenna array is denied, Licensees will use commercially reasonable efforts to obtain an FAA determination of no hazard and apply for the FCC registration referred to in Schedule 6.3;

(g) Maintain the existing insurance policies listed on Schedule 6.10 in full force and effect;

(h) Promptly notify Buyer of any fact, circumstance, event or action (i) which, if known on the date of this Agreement, would have been required to be disclosed by it pursuant to the terms of this Agreement, or (ii) the existence, occurrence or taking of which would result in the condition set forth in Section 10 herein not being satisfied at or prior to the Closing;

(i) Provide Buyer and representatives of Buyer with reasonable access to the Stations and the Assets so that Buyer, at its expense, may conduct Phase I environmental assessment and compliance evaluation activities, which shall not

include any sampling or intrusive testing other than hand auger soil testing and testing for asbestos or asbestos containing materials;

(j) Except for the lease of the WDHA-FM transmitter site with the State of New Jersey, use commercially reasonable efforts to obtain estoppel certificates containing customary provisions and consents and waivers from any landlord with respect to the Leases or other lessor of any material Asset that Buyer requests at least 15 business days before the Closing Date; and to use commercially reasonable efforts to obtain the consents listed on Schedule 2.3 (provided, however, that Seller shall not be required to pay a third party more than a *de minimus* amount for the granting of consent);

(k) Obtain and provide to Buyer either: (a) a letter from the New Jersey Department of Environmental Protection stating that ISRA is not applicable to this transaction, or (b) an approved Negative Declaration (as defined by ISRA) or No Further Action Letter (as defined by ISRA);

(l) Reasonably cooperate with Buyer in obtaining the title policies and surveys for the Owned Real Property; and

(m) Secure on or prior to the Closing the release of all Liens (other than any Permitted Lien) on the Assets so that the condition set forth in Section 10.5 is satisfied on the Closing Date.

8.3 Negative Covenants of Sellers. Subject to the Time Brokerage Agreement and without in any way limiting the rights and obligations of the parties under the Time Brokerage Agreement, between the date hereof and the Closing Date, except as otherwise specifically contemplated by this Agreement, no Seller will, without the prior written consent of Buyer:

(a) Other than the Liens listed on Schedule 6.4 (which shall be released by Closing) and Permitted Liens, create, assume or permit to exist any Lien on any of the Assets;

(b) Terminate, modify or amend, any of the Assumed Contracts or FCC Licenses, and, with respect to the Assumed Contracts only, waive any default or breach thereunder;

(c) Sell, assign, lease or otherwise transfer or dispose of any of the Assets;

(d) Take any action inconsistent with its obligations under this Agreement or which would result in a breach or default under this Agreement, including, without limitation, taking any action to disrupt the Stations'

relationships with its present key employees, advertisers and others having business dealings with Sellers or the goodwill associated therewith;

(e) Take any action with respect to the Stations not in the usual and ordinary course of business consistent with past practices;

(f) Take any action that would jeopardize Sellers' rightful possession of the FCC Licenses, the potential for timely assignment of said licenses to Buyer, or the unconditional renewal of said licenses at the end of their current term;

(g) Enter into or permit to be entered into any Contract relating to the Stations or the Assets, except for Contracts entered into in the ordinary course of business and terminable within 30 days without any liability to Buyer;

(h) Other than in the ordinary course of business and consistent with past practice or pursuant to Employee Plans or Compensation Arrangements listed on Schedule 6.16, make any change in any hiring or employee compensation practices;

(i) Commence any Litigation that could reasonably be expected to have a material adverse effect upon the Assets or the Stations taken as a whole or settle any Litigation that provides for injunctive or other nonmonetary relief affecting the Stations or the Assets or results in any relief other than the payment of money damages by Sellers (other than HMT);

(j) Authorize for issuance, issue, grant, sell, pledge, dispose of or propose to issue, grant, sell, pledge or dispose of any shares of, or any options, warrants, commitments, subscriptions or rights of any kind to acquire or sell any shares of, the capital stock or other securities of HMT, including, but not limited to, any securities convertible into or exchangeable for equity securities of any class of HMT; or

(k) Make any change in any method of accounting or accounting practice or policy used by Sellers in the preparation of their financial statements.

8.4 Affirmative Covenants of Buyer. Without in any way limiting the rights and obligations of the parties under the Time Brokerage Agreement, between the date hereof and the Closing Date, except as otherwise specifically contemplated by this Agreement, Buyer shall:

(a) At the expense of Sellers, have a professional lien search company conduct (no earlier than 20 days before Closing) UCC, tax lien and judgment searches in the name of Sellers and the Stations in the jurisdictions (state- and county-level) where the Assets are located and where Sellers' principal offices are located ("Lien Searches")

and deliver the results of the Lien Searches to Sellers no later than 5 business days before Closing;

(b) Within 10 business days of any request by Sellers, Buyer shall provide to Sellers documentation reasonably satisfactory to Sellers certified by a third party evidencing the continuing availability of net liquid assets as described in Section 7.3; and

(c) Reasonably cooperate with Sellers in obtaining the third party consents listed on Schedule 2.3 (provided that Buyer shall not be required to pay a third party more than a *de minimus* amount for the granting of consent).

8.5 Negative Covenants of Buyer. Without in any way limiting the rights and obligations of the parties under the Time Brokerage Agreement, between the date hereof and the Closing Date, except as otherwise specifically contemplated by this Agreement, Buyer shall not, without the prior written consent of Sellers:

(a) Commencing on the date hereof and continuing until the earlier of Closing or until two years after termination of this Agreement, Buyer shall not hire or, directly or indirectly, solicit, encourage, entice or induce any person who is employed by such Seller at the date hereof or at any time hereafter that precedes such Closing or termination, to terminate his or her employment with such Seller, provided that (i) this provision shall not prevent Buyer from making general solicitations not directed specifically to employees of Sellers and (ii) this provision shall terminate if the Stations are sold to a third party or Sellers enter into a time brokerage agreement (other than with Buyer) with respect to the Stations. Buyer agrees that any remedy at law for any breach by it of this Section would be inadequate, and that Sellers would be entitled to injunctive relief in such a case.

8.6 Joint Covenants. Without in any way limiting the rights and obligations of the parties under the Time Brokerage Agreement, Sellers and Buyer shall act in accordance with the following:

(a) The parties shall promptly notify each other of (i) any change in any information contained in the representations and warranties made in this Agreement, or (ii) any litigation, arbitration or administrative proceeding pending or threatened against a party which challenges the transactions contemplated hereby, including any challenges to the Assignment Application, and the parties shall use their reasonable commercial efforts to take such steps as may be necessary to remove any such impediment to the transactions contemplated hereby.

(b) The parties shall not take any action (i) inconsistent with their obligations or that would cause any representations and warranties under this

Agreement to not be true and correct on the Closing Date, or (ii) that would hinder or delay the consummation of the transactions contemplated hereby.

#### 8.7 Continued Employment of Station Employees.

(a) On or before the Closing Date, Buyer will designate those employees who shall be offered employment by Buyer (“Transferred Employees”). From and after the Closing Date, Buyer shall provide each Transferred Employee with a salary or wages (as applicable) and employee benefits that are, in the aggregate, comparable to the salary or wages (as applicable) and employee benefits received by similarly situated employees of Buyer.

(b) Sellers shall be solely responsible for all wages, salaries and other benefits which will or may become payable to any Transferred Employee in respect of any period of employment by any Seller prior to the Closing Time, and Buyer shall be solely responsible for any wages, salaries and benefits which will or may become payable to any Transferred Employee in respect of any period on and after the Closing Time.

(c) For purposes of determining the amount of any entitlement of any Transferred Employee under Buyer’s vacation and sick leave policy, Buyer will take into account and credit such Transferred Employee’s length of service with Sellers and its predecessor, as well as with Buyer. With respect to all Transferred Employees, to the extent required by law, Buyer shall cause to be waived all limitations on benefits relating to any pre-existing conditions and recognize, for purposes of annual deductible and out-of-pocket limits under its medical and dental plans, deductible and out-of-pocket expenses paid by such Transferred Employees and their dependents under the medical and dental plans in which they participate in the calendar year in which the Closing occurs.

(d) No provisions of this Agreement shall create any third party beneficiary rights of any employee or former employee (including any beneficiary or dependent thereof) of Sellers in respect of continued employment (or resumed employment) with Sellers or with Buyer.

(e) Sellers shall cooperate with Buyer in all reasonable respects in connection with Buyer’s employment of the Transferred Employees.

8.8 Confidentiality. Each party shall keep confidential all information obtained by it with respect to the other in connection with this Agreement, and if the transactions contemplated hereby are not consummated for any reason, each shall return to the other, without retaining a copy thereof, any confidential schedules, documents or other written information obtained from the other in connection with this Agreement and the transactions contemplated hereby.

8.9 Post-Closing Covenant of Buyer. Subject to the terms of the Time Brokerage Agreement, Buyer shall promptly forward to Sellers any correspondence or payments sent to the Stations or received by Buyer with respect to the operation of the Stations prior to the Closing, including, without limitation, any correspondence or payments relating to Sellers' accounts receivable.

8.10 Post-Closing Covenants of Sellers.

(a) Subject to the terms of the Time Brokerage Agreement, Sellers shall promptly forward to Buyer any correspondence or payments received by Sellers with respect to the operation of the Stations after the Closing, including, without any limitation, any correspondence or payment relating to Buyer's accounts receivable.

(b) Until the second anniversary of the Closing Date, no Seller or any of its Affiliates shall, without the prior written approval of Buyer, directly or indirectly, solicit, encourage, entice or induce any person who is employed by Buyer in connection with the conduct of the business or operations of the Stations to terminate his or her employment with Buyer (or any Affiliate of Buyer), provided that this provision shall not prevent Sellers from making general solicitations not directed specifically to employees of Buyer. Sellers agree that any remedy at law for any breach of this Section would be inadequate, and that Buyer would be entitled to injunctive relief in such a case.

(c) Until the first anniversary of the Closing Date, no Seller or any of its Affiliates shall, without the prior written approval of Buyer, directly or indirectly, encourage, entice or induce any person who is involved in a business relationship with Buyer in connection with the conduct of the business or operations of the Stations to terminate his or her business relationship with Buyer (or any Affiliate of Buyer). Sellers agree that any remedy at law for any breach of this Section would be inadequate, and that Buyer would be entitled to injunctive relief in such a case.

8.11 Trade Agreement Liabilities; Prorations. The parties hereto acknowledge and agree that Sections 9.2 and 10 of the Time Brokerage Agreement shall survive the Closing and the termination of the Time Brokerage Agreement.

## **SECTION 9**

### **APPLICATION FOR GOVERNMENTAL CONSENTS AND APPROVAL**

(a) Buyer and Sellers shall use their respective reasonable best efforts to: (i) prepare the necessary Assignment Application, which shall be filed within five business days after the date hereof; (ii) diligently and expeditiously prosecute such application to obtain the necessary grant; and (iii) timely respond to any FCC requests for information. In the event the Assignment Application is opposed, the parties hereto shall

promptly prepare and file such appropriate response(s) thereto and use reasonable best efforts to defend against same.

(b) Buyer and Sellers shall (i) prepare the necessary filing pursuant to the HSRA, which shall be filed as soon as practicable after the execution of this Agreement; (ii) timely respond to any request for information from the U.S. Department of Justice, Federal Trade Commission or any other governmental authority concerning such filing; and (iii) furnish all information that any party hereto reasonably requests in connection with such filing.

(c) Buyer and Sellers shall cooperate and use commercially reasonable efforts to obtain any other governmental consents listed on Schedule 2.1.

## **SECTION 10**

### **CONDITIONS PRECEDENT TO BUYER'S OBLIGATIONS**

The obligation of Buyer to consummate the transactions contemplated hereby is subject to the fulfillment prior to or on the Closing Date of each of the following conditions, each of which (except for receipt of the consents described in Sections 10.1, 10.2 and 10.3) may be waived by Buyer:

10.1 FCC Approval. The FCC shall have granted its consent to the Assignment Application.

10.2 HSRA Approval. Any applicable waiting period under the HSRA shall have expired or been earlier terminated.

10.3 ISRA Approval. The New Jersey Department of Environmental Protection shall have issued evidence of compliance with ISRA, as described in Section 8.2(k).

10.4 Representations and Warranties.

(a) The representations and warranties of Sellers contained in Sections 6.2 and 6.3 shall be true and correct in all material respects at and as of the Closing Date as though such representations and warranties were made at and as of such time (without taking into account any qualifications as to materiality contained in such representations and warranties), except for any changes permitted by the terms hereof or consented to in writing by Buyer.

(b) No inaccuracy or breach of a representation or warranty of Sellers, or Sellers' failure to perform or comply with all covenants, agreements and conditions required by this Agreement to be performed or complied with by them prior to or on the

Closing Date, either individually or in the aggregate, shall have caused, or could be reasonably expected to cause, a Material Adverse Effect, as such term is defined in this Section 10.4(b). Notwithstanding anything to the contrary in this Agreement, for purposes of this Section 10.4(b), the representations and warranties of Sellers hereunder shall be deemed to be made as of the effective date of the Time Brokerage Agreement. For purposes of this Section 10.4(b) only, “Material Adverse Effect” shall mean any change, effect or circumstance that, individually or when taken together with all other such changes, effects or circumstances that have occurred prior to the date of determination of the occurrence of the Material Adverse Effect, is or is reasonably likely to be materially adverse to the business, Assets, financial condition or results of operations of the Stations, taken as a whole, or on any Seller’s ability to consummate the transactions contemplated hereby; *provided* that (i) any change, effect or circumstance relating to conditions affecting the United States economy generally or the economy of the region where the Stations conduct business shall not be taken into account in determining whether there has been or would be a Material Adverse Effect; (ii) any change, effect or circumstance relating to conditions affecting the radio broadcasting industry generally or the Stations’ markets generally shall not be taken into account in determining whether there has been or would be a Material Adverse Effect; (iii) any change, circumstance or effect caused by the announcement or pendency of this Agreement or the transactions contemplated hereby shall not be taken into account in determining whether there has been or would be a Material Adverse Effect; and (iv) any change, circumstance or effect caused by the actions or inactions of Buyer or Buyer’s agents, personnel or representatives shall not be taken into account in determining whether there has been or would be a Material Adverse Effect.

10.5 FCC Licenses. On the Closing Date, Sellers shall be the legal holder of the FCC Licenses and shall assign the FCC Licenses to Buyer.

10.6 Title of Assets. Sellers shall have delivered good and marketable title to the Assets to the Buyer free and clear of all Liens, except Permitted Liens.

10.7 HMT Release. HMT shall be released from any and all obligations as an obligor or guarantor with respect to any indebtedness for borrowed money, and Sellers shall have delivered to Buyer evidence of such release in form and substance reasonably acceptable to Buyer.

10.8 Closing Deliveries. Sellers shall have made all the deliveries set forth in Sections 12.2(a), 12.2(b), 12.2(c), 12.2(d), 12.2(e), 12.2(h), and 12.2(j).

## SECTION 11

### CONDITIONS PRECEDENT TO SELLERS' OBLIGATIONS

The obligation of Sellers to consummate the transactions contemplated hereby is subject to the fulfillment prior to or on the Closing Date of each of the following conditions, each of which (except for the consents described in Sections 11.1, 11.2 and 11.3) may be waived by Sellers:

11.1 FCC Approval. The FCC shall have granted its consent to the Assignment Application.

11.2 HSRA Approval. Any applicable waiting period under the HSRA shall have expired or been earlier terminated.

11.3 ISRA Approval. The New Jersey Department of Environmental Protection shall have issued evidence of compliance with ISRA, as described in Section 8.2(k).

11.4 Representations and Warranties. The representations and warranties of Buyer contained in Section 7.2 of this Agreement shall be true and correct in all material respects at and as of the Closing Date as though such representations and warranties were made at and as of such time (without taking into account any qualifications as to materiality contained in such representations and warranties), except for any changes permitted by the terms hereof or consented to in writing by Sellers.

11.5 Performance. No inaccuracy or breach of a representation or warranty of Buyer, or Buyer's failure to perform or comply with all covenants, agreements and conditions required by this Agreement to be performed or complied with by it prior to or on the Closing Date, either individually or in the aggregate, shall have caused Buyer to be unable to consummate the transaction contemplated hereby.

11.6 Closing Deliveries. Buyer shall have made all the deliveries set forth in Sections 12.3(a), 12.3(b), 12.3(c) and 12.3(d).

## SECTION 12

### CLOSING AND CLOSING DELIVERIES

12.1 Closing. Subject to Section 14, the consummation of the sale and purchase of the Assets (the "Closing") shall take place in the offices of Sellers' counsel, Schenck, Price, Smith & King, LLP, 10 Washington Street, Morristown, New Jersey 07963-0905, telephone: (973) 539-1000, commencing at 10:00 a.m., local time, on the 5th business day after all of the described conditions in Sections 10.1, 10.2 and 10.3 have

been satisfied, or at such other place, time or date as the parties may mutually agree in writing. The transactions to be consummated at Closing shall be deemed to have been consummated effective as of the Closing Time. In no event shall the Closing Date be set prior to the satisfaction of all of the conditions described in Sections 10.1, 10.2 and 10.3.

12.2 Sellers' Performance at Closing. Prior to or on the Closing Date, Sellers shall deliver to Buyer the following, in form and substance reasonably satisfactory to Buyer:

- (a) Duly executed bills of sale, motor vehicle titles and other transfer documents which shall be sufficient to vest good and marketable title to the Assets in the name of Buyer, free and clear of all Liens, except for Permitted Liens;
- (b) Certificates evidencing the HMT Stock, with duly executed stock powers sufficient to transfer good and marketable title to Buyer, free and clear of all Liens;
- (c) A duly executed assignment and assumption agreement assigning to Buyer the FCC Licenses;
- (d) One or more assignment and assumption agreements assigning to Buyer the Leases and Assumed Contracts, together with consents to those obtained prior to Closing;
- (e) A certificate, dated as of the Closing Date, executed on behalf of Sellers by a duly authorized officer of each Seller, certifying that the closing conditions specified in Section 10 have been satisfied, and authorizing the execution, delivery, and performance of this Agreement and the Time Brokerage Agreement, and the consummation of the transactions contemplated hereby and thereby;
- (f) An opinion of Schenck, Price, Smith & King, L.L.P., local counsel to Sellers, dated as of the Closing Date, in form and substance reasonably satisfactory to Buyer;
- (g) An opinion of Pepper & Corazzini, L.L.P., FCC counsel to Sellers, dated as of the Closing Date, in form and substance reasonably satisfactory to Buyer;
- (h) Deed(s) of Bargain and Sale, with covenants as to Grantors Acts giving fee title to the Owned Real Property, along with a standard form of affidavit of title and evidence of compliance, if applicable, with ISRA;

(i) Such other assignments, bills of sale, instruments of conveyance, certificates and documents as reasonably may be requested by Buyer; and

(j) A certificate of each Seller, dated the Closing Date, setting forth the name, address and federal tax identification number of such Seller and stating that such Seller is not a “foreign person” within the meaning of section 1445 of the Code, such certificate to be in the form set forth in the Treasury Regulations thereunder.

12.3 Buyer’s Performance at Closing. Prior to or on the Closing Date, Buyer shall deliver to Sellers the following, in form and substance reasonably satisfactory to Sellers and their counsel:

(a) The Purchase Price in accordance with Sections 5.1 and 5.2 hereof;

(b) A duly executed assignment and assumption agreement by which Buyer assumes the FCC Licenses;

(c) One or more assumption agreements pursuant to which Buyer shall assume and undertake to perform certain of Sellers’ obligations under the Leases and Assumed Contracts, as set forth in Section 4 hereof;

(d) A certificate, dated as of the Closing Date, executed by a duly authorized officer of Buyer, certifying that the closing conditions specified in Section 11 have been satisfied and authorizing the execution, delivery, and performance of this Agreement and the Time Brokerage Agreement, and the consummation of the transactions contemplated hereby and thereby; and

(e) An opinion or opinions of counsel to Buyer (which may include in-house counsel to Buyer), dated as of the Closing Date, in form and substance reasonably satisfactory to Sellers.

## **SECTION 13**

### **RISK OF LOSS**

Except as otherwise provided under the Time Brokerage Agreement, the risk of any loss, damage, impairment, confiscation or condemnation of any of the Assets from any cause whatsoever shall be borne by Sellers at all times prior to Closing.

## SECTION 14

### TERMINATION

14.1 Termination by Sellers. This Agreement may be terminated by Sellers and the purchase and sale of the Assets and the Stations abandoned, if Sellers are not then in material breach or default, upon written notice to Buyer, upon the occurrence of any of the following: (a) if the conditions to Closing set forth in Section 11.4 or 11.5 have not been satisfied or are incapable of being satisfied prior to Closing; (b) if there shall be in effect on the date that would otherwise be the Closing Date any judgment, decree, or order that would prevent or make unlawful the Closing; (c) if the Closing shall not have occurred by the date 9 months from the date of this Agreement; or (d) the mutual agreement of Buyer and Sellers.

14.2 Termination by Buyer. This Agreement may be terminated by Buyer and the purchase and sale of the Assets and the Stations abandoned, if Buyer is not then in material breach or default, upon written notice to Sellers, upon the occurrence of any of the following: (a) if the conditions to Closing set forth in Section 10.4 have not been satisfied or are incapable of being satisfied prior to Closing; (b) if there shall be in effect on the date that would otherwise be the Closing Date any judgment, decree, or order that would prevent or make unlawful the Closing; (c) if the Closing shall not have occurred by 9 months from the date of this Agreement; or (d) the mutual agreement of Buyer and Sellers.

14.3 Rights on Termination. If this Agreement is terminated by Buyer or Sellers due to the other party's material breach of any provision of this Agreement, such terminating party shall have all rights and remedies available at law or equity. Without limiting the foregoing, if this Agreement is properly terminated for any reason whatsoever, Buyer acknowledges that Sellers have the immediate right to sell the Stations to a third party and Buyer shall not oppose, hinder or attempt to delay or impede such sale in any respect.

14.4 Survival of Sections Following Certain Terminations. Notwithstanding the termination of this Agreement pursuant to any subsection of Section 14.1 or Section 14.2, Sections 8.5(a), 8.8, 16.3, 16.4 and 16.13 shall survive such termination, subject, in the case of Section 8.5(a), to the termination provisions of such Section 8.5(a).

## SECTION 15

### INDEMNIFICATION

15.1 Survival of Covenants, Representation and Warranties. The representations and warranties, covenants and agreements of Buyer and Sellers in this

Agreement or in any certificate, document or instrument delivered pursuant to this Agreement shall be deemed continuing representations, warranties, covenants and agreements. Such representations and warranties shall survive Closing for a period of 12 months, except for the representations and warranties relating to environmental matters and employee benefits, which shall survive Closing for a period of two years, and except for representations and warranties relating to title, ownership, Real Property and Taxes, which shall survive until the expiration of the applicable statute of limitations.

15.2 Sellers' Indemnities. From and after the Closing, and regardless of any investigation made at any time by or on behalf of Buyer or any information Buyer may have, Sellers shall indemnify, defend and hold harmless Buyer and every Affiliate of Buyer and any of its or their respective directors, members, stockholders, officers, partners, employees, agents, consultants, representatives, successors, transferees and assignees (collectively, the "Buyer Indemnified Parties") from and against, and pay or reimburse the Buyer Indemnified Parties for, any liability, loss, cost, expense, judgment, order, settlement, obligation, deficiency, claim, suit, proceeding (whether formal or informal), investigation and damage (whether absolute, accrued, conditional or otherwise, and whether or not resulting from third-party claims), including, without limitation, interest and penalties with respect thereto and out-of-pocket expenses and attorney's fees and expenses incurred in the investigation or defense of any of the same or in asserting, preserving or enforcing any of their respective rights hereunder or under the Time Brokerage Agreement (herein collectively referred to as the "Buyer Indemnified Liabilities" and, each individually, a "Buyer Indemnified Liability"), resulting from, arising out of or incurred with respect to: (a) any inaccuracy of a representation or warranty, or nonfulfillment of any covenant by Sellers contained in this Agreement or in any certificate, document, or instrument delivered by Sellers to Buyer under this Agreement; (b) the Retained Liabilities and Obligations; (c) any claims brought by employees of Sellers relating to employment at the Stations prior to the Closing; (d) any claims relating to the use and ownership of the Assets and the operation of the Stations prior to the Closing, except as otherwise provided in the Time Brokerage Agreement; (e) the Excluded Assets; and (f) any claims for fees asserted by Veronis Suhler & Associates or any other finder or broker retained by any Seller. E. Burke Ross, Jr. Family Trust I and E. Burke Ross, Jr., jointly and severally, hereby unconditionally and irrevocably guarantee the prompt and complete payment by Sellers to each Buyer Indemnified Party of all Buyer Indemnified Liabilities pursuant to this Section 15.2.

15.3 Buyer's Indemnities. From and after the Closing, and regardless of any investigation made at any time by or on behalf of Sellers or any information Sellers may have, Buyer shall indemnify, defend and hold harmless Sellers and every Affiliate of Sellers and their respective directors, members, stockholders, officers, partners, employees, agents, consultants, representatives, successors, transferees and assignees (collectively, the "Seller Indemnified Parties") from and against, and pay or reimburse the Seller Indemnified Parties for, any liability, loss, cost, expense, judgment, order,

settlement, obligation, deficiency, claim, suit, proceeding (whether formal or informal), investigation and damage (whether absolute, accrued, conditional or otherwise, and whether or not resulting from third party claims), including, without limitation, interest and penalties with respect thereto and out-of-pocket expenses and attorney's fees and expenses incurred in the investigation or defense of any of the same or in asserting, preserving or enforcing any of their respective rights hereunder or under the Time Brokerage Agreement (herein collectively referred to as the "Seller Indemnified Liabilities" and, each, individually, a "Seller Indemnified Liability") resulting from, arising out of or incurred with respect to: (a) any inaccuracy of a representation or warranty, or nonfulfillment of any covenant by Buyer contained in this Agreement or in any certificate, document, or instrument delivered to Sellers under this Agreement; (b) any obligations of Sellers assumed by Buyer pursuant to this Agreement; (c) any claims brought by Transferred Employees of Sellers relating to employment at the Stations subsequent to Closing; and (d) any claims relating to the use and ownership of the Assets and the operation of the Stations subsequent to the Closing.

15.4 Exceptions to Indemnities. Notwithstanding anything to the contrary set forth in Section 15.3, Seller Indemnified Liabilities shall not include any claims to the extent the same are attributable to a breach of any representation, warranty or covenant of Sellers under this Agreement. Notwithstanding anything to the contrary set forth in Section 15.3, Buyer Indemnified Liabilities shall not include any claims to the extent same are attributable to a breach of any representation, warranty or covenant of Buyer under this Agreement.

15.5 Indemnification Procedures.

(a) For purposes of this Section 15.5, the term "Indemnifying Party" when used in connection with a particular claim shall mean the party having an obligation to indemnify the other party with respect to such claim pursuant to this Section, and the term "Indemnified Party" when used in connection with a particular claim shall mean the party having the right to be indemnified with respect to such claim by the other party pursuant to this Section.

(b) The Indemnified Party agrees to afford the Indemnifying Party and its counsel the opportunity to be present at, and to participate in, conferences with all Persons, including governmental authorities, asserting any claim against the Indemnified Party and conferences with representatives of or counsel for such Persons.

(c) The Indemnifying Party shall pay to the Indemnified Party, upon demand, the amount of any damages to which the Indemnified Party is entitled by reason of the provisions of this Section 15, such payment to be made by wire transfer of immediately available funds to any account designated by the Indemnified Party.

(d) The Indemnified Party shall give reasonable written notice to the Indemnifying Party (i) of each claim for indemnification and the nature of the claim, and (ii) of any matter which in the opinion of the Indemnified Party is likely to give rise to an indemnification claim. Failure to give notice of a matter that may give rise to an indemnification claim shall not affect the rights of an Indemnified Party to collect such claim from the Indemnifying Party except to the extent such failure is materially prejudicial to the rights of the Indemnifying Party. The Indemnifying Party may take over the defense and settlement of any such matter unless in the reasonable judgment of the Indemnified Party the interest of the Indemnified Party would be materially impaired thereby. In such case, the Indemnifying Party shall have the right to participate at its own expense in the defense of any such matter or in its settlement. The Indemnified Party may not agree to a settlement of any claim to which it seeks indemnification from the Indemnifying Party without the consent of the Indemnifying Party, which consent shall not be unreasonably withheld. Except with the prior written consent of the Indemnified Party, no Indemnifying Party, in the defense of any such claim or litigation, shall consent to entry of any judgment or enter into any settlement that provides for injunctive or other nonmonetary relief affecting the Indemnified Party or that does not include as an unconditional term thereof the giving by each claimant or plaintiff to such Indemnified Party of a release from all liability with respect to such claim or litigation.

15.6 Limitation on Liability. Neither party shall be required to indemnify the other under this Section 15 for inaccuracies in representations and warranties (other than any representation or warranty referred to in Section 6.12) unless and until the aggregate amount of all such claims against such party exceeds \$350,000 (the “Threshold Amount”) and if such claims exceed the Threshold Amount, the party shall be entitled to recover all of its losses, inclusive of the Threshold Amount.

15.7 Tax Treatment. Any indemnity payment made pursuant to this Agreement shall be treated as an adjustment to the Purchase Price for Tax purposes unless otherwise required by law and any requirement for the posting of a bond.

## SECTION 16

### MISCELLANEOUS

16.1 Right of Specific Performance. The Assets to be transferred or assigned pursuant to the terms of this Agreement are unique and not readily available on the open market. For that reason and others, Buyer will be damaged seriously should the purchase and sale contemplated hereby not be consummated through no fault of its own, but for reasons attributable to Sellers. Accordingly, Buyer, in addition to all other legal remedies, shall have the right to enforce the terms of this Agreement by a decree of specific performance. 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 any requirement for the posting of a bond.

16.2 Computation of Time. If after making computations of time provided for in this Agreement, a time for action or notice falls on a Saturday, a Sunday, or a Federal holiday, then such time shall be extended to the next business day.

16.3 Fees and Expenses. Sellers and Buyer shall share equally any filing fees, including, without limitation, the cost of all FCC filing fees and the filing fees pursuant to HSRA, transfer Taxes, document stamps, or other charges levied by any governmental entity on account of the transfer of the Assets from Sellers to Buyer and the party having primary responsibility under applicable law shall timely prepare and file Tax Returns in respect of such transfer Taxes with the applicable taxing authority. Each party shall execute and deliver to the other party at Closing all applicable and properly completed transfer Tax exemption certificates as either Buyer or Sellers may reasonably request (including, but not limited to, sale for resale exemption certificates for the transfer of any Assets purchased by Buyer for resale). Such certificates shall be in the form, and shall be signed by the proper party, as provided under applicable Tax law. Each Seller will use commercially reasonable efforts to enable Buyer to deliver any documentation to any relevant taxing authority needed to exempt Buyer from transferee or successor liability for Taxes attributable to any Pre-Closing Period. Except as otherwise provided in this Agreement, each party shall pay its own expenses incurred in connection with the authorization, preparation, execution and performance of this Agreement and the Time Brokerage Agreement, including all fees and expenses of counsel, accountants, agents and representatives, and each party shall be responsible for all fees or commissions payable to any finder, broker, advisor, or similar person retained by or on behalf of such party. Sellers shall be responsible for all fees and expenses associated with compliance with ISRA. Notwithstanding the foregoing, HMT shall not pay any fees or expenses in connection with the transactions contemplated hereby and by the Time Brokerage Agreement.

16.4 Notices. All notices, requests, demands, applications, services of process, and other communications which are required to be or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if sent by facsimile transmission, answer back requested, delivered by overnight or other courier service, or mailed, certified first class mail, postage prepaid, return receipt requested, to the parties hereto at the following addresses:

(a) If to Sellers:

New Jersey Broadcasting Partners, L.P.  
New Jersey AM Radio, L.P.  
Northern New Jersey Radio Limited Partnership

High Mountain Tower, Inc.  
NNJR, LLC  
New Jersey Broadcasting, Inc.  
55 Horsehill Road  
Cedar Knolls, NJ 07927  
Attn: Stephen J. Scola  
Telephone: (973) 538-1250  
Fax: (973) 538-3060

in each case with copy (which shall not constitute notice) to:

Schenck, Price, Smith & King, LLP  
10 Washington Street  
P.O. Box 905  
Morristown, NJ 07963-0905  
Attention: Edward W. Ahart, Esq.  
Telephone: (973) 539-1000  
Fax: (973) 540-7300

Pepper & Corazzini, LLP  
1776 K Street, N.W.  
Suite 200  
Washington, D.C. 20006  
Attention: John F. Garziglia, Esq.  
Telephone: (202) 296-0600  
Fax: (202) 296-5572

Linda D'Addario  
WR Investment Partners  
330 South Street  
Morristown, NJ 07962  
Telephone: (973) 290-2304  
Fax: (973) 540-0129

(b) If to Buyer:

Greater Media Radio, Inc.  
P.O. Box 1059  
Two Kennedy Boulevard  
East Brunswick, NJ 08816  
Attention: Barbara Burns, Esq.  
Telephone: (732) 247-6161  
Fax: (732) 247-4956

with copy (which shall not constitute notice) to:

Debevoise & Plimpton  
875 Third Avenue  
New York, NY 10022  
Attention: Richard D. Bohm  
Telephone: (212) 909-6000  
Fax: (212) 909-6836

or to such other address or facsimile number as any party shall have furnished to the other by notice given in accordance with this Section. Such notice shall be effective, (i) if sent by facsimile transmission, when confirmation of receipt is received, or (ii) if mailed or sent by courier, upon the date of delivery or refusal as shown by the return receipt therefor.

16.5 Press Releases and Announcements. Except for any public disclosure which any party in good faith believes is required by applicable law (in which case with respect to matters arising prior to the Closing, if practicable, the disclosing party will give the other party an opportunity to review and comment upon such disclosure before it is made):

(a) prior to the Closing, no press releases related to this Agreement or any transaction contemplated hereby, or other announcements generally to the employees, customers or other persons having business relationships with the Sellers, shall be issued or made without the mutual approval of the parties;

(b) after the Closing, Sellers shall not make any press release or other public announcement of or with respect to the Stations, this Agreement or any transaction contemplated hereby without Buyer's consent (which consent Buyer shall not unreasonably withhold); and

(c) after the Closing, Buyer shall not make any press release or other public announcement of or with respect to this Agreement or any transaction

contemplated hereby without Sellers' consent (which consent Sellers will not unreasonably withhold).

16.6 Construction. The language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof will arise favoring or disfavoring any person by virtue of the authorship of any of the provisions of this Agreement. In this Agreement, "Sellers" shall mean "any Seller" and the "Stations" shall mean "any Station."

16.7 Attorneys' Fees. In the event of a default by either Sellers or Buyer which results in a lawsuit or other proceeding for any remedy available under this Agreement, the prevailing party shall be entitled to reimbursement from the other party of its reasonable legal fees and expenses.

16.8 Bulk Sales Law. The parties hereto waive compliance with the provisions of any bulk sales law applicable to the transaction contemplated hereby; and Sellers agree to indemnify and reimburse Buyer for any losses, liabilities, or damages resulting from any noncompliance by Sellers with any such applicable bulk sales law.

16.9 Benefit and Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and permitted assigns. This Agreement shall not be assigned (by contract, operation of law or otherwise) without the prior written consent of the other party hereto, except that Buyer may designate a wholly-owned subsidiary or subsidiaries or another entity under common control with Buyer to which any or all of the Assets may be assigned and that will assume any or all of the Assumed Contracts, provided that no such assignment and assumption shall cause a delay in receipt of the approvals described in Sections 10.1, 10.2 and 10.3 hereof or the Closing. In the event of any such assignment by Buyer, Buyer shall remain fully liable under this Agreement for all of its obligations notwithstanding any such assignment.

16.10 No Third Party Rights. This Agreement is not intended and shall not be construed to create any rights in any parties other than Sellers and Buyer, and no person shall be entitled to assert any rights as third party beneficiary hereunder.

16.11 Further Assurances. The parties shall execute such other documents as may be necessary and desirable to the implementation and consummation of this Agreement. Buyer or Sellers shall execute and deliver such additional documents following the Closing Date as Sellers or Buyer, as the case may be, may reasonably deem necessary or desirable to vest in Buyer title to the Assets and the Stations, and to confirm for Sellers Buyer's assumption of liabilities pursuant to Section 4.

16.12 Exhibits and Schedules. All Exhibits and Schedules to this Agreement shall be deemed part of this Agreement and incorporated herein, where applicable, as if fully set forth herein.

16.13 Governing Law. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of New Jersey, without regard to its rules for conflict of laws.

16.14 Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signature on each such counterpart were upon the same instrument.

16.15 Headings. The headings of the paragraphs of this Agreement are inserted as a matter of convenience and for reference purposes only and in no respect define, limit or describe the scope of this Agreement or the intent of any paragraph hereof.

16.16 Entire Agreement. This Agreement, all Schedules and Exhibits hereto, the Time Brokerage Agreement, the Escrow Agreement and all agreements and other instruments delivered by the parties pursuant hereto, represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof, supersede all prior negotiations between such parties, and can be amended, supplemented or changed only by an agreement in writing which makes specific reference to this Agreement or the agreement or other instrument delivered pursuant hereto, as the case may be, and which is signed by the party against whom enforcement of any such amendment, supplement or modification is sought.

16.17 LIMITATION OF WARRANTIES. THE EXPRESS REPRESENTATIONS OF THE SELLERS CONTAINED IN THIS AGREEMENT ARE EXCLUSIVE. EXCEPT AS SET FORTH IN THIS AGREEMENT, SELLERS DO NOT MAKE OR PROVIDE, AND BUYER HEREBY WAIVES, ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CONFORMITY TO SAMPLES, OR CONDITION OF ANY OF THE ASSETS COMPRISING THE BUSINESS OF THE STATIONS OR ANY PART THEREOF. SELLERS DISCLAIM AND NEGATE, AND BUYER HEREBY WAIVES, ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE FACE OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the day and year first above written.

**BUYER:**

**GREATER MEDIA RADIO, INC.**

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

**GREATER MEDIA, INC.**

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

**SELLERS:**

**NEW JERSEY BROADCASTING PARTNERS, L.P.**

By: New Jersey Broadcasting, Inc.  
Its General Partner

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

**NEW JERSEY AM RADIO, L.P.**

By: New Jersey Broadcasting, Inc.  
Its General Partner

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

**NORTHERN NEW JERSEY RADIO LIMITED  
PARTNERSHIP**

By: New Jersey Broadcasting, Inc.  
Its General Partner

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

**HIGH MOUNTAIN TOWER, INC.**

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

**NNJR, LLC**

By: E. Burke Ross, Jr. Family Trust I  
Its Sole Member

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

**NEW JERSEY BROADCASTING, INC.**

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

**AGREED AND ACCEPTED AS OF  
THE DATE HEREOF AS TO SECTIONS  
8.1 AND 15.2**

**E. BURKE ROSS, JR. FAMILY TRUST I**

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

By: \_\_\_\_\_  
Name: E. Burke Ross, Jr.