

**Davidson Media Group, LLC
FCC Form 315 – Exhibit 6(b)
February 2009**

The following items have been redacted from the attached “Purchase Agreement” for the reasons indicated. *See LUJ, Inc. and Long Nine Inc.*, 17 FCC Rcd 16980 (2002). (Redacted items will be provided to the Commission upon request.)

Section 2.10(b) has been redacted as it is not germane to the Commission’s consideration of this application.

Section 2.10(d) has been redacted as it is not germane to the Commission’s consideration of this application.

Section 6.1 has been redacted as it includes proprietary information not germane to the Commission’s consideration of this application.

Section 6.5 has been redacted as it includes information not germane to the Commission’s consideration of this application.

Section 6.14 has been redacted as it includes information not germane to the Commission’s consideration of this application.

Schedule 2.8 (Absence of Litigation) contains material that is either proprietary, not germane to the Commission’s consideration of this application, or consists of information already in the Commission’s possession.

Schedule 2.10(Transactions with Related Parties) contains material that is either proprietary, not germane to the Commission’s consideration of this application, or consists of information already in the Commission’s possession.

PURCHASE AGREEMENT, dated as of January 30, 2009 (this "**Agreement**") by and among Davidson Media Holding Corporation, a Delaware corporation (the "**Purchaser**") and the sellers listed on Schedule I hereto (the "**Sellers**").

WHEREAS, the Purchaser seeks to purchase from the Sellers, and the Sellers seek to sell to the Purchaser, the issued and outstanding equity interests of Davidson Media Group, LLC, a Delaware limited liability company ("**Parent**"), as described in Schedule I attached hereto (the "**Purchased Interests**"), in accordance with the terms of this Agreement.

WHEREAS, simultaneously with the execution and delivery of this Agreement, Parent is entering into a merger agreement (the "**Merger Agreement**") by and among Parent, SS Broadcasting Holdings, LLC, a Delaware limited liability company ("**SS Holdings Parent**"), SS Broadcasting Sub, LLC, a Delaware limited liability company ("**Merger Sub**") and the Sellers, dated as of the date hereof, whereby Merger Sub will be merged with and into Parent (the "**Merger**") with Parent resulting as the surviving entity in the Merger, and as a result of such Merger, (i) each issued and outstanding Class A Common Unit shall be converted into the right to receive an amount in cash equal to the Per Unit Amount and (ii) each issued and outstanding Incentive Unit, whether vested or unvested, shall be converted into the right to receive the Per Unit Amount.

WHEREAS, the Purchased Interests shall remain outstanding following the consummation of the transactions contemplated by this Agreement and the Merger Agreement.

NOW, THEREFORE, in consideration of the premises and mutual benefits representations, warranties, conditions, covenants and agreements contained herein, the parties hereto hereby agree as set forth below.

ARTICLE I PURCHASE AND SALE OF THE PURCHASED INTERESTS

1.1 Purchase and Sale of Purchased Interests.

Subject to the terms and conditions of this Agreement, at the Closing (as defined below), the Sellers shall sell, convey, assign and deliver to the Purchaser, and the Purchaser shall purchase from each Seller, the Purchased Interests set forth opposite each Seller's name on Schedule I hereto and any and all rights and benefits incident to the ownership thereof, in exchange for (i) promissory notes in the principal amount set forth opposite each Seller's name on Schedule I hereto (the "**Term C Notes**") and (ii) warrants representing the right to purchase the aggregate number of shares of the Purchaser's common stock determined pursuant to the terms of such warrant (the "**Warrants**"), each as issued by the Purchaser pursuant to the terms of the Third Amended and Restated Financing Agreement, dated as of December 31, 2008, by and among the Purchaser and the other parties named therein (including any side letter agreements thereto or as amended or otherwise modified from time to time, the "**Financing Agreement**").

1.2 The Closing.

The date and time of the closing (the "**Closing**") shall be 10:00 a.m., New York City time, on such date as the parties may agree (the "**Closing Date**") after notification of satisfaction or waiver of the conditions to the closing set forth in Article IV below at the office of

Schulte Roth & Zabel LLP, 919 Third Avenue, New York, New York 10022; provided, however, that the parties hereto agree that the Closing hereunder shall be conducted concurrently with the consummation of the transactions set forth in the Merger Agreement. All actions taken at the Closing shall be deemed to have occurred simultaneously.

ARTICLE II REPRESENTATIONS AND WARRANTIES OF THE SELLERS

Simultaneously with the execution and delivery of this Agreement, the Sellers shall deliver to the Purchaser a disclosure schedule with numbered sections corresponding to the relevant sections in this Agreement (the "**Seller Disclosure Schedule**"). Except as otherwise set forth in the Seller Disclosure Schedule, each of the Sellers, severally and not jointly as to itself and not the other Sellers, represents and warrants to the Purchaser as of the date hereof as set forth below; provided, however, that the representation set forth in Section 2.10(g) hereof is given solely by Citicorp North America Inc.

2.1 Organization and Existence.

Each Seller that is a corporation, limited liability company or similar entity is duly organized and validly existing under the laws of the jurisdiction of its formation. Parent is a limited liability company duly organized and validly existing under the laws of the state of Delaware.

2.2 Valid Issuance.

Each Seller's Purchased Interests, when sold and delivered in accordance with the terms and for the consideration set forth in this Agreement, will be validly issued and free of restrictions on transfer other than restrictions on transfer set forth in this Agreement, the Parent's Limited Liability Company Agreement, as amended and as in effect on the date hereof (the "**LLC Agreement**"), the Parent's Members Agreement, as amended and as in effect on the date hereof (the "**Members Agreement**"), applicable state and federal securities laws and liens or encumbrances created by or imposed by the Purchaser. Assuming the accuracy of the representations of the Purchaser in Article III of this Agreement, each Seller's Purchased Interests will be transferred in compliance with all applicable federal and state securities laws.

2.3 Title to Purchased Interests.

(a) Each Seller has good and valid title to such Seller's Purchased Interests as set forth on Schedule I hereto, free and clear of any lien, mortgage, security interest, pledge, charge or encumbrance of any kind ("**Liens**").

(b) Each Seller has good and valid title to such Seller's Class A Common Units as set forth on Schedule I to the Merger Agreement, free and clear of any Liens. Each Seller's Class A Common Units are free of restrictions on transfer other than restrictions on transfer set forth in the LLC Agreement or the Members Agreement or under applicable state and federal securities laws.

2.4 Authority.

Each Seller has all requisite power and authority to execute and deliver this Agreement and the Merger Agreement and to perform its obligations under this Agreement and the Merger Agreement, including, without limitation, the full power and authority to (x) sell and transfer such Seller's portion of the Purchased Interests and (y) consummate the transactions contemplated by the Merger Agreement. The execution, delivery and performance by each Seller of this Agreement and the Merger Agreement, and the consummation by it of the transactions contemplated hereby and thereby, have been duly and validly authorized by the board of directors or managers of such Seller (if applicable), and except for the delivery of the Written Consents in accordance with the terms of the Merger Agreement, no other action on the part of such Seller is necessary to authorize the execution and delivery by such Seller of this Agreement or the Merger Agreement and the consummation by it of the transactions contemplated hereby and thereby. This Agreement and the Merger Agreement have been duly executed and delivered on behalf of each Seller, and this Agreement and the Merger Agreement constitute the valid and legally binding obligations of each Seller enforceable against such Seller in accordance with their terms, except as such enforceability may be limited by general principles of equity or to applicable bankruptcy, insolvency, reorganization, moratorium, liquidation and other similar laws relating to, or affecting generally, the enforcement of applicable creditors' rights and remedies.

2.5 Non-contravention.

The execution, delivery and performance by each Seller of (i) this Agreement and the consummation by each Seller of the transactions contemplated hereby and (ii) the Merger Agreement and the consummation by each Seller of the transactions contemplated thereby (including, without limitation, the Merger) will not (a) result in a violation of the organizational documents of such Seller, (b) conflict with, or constitute a default (or an event which with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, any agreement, indenture or instrument to which such Seller is a party, or (c) subject in the case of the Merger Agreement to receipt of the FCC Consents and the Written Consents, result in a violation of any law, rule, regulation or Judgment (including federal and state securities laws) applicable to such Seller, except in the case of clauses (b) and (c) above, for such conflicts, defaults, rights or violations which would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the ability of such Seller to perform its obligations hereunder or under the Merger Agreement.

2.6 Consents.

Except for (i) any FCC or related regulatory consents or approvals as may be required to consummate the transfer of the Purchased Interests under the terms of this Agreement and (ii) the FCC Consents and the Written Consents in the case of the Merger Agreement, no consent, approval, permit, order, notification or authorization of, or any exemption from registration, declaration or filing with, any Governmental Body or any other Person is required in connection with the execution, delivery and performance by each Seller of this Agreement or the Merger Agreement or the consummation by each Seller of the transactions contemplated hereby or thereby (including, without limitation, the Merger).

2.7 Seller Status.

Each Seller (a) is a sophisticated Person with respect to the sale of such Seller's portion of the Purchased Interests; (b) has adequate information concerning the business and financial condition of Parent to make an informed decision regarding the sale of the Purchased Interests; and (c) has independently and without reliance upon the Purchaser, and based on such information as such Seller has deemed appropriate, made its own analysis and decision to enter into this Agreement, except that each Seller has relied upon the Purchaser's express representations, warranties and covenants in this Agreement. Each Seller acknowledges that the Purchaser has not given the Sellers any investment advice, credit information or opinion on whether the sale of the Purchased Interests is prudent.

2.8 Absence of Litigation.

Except as set forth on Schedule 2.8, there is no action, suit, claim, proceeding, inquiry or investigation before or by any Governmental Body pending or, to the knowledge of any Seller, threatened against or affecting any Seller that could reasonably be expected to have a material adverse affect on the ability of such Seller to perform its obligations hereunder or under the Merger Agreement.

2.9 No Brokers.

No placement agent, financial advisor or broker has been engaged by any Seller in connection with (x) the offer or sale of the Purchased Interests or (y) the transactions contemplated by the Merger Agreement (including, without limitation, the Merger). No Seller has taken any action that would give rise to any claim by any Person for brokerage commissions, finder's fees or similar payments relating to this Agreement or the Merger Agreement or the transactions contemplated hereby or thereby.

2.10 Transactions with Related Parties.

(a) Other than as set forth on Schedule 2.10, no agreement or transaction between the Parent or its subsidiaries, on the one hand, and (i) any Seller or Affiliate of such Seller, (ii) any director, officer, equity holder or Affiliate of such Seller, (iii) any relative or spouse (or relative of such spouse) of any Seller (such Persons in clauses (i), (ii) and (iii) being referred to herein as a Seller's "Related Party" or collectively as such Seller's "Related Parties"; provided, that for purposes of this Section 2.10, no Affiliate of Citigroup North America Inc. shall be deemed to be a Related Party), on the other hand, has been entered into which, if not existing, would have resulted in a Material Adverse Change or, irrespective of whether such would result in a Material Adverse Change, are of continuing effect.

(b) No Related Party is a director or officer of, or has any direct or indirect interest in [REDACTED]

(c) No Related Party owns or has any interest in, directly or indirectly, in whole or in part, any tangible or intangible property used in the conduct of the Parent's or its subsidiaries' business.

(d) Other than (i) [REDACTED]

(ii) as otherwise contemplated by this Agreement, no Seller owes any money

or other amounts to, nor is any such Seller owed any money or other amounts by, the Parent or its subsidiaries.

(e) Neither the Parent nor any of its subsidiaries has, directly or indirectly, guaranteed or assumed any indebtedness for borrowed money or otherwise for the benefit of any Related Party.

(f) Neither the Parent nor any of its subsidiaries has made any loans, payments or transfers of the Parent's or subsidiaries' assets to any Related Party.

(g) Alex Manzo has not structured, facilitated, negotiated or otherwise participated, directly or indirectly, in any transaction between the Company and any Affiliate of Citigroup North America Inc.

2.11 Dividends or Distributions.

No Seller has received any dividend or distribution with respect to any equity interests in Parent. For the avoidance of doubt, the reimbursement of reasonable bona fide expenses incurred in the ordinary course shall not be construed as a dividend or distribution for purposes of this Section 2.11.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser represents and warrants to each of the Sellers as of the date hereof as set forth below.

3.1 Organization and Existence.

The Purchaser is an entity duly organized and validly existing under the laws of the state of Delaware.

3.2 Authority.

The Purchaser has all requisite power and authority to execute, deliver and perform its obligations under this Agreement. This Agreement has been duly and validly authorized, executed and delivered on behalf of the Purchaser and shall constitute the legal, valid and binding obligation of the Purchaser enforceable against it in accordance with its terms, except as such enforceability may be limited by general principles of equity or to applicable bankruptcy, insolvency, reorganization, moratorium, liquidation and other similar laws relating to, or affecting generally, the enforcement of applicable creditors' rights and remedies.

3.3 Non-contravention.

The execution, delivery and performance by the Purchaser of this Agreement and the consummation by the Purchaser of the transactions contemplated hereby will not (a) result in a violation of the organizational documents of the Purchaser, (b) conflict with, or constitute a default (or an event which with notice or lapse of time or both would become a default) under, or

give to others any rights of termination, amendment, acceleration or cancellation of, any agreement, indenture or instrument to which the Purchaser is a party, or (c) result in a violation of any law, rule, regulation, order, judgment or decree (including federal and state securities laws) applicable to the Purchaser, except in the case of clauses (b) and (c) above, for such conflicts, defaults, rights or violations which would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the ability of the Purchaser to perform its obligations hereunder.

3.4 Consents.

Except for (i) any FCC or related regulatory consents or approvals as may be required to consummate the transfer of the Purchased Interests under the terms of this Agreement and (ii) the FCC Consents in the case of the Merger Agreement, no consent, approval, permit, order, notification or authorization of, or any exemption from registration, declaration or filing with, any governmental authority, regulatory body or any other Person is required in connection with the execution, delivery and performance by the Purchaser of this Agreement or the consummation by the Purchaser of the transactions contemplated hereby.

3.5 Absence of Litigation.

There is no action, suit, claim, proceeding, inquiry or investigation before or by any Government Body pending or, to the knowledge of the Purchaser, threatened against or affecting the Purchaser that could reasonably be expected to have a material adverse affect on the ability of the Purchaser to perform its obligations hereunder.

3.6 No Brokers.

The Purchaser has taken no action that would give rise to any claim by any Person for brokerage commissions, finder's fees or similar payments relating to this Agreement or the transactions contemplated hereby.

ARTICLE IV CONDITIONS TO CLOSING

4.1 Mutual Closing Conditions.

The obligation of the parties to consummate the transactions contemplated hereby on the Closing Date is subject to the satisfaction, on or before the Closing Date, of each of the following conditions:

(a) The parties hereto shall have obtained all required governmental, regulatory or third party consents and approvals necessary for the sale of the Purchased Interests and the consummation of the Merger, including the filing of the FCC Applications and the receipt of the FCC Consents (as such terms are defined in the Merger Agreement).

(b) Contemporaneously with the Closing, the transactions contemplated by the Merger Agreement shall be consummated.

4.2 Conditions to the Sellers' Obligation to Sell.

The obligation of the Sellers hereunder to sell the Purchased Interests to the Purchaser at Closing is subject to the satisfaction, on or before Closing, of each of the following conditions, provided, that these conditions are for the Sellers' sole benefit and may be waived by the Sellers at any time in their sole discretion by providing the Purchaser with prior written notice thereof:

(a) Contemporaneously with the Closing, the Purchaser shall have delivered the Term C Notes in favor of each Seller in the principal amounts set forth on Schedule I hereto, duly executed by the Purchaser.

(b) Contemporaneously with the Closing, the Purchaser shall have delivered the Warrants registered in the name of each Seller.

(c) Contemporaneously with the delivery of the Term C Notes and Warrants referenced in paragraphs (a) and (b) above, each Seller shall have executed and become a party to the Financing Agreement.

(d) Prior to or contemporaneously with the Closing, the Sellers shall have entered into and received all releases from liability contemplated under the terms of the Merger Agreement, including, without limitation, mutual releases from liability with (i) Parent, (ii) SS Holdings Parent, (iii) Merger Sub and (iv) each of the parties to the Financing Agreement, including each of the lenders thereunder.

(e) The representations and warranties of the Purchaser shall be true and correct in all material respects as of the date when made and as of Closing as though made at that time (except for representations and warranties that speak as of a specific date, which shall be true and correct as of such specified date), and the Purchaser shall have performed, satisfied and complied in all material respects with the covenants, agreements and conditions required by this Agreement to be performed, satisfied or complied with by the Purchaser at or prior to Closing.

4.3 Conditions to the Purchaser's Obligation to Purchase.

The obligation of the Purchaser hereunder to purchase the Purchased Interests at Closing is subject to the satisfaction, on or before Closing, of each of the following conditions, provided, that these conditions are for the Purchaser's sole benefit and may be waived by the Purchaser at any time in its sole discretion by providing the Sellers with prior written notice thereof:

(a) Contemporaneously with the Closing, the Sellers shall have caused the Purchased Interests being purchased in the Closing to be delivered to the Purchaser.

(b) The representations and warranties of the Sellers shall be true and correct in all material respects as of the date when made and as of Closing as though made at that time (except for representations and warranties that speak as of a specific date, which shall be true and correct as of such specified date), and the Sellers shall have performed, satisfied and complied in all material respects with the covenants, agreements and conditions required by this Agreement to be performed, satisfied or complied with by the Sellers at or prior to Closing.

**ARTICLE V
INDEMNIFICATION**

5.1 Indemnification by the Parties.

(a) From and after the Closing Date, each Seller shall indemnify, hold harmless and defend, severally but not jointly, the Purchaser from and against any and all claims, liabilities, damages, penalties, judgments, assessments, losses, costs and expenses, whether or not arising due to third-party claims (including reasonable attorneys' fees) (collectively, "Damages") arising out of or relating to any inaccuracy or breach of any representation or warranty by such Seller contained in this Agreement or (ii) any claim or assertion for broker's fees or expenses arising out of the transactions contemplated by this Agreement by any Person claiming to have been engaged by such Seller.

(b) From and after the Closing Date, Purchaser shall indemnify, hold harmless and defend each Seller from and against any and all Damages arising out of or relating to (i) any inaccuracy or breach of any representation or warranty by Purchaser contained in this Agreement or (ii) any claim or assertion for broker's fees or expenses arising out of the transactions contemplated by this Agreement by any Person claiming to have been engaged by Purchaser.

(c) Notwithstanding anything else herein to the contrary, the indemnification rights set forth in Section 5.1(a) shall constitute the sole and exclusive remedy available to Purchaser for any breach of any representation, warranty or other provision of this Agreement by any Seller, except for any claim arising from the fraud or intentional misconduct of any Seller.

**ARTICLE VI
MISCELLANEOUS PROVISIONS**

6.1 Fees and Expenses.

Each party hereto shall pay its own legal fees and expenses incurred in connection with the negotiation and execution of this Agreement and the consummation of the transactions contemplated hereby; provided, however, that any fees or expenses incurred by the Sellers in conjunction herewith shall be paid by Purchaser or Parent [REDACTED] provided further, that the aggregate amount of fees payable by Purchaser or Parent on behalf of the Members pursuant to this Section 6.1 and pursuant to Section 7.1 of the Merger Agreement [REDACTED]

6.2 Governing Law; Jurisdiction; Jury Trial.

All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by the internal laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of New York. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in The City of New York, Borough of Manhattan for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees

not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof to such party at the address for such notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. **EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY.**

6.3 Headings.

The headings of this Agreement are for convenience of reference and shall not form part of, or affect the interpretation of, this Agreement.

6.4 Severability.

If any provision of this Agreement is prohibited by law or otherwise determined to be invalid or unenforceable by a court of competent jurisdiction, the provision that would otherwise be prohibited, invalid or unenforceable shall be deemed amended to apply to the broadest extent that it would be valid and enforceable, and the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions of this Agreement so long as this Agreement as so modified continues to express, without material change, the original intentions of the parties as to the subject matter hereof and the prohibited nature, invalidity or unenforceability of the provision(s) in question does not substantially impair the respective expectations or reciprocal obligations of the parties or the practical realization of the benefits that would otherwise be conferred upon the parties. The parties will endeavor in good faith negotiations to replace the prohibited, invalid or unenforceable provision(s) with a valid provision(s), the effect of which comes as close as possible to that of the prohibited, invalid or unenforceable provision(s).

6.5 Entire Agreement; Amendments.

This Agreement and the Merger Agreement together supersede all prior oral or written agreements among the Purchaser and the Sellers, their Affiliates and Persons acting on their behalf with respect to the matters discussed herein, and this Agreement and the instruments referenced herein (including, without limitation, the Merger Agreement) contain the entire understanding of the parties with respect to the matters covered herein and therein and, except as specifically set forth herein or therein, none of the parties makes any representation, warranty, covenant or undertaking with respect to such matters. No provision of this Agreement may be amended other than by an instrument in writing signed by Purchaser and Sellers owning [REDACTED]. No provision hereof may be waived other than by an instrument in writing signed by the party against whom enforcement is sought.

6.6 Notices.

Any notices, consents, waivers or other communications required or permitted to be given under the terms of this Agreement must be in writing and will be deemed to have been delivered: (a) upon receipt, when delivered personally; (b) upon receipt, when sent by facsimile (provided confirmation of transmission is mechanically or electronically generated and kept on file by the sending party); or (c) one business day after deposit with an overnight courier service, in each case properly addressed to the party to receive the same. The addresses and facsimile numbers for such communications shall be:

If to Purchaser, to:

Davidson Media Holding Corporation
1670 Broadway, 3rd Floor
New York, NY 10012
Attention: Felix L. Perez
Telephone: (212) 813-6760
Facsimile: (212) 253-9799

If to any Seller, to the address set forth opposite such Seller's name on Schedule I attached hereto, with copies (for information purposes only) to:

Willkie Farr & Gallagher LLP
787 Seventh Avenue
New York, NY 10019-6099
Attention: Bruce Herzog, Esq.
Telephone: (212) 728-8000
Facsimile: (212) 728-8111

Written confirmation of receipt (A) given by the recipient of such notice, consent, waiver or other communication, (B) mechanically or electronically generated by the sender's facsimile machine containing the time, date, recipient facsimile number and an image of the first page of such transmission or (C) provided by an overnight courier service shall be rebuttable evidence of personal service, receipt by facsimile or receipt from an overnight courier service in accordance with clause (a) or (c) above, respectively.

6.7 Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. No party shall assign this Agreement or any of its respective rights or obligations hereunder without the prior written consent of the other parties hereto; provided, however, that any Seller shall be allowed to assign this Agreement or any of its respective rights or obligations hereunder to Affiliates of such Seller without the need to obtain the consent of the other parties hereto; provided further, that any Seller that assigns this Agreement or any of its rights or obligations hereunder to any Affiliate shall provide the Purchaser with notice of such assignment within 15 business days thereof.

6.8 No Third Party Beneficiaries.

This Agreement is intended solely for the benefit of the parties hereto and their respective permitted successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other Person, except as set forth in Section 5.1 hereof.

6.9 Termination.

This Agreement may be terminated by the unanimous express written consent of all parties hereto. This Agreement shall terminate automatically upon the termination of the Merger Agreement.

6.10 No Strict Construction.

The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rules of strict construction will be applied against any party.

6.11 Further Assurances.

From the date set forth above through the Closing, each party shall use its commercially reasonable efforts to do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as any other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the Merger Agreement and the consummation of the transactions contemplated hereby and thereby.

6.12 Confidentiality.

From the date hereof through and including the Closing, no party shall issue, or cause or permit the publication by any of their respective Affiliates or representatives of, any press release or other announcement with respect to this Agreement unless such party has provided such press release or other announcement to each of the other parties hereto and provided such other parties the opportunity to review and shall not include any information which shall have been reasonably objected to by such other parties; and provided further that in no event will such press release disclose the name of any Seller without the consent of the applicable Seller.

6.13 Counterparts.

This Agreement may be executed in two or more counterparts, including by electronic mail or facsimile, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

6.14 Survival.

The representations and warranties of the Sellers and Purchaser set forth in this Agreement shall survive the Closing for [REDACTED] except for the representation contained in Section 2.3 which shall [REDACTED]

**ARTICLE VII
CERTAIN DEFINITIONS**

"Affiliate" has the meaning set forth in the Merger Agreement.

"Class A Common Unit" has the meaning set forth in the Merger Agreement.

"FCC Consents" has the meaning set forth in the Merger Agreement.

"Governmental Body" has the meaning set forth in the Merger Agreement.

"Incentive Unit" has the meaning set forth in the LLC Agreement.

"Judgment" has the meaning set forth in the Merger Agreement.

"Material Adverse Change" and *"Material Adverse Effect"* have the meanings set forth in the Merger Agreement.

"Per Unit Amount" has the meaning set forth in the Merger Agreement.

"Person" has the meaning set forth in the Merger Agreement.

"Written Consents" has the meaning set forth in the Merger Agreement.

[Remainder of Page Intentionally Left Blank]

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

PURCHASER:

DAVIDSON MEDIA HOLDING CORPORATION

By: _____

Name: *Felix Perez*
Title: *President*

SELLERS:

CAPSTREET II, L.P.

By: CapStreet GP II, L.P., its general partner

By: The CapStreet Group, LLC, its general partner

By: _____

Name:
Title:

CAPSTREET PARALLEL II, L.P.

By: The CapStreet Group, LLC, its general partner

By: _____

Name:
Title:

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

PURCHASER:

DAVIDSON MEDIA HOLDING CORPORATION

By: _____
Name:
Title:

SELLERS:

CAPSTREET II, L.P.

By: CapStreet GP II, L.P., its general partner

By: The CapStreet Group, LLC, its general partner

By: *KL Kohlmeier*
Name: Katherine L. Kohlmeier
Title: Chief Financial Officer

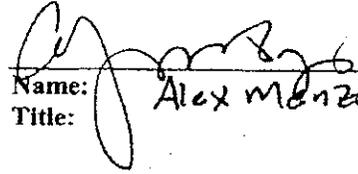
CAPSTREET PARALLEL II, L.P.

By: The CapStreet Group, LLC, its general partner

By: *KL Kohlmeier*
Name: Katherine L. Kohlmeier
Title: Chief Financial Officer

[Signature Page to Purchase Agreement]

CITICORP NORTH AMERICA INC.

By: 
Name: Alex Menzu
Title:

**BLACK ENTERPRISE/GREENWICH
STREET CORPORATE GROWTH
PARTNERS, L.P.**

**By: Black Enterprise/Greenwich Street
Corporate Growth Investors, LLC, its general
partner**

By: 

Name:

Jeffrey Scott

Title:

Managing Director

MERCURY CAPITAL PARTNERS III, L.P.

By: Mercury Capital III GP, L.P., its general partner

By: *Charles E. Smith*

Name:

Title:

[Signature Page to Purchase Agreement]

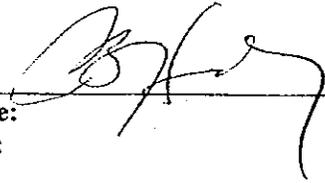
HILLMAN DMG LLC

By: Wanda M. Cook
Name: Wanda M. Cook
Title: President

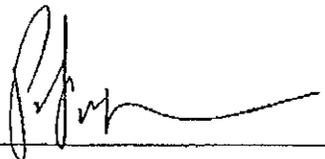
ASTRON SERVICES, INC.

By:

Name:
Title:



Peter W. Davidson

A handwritten signature in black ink, appearing to read 'Peter W. Davidson', is written over a solid horizontal line. The signature is stylized and cursive.

William Cohan

William D Cohan

SCHEDULE I

| Seller | Address and Facsimile Number | Number of Issued and Outstanding Series A Preferred Units Owned by Seller | Principal Amount of Term C Notes to Seller | Number of Warrants to Seller ⁽¹⁾ |
|--|--|---|---|--|
| CAPSTREET II, L.P. | The CapStreet Group 600 Travis, Ste 6110 Houston, TX 77002 Attention: Kathy Kohlmeyer Facsimile: 713-332-2701 Telephone: 713-332-2725 | 16,448.953 | \$740,118.88 | 141.41 |
| CAPSTREET PARALLEL II, L.P. | The CapStreet Group 600 Travis, Ste 6110 Houston, TX 77002 Attention: Kathy Kohlmeyer Facsimile: 713-332-2701 Telephone: 713-332-2725 | 2,330.357 | \$104,854.16 | 20.03 |
| CITICORP NORTH AMERICA INC. | Citigroup Venture Capital International 399 Park Ave, Floor 14 New York, NY 10022 Attention: Alex Manzo Facsimile: 212-793-3368 Telephone: 212-559-2023 | 14,084.483 | \$633,729.80 | 121.09 |
| BLACK ENTERPRISE/GREENWICH STREET CORPORATE GROWTH PARTNERS, L.P. | Black Enterprise/ Greenwich Street 641 Lexington Ave, Ste 2300 New York, NY 10022 Attention: Jeffrey C. Scott Facsimile: 212-796-8785 Telephone: 212-796-8788 | 4,694.827 | \$211,243.24 | 40.36 |
| MERCURY CAPITAL PARTNERS III, L.P. | Mercury Capital Partners 726 Exchange Street Suite 410 Buffalo, NY 14210 Attention: Charles W. Banta Facsimile: 716-332-9566 Telephone: 713-332-9575 | 2,965.628 | \$133,438.11 | 25.50 |
| HILLMAN DMG LLC | The Hillman Company 330 Grant Street Pittsburgh, PA 15219 Attention: R. Alan Wright Facsimile: 412-338-3520 Telephone: 412-338-3475 | 1,977.086 | \$88,958.77 | 17.00 |

| | | | | |
|-----------------------|---|-----------|--------------|-------|
| ASTRON SERVICES, INC. | Star Media Group, Inc. 5080 Spectrum Drive Suite 609 East Addison, TX 75001 Attention: Peter S. Handy Facsimile: 972-458-1330 Telephone: 972-458-9300 | 3,024.269 | \$136,076.66 | 26.00 |
| PETER W. DAVIDSON | Blackstrap Broadcasting 670 Broadway, Ste 305 New York, NY 10012 Attention: Peter Davidson Facsimile: 212-253-9799 Telephone: 212-813-6775 | 426.0 | \$19,167.82 | 3.66 |
| WILLIAM COHAN | 180 Riverside Drive New York, New York 10024 Attention: Bill Cohan Facsimile: None Telephone: None | 187.5 | \$8,436.54 | 1.61 |

(1) The number of Warrants to be issued to each Seller is based on a fully-diluted equity of 6666.67 shares of the Purchaser after the issuance of the Warrants pursuant to the formula set forth in the Financing Agreement.

Total Number of Series A Preferred Units Outstanding: 46,139.103

Aggregate Term C Loan Amount: \$2,076,024.00

SELLER DISCLOSURE SCHEDULE

to

PURCHASE AGREEMENT

by and among

DAVIDSON MEDIA HOLDING CORPORATION

AND

THE SELLERS LISTED THEREIN

Dated as of January 30, 2009

(the "Purchase Agreement")

This Seller Disclosure Schedule has been prepared and delivered in connection with the Purchase Agreement and constitutes the Seller Disclosure Schedule contemplated in Article II of the Purchase Agreement.

Inclusion of information herein shall not be construed as an admission that such information represents a material item, fact, exception of fact, event or circumstance or that the occurrence or non-occurrence of any change or effect related to such item would result in a Material Adverse Effect.

Certain information set forth in this Seller Disclosure Schedule is included solely for informational purposes and may not be required to be disclosed pursuant to the Purchase Agreement. The disclosure of any information herein shall not be deemed to constitute an acknowledgement that such information is required to be disclosed in connection with the representations and warranties made by Purchaser or the Sellers in the Purchase Agreement or that it is material, nor shall such information be deemed to establish a standard of materiality.

Capitalized terms used herein without definition have the meanings set forth in the Purchase Agreement.

4692047.3

Schedule 2.8

Absence of Litigation

None.

Schedule 2.10

Transactions with Related Parties

REDACTED