

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:

Nassau Broadcasting Partners, L.P., *et al.*,<sup>1</sup>

Debtors and Debtors-in-Possession.

Chapter 11

Case No. 11-12934 (KG)

(Jointly Administered)

**Related Docket No.: 411**

**NOTICE OF FILING OF FULLY EXECUTED  
ASSET PURCHASE AGREEMENT BY AND AMONG THE  
DEBTORS AND CONNOISSEUR MEDIA ACQUISITIONS, LLC**

PLEASE TAKE NOTICE THAT the above-captioned debtors and debtors-in-possession (the “Debtors”) hereby file with the Court the fully executed Asset Purchase Agreement by and among the Debtors and Connoisseur Media Acquisitions, LLC dated November 30, 2012 (the “Asset Purchase Agreement”)<sup>2</sup>, which was approved by the United States Bankruptcy Court for the District of Delaware under and pursuant to the *Order (I) Authorizing the Sale of the Debtors’ Assets Free and Clear of Liens, Claims, Encumbrances, and Other Interests, (II) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection Therewith, and (III) Granting Related Relief*, dated May 8, 2012 (Docket No. 411; the “Sale Order”) and the original asset purchase agreement approved by and affixed to the Sale Order.<sup>3</sup> The Asset Purchase Agreement is being filed

---

<sup>1</sup> The Debtors are the following entities (last four digits of EIN in parentheses): (i) Nassau Broadcasting Partners, L.P., a Delaware limited partnership (9866) (Case No. 11-12934), (ii) Nassau Broadcasting I, LLC, a Delaware limited liability company (7047) (Case No. 11-12931), (iii) Nassau Broadcasting II, LLC, a Delaware limited liability company (2048) (Case No. 11-12932), and (iv) Nassau Broadcasting III, LLC, a Delaware limited liability company (9570) (Case No. 11-12933). The mailing address for the Debtors is 619 Alexander Road, Third Floor, Princeton, NJ 08540.

<sup>2</sup> A true and correct copy of the Asset Purchase Agreement is attached hereto as **Exhibit 1**.

<sup>3</sup> See Section 12.10 of original asset purchase agreement affixed to the Sale Order.

herewith without the schedules and exhibits thereto, which are in the process of being finalized and will be filed with the Court at a later date.

Dated: December 3, 2012  
Wilmington, Delaware

Respectfully submitted,  
PEPPER HAMILTON LLP

/s/ John H. Schanne II  
David M. Fournier (DE No. 2812)  
John H. Schanne II (DE No. 5260)  
Hercules Plaza, Suite 5100  
1313 N. Market Street  
P.O. Box 1709  
Wilmington, DE 19899-1709  
Telephone: 302.777.6500  
Facsimile: 302.421.8390

-AND-

Leon R. Barson (admitted *pro hac vice*)  
PEPPER HAMILTON LLP  
3000 Two Logan Square  
Eighteenth and Arch Streets  
Philadelphia, PA 19103-2799  
Telephone: 215.981.4424  
Facsimile: 215.981.4750

*Counsel for the Debtors and Debtors in Possession*

**EXHIBIT 1**  
**(ASSET PURCHASE AGREEMENT)**

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the “**Agreement**”) is made and entered into as of this 30th day of November, 2012, by and among Connoisseur Media Acquisitions, LLC (the “**Buyer**”), on the one hand, and Nassau Broadcasting I, LLC, Nassau Broadcasting II, LLC, Nassau Broadcasting III, LLC and Nassau Broadcasting Partners, L.P. (collectively, the “**Seller**” and, together with Buyer, the “**Parties**”), each Seller being a debtor and debtor-in-possession under sections 1107(a) and 1108 of chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”) under Case No. 11-12931 (KG) through Case No. 11-12934 (KG) (together, the “**Cases**”) pending in the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”).

### RECITALS

A. Seller owns and operates the following radio broadcast stations (the “**Stations**”) pursuant to certain authorizations issued by the Federal Communications Commission (“**FCC**”) and has heretofore been engaged in the business of the ownership, operation and management of the Stations (such business is referred to herein as the “**Business**”): WPST(FM), Trenton NJ (Facility ID 25013); WODE-FM, Easton, PA (Facility ID 8595); WSBG(FM), Stroudsburg, PA (Facility ID 47424); WWYY(FM), Belvidere, NJ (Facility ID 54689); WEEX(AM), Easton, PA (Facility ID 8596); WTKZ(AM), Allentown, PA (Facility ID 27510 ); WVPO(AM) Stroudsburg, PA (Facility ID 47423); WBYN(AM), Lehigh, PA (Facility ID 69688), WCHR(AM), Trenton, NJ (Facility ID 25011); and WNJE(AM), Flemington, NJ (Facility ID 28130).

B. On October 12, 2011, orders for relief were entered in each of the Cases under chapter 11 of the Bankruptcy Code, and the Cases are pending under the jointly administered caption *In re: Nassau Broadcasting Partners, L.P.*, Case No. 11-12934 (KG);

C. On May 8, 2012, the Bankruptcy Court entered an order (the “**Sale Order**”) approving the sale of certain of the Sellers’ assets (including the Stations) to Goldman Sachs Credit Partners L.P., in its capacity as administrative agent and collateral agent under that certain Second Amended and Restated Credit and Guarantee Agreement, dated as of August 31, 2005, but effective as of June 30, 2005 (the “**Agent**”), pursuant to an Asset Purchase Agreement, by and among Agent and Seller, dated May 8, 2012 (the “**Original Purchase Agreement**”), pursuant to section 363 of the Bankruptcy Code and the assumption and assignment of the Purchased Assets (as defined in the Original Purchase Agreement) that are executory contracts pursuant to section 365 of chapter 7 of title 11 of the United States Code, 11 U.S.C. § 101 *et seq.* (the “**Bankruptcy Code**”), free and clear of all liens;

D. On November 30, 2012, Buyer entered into an Assignment and Assumption Agreement with the Agent pursuant to which Agent assigned its rights under the Original Purchase Agreement with respect to the Stations subject to the terms and conditions set forth in this Agreement;

E. Seller wishes to sell, transfer, convey and assign to Buyer, pursuant to sections 105(a), 363 and 365 of the Bankruptcy Code, certain assets heretofore used in connection with

the operation of the Stations and the FCC authorizations for and directly associated with the Stations, as more particularly described and on the other terms and conditions specified in detail below, and Buyer wishes to so purchase and acquire such assets from Seller; and

F. Simultaneously with the execution of this Agreement, Buyer, Nassau Broadcasting I, LLC and Nassau Broadcasting II, LLC have entered into a Local Programming and Marketing Agreement (the “**LMA**”) pursuant to which, among other things, and subject to the terms and conditions of the LMA, Buyer will provide programming for, and be entitled to receive the revenues from the sale of advertising on, the Stations.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Transfer of Assets.

1.1. Purchase and Sale of Assets. On the Closing Date, as hereinafter defined, in consideration of the covenants, representations and obligations of Buyer hereunder, and subject to the conditions hereinafter set forth, Seller shall sell, transfer, convey, assign and deliver to Buyer, and Buyer shall purchase from Seller, all of Seller's rights, title and interests in and to the following assets (collectively, the “**Assets**”):

1.1.1. Licenses and Authorizations. The Seller's rights in and to the assignable licenses, permits and other authorizations issued to Seller by any governmental authority and used in the operation of the Stations, including all licenses, permits and other authorizations issued to Seller by the FCC with respect to the Stations, or any pending applications (the “**FCC Licenses**”), including those listed on **Schedule 1.1.1** attached hereto and incorporated herein by this reference, together with any additions thereto, including renewals or modifications of such licenses, permits, and authorizations, and all of Seller's right in and to the call letters of the Stations.

1.1.2. Real Property Interests. Seller's right, title and interest in the Owned Real Property (as defined below) and listed on **Schedule 1.1.2(i)** attached hereto and incorporated herein by this reference, which is owned by the Seller and used in the operation of the Stations, and Seller's right, title and interest in and to the Real Property Leases (as defined below) and described in **Schedule 1.1.2(ii)** attached hereto and incorporated herein by this reference, including the improvements and appurtenances to such improvements, located on the real property occupied by Seller, including without limitation, buildings, outside storage areas, driveways, walkways and parking areas, but in all events only to the extent of Seller's interest in and to same.

1.1.3. Tangible Personal Property. All of those items of equipment and tangible personal property used in the operation of the Stations including those items listed on **Schedule 1.1.3** attached hereto and incorporated herein by this reference (collectively, the “**Personal Property**”). The Personal Property shall expressly exclude any equipment or other tangible personal property held by any Seller pursuant to a lease, rental agreement, contract, license or similar arrangement (an “**Excluded Contract**”) where Buyer does not assume the

underlying lease, rental agreement, contract, license or similar arrangement relating to such personal property at the Closing.

1.1.4. Intangible Rights. All of Seller's right in and to all registered and unregistered trademarks, trade names, service marks, franchises and copy rights, including registrations and applications for registration of any of them, and all jungles, logos, slogans, licenses, patents, Internet domain names, Internet URLs, Internet web sites, content and data bases, permits, privileges, and other intangible rights and interests applied for, issued to or owned by Seller for use in the operation of the Stations and including those items listed on **Schedule 1.1.4** attached hereto and incorporated herein by this reference (collectively, the "**Intangible Property**").

1.1.5. Programming and Copyrights. All programs and programming materials and elements, music libraries and software of whatever form or nature owned, leased or licensed by Seller and used or held for use in connection with the operation of the Stations on the Closing Date, whether recorded on tape or any other media or intended for live performance, and whether completed or held introduction and any related common law and statutory copyrights owned by Seller or used or held for use in connection with the operation of the Stations, or licensed or sublicensed to Seller in connection therewith, but excluding any software or other material held by Seller pursuant to a license or other contract where Buyer does not assume the underlying contract.

1.1.6. Business Records. All records, books of accounts, sales correspondence, invoices, and related files and statements primarily relating to the operation of the Stations; the content of the Stations' local public inspection files, including copies of filings with the FCC related to the Stations and all FCC logs regarding the Stations in the possession of Seller as of the Closing Date and all other records as are required to be maintained under the rules and regulations of the FCC; and all other technical information and engineering data solely relating to the operation of the Stations in the possession of Seller, but excluding Seller's entity records and other governance material and any materials containing privileged communications and any other materials which are subject to the attorney-client or any other privilege.

1.1.7. Assumed Contracts. All of Seller's rights under and interest in all barter trade and other contracts identified and set forth in **Schedule 1.1.7** attached hereto and incorporated herein by this reference.

1.2. Excluded Assets. Notwithstanding anything to the contrary in this Agreement, the Assets shall be limited to the items specifically identified or described in Section 1.1 above and shall in any event exclude all of the following (collectively, the "**Excluded Assets**"): (i) all cash and cash equivalents; (ii) those items specifically excluded pursuant to the provisions of Section 1.1 above; (iii) all rights, claims or causes of action relating to the Excluded Assets and all of Seller's rights, claims or causes of action arising under chapter 5 of the Bankruptcy Code; (iv) any equity interests of any Seller; (v) the Seller's rights under this Agreement and the consideration payable by Buyer hereunder; (vi) all life insurance policies owned by Nassau Broadcasting Partners, L.P. on the life of Louis Mercatanti; (vii) insurance proceeds, claims and causes of action with respect to or arising in connection with (A) any contract which is not assigned to Buyer at the Closing, or (B) any item of tangible or intangible

property not acquired by Buyer at the Closing; (viii) any contract or agreement which is not assumable and assignable as a matter of applicable law (including, without limitation, any with respect to which any consent requirement in favor of the counter-party thereto may not be overridden pursuant to section 365 of the Bankruptcy Code); (ix) all rights and claims in or to any refunds or credits of or with respect to any taxes, assessments or similar charges paid by or on behalf of Seller, in each case to the extent applicable to any period prior to the Closing; (x) tax records, minute books, stock transfer books and corporate seals of any Seller; (xi) Seller's accounts receivable and any other rights to payment of cash consideration for goods or services sold or provided prior to the earlier of Closing or commencement of the LMA (the "**LMA Commencement Date**"); and (xii) any assets of Seller which have been or will be transferred, sold, assigned or otherwise conveyed to any purchaser in the Cases prior to the Closing Date pursuant to existing agreements.

1.3. Instruments of Transfer. The sale, assignment, transfer, conveyance and delivery of the Assets to Buyer shall be made by assignments, bill of sale, and other instruments of assignment, transfer and conveyance provided for in Section 4 below and such other instruments as may reasonably be requested by Buyer to sell, transfer, convey, assign and deliver the Assets to Buyer, but in all events only to the extent that the same do not impose any monetary obligations upon Seller or in any other respect increase in any material way the burdens imposed by the other provisions of this Agreement upon Seller.

2. Consideration.

2.1. Purchase Price. The purchase price for the Assets shall consist of the following components (collectively, the "**Purchase Price**"):

2.1.1. At Closing, cash consideration to be paid by Buyer for the Assets (the "**Cash Component of the Purchase Price**") in the amount of \$41,500,000; and

2.1.2. At Closing, the payment by Buyer of all cure amounts owing in connection with the assumption and assignment of Leases and Contracts elected to be assumed by Buyer and solely related to the Stations (collectively, the "**Assumed Contracts**"), which payments shall be made by Buyer directly to the counterparties to the Assumed Contracts; provided, however, if Buyer is not satisfied with the final cure amount in respect of any Assumed Contract, as determined by the Bankruptcy Court, Buyer may, in its sole discretion, no later than three (3) days prior to Closing, elect to reject such contract by written notice to Seller, the counterparty to such contract and the Bankruptcy Court and any contracts so rejected shall be deemed to be Excluded Contracts for purposes of this Agreement.

2.1.3. The Purchase Price shall be paid as follows:

(a) Concurrently with the mutual execution and delivery of this Agreement (the date of such mutual execution and delivery is sometimes referred to herein as the "**Execution Date**"), Buyer shall deposit into an escrow (the "**Escrow**") with Wilmington Trust, N.A. (the "**Escrow Holder**") an amount equal to ten (10%) percent of the Cash Component of the Purchase Price (the "**Deposit**") in immediately available, good funds, pursuant to joint escrow instructions to be delivered to the Escrow Holder on or before the Execution Date. In turn, the

Escrow Holder shall immediately deposit the Deposit into an interest-bearing account. The Deposit shall become nonrefundable upon the termination of the transaction contemplated by this Agreement by reason of Buyer's default of any obligation hereunder, including without limitation, the failure of Buyer to obtain sufficient funding to enable Buyer to consummate the purchase of the Assets from Seller and otherwise perform all of Buyer's obligations under this Agreement at or prior to such time as all the other conditions to Closing set forth in Sections 5.1 and 5.2 hereof have been satisfied or waived, or the failure to pay the Additional Amounts described below (a "**Buyer Default Termination**"), it being agreed that Seller shall be entitled to terminate this Agreement unless Buyer has cured the applicable default within fifteen (15) days following its receipt of written notice thereof from Seller. In addition, Buyer will deposit an additional \$200,000 into the Escrow on the first day of each month commencing February 1, 2013 (the "**Additional Amounts**") until (i) such time as Buyer provides Seller with a firm commitment letter from Buyer's senior lender (Webster Bank, N.A.) in form and substance reasonably acceptable to Seller to provide debt financing for the transaction contemplated herein in the amount of \$32,000,000, or (ii) the Closing. All such Additional Amounts shall become part of the Deposit subject to the provisions of this Agreement and shall be credited toward Buyer's payment of the Purchase Price at Closing. At the Closing, the Deposit (and any interest accrued thereon) shall be credited and applied toward payment of the Purchase Price. In the event the Deposit becomes nonrefundable by reason of a Buyer Default Termination, Escrow Holder shall immediately disburse the Deposit (including any Additional Amounts deposited) and all interest accrued thereon to Seller to be retained by Seller for its own account. If the transactions contemplated herein terminate by reason of (A) Seller's default under this Agreement, it being agreed that Buyer shall have the right to so terminate this Agreement unless Seller has cured the applicable default within fifteen (15) days following receipt of written notice thereof from Buyer, or (B) subject to Section 13.25, the failure of a condition to Buyer's obligations hereunder, or (C) Buyer's election to terminate this Agreement in accordance with Section 13.1 herein, the Escrow Holder shall return to Buyer the Deposit (including any Additional Amounts deposited), together with all interest accrued thereon.

(b) On the Closing Date, Buyer shall (A) cause the Escrow Holder to deliver the Deposit (together with all accrued interest thereon) to Seller, and (B) pay and deliver, in good funds, the balance of the Cash Component of the Purchase Price to Seller.

## 2.2. Assumed Liabilities and Indemnification.

(a) Except as provided in the LMA, Buyer shall, effective as of the Closing Date, be assigned Seller's interests under the Assumed Contracts (specifically excluding the Excluded Contracts) to be assigned by Seller under this Agreement and shall assume all then existing liabilities and obligations of Seller (i) for cure payments payable to counter-parties thereto in connection with the assumption and assignment of the Assumed Contracts in accordance with the Sale Order (subject to Section 2.1.2 above), (ii) accruing under the Assumed Contracts on and after the Closing Date, (iii) arising in connection with Buyer's operations using the Assets from and after the Closing Date; and (iv) with respect to any such additional liabilities and obligations as may be set forth or described on **Schedule 2.2(a)(iv)** hereto (collectively, the "**Assumed Liabilities**"). Except as provided in the LMA, other than the Assumed Liabilities, Buyer is not assuming and shall not be liable for any liabilities or obligations of Seller.



(b) From and after the Closing Date, Buyer shall indemnify and hold Seller harmless from and against any and all administrative priority claims with respect to any unexpired leases of nonresidential real property listed on Schedule 1.1.7 that were previously assumed by Seller by order of the Bankruptcy Court on or after May 7, 2012, but which are subsequently removed from Schedule 1.1.7 by Buyer and rejected by Seller. For the avoidance of doubt, Buyer shall be under no obligation to indemnify or hold Seller harmless from and against any claim that is allowable only as a general unsecured claim.

(c) From and after the Closing Date, Buyer shall indemnify, defend (with counsel satisfactory to Seller), protect and save and hold Seller harmless of, from and against any and all costs, loss, liability, damages, expenses (including, without limitation, all court costs and reasonable attorneys' fees), claims, demands, fines, penalties, violations, actions, proceedings, liens, or causes of action arising from or in any way relating to the Assumed Liabilities.

2.3. Purchase Price Allocation. Promptly following (but not later than fifteen (15) days after) the Closing Date, Buyer shall prepare and deliver to Seller for their review and consideration a schedule (the “**Allocation Schedule**”) allocating the Purchase Price among the various assets comprising the Assets in accordance with Treasury Regulation 1.1060-1 (or any comparable provisions of state or local tax law) or any successor provision. If Seller disagrees with or raise objections to the Allocation Schedule, Buyer and Seller will promptly negotiate in good faith to resolve such objections. If the Parties are able to agree upon the allocation of the Purchase Price, Buyer and Seller shall report and file all tax returns (including any amended tax returns and claims for refund) consistent with such mutually agreed upon Purchase Price allocation, and shall take no position contrary thereto or inconsistent therewith (including in any audits or examinations by any taxing authority or any other proceedings). Buyer and Seller shall file or cause to be filed any and all forms (including U.S. Internal Revenue Service Form 8594), statements and schedules with respect to such allocation, including any required amendments to such forms. If, on the other hand, the Parties are unable to mutually agree upon the manner in which the Purchase Price should be allocated, Buyer and Seller shall be free to make their own respective allocations of the Purchase Price for tax purposes. Notwithstanding any other provisions of this Agreement, in the event the Parties mutually agree upon the allocation of the Purchase Price, the provisions of this Section 2.3 shall survive the Closing.

2.4. Assignment and Assumption of Contracts. At Closing, Seller shall, pursuant to the Sale Order and a form of assignment and assumption agreement, assume, sell, transfer and assign to Buyer the Assumed Contracts and which are set forth on **Schedule 2.4** hereto; provided, however, that Buyer shall have the right, in its sole discretion, to notify Seller in writing of any Assumed Contract that it does not wish to assume. Buyer will pay all cure costs in connection with such assumption, sale, transfer and assignment (as agreed to between the Parties or as determined by the Bankruptcy Court), and Buyer will assume and agree to perform and discharge the Assumed Contracts. Seller shall take all actions reasonably necessary to cause such Assumed Contracts to be assumed by Seller and transferred and assigned to Buyer pursuant to section 365 of the Bankruptcy Code, and Buyer shall, at or prior to Closing, comply with all requirements under section 365 necessary to assign to Buyer the Assumed Contracts. Buyer and Seller agree that there shall be excluded from the Assets any Assumed Contracts that are not assignable or transferable pursuant to the Bankruptcy Code or otherwise without the consent of

any person or entity other than Seller (and which shall be deemed to be an Excluded Contract), to the extent that such consent shall not have been given three (3) days prior to the Closing, and the Closing shall proceed with respect to the remaining Assets without reduction to the Purchase Price.

## 2.5. Prorations.

(a) Except as provided in the LMA, the operation of the Stations and the income and operating expenses attributable thereto until 11:59 p.m. on the Closing Date (the “**Adjustment Time**”) shall be for the account of Seller and thereafter for the account of Buyer, and income and expenses shall be prorated between Seller and Buyer as of the Adjustment Time in accordance with generally accepted accounting principles, and the Purchase Price shall be adjusted accordingly.

(b) Such prorations shall include all property taxes, FCC regulatory fees, utility expenses, rent and similar prepaid and deferred items. Sales commissions related to the sale of advertisements broadcast on the Stations prior to Closing or the LMA Commencement Date, as applicable, shall be the responsibility of Seller, and sales commissions related to the sale of advertisements broadcast on the Stations after Closing or the LMA Commencement Date, as applicable, shall be the responsibility of Buyer. Prorations and adjustments shall be made at Closing or the LMA Commencement Date, as applicable, to the extent practicable. As to those prorations and adjustments not capable of being ascertained at Closing, an adjustment and proration shall be made within sixty (60) calendar days after Closing.

(c) Notwithstanding the foregoing, with respect to trade, barter or similar agreements for the sale of time for goods or services, if at the earlier of Closing or commencement of the LMA the Stations have an aggregate negative barter balance (*i.e.*, the amount by which the value of air time to be provided by the Stations after the first to occur of Closing or commencement of the LMA exceeds the fair market value of corresponding goods and services to be received by the Stations after the first to occur of Closing or commencement of the LMA) in excess of \$75,000, then such excess shall be treated as prepaid time sales and adjusted for as a proration in Buyer’s favor. There shall be no proration for a positive barter balance.

## 3. Application to and Consent by the Federal Communications Commission.

3.1. Commission Consent. Consummation of the transactions contemplated herein and the performance of the obligations of Seller and Buyer under this Agreement are subject to the condition that the FCC or its staff shall have given its consent in writing, without any condition that would have a Material Adverse Effect (as defined in Section 3.2.3 below), on Buyer or Seller, to the assignment of the FCC Licenses from Seller to Buyer.

## 3.2. Application for FCC Consent.

3.2.1. Seller and Buyer agree to proceed expeditiously and with due diligence and to use their commercially reasonable best efforts and to cooperate with each other in seeking the FCC’s approval of the assignment of the FCC Licenses from Seller to Buyer (the “**FCC Consent**”). Within ten (10) business days after the date of this Agreement, the Parties shall prepare and file with the FCC an application seeking the FCC Consent (the “**Assignment**

**Application**”) and all information, data, exhibits, resolutions, statements, and other material necessary and proper in connection with such Assignment Application, including, but not limited to, a showing by Buyer that its ownership of the Stations shall comply with the FCC rules regarding multiple ownership of radio broadcasting stations within a market, 47 C.F.R. § 73.3555, and the decisions implementing those rules (the “**FCC Ownership Rules**”). Each Party further agrees expeditiously to prepare amendments to the Assignment Application whenever such amendments are required by the FCC or its rules. Without limiting the foregoing, in the event that the FCC staff should require additional information regarding Buyer’s compliance with the FCC Ownership Rules, Buyer shall promptly supply such information, at its own expense, and use its commercially reasonable efforts to seek an expeditious grant of the Assignment Application.

3.2.2. Except as otherwise provided herein, each Party will be solely responsible for the expenses incurred by it in the preparation, filing and prosecution of its respective portion of the Assignment Application. All filing fees imposed by the FCC exclusively with regard to the Assignment Application shall be shared equally by Seller and Buyer.

3.2.3. Each Party agrees to comply with any condition imposed on it by the FCC, except that no Party shall be required to comply with a condition which would have an FCC Material Adverse Effect upon it unless the condition was imposed as the result of a circumstance which constitutes a breach by that party of any of its representations, warranties, or covenants in this Agreement. “**FCC Material Adverse Effect**” means a condition, event or circumstance which would materially restrict, limit, increase the cost or burden of, or otherwise materially impair the right of Buyer or Seller to the ownership, use, control or operation of the Assets and Stations consistent with their present use, operation or condition; provided, however, that (i) any conditions, event or circumstance which requires that the Assets be operated in accordance with a condition similar to that contained in the FCC Licenses as they exist as of the date of this Agreement or that affect any Station’s market or the broadcasting industry, generally, and (ii) any adverse effect resulting from the act or failure to act by Buyer in its capacity as Programmer (as such term is defined in the LMA) under the LMA, shall not be deemed an FCC Material Adverse Effect. Buyer and Seller shall oppose any efforts for reconsideration or judicial review of the FCC Consent (but nothing in this Section shall limit any party’s right to terminate this Agreement pursuant to Sections 3.4 and 5.3 of this Agreement).

3.3. Notice of Application. Seller shall, at its expense, give due notice of the filing of the Assignment Application by broadcasting on the Stations, or by such other means, as may be required by the rules and regulations of the FCC.

3.4. Delay in Approval of Application. Either Party may, at its option, terminate this Agreement by five (5) business days’ prior written notice to the other Party, without liability to the other Party, if the FCC has not granted the Assignment Application within nine (9) months after submission to the FCC (the “**Upset Date**”), and such termination shall be without liability to the other Party contained herein by the terminating Party; provided, however, that either Seller or Buyer shall have the right to extend the Upset Date for an additional ninety (90) days in its sole discretion; provided, further, that Buyer may not terminate this Agreement if the failure to obtain the FCC Consent is due to Buyer’s breach of, or default under, this

Agreement, including, without limitation, a breach as set forth in Section 7.3. In the event of termination by Buyer pursuant to this Section 3.4, or a termination by Seller pursuant to this Section 3.4 if the failure to obtain the FCC Consent is not due to Buyer's breach of this Agreement, each Party shall bear its own expenses, and the Escrow Holder shall promptly deliver to Buyer the Deposit (including all interest earned thereon). In the event that this Agreement is terminated in accordance with the terms of this Section 3.4, notwithstanding anything to the contrary set forth in this Agreement, upon such termination the Parties hereto shall have no further obligations or liabilities hereunder or to the other Party to this Agreement.

#### 4. Closing Transactions.

4.1. Closing. The Closing of the transactions provided for herein (the "**Closing**") shall take place at the offices of Pepper Hamilton LLP (Seller's counsel) located in Wilmington, Delaware, or at such other place, or in such other manner, as the parties may agree.

4.2. Closing Date. The Closing shall be held within five (5) days after the FCC Consent becomes a Final Order and the last of the conditions set forth in 5.1 and 5.2 below have been satisfied or waived in writing (such date of Closing shall be the "**Closing Date**"). For the purposes of this Agreement a "**Final Order**" means an action by the FCC as to which (a) no request for stay by the FCC is pending, no such stay is in effect, and the deadline for filing a request for any such stay has passed; (b) no appeal, petition for rehearing or reconsideration, or application for review is pending before the FCC and the deadline for filing any such appeal, petition or application has passed; (c) the FCC has not initiated reconsideration or review of the Assignment Application on its own motion and the time in which such reconsideration or review is permitted has passed; and (d) no appeal to a court, or request for stay by a court, of the FCC's action regarding the Assignment Application is pending or in effect, and the deadline for filing any such appeal or request has passed. In the event the Closing does not occur within twelve (12) months after the Assignment Application is submitted to the FCC, then any Party who is not in default hereunder may terminate this Agreement and, provided Buyer is not in default hereunder, the Escrow Holder shall promptly return to Buyer the Deposit (including all interest earned thereon). Alternatively, the Parties may mutually agree to an extended Closing Date. Until this Agreement is either terminated or the Parties have agreed upon an extended Closing Date, the Parties shall diligently continue to work to satisfy all conditions to Closing and the transaction contemplated herein shall close as soon as such conditions are satisfied or waived in writing.

4.3. Seller's Deliveries to Buyer at Closing. On the Closing Date, Seller shall make the following deliveries to Buyer:

4.3.1. An assignment and assumption of the Real Property Leases and Assumed Contracts, substantially in the form and content attached as **Exhibit "A"** hereto, duly executed by Seller pursuant to which Seller shall transfer and assign to Buyer their respective rights, title and interests, if any, in and to the Assumed Contracts (the "**Assignment of Leases**").

4.3.2. A bill of sale, duly executed by Seller substantially in the form and on the terms of the bill of sale attached as **Exhibit "B"** hereto, pursuant to which Seller transfers their respective rights, title and interests in and to the Personal Property to Buyer (the "**Bill of Sale**").

4.3.3. A counterpart assignment of the FCC Licenses and other authorizations, duly executed by Seller, substantially in the form attached as **Exhibit “C”** hereto, pursuant to which Seller assigns to Buyer their respective rights, title and interests, if any, in and to the FCC Licenses (the “**Assignment of FCC Licenses**”).

4.3.4. One or more quitclaim deeds, duly executed by Seller pursuant to which Seller conveys to Buyer their current interest in the Owned Real Property.

4.3.5. Certificates signed by duly authorized officers of Seller and dated the Closing Date to the effect that the conditions set forth in Sections 5.2.1 and 5.2.2 have been satisfied.

4.3.6. Any such other documents, funds or other things reasonably contemplated by this Agreement to be delivered by Seller to Buyer at the Closing.

4.4. Buyer's Deliveries to Seller at Closing. On the Closing Date, Buyer shall make or cause the following deliveries to Seller:

4.4.1. That portion of the Cash Component of the Purchase Price to be delivered by Buyer directly to Seller at the Closing under Section 2.1 (and Buyer shall cause Escrow Holder to deliver the Deposit to Seller as contemplated in Section 2.1.4(b) hereof).

4.4.2. A counterpart of the Assignment of Leases, duly executed by Buyer.

4.4.3. A counterpart of the Assignment of FCC Licenses, duly executed by Buyer.

4.4.4. A certificate signed by a duly authorized officer of Buyer and dated the Closing Date to the effect that the condition set forth in Section 5.1.1 has been satisfied.

4.4.5. Any such other documents, funds or other things reasonably contemplated by this Agreement to be delivered by Buyer to Seller at the Closing.

4.5. Sales, Use and Other Taxes. Any sales, purchases, transfer, stamp, documentary stamp, use or similar taxes under the laws of the states in which any portion of the Assets is located, or any subdivision of any such state, which may be payable by reason of the sale of the Assets under this Agreement or the transactions contemplated herein (collectively, “**Transfer Taxes**”) shall be borne and timely paid by Buyer. Buyer shall prepare and timely file all relevant tax returns required to be filed in respect of such Transfer Taxes and shall timely pay all such Transfer Taxes.

4.6. Possession. Right to possession of the Assets shall transfer to Buyer on the Closing Date. Seller shall transfer and deliver to Buyer on the Closing Date such keys, locks and safe combinations and other similar items as Buyer may reasonably require, and which are in Seller’s possession, to obtain occupation and control of the Assets, and shall also make available to Buyer at their then existing locations the originals of all documents in Seller's possession that are required to be transferred to Buyer by this Agreement.

5. Conditions Precedent to Closing.

5.1. Conditions to Seller's Obligations. Seller's obligation to make the deliveries required of Seller at the Closing Date and otherwise consummate the transaction contemplated herein shall be subject to the satisfaction or waiver in writing by Seller of each of the following conditions:

5.1.1. All of the representations and warranties of Buyer contained herein shall continue to be true and correct at the Closing in all material respects.

5.1.2. Buyer shall have executed and delivered to Seller the Assignment of Leases and Assignment of FCC Licenses.

5.1.3. Buyer shall have delivered, or shall be prepared to deliver to Seller at the Closing, all cash and other documents required of Buyer to be delivered at the Closing including such portion of the Cash Component of the Purchase Price to be delivered by Buyer directly to Seller at the Closing under Section 2 hereof.

5.1.4. Buyer shall have delivered to Seller appropriate evidence of all necessary action by Buyer in connection with the transactions contemplated hereby, including, without limitation: (i) certified copies of resolutions duly adopted by Buyer's managing member approving the transactions contemplated by this Agreement and authorizing the execution, delivery, and performance by Buyer of this Agreement; and (ii) a certificate as to the incumbency of officers of Buyer executing this Agreement and any instrument or other document delivered in connection with the transaction contemplated by this Agreement.

5.1.5. No action, suit or other proceedings shall be pending before any court, tribunal or governmental authority seeking or threatening to restrain or prohibit the consummation of the transaction contemplated by this Agreement, or seeking to obtain substantial damages in respect thereof, or involving a claim that consummation thereof would result in the violation of any law, decree or regulation of any governmental authority having appropriate jurisdiction.

5.1.6. Buyer shall have substantially performed or tendered performance of each and every covenant on Buyer's part to be performed which, by its terms, is required to be performed at or before the Closing.

5.1.7. The FCC shall have issued the FCC Consent and such consent has become a Final Order.

5.2. Conditions to Buyer's Obligations. Buyer's obligation to make the deliveries required of Buyer at the Closing, and to otherwise close the transaction contemplated herein, shall be subject to the satisfaction or waiver in writing by Buyer of each of the following conditions:

5.2.1. Seller shall have substantially performed or tendered performance of each and every covenant on Seller's part to be performed which, by its terms, is required to be performed at or before the Closing.

5.2.2. All representations and warranties of Seller contained herein shall continue to be true and correct at the Closing in all material respects.

5.2.3. Seller shall have executed and be prepared to deliver to Buyer the Assignment of Leases, the Bill of Sale, and the Assignment of FCC Licenses.

5.2.4. Seller shall have executed and be prepared to deliver to Buyer one or more quitclaim deeds, conveying Seller's present interest in the Owned Real Property.

5.2.5. Seller shall have delivered, or shall be prepared to deliver to Buyer at the Closing, all other documents required of Seller to be delivered at the Closing.

5.2.6. No action, suit or other proceedings shall be pending before any court, tribunal or governmental authority seeking or threatening to restrain or prohibit the consummation of the transaction contemplated by this Agreement, or seeking to obtain substantial damages in respect thereof, or involving a claim that consummation thereof would result in the violation of any law, decree or regulation of any governmental authority having appropriate jurisdiction.

5.2.7. The FCC shall have issued the FCC Consent and such consent has become a Final Order.

5.2.8. All third party consents required, if any, for the assignment of the Real Property Leases and Assumed Contracts shall have been obtained.

5.2.9. From the date of this Agreement through the Closing Date there shall not have occurred a Material Adverse Effect. "**Material Adverse Effect**" shall mean a material adverse effect on (i) the business, assets, properties, results of operations or financial condition of the Stations (taken as a whole) or (ii) the ability of the Seller to consummate the transactions contemplated by this Agreement, other than, in either case, an effect resulting from an Excluded Matter. "**Excluded Matter**" means any one or more of the following: (i) the effect of any change in the United States or foreign economies or securities or financial markets in general; (ii) the effect of any change that generally affects the radio broadcasting industry; (iii) the effect of any change arising in connection with earthquakes, hostilities, acts of war, sabotage or terrorism or military actions or any escalation or material worsening of any such hostilities, acts of war, sabotage or terrorism or military actions existing or underway as of the date hereof; (iv) the effect of any action taken by Buyer or its affiliates with respect to the transactions contemplated hereby or with respect to the Seller or in connection with the LMA; (v) any matter of which Buyer is aware on the date hereof; (vi) the effect of any change in Laws or accounting rules; (vii) the failure of the Seller to meet any internal projections; or (viii) any effect resulting from the public announcement of this Agreement, compliance with terms of this Agreement, the consummation of the transactions contemplated by this Agreement or the Cases; provided, however, items (iii) and (vi) shall only apply to the extent that such changes and effects do not disproportionately affect the Business or the Stations.

5.3. Termination. In addition to the termination rights set forth in Sections 2.1.3(a), 3.4 and 13.1, if any of the above conditions is neither satisfied nor waived in writing on or before the date by which the condition is required to be satisfied, a Party who is not then in

default hereunder may terminate this Agreement by delivering to the other written notice of termination. Any waiver of a condition shall be effective only if such waiver is stated in writing and signed by the waiving Party; provided, however, that the consent of a Party to the Closing shall constitute and be deemed to constitute a waiver by such party of any conditions to Closing not satisfied as of the Closing Date. In the Event that this Agreement is terminated by Buyer pursuant to this Section 5.3 as a result of the failure of the conditions set forth in Section 5.2 to be satisfied, or by Seller for any reason other than a default by Buyer of its obligations hereunder, the Escrow Holder shall promptly return to Buyer the Deposit (including all interest earned thereon), and the Parties shall have no other or further liability or obligation to the other.

6. Seller's Representations and Warranties. Seller hereby makes the following representations and warranties to Buyer:

6.1. Organization, Standing and Power. Subject to the applicable provisions of bankruptcy law, Seller has all requisite entity power and authority to own, lease and operate their respective properties, to carry on their business as now being conducted and, pursuant to the Sale Order, has the power and authority to execute, deliver and perform this Agreement and all writings relating hereto.

6.2. Authorization of Seller. Subject to the terms of the Sale Order and Seller obtaining the FCC Consent, the execution and delivery of this Agreement, the consummation of the transaction herein contemplated, and the performance of, fulfillment of and compliance with the terms and conditions hereof by Seller do not and will not in any material respect: (i) conflict with or result in a breach of the articles of incorporation, by-laws or other organizational documents of Seller; (ii) violate any statute, law, rule or regulation, or any order, writ, injunction or decree of any court or governmental authority; or (iii) violate or conflict with or constitute a default under any agreement, instrument or writing to which Seller is a party or by which Seller or their assets or properties may be bound.

6.3. Material Contracts. **Schedule 6.3** attached hereto sets forth a complete list of all of the material contracts to which Seller is a party or by which it is bound and that are used in or directly related to Seller's operation of the Stations or by which the Assets may be bound or affected (collectively, the "**Material Contracts**"). To the best of its knowledge, Seller has provided Buyer with true and complete copies of all Material Contracts. Buyer shall be under no obligation to assume any Material Contract that is not an Assumed Contract.

6.4. Labor. Seller is not a party to any labor or collective bargaining agreement. There are no unfair labor practice charges, grievances or complaints pending or, to the knowledge of Seller, threatened by or on behalf of any current or former employee or group of employees of Seller, except in each case as would not reasonably be expected to result in material liability to Buyer. Seller has provided Buyer with a list of all current employees of Seller who provide services to the Stations, providing their names, job title and description, status, annual base salary, bonus arrangements and date of hire, which list shall be updated by Seller prior to Closing or the LMA Commencement Date, as applicable.

6.5. Title. Except as set forth on Schedule 6.5, with respect to all of the Assets, Seller has good, valid, legal and marketable title to, or a valid lease or license interest in, such



Assets. The Assets constitute substantially all of the assets used or held for use in the Business and are sufficient for Buyer to conduct the Business as it has been conducted by Sellers.

6.6. Absence of Certain Developments. Since the Sale Order was entered and taking into account Seller's debtor-in-possession status (i) Seller has conducted the Business in the ordinary course of business and (ii) there has not been any event, change, occurrence or circumstance that has had or could reasonably be expected to have a Material Adverse Effect.

6.7. Real Property.

(a) **Schedule 1.1.2(i)** sets forth a complete list of (i) all real property and interests in real property owned by Seller and used in the operation of the Business (the "**Owned Real Property**") and **Schedule 1.1.2(ii)** sets forth a complete list of all real property and interests in real property leased by Seller related to the Business (the "**Real Property Leases**"). The Owned Real Property and the real property interests subject to the Real Property Leases constitute all interests in real property currently used in connection with the Business of Seller and which are necessary for the continued operations of the Business by Buyer as the Business is currently conducted. All of the buildings, fixtures and improvements thereon owned or leased by Seller are in good operating condition and repair (subject to normal wear and tear). Seller has made available to Buyer true, correct and complete copies of (i) all deeds and title reports for the Owned Real Property and (ii) the Real Property Leases, together with all amendments, modifications or supplements thereto. Seller has good and marketable title to all owned Real Property, free and clear of all liens and encumbrances of any nature whatsoever except for liens and encumbrances set forth on **Schedule 6.7(a)**.

(b) Except as set forth on **Schedule 6.7(b)**, Seller has a valid and enforceable leasehold interest under each of the Real Property Leases, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity). Each of the Real Property Leases is in full force and effect, and Seller has not received or given any notice of any default or event that with notice or lapse of time, or both, would constitute a default by Seller under any of the Real Property Leases and, to the knowledge of Seller, no other party is in default thereof, and no party to any of the Real Property Leases has exercised any termination rights with respect thereto. All Real Property Leases that have been capitalized on Seller's financial statements have been identified on **Schedule 6.7(b)**.

(c) Seller has all material certificates of occupancy and Permits (as defined below) of any governmental entity necessary for the current use and operation of the Owned Real Property and the real property subject to the Real Property Leases and Seller has complied with all material conditions of the Permits applicable to it. During the last twenty-four (24) months, no default or violation, or event that with the lapse of time or giving of notice or both would become a default or violation, has occurred in the due observance of any Permit.

(d) There does not exist any actual or, to the knowledge of Seller, threatened condemnation or eminent domain proceedings that affect any real property interests owned or leased by Seller or any part thereof, and Seller has not received any notice, oral or

written, of the intention of any governmental entity or other person to take or use all or any part thereof.

(e) No portion of the Owned Real Property has suffered any damage by fire or other casualty loss which has not heretofore been completely repaired and restored to its original condition (ordinary wear and tear excepted), except as would not, individually or in the aggregate, reasonably be expected to interfere with the use of such Owned Real Property, or with respect to any real property subject to the Real Property Leases, which has not heretofore been completely repaired and restored in accordance with the terms of the applicable Real Property Lease.

(f) Pursuant to the Sale Order, the transfer of the Owned Real Property to the Buyer is free and clear of all liens, claims, encumbrances, and other interests of any kind or nature whatsoever including, without limitation, rights or claims that purport to give to any party a right or option to effect any forfeiture, modification, right of first refusal, or termination of the Sellers' interest in the Owned Real Property.

#### 6.8. Tangible Personal Property.

(a) Except as set forth in **Schedule 6.8(a)**, Seller has good and marketable title to all of the items of tangible personal property used in the Business (except as sold or disposed in the ordinary course of business and not in violation of this Agreement). All such items of tangible personal property which, individually or in the aggregate, are material to the operation of the Business are in good condition and in a state of maintenance and repair (ordinary wear and tear excepted) suitable for the purposes used.

(b) **Schedule 6.8(b)** sets forth all leases of personal property ("**Personal Property Leases**") relating to personal property used by Seller in the Business or to which Seller is a party or by which the properties or assets of Seller is bound. All of the items of personal property under the Personal Property Leases are in good condition and repair (ordinary wear and tear excepted) and are suitable for the purposes used, and such property is in all material respects in the condition required of such property by the terms of the lease applicable thereto during the term of the lease. Seller has made available to the Buyer true, correct and complete copies of the Personal Property Leases, together with all amendments, modifications or supplements thereto. All Personal Property Leases that have been capitalized on Seller's financial statements have been identified on **Schedule 6.8(b)**.

(c) Sellers have a valid enforceable leasehold interest under each of the Personal Property Leases under which it is a lessee, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity). Each of the Personal Property Leases is in full force and effect. Subject to Seller's debtor-in-possession status, there is no default under any Personal Property Lease by Seller or, to the knowledge of Seller, by any other party thereto, and no event has occurred that with the lapse of time or the giving of notice or both would constitute a default thereunder. No party to any of the Personal Property Leases has exercised any termination rights with respect thereto.

6.9. Intangible Property. **Schedule 1.1.4** sets forth an accurate and complete list of all material items of Intangible Property used by Seller in the Business. To the knowledge of Seller, Seller owns all right, title and interest to, or is licensee with respect to, the Intangible Property, and can convey such property free and clear of liens pursuant to the Sale Order. To the knowledge of Seller, except as set forth on **Schedule 6.9** (i) no person is engaging in any activity that infringes any Intangible Property and (ii) no claim has been asserted to Seller that the use of any Intangible Property or the operation of the Business infringes or violates the intellectual property of any third party. The Intangible Property and the rights under the Assumed Contracts include the rights to use all Intangible Property required to operate the Business as currently conducted.

6.10. Compliance with Laws; Litigation; Permits; FCC Matters.

(a) Except as provided on **Schedule 6.10(a)**, Seller is in compliance, in all material respects, with all federal, state and local laws and regulations (“**Laws**”) applicable to the operations or assets of the Business. Seller has not received any written or other notice of or been charged with violation of any Laws. To the knowledge of Seller, Seller is not under investigation with respect to the violation of any Laws and there are no facts or circumstances which could form the basis for any such violation.

(b) Except as set forth in **Schedule 6.10(b)**, there is no outstanding claim or other proceeding pending by or against or, to the knowledge of Seller, threatened by or against Seller or to which the Assets are or may be subject that would reasonably be expected to result in a Material Adverse Effect.

(c) Except for the FCC Licenses set forth on **Schedule 1.1.1**, **Schedule 6.10(c)** contains a list of all other governmental approvals, authorizations, licenses or permits (“**Permits**”) which are required for the operation of the Business as presently conducted. Seller currently has all Permits which are required for the operation of the Business as presently conducted. Except as set forth on **Schedule 6.11(b)**, Seller is not in default or violation, and no event has occurred which, with notice or the lapse of time or both, would constitute a default or violation, in any material respect of any terms, condition or provision of any Permit to which it is a party, to which the Business is subject or by which its properties or assets are bound and, to the knowledge of Seller, there are no facts or circumstances which could form the basis for any such default or violation.

(d) The Business, its physical facilities and transmitting and studio equipment are operated in material compliance with the specifications of the FCC Licenses and the Communications Act of 1934, as amended, and the rules, regulations and policies of the FCC (the “**Communications Laws**”), and to the knowledge of Seller the transmission towers and other transmission facilities of Seller have been maintained in a manner consistent with the Communications Laws. The antenna structures owned or used by Seller in the Business are in material compliance with the Communications Laws. Except as provided on **Schedule 6.10(d)**, the location and staffing of each Station complies with the Communications Laws. To the knowledge of Sellers, no Station causes interference in violation of the Communications Laws to the transmission of any other broadcast station or communications facility. None of the FCC Licenses is subject to any lien or other encumbrance. All material reports and other filings

required by the FCC with respect to the FCC Licenses and the Business have been timely filed with the FCC. All FCC regulatory fees assessed with respect to the FCC Licenses have been paid and Purchaser will have no liability therefor.

(e) **Schedule 6.10(e)** sets forth an accurate and complete list of (i) the Stations, (ii) all FCC Licenses and the legal name of the entity to which each such FCC License is issued and (iii) all time brokerage agreements and joint sales agreements between Seller or any other broadcast licensee with respect to any Station. The FCC Licenses are in full force and effect and have not been revoked, suspended, canceled, rescinded, terminated or subjected to any material conditions except for conditions applicable to radio broadcast licenses generally or as otherwise disclosed on the face of the FCC Licenses. No suspension, cancellation or adverse modification of any of the FCC Licenses is pending or to the knowledge of Seller threatened. Except as set forth on **Schedule 6.10(e)**, there is no FCC Order, notice of apparent liability or order of forfeiture outstanding, nor is there any action, suit, notice of apparent liability, notice of violation, order for forfeiture, complaint, investigation or other proceeding pending or, to the knowledge of Sellers, threatened by or before the FCC against or relating to Seller or affecting the FCC Licenses, except FCC rulemaking proceedings generally affecting the radio broadcast industry. Except as set forth on **Schedule 6.10(e)**, Seller has no knowledge or any reason to believe that the FCC Licenses will not be renewed in the ordinary course or of any fact or circumstance that would reasonably be expected to prevent the FCC from issuing the FCC Consent. To the knowledge of Seller, the Stations are being operated substantially in accordance with the FCC Licenses and the Communications Laws. Notwithstanding the foregoing, Seller makes no representation as to any exceptions or objections that the FCC may raise with respect to Buyer's qualifications or ability to take ownership of FCC Licenses.

(f) To the knowledge of Seller, **Schedule 6.10(f)** sets forth a true, correct and complete list of any and all pending applications filed with the FCC with respect to the Stations, true and complete copies of which have been made available by Seller to Buyer.

6.11. Environmental Matters. The representations and warranties contained in this Section 6.12 are the sole and exclusive representations and warranties of Seller pertaining or relating to any environmental, health or safety matters, including any arising under any federal, state or local laws relating to pollution or protection of the environment ("**Environmental Laws**"). Except as set forth on **Schedule 6.11** hereto:

(a) the operations of Seller, with respect to the Business, are and have been in compliance with all applicable Environmental Laws, which compliance includes obtaining, maintaining in good standing and complying with all Environmental Permits necessary to operate the Business and no action or proceeding is pending or, to the knowledge of Seller, threatened to revoke, modify or terminate any such Environmental Permit;

(b) with respect to the Business, Seller is not the subject of any outstanding written order or contract respecting (i) Environmental Laws, (ii) remedial action or (ii) any release or threatened release of any hazardous substance, hazardous material, hazardous waste, solid waste, regulated substance, or toxic substance and any chemicals, pollutants, contaminants, petroleum, petroleum products, or oil, asbestos-containing materials and any polychlorinated biphenyls ("**Hazardous Materials**");

(c) no claim has been made or is pending or to the knowledge of Seller, threatened against Seller, alleging, with respect to the Business, that Seller may be in violation of any Environmental Law or any Environmental Permit or may have any liability under any Environmental Law;

(d) to the knowledge of Seller, no facts, circumstances or conditions exist with respect to the Business or any property currently or formerly owned, operated or leased by Seller or any property to which Seller arranged for the disposal or treatment of Hazardous Materials that could reasonably be expected to result in the Business incurring unbudgeted environmental costs or liabilities;

(e) the transactions contemplated hereunder do not require the consent of or filings with any governmental entity with jurisdiction over Seller and environmental matters;

(f) there is not located at any of the Owned Real Property or Real Property Leases any (i) underground storage tanks, (ii) landfill, (iii) surface impoundment, (iv) asbestos-containing material or (v) equipment containing polychlorinated biphenyls; and

(g) Seller has provided to Buyer all material environmentally related audits, studies, reports, analyses, and results of investigations that have been performed with respect to any currently or previously owned, leased or operated properties of Seller relating to the Business.

6.12. Insurance. Seller has insurance policies in full force and effect for such amounts as are sufficient for all requirements of law and all agreements to which Seller is a party or by which it is bound relating to the Business.

7. Buyer's Warranties and Representations. In addition to the representations and warranties contained elsewhere in this Agreement, Buyer hereby makes the following representations and warranties to Seller:

7.1. Organization, Standing and Power. Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware. Buyer has all requisite entity power and authority to own, lease and operate its properties, to carry on its business as now being conducted and to execute, deliver and perform this Agreement and all writings relating hereto.

7.2. Authorization of Buyer. The execution, delivery and performance of this Agreement and all writings relating hereto by Buyer have been duly and validly authorized. Subject to obtaining the FCC Consent, the execution and delivery of this Agreement, the consummation of the transaction herein contemplated, and the performance of, fulfillment of and compliance with the terms and conditions hereof by Buyer do not and will not: (i) conflict with or result in a breach of the articles of incorporation, by-laws or other organizational documents of Buyer; (ii) violate any statute, law, rule or regulation, or any order, writ, injunction or decree of any court or governmental authority; or (iii) violate or conflict with or constitute a default under

any agreement, instrument or writing of any nature to which Buyer is a party or by which Buyer or its assets or properties may be bound.

7.3. Qualification. Buyer is legally, financially and otherwise qualified to be the licensee of, acquire, own and operate the Stations and to enter into the LMA and assume the role of programmer thereunder under the Communications Act of 1934 as amended 47 U.S.C. § 151, *et seq.* and the applicable rules and regulations of the FCC, 47 CFR Part 1, *et seq.* To Buyer's knowledge, there are no facts that would disqualify Buyer as an assignee of the FCC Licenses or as the owner and operator of the Stations or as the programmer under the LMA.

7.4. Financing. At Closing, Buyer will have available sufficient funding to enable Buyer to consummate the purchase of the Assets from Seller and otherwise to perform all of Buyer's obligations under this Agreement. Buyer is not aware of any facts or circumstances that create a reasonable basis to believe that it will be unable to obtain the financing necessary to consummate the purchase of the Assets from Seller.

8. "AS IS" Transaction. Buyer hereby acknowledges and agrees that Seller makes no representations or warranties whatsoever, express or implied, with respect to any matter relating to the Assets (including, without limitation, income to be derived or expenses to be incurred in connection with the Assets, the physical condition of any personal property comprising a part of the Assets or which is the subject of any Lease or Contract to be assumed by Buyer at the closing, the environmental condition or other matter relating to the physical condition of any real property or improvements which are the subject of any Real Property Lease to be assumed by Buyer at the Closing or any other real property or improvements comprising a part of the Assets, the zoning of any such real property or improvements, the value of the Assets (or any portion thereof), the transferability of the Assets, the terms, amount, validity, collectability or enforceability of any Assumed Liabilities or any Lease or Contract, the title of the Assets (or any portion thereof), the merchantability or fitness of the Personal Property or any other portion of the Assets for any particular purpose, or any other matter or thing relating to the Assets or any portion thereof) or the Business. Without in any way limiting the foregoing, Seller hereby disclaims any warranty (express or implied) of merchantability or fitness for any particular purpose as to any portion of the Assets. Buyer further acknowledges that Buyer has conducted an independent inspection and investigation of the physical condition of all portions the Assets and all such other matters relating to or affecting the Assets and the Stations as Buyer deemed necessary or appropriate and that in proceeding with its acquisition of the Assets, Buyer is doing so based solely upon such independent inspections and investigations. Accordingly, except only for such surviving representations, if any, Buyer will accept the Assets at the Closing **"AS IS," "WHERE IS," and "WITH ALL FAULTS."**

9. Access to Records and Properties of Seller. From and after the date of this Agreement until the Closing Date, Seller shall afford to Buyer's officers, independent public accountants, counsel, lenders, consultants and other representatives, reasonable access for examination at reasonable times to the Assets and all records directly pertaining to the Assets or the Stations. Buyer, however, shall not be entitled to access to any materials containing privileged communications or information about employees, disclosure of which might violate an employee's reasonable expectation of privacy. Buyer expressly acknowledges that nothing in this Section 9 is intended to give rise to any contingency to Buyer's obligations to proceed with the

transaction contemplated herein.

10. Covenants.

10.1. Covenants of Seller Pending the Closing. From the date hereof until the Closing, or any termination of this Agreement in accordance with Sections 3.4 or 5.3 hereof, except as required by order(s) of the Bankruptcy Court, the Seller shall, subject to the LMA (as applicable):

10.1.1. not take or intentionally omit to take any action which could reasonably be expected to result in a breach of any of Seller's representations and warranties hereunder;

10.1.2. promptly disclose to Buyer any information relating to Seller's representations and warranties hereunder that Seller becomes aware of after the date hereof, which makes any information previously provided to Buyer incomplete or incorrect in any material respect and all information regarding any material damage to, or material loss of, any of the Assets;

10.1.3. use its commercially reasonable efforts to cause all of the conditions to the obligations of Buyer under Section 5.2 to be satisfied on or prior to the Closing Date and to make commercially reasonable efforts to obtain, prior to the Closing, in writing (copies of which shall be delivered to Buyer) all consents, waivers or approvals of all third parties and governmental entities which are necessary for the consummation by Seller of the transactions contemplated by this Agreement; and

10.1.4. use its commercially reasonable efforts, taking into consideration their debtor in possession status, to (i) conduct the business of the Stations in substantially the same manner as conducted as of the date of this Agreement and only in the ordinary course, (ii) use commercially reasonable efforts to preserve the existing business organization and management of the Stations intact, (iii) keep available the services of the current employees of the Stations, to the extent reasonably feasible, (iv) maintain the existing relations with customers, suppliers, creditors, employees and others having business dealings with the Stations, to the extent reasonably feasible, (v) refrain from changing in any material respect any of its pricing policies relating to the Stations except as shall be necessary to meet competition or customer requirements, and (vi) maintain (A) the Assets in their current condition, ordinary wear and tear excepted and (B) insurance upon all of the assets and properties of Seller relating to the Stations in such amounts and of such kinds comparable to that in effect on the date of this Agreement.

10.1.5. use its commercially reasonable efforts to (i) comply in all material respects with all Communications Laws applicable to the construction or operation of the Stations, (ii) promptly deliver to Buyer copies of material reports, applications, petitions, objections or responses filed with the FCC with respect to a Station, (iii) promptly notify Buyer of any material inquiry, investigation or proceeding initiated by the FCC relating to a Station, and (iv) maintain in full force and effect all of the FCC Licenses.

10.2. Covenants of Buyer. Buyer shall use its best efforts to obtain sufficient funding to enable Buyer to consummate the purchase of the Assets from Seller and otherwise to perform all of Buyer's obligations under this Agreement.

11. Buyer Indemnity. Buyer hereby agrees, from and after Closing, to indemnify and hold harmless Seller and their respective officers, directors, members, partners, employees, agents and bankruptcy estates, from and against any losses, claims or damages based upon or resulting from any post-Closing breach under any of the Assumed Contracts, Buyer's use and ownership of the Assets and the operation of the Stations from and after the Closing.

12. Employment Matters.

12.1. Offers of Employment. During the LMA, the Station employees shall remain the employees of Seller. From and after the date hereof, Buyer may, but shall have no obligation to offer employment, effective as of the Closing, to any persons employed by Seller in connection with the daily operations of the Stations, which employment will become effective as of the Closing Date and only if the Closing occurs; **provided**, however, that Buyer shall notify Seller no later than thirty (30) days prior to the Closing Date which employees it intends to offer such employment to. Any person who accepts such an offer of employment with Buyer shall be a "**Transferred Employee**" and shall be employed by Buyer on such terms and conditions as Buyer and each such Transferred Employee may mutually agree.

12.2. Employee Benefits. Effective on the applicable hire date for each Transferred Employee, Buyer shall make available or establish an employee benefit plan for the Transferred Employees and their dependents. To the extent permitted under its employee benefit plan, Buyer shall credit (i) each Transferred Employee with his or her service with Seller, to the same extent such service would have been credited had such service been with Buyer, and (ii) the Transferred Employees with all service recognized by Seller under employee plans as service with Buyer for purposes of eligibility to participate and vesting under all employee benefit plans, programs and policies of Buyer, whether now existing or hereafter adopted (the "**Buyer Plans**"). To the extent permitted under the Buyer Plans, Buyer shall waive any coverage waiting period, pre-existing condition and actively-at-work requirements under Buyer Plans to the extent such conditions or requirements have been satisfied under corresponding plans of Seller and shall provide that any eligible expenses incurred before the applicable hire date for by a Transferred Employee (and his or her dependents) during the calendar year of hire and disclosed to Buyer by such Transferred Employee shall be taken into account for purposes of satisfying the applicable deductible, coinsurance and maximum out-of-pocket provisions, and applicable annual and/or lifetime maximum benefit limitations of Buyer Plans.

13. Miscellaneous.

13.1. Damage and Destruction; Condemnation. Seller shall promptly notify Buyer of the occurrence of any material damage to or destruction of the Assets that occurs prior to the Closing Date. In the event of any uninsured damage to or destruction of the Assets prior to the Closing Date the cost of which to repair would total \$5,000 or less, then such damage or destruction shall have no effect whatsoever on the Purchase Price or Buyer's or Seller's obligation to close. Should any uninsured damage or destruction to the Assets occur prior to the Closing



Date the cost of which to repair would total more than \$5,000 but less than \$750,000, then unless Seller causes the same to be repaired and restored in all material respects prior to the Closing Date (in which case the Purchase Price shall be unaffected and the parties shall proceed with the Closing as though such damage, destruction or proceedings had never occurred or been initiated), and unless caused by Buyer's actions or failure to act during the term of the LMA (in which case the following remedies shall not be available to Buyer), Buyer's sole remedy shall be to receive a dollar-for-dollar reduction in the Purchase Price in an amount equal to the sum of (i) the cost of such repairs, less (ii) the amount of any insurance proceeds with respect thereto assigned to Buyer at the Closing, and consummate the transaction contemplated herein. If any uninsured damage or destruction to the Assets occurs prior to the Closing Date the cost of which to repair would total \$750,000 or more, then irrespective of whether the same can be repaired and/or restored prior to the Closing Date, unless caused by Buyer's actions or failure to act during the term of the LMA (in which case the following remedies shall not be available to Buyer), Buyer shall have the right and option to either (i) terminate this Agreement and the transaction contemplated herein, or (ii) elect to receive, as its sole and exclusive remedy by reason of such damage or destruction, a Purchase Price reduction in the amount of \$750,000 and consummate the transaction contemplated herein as though the damage or destruction had never occurred or been initiated. In all other events and unless caused by Buyer's actions or failure to act during the term of the LMA (in which case the following remedies shall not be available to Buyer), or in the event that Buyer elects to consummate the purchase pursuant to clause (ii) above, (xx) all insurance or condemnation proceeds, including business interruption and rental loss proceeds, collected by or paid to Seller prior to the Closing Date, shall be credited against the Purchase Price on Buyer's account or the Purchase Price shall be adjusted by an amount agreed between Buyer and Seller, and (yy) all entitlement to all other insurance or condemnation proceeds arising out of such damage or destruction or proceedings and not collected prior to the Closing Date shall be assigned to Buyer at the Closing. Notwithstanding anything to the contrary in this Agreement, the risk of loss or damage to the Assets shall unconditionally shift to the Buyer on the Closing Date. For avoidance of doubt, Buyer and Seller intend that the provisions of this Section 13.1 shall control over any right or remedy to which the Buyer may otherwise be entitled under this Agreement by reason of the occurrence of any event subject to this Section 13.1.

13.2. Attorneys' Fees. In the event that either party hereto brings an action or other proceeding to enforce or interpret the terms and provisions of this Agreement, the prevailing party in that action or proceeding shall be entitled to recover from the non-prevailing party all such fees, costs and expenses (including, without limitation, all court costs and reasonable attorneys' fees) as the prevailing party may directly suffer or incur in the pursuit or defense of such action or proceeding.

13.3. Reasonable Access to Records and Certain Personnel. In order to facilitate Seller's efforts to administer and close the Cases (including, without limitation, the preparation of filings in the Cases and state, local and federal tax returns and other filings, reconciliation of claims filed in the Cases, removal of corporate and other records and information relating or belonging to entities other than the Seller), for a period of three (3) years following the Closing, (i) the Buyer shall permit Seller's counsel and other professionals and counsel for any successor to Seller and their respective professionals (collectively, "**Permitted Access Parties**") reasonable access to the financial and other books and records relating to the Assets or the Stations and the systems containing such information, books and records, which access shall include (xx) the right

of such Permitted Access Parties to copy, at such Permitted Access Parties' expense, such documents and records as they may reasonably request in furtherance of the purposes described above, and (yy) Buyer's copying and delivering to the relevant Permitted Access Parties such documents or records as they may reasonably request, but only to the extent such Permitted Access Parties furnish Buyer with reasonably detailed written descriptions of the materials to be so copied and the applicable Permitted Access Party reimburses the Buyer for the reasonable costs and expenses thereof, and (ii) Buyer shall provide the Permitted Access Parties (at no cost to the Permitted Access Parties) with reasonable access to Peter Tonks and Tim Smith, to the extent they become Transferred Employees, during regular business hours to assist Seller and the other Permitted Access Parties in their post-Closing activities (including, without limitation, preparation of tax returns), provided that such access does not unreasonably interfere with the Buyer's business operations.

13.4. Notices. Unless otherwise provided herein, any notice, tender, or delivery to be given hereunder by any Party to the other may be effected by personal delivery in writing, or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed communicated as of the date of mailing. Mailed notices shall be addressed as set forth below, but each Party may change his address by written notice in accordance with this Section 14.4.

To Seller: Nassau Broadcasting Partners, L.P., *et al.*  
619 Alexander Road, Third Floor  
Princeton, New Jersey 08540  
Attn: Tim Smith, Esq. – General Counsel

With a copy to: Pepper Hamilton LLP  
3000 Two Logan Square  
Eighteenth and Arch Streets  
Philadelphia, Pennsylvania 19103-2799  
Attn: Leon R. Barson, Esq.

To Buyer: Connoisseur Media Acquisitions, LLC  
136 Main Street, Suite 202  
Westport, Connecticut 06880  
Attn: Jeffrey Warshaw

With a copy to: Wilkinson Barker Knauer, LLP  
2300 N Street, N.W., Suite 700  
Washington, D.C. 20037  
Attn: David D. Oxenford

13.5. Entire Agreement. This instrument and the documents to be executed pursuant hereto contain the entire agreement between the parties relating to the transfer, conveyance, sale and assignment of the Assets and the Assumed Contracts. Any oral representations or modifications concerning this Agreement or any such other document shall be of no force and effect excepting a subsequent modification in writing, signed by the Party to be charged.

13.6. Modification. This Agreement may be modified, amended or supplemented only by a written instrument duly executed by all the Parties hereto; provided, however, that Seller shall provide notice to the United States Trustee and counsel to Goldman Sachs Credit Partners L.P. of any amendment, modification, or supplement to that has the effect of making the terms and conditions of this Agreement materially more burdensome, or materially less favorable, to Seller. The U.S. Trustee and the Agent shall have three (3) business days from the date of such notice to object in writing to such proposed amendment, modification, or supplement, and upon any such timely written objection(s), such amendment, modification, supplement or waiver shall only be effective pursuant to an order of the Bankruptcy Court.

13.7. Closing Date. All actions to be taken on the Closing pursuant to this Agreement shall be deemed to have occurred simultaneously, and no act, document or transaction shall be deemed to have been taken, delivered or affected until all such actions, documents and transactions have been taken, delivered or effected.

13.8. Severability. Should any term, provision or paragraph of this Agreement be determined to be illegal or void or of no force and effect, the balance of the Agreement shall survive.

13.9. Captions. All captions and headings contained in this Agreement are for convenience of reference only and shall not be construed to limit or extend the terms or conditions of this Agreement.

13.10. Further Assurances. Each Party hereto will execute, acknowledge and deliver any further assurance, documents and instruments reasonably requested by any other Party for the purpose of giving effect to the transaction contemplated herein or the intentions of the Parties with respect thereto; provided that nothing herein shall be deemed to require any Party to execute or deliver any such further assurance, document or instrument to the extent that the same could in any material way increase the burdens, obligations or liabilities otherwise imposed upon such Party by this Agreement.

13.11. Waiver. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

13.12. Brokerage Obligations. Seller and the Buyer each represent and warrant to the other that such Party has incurred no liability to any real estate broker or other broker or agent with respect to the payment of any commission regarding the consummation of the transaction contemplated hereby other than Seller's contractual obligation to pay Rothschild Inc. a "completion fee" as described in the engagement letter between Rothschild Inc. and Seller dated as of October 28, 2011 and which completion fee shall be payable to Rothschild Inc. (in whole or in part) at Closing from the Cash Component of the Purchase Price. Subject to the foregoing, it is agreed that if any claims for commissions, fees or other compensation, including, without limitation, brokerage fees, finder's fees, or commissions are ever asserted against Buyer or Seller in connection with this transaction, all such claims shall be handled and paid by the Party whose actions form the basis of such claim and such Party shall indemnify, defend (with counsel

reasonably satisfactory to the party entitled to indemnification), protect and save and hold the other harmless from and against any and all such claims or demands asserted by any person, firm or corporation in connection with the transaction contemplated hereby.

13.13. Payment of Fees and Expenses. Except as provided in Section 13.2 above, each party to this Agreement shall be responsible for, and shall pay, all of its own fees and expenses, including those of its counsel, incurred in the negotiation, preparation and consummation of the Agreement and the transaction described herein.

13.14. Non-Survival of Representations and Warranties. The representations and warranties respectively made by Seller and Buyer in this Agreement and in any certificate or instrument delivered hereunder will expire as of the Closing. Subsequent to Closing, no claim with respect to any breach of any representation or warranty contained in this Agreement may be pursued or maintained (either hereunder or otherwise) against any Party. The Parties hereto agree that the covenants contained in this Agreement to be performed after the Closing shall survive the Closing hereunder, and each Party hereto shall be liable to the other after the Closing for any breach thereof.

13.15. Assignments. Neither this Agreement nor any rights or obligations under it are assignable, except that Buyer may, without the consent of Seller, assign or delegate its rights hereunder to one or more newly formed entities that are subsidiaries or affiliates of Buyer to benefit from the provisions of this Agreement; provided, however, that Buyer shall remain liable for all its obligations under this Agreement.

13.16. Binding Effect. Subject to the provisions of Section 13.15, above, this Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the Parties hereto.

13.17. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of Delaware, without regard to any conflict-of-laws provisions thereunder.

13.18. Good Faith. All Parties hereto agree to do all acts and execute all documents reasonably required to carry out the terms of this Agreement and to act in good faith with respect to the terms and conditions contained herein before and after Closing.

13.19. Construction. In the interpretation and construction of this Agreement, the parties acknowledge that the terms hereof reflect extensive negotiations between the Parties and that this Agreement shall not be deemed, for the purpose of construction and interpretation, drafted by either Party hereto.

13.20. Counterparts. This Agreement may be signed in counterparts. The Parties further agree that this Agreement may be executed by the exchange of facsimile signature pages provided that by doing so the Parties agree to undertake to provide original signatures as soon thereafter as reasonable under the circumstances.

13.21. Time is of the Essence. Time is of the essence in this Agreement, and all of the terms, covenants and conditions hereof.

**13.22. Bankruptcy Court Jurisdiction. THE PARTIES AGREE THAT IF ANY DISPUTE ARISES OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE DOCUMENTS EXECUTED HEREUNDER OR IN CONNECTION HERewith, THE BANKRUPTCY COURT SHALL HAVE EXCLUSIVE PERSONAL AND SUBJECT MATTER JURISDICTION AND SHALL BE THE EXCLUSIVE VENUE TO RESOLVE ANY AND ALL DISPUTES ARISING OUT OF OR RELATING TO THIS AGREEMENT AND/OR THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT. SUCH COURT SHALL HAVE SOLE JURISDICTION OVER SUCH MATTERS AND THE PARTIES AFFECTED THEREBY AND BUYER AND SELLER EACH HEREBY CONSENT AND SUBMIT TO SUCH JURISDICTION.**

13.23. Interpretation and Rules of Construction. In this Agreement, except to the extent that the context otherwise requires:

13.23.1. when a reference is made in this Agreement to an Article, Section, Exhibit or Schedule, such reference is to an Article or Section of, or an Exhibit or a Schedule to, this Agreement, unless otherwise indicated;

13.23.2. the headings and captions used in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement;

13.23.3. whenever the words “include,” “includes” or “including” are used in this Agreement, they are deemed to be followed by the words “without limitation”;

13.23.4. the words “hereof,” “herein” and “hereunder” and words of similar import, when used in this Agreement, refer to this Agreement as a whole and not to any particular provision of this Agreement;

13.23.5. all terms defined in this Agreement have the defined meanings when used in any certificate, instrument or other document made or delivered pursuant hereto, unless otherwise defined therein;

13.23.6. the definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms;

13.23.7. any law defined or referred to herein or in any agreement or instrument that is referred to herein means such law or statute as from time to time amended, modified or supplemented, including by succession of comparable successor laws;

13.23.8. references to a person or entity are also to its permitted successors and assigns; and

13.23.9. the use of “or” is not intended to be exclusive unless expressly indicated otherwise.

13.24. No Third Party Beneficiaries. Nothing in this Agreement shall confer on any person or other entity, other than the Parties (including any assignee of Buyer's rights pursuant to Section 13.15), any right, remedy or claim under or by reason of this Agreement.

13.25. Liquidated Damages; Specific Performance. Seller shall be entitled to recover liquidated damages in an amount equal to 10% of the Cash Component of the Purchase Price plus any Additional Amounts deposited or required to be deposited into Escrow pursuant to Section 2.1.3 above (the "**Liquidated Damages**") in the event that this Agreement is terminated by Seller as a result of a breach of, or default under, this Agreement by Buyer prior to the Closing Date. If the Deposit is delivered to, or becomes deliverable to, Seller by reason of Buyer's uncured breach of, or default under, this Agreement prior to the Closing Date, the Deposit will constitute the Liquidated Damages. Because it would be impractical and extremely difficult to determine the extent of any damages that might result from a breach of, or default under, this Agreement by Buyer prior to the Closing Date, it is understood and agreed that the Liquidated Damages do not constitute a penalty, and that recovery of the Liquidated Damages constitutes Seller's sole and exclusive remedy for any breach of, or default under, this Agreement by Buyer prior to the Closing Date. If Seller declines to close in breach of, or default under, this Agreement, Buyer shall be entitled to seek a judicial remedy of specific performance, and Seller shall not claim that Buyer has an adequate remedy at law.

13.26. LMA. Notwithstanding anything in this Agreement to the contrary, Seller shall not be deemed to have breached any of its representations, warranties, covenants or agreements contained in this Agreement or to have failed to satisfy any condition precedent to Buyer's obligation to perform under this Agreement (nor shall Seller have any liability or responsibility to Buyer in respect of any such representations, warranties, covenants, agreements or conditions precedent) to the extent that the inaccuracy of any such representations, the breach of any such warranty, covenant or agreement or the inability to satisfy any such condition precedent arises out of or results from any actions taken by or under the authorization of Buyer or its affiliates (or any of their respective officers, directors, employees, agents or representatives) in connection with Buyer's performance of its obligations under the LMA or the failure of Buyer to perform any of its obligations under the LMA. Buyer acknowledges and agrees that Seller shall not be deemed responsible for or to have authorized or consented to any action or failure to act on the part of Buyer or its affiliates (or any of their respective officers, directors, employees, agents or representatives) in connection with the LMA solely by reason of the fact that prior to Closing Seller has the legal right to control, manage and supervise the operation of the Stations. To the extent that any Assets are assigned, any Assumed Liabilities are assumed, or assets and liabilities are prorated, paid or reimbursed under the LMA, any obligation of Seller under this Agreement to assign such Assets, of Buyer to assume such Assumed Liabilities, or of the parties to prorate such assets and liabilities shall be deemed to have been satisfied prior to Closing. In the event of a conflict between the terms of the LMA and this Agreement, the terms of this Agreement shall control.

13.27. Receivables. If requested by Seller, then for a period of ninety (90) days after the Closing (the "**Collection Period**"), Buyer shall, without charge to Seller, use commercially reasonable efforts to collect Seller's accounts receivable and any other rights to payment of cash consideration for goods or services sold or provided prior to the earlier of Closing (the "**A/R**") in the ordinary course of business and shall apply all amounts collected from the Stations' account

debtors to the oldest account first, unless the advertiser disputes in good faith in writing an older account and designates the payment to a newer account. Any amounts relating to the A/R that are paid directly to Seller shall be retained by Seller. Buyer shall not discount, adjust or otherwise compromise any A/R and Buyer shall refer any disputed A/R to Seller; provided, however, that Buyer may offset against the A/R collected any sales commissions earned in connection with the A/R that Buyer pays directly to the persons entitled to such sales commissions and Buyer may offset against the A/R any fees or expenses reasonably incurred by Buyer in connection with the collection of the A/R. Within ten (10) calendar days after the end of each month, Buyer shall deliver to Seller a report showing A/R collections for the prior month, along with documentation showing all sales commissions paid by Buyer and detailing any fees or expenses incurred by Buyer in connection with the collection of such A/R, and Buyer shall make a payment, without any additional offset, to Seller equal to the amount of all such collections. At the end of the Collection Period, any remaining A/R shall be returned to Seller for collection. Buyer shall remit to Seller any A/R that it receives following the Collection Period.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, Buyer and Seller have executed this Agreement as of the day and year first above written.

**BUYER:**

**Connoisseur Media Acquisitions, LLC**


By: Michael O'Donoghue  
Name: MICHAEL O. DRISCOLL  
Its: EVP/CFO



**SELLER:**

**Nassau Broadcasting Partners, L.P.**


By: Nassau Broadcasting Partners, Inc.,  
Its Corporate General Partner

By:   
Name: Peter D. Tonks  
Title: Its Authorized Representative

**Nassau Broadcasting I, LLC**

By: Nassau Broadcasting Partners, L.P.,  
Its Sole Member

By: Nassau Broadcasting Partners, Inc.,  
Its Corporate General Partner


By:   
Name: Peter D. Tonks  
Title: Its Authorized Representative

**Nassau Broadcasting II, LLC**

By: Nassau Broadcasting I, LLC  
Its Sole Member

By: Nassau Broadcasting Partners, L.P.,  
Its Sole Member

By: Nassau Broadcasting Partners, Inc.,  
Its Corporate General Partner


By:   
Name: Peter D. Tonks  
Title: Its Authorized Representative

**Nassau Broadcasting III, LLC**

By: Nassau Broadcasting I, LLC  
Its Sole Member

By: Nassau Broadcasting Partners, L.P.,  
Its Sole Member

By: Nassau Broadcasting Partners, Inc.,  
Its Corporate General Partner

By:   
Name: Peter D. Tonks  
Title: Its Authorized Representative