

**Execution Copy**

**ASSET PURCHASE AGREEMENT**

**by and among**

**MEGA COMMUNICATIONS OF PHILADELPHIA, L.L.C.,  
MEGA COMMUNICATIONS OF PHILADELPHIA LICENSEE, L.L.C.**

**and**

**LEVAS COMMUNICATIONS, LLC**

**for the Sale and Purchase of**

**Station WURD(AM), Philadelphia, Pennsylvania**

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## **ASSET PURCHASE AGREEMENT**

THIS ASSET PURCHASE AGREEMENT ("Agreement") is made and entered into as of this 17th day of January 2003, by and among Mega Communications of Philadelphia, L.L.C., a Delaware limited liability company ("Mega"), Mega Communications of Philadelphia Licensee, L.L.C., a Delaware limited liability company ("Mega Licensee" and together with Mega, "Seller") and Levas Communications, L.L.C., a Pennsylvania limited liability company ("Buyer").

### **WITNESSETH:**

WHEREAS, Seller desires to sell certain rights, title and interests in radio station WURD(AM), Philadelphia, Pennsylvania, 900 KHz, Facility Identification Number 52442 ("Station") and related assets under the terms and conditions stated herein;

WHEREAS, Buyer desires to acquire those certain rights, title and interests in the Station and related assets under the terms and conditions stated herein; and

WHEREAS, the consummation of this Agreement is subject to the prior approval of the Federal Communications Commission ("FCC").

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, it is hereby agreed as follows:

### **SECTION 1 ASSETS TO BE SOLD**

1.1. On the Closing Date, Seller shall sell, assign, transfer, convey, set over and deliver to Buyer, and Buyer shall purchase, assume and/or accept assignment of the following (hereinafter collectively the "Assets"):

1.1.1. **Authorizations.** All licenses, permits and authorizations issued or granted by the Commission for the operation of, or used in connection with, the operation of the Station, and listed in Schedule 1.1.1 (hereinafter the "Commission Authorizations").

1.1.2. **Real Property.** All of Seller's rights in and to the land, buildings, improvements and other real property used in connection with the operation of the Station's studio and tower facilities and listed in Schedule 1.1.2, including those certain Lease Agreements identified in Schedule 1.1.2. (the "Lease Agreements"), (hereinafter the "Real Property").

1.1.3. **Tangible Personal Property.** All of Seller's rights in and to the fixed and tangible personal property used in the operation of the Station and listed in Schedule 1.1.3, together with replacements thereof, additions and alterations thereto and substitutions therefor, made between the date hereof and the Closing Date (hereinafter collectively the "Tangible Personal Property").

1.1.4. **Business Records.** The Public Information File, engineering records relating exclusively to the Commission Authorizations, engineering data, engineering studies, logs pertaining to the operation of the station, the Real Property, the Tangible Personal Property and the Lease Agreements (hereinafter collectively "Business Records").

1.1.5. **Contracts.** The leases and other agreements identified in Schedule 1.1.5 (the "Contracts").

1.1.6. **Intellectual Property.** All trade names, trademarks, copyrights, other intellectual property, and advertiser lists, used and useful in the operation of Station and listed in Schedule 1.1.6. hereto.

1.1.7. **Good Will and Intangibles.** All good will, rights and other intangibles which Seller has in the frequencies, call signs and licenses of the Station, except for the excluded intellectual property identified in Section 1.2.8.

1.2. **Excluded Assets.** The Assets shall not include the following assets along with all rights, title and interest therein which shall be referred to as the "Excluded Assets":

1.2.1. All cash, cash equivalents or similar type investments of Seller, such as certificates of deposit, treasury bills, other marketable securities on hand and/or in banks and the Seller's accounts receivable;

1.2.2. All tangible and intangible personal property disposed of or consumed in the ordinary course of business between the date of this Agreement and the Closing Date, or as permitted under the terms hereof;

1.2.3. All agreements that have terminated or expired prior to the Closing Date in the ordinary course of business and as permitted hereunder;

1.2.4. Seller's minute books, charter documents, record books and such other books and records as pertain to the organization, existence or capitalization of Seller and duplicate copies of such records as are necessary to enable Seller to file its tax returns and reports

as well as any other records or materials relating to Seller generally and not involving specific aspects of the Station's operation;

1.2.5. Contracts of insurance, including the cash surrender value thereof, and all insurance proceeds or claims made by Seller relating to property or equipment repaired, replaced or restored by Seller prior to the Closing Date;

1.2.6. Any and all other claims made by Seller with respect to transactions prior to the Closing Date and the proceeds thereof to the extent the Station has been made whole for any loss or damage they or their assets may have suffered or incurred as a result of the item, event or occurrence giving rise to such claim;

1.2.7. All pension, profit sharing or cash or deferred (Section 401(k)) plans and trusts and the assets thereof and any other employee benefit plan or arrangement and the assets thereof, if any, maintained by Seller; and

1.2.8. All of Seller's intellectual property used in, or related to, the Station or the Assets, which shall be retained by Seller, except for property identified in Schedule 1.1.6.

## **SECTION 2 PURCHASE PRICE**

2.1. **Purchase Price.** In consideration of Seller's performance of this Agreement, the sale, assignment, transfer, conveyance, setting over and delivery of the Assets as defined herein above to Buyer, the total purchase price (the "Purchase Price") to be paid by Buyer to Seller shall

be the sum of Four Million Two Hundred and Fifty Thousand Dollars (\$4,250,000), or such lesser or greater sum as calculated in accordance with Sections 3.2 and 5.2 of this Agreement.

**2.2. Payment of Purchase Price.** The Purchase Price shall be paid to Seller as follows:

(a) No later than 12:01 p.m. on Tuesday, January 21<sup>st</sup>, 2003, Buyer shall deposit, via wire transfer, Four Hundred Twenty Five Thousand (\$425,000) (the "Escrow Deposit") pursuant to an escrow agreement in the form attached hereto as Exhibit A (the "Escrow Agreement"). The Escrow Deposit shall be held and disbursed by Fleischman and Walsh, L.L.P. (the "Escrow Agent") pursuant to the terms of the Escrow Agreement, which Escrow Agreement shall be signed by Seller, Buyer and Escrow Agent simultaneously with the execution of this Agreement. At Closing, Buyer shall join with Seller in causing the Escrow Agent to cause the Escrow Deposit (but not the interest earned thereon) to be sent to Seller by wire transfer of immediately available funds to a bank designated by Seller to be credited against the Purchase Price.

(b) On the Closing Date, Buyer will pay to Seller by wire transfer of immediately available funds to a bank designated by Seller the sum of Three Million Eight Hundred Twenty Five Thousand Dollars (\$3,825,000), as adjusted to reflect any adjustments made at the Closing pursuant to Section 3.2 of this Agreement.

**2.3. Allocation of Purchase Price.** The Purchase Price shall be allocated among the Assets in accordance with an allocation to be prepared by Buyer.



### **SECTION 3 ADJUSTMENTS**

3.1. **Adjustment Time.** The "Adjustment Time" as used herein shall be as of 12:01 A.M. eastern time on the Closing Date.

3.2. **Adjustment Items.** The following items (the "Adjustment Items") shall be prorated as of the Adjustment Time, assuming a 365-day year or a 30-day or 31-day month, as appropriate, and monies shall be paid at Closing in accordance with Section 3.3 herein below.

3.2.1. Rentals or other charges, payable or paid with respect to the Lease Agreements.

3.2.2. Real and personal property taxes and assessments (including sewerage assessments and fees), and the FCC annual regulatory fee, levied or assessed against or otherwise paid or payable with respect to any of the Assets.

3.2.3. Transferable license, permit, and registration fees and like items.

3.2.4. Charges for utilities (including but not limited to electricity, fuel, water, basic monthly telephone charges, long distance telephone calls and sanitation and garbage disposal) furnished to or in connection with the Assets.

3.2.5. Buyer shall refund any security deposits to Seller.

3.2.6. Other similar items applicable to the Assets and/or attributable to Seller's operation of the Station, it being the intention of the parties that all operations of the Station prior

to the Adjustment Time shall be for the account of Seller, and all operations of the Station on and after the Adjustment Time shall be for the account of Buyer.

3.2.7. If the amount of any real or personal property tax to be prorated is not known on the Closing Date, such tax or fee shall be apportioned on the basis of the most recent tax assessment.

3.3. **Adjustments After Closing Date.** At least fifteen (15) business days prior to the Closing, Seller shall deliver to Buyer a report (the "Preliminary Report") showing in reasonable detail the preliminary determination of the adjustments referred to in Section 3.2, each of which shall be calculated as of the Adjustment Time. The Preliminary Report shall serve as the basis of any adjustments to the Purchase Price. Within thirty (30) days after the Closing Date, Seller shall deliver to Buyer a report (the "Final Report") showing in reasonable detail (a) Seller's final determination of its proposed adjustments to the Purchase Price, (b) all adjustments to the Purchase Price that were not calculated as of the Closing Date, and (c) any corrections to any of its estimated adjustments contained in the Preliminary Report, together with appropriate documents substantiating the calculations, determinations and adjustments proposed in the Final Report. Any resulting payment shall be made to the party entitled thereto within thirty (30) days after notice of such determination thereof has been given to Buyer or Seller, as the case may be. In the event of any disputes between the parties as to adjustments in the Final Report, the amounts not in dispute shall nonetheless be paid at the time provided in this Section and such disputes shall be determined by an independent certified public accountant mutually acceptable to the parties. The accountant's resolution of the dispute shall be final and binding on the parties,

and a judgment may be entered thereon in any court of competent jurisdiction. The fees and expenses of such accountant shall be paid by Seller and/or Buyer in inverse proportion to the accountant's resolution of the disputed items or amounts.

#### **SECTION 4**

##### **APPLICATION TO AND CONSENT BY COMMISSION**

4.1. **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 Commission or its staff shall have given its consent in writing, without any condition that would have a Material Adverse Effect, as defined in Section 4.2(c), on Buyer or Seller, to the assignment of the Commission Authorizations from Seller to Buyer.

4.2. **Application For Commission Consent.**

(a) Seller and Buyer agree to proceed expeditiously and with due diligence and to use their best efforts and to cooperate with each other in seeking the Commission's approval of the assignment of the Commission Authorizations from Seller to Buyer. Within five (5) business days after the date of this Agreement, each party shall prepare and file with the Commission its portion of an application to assign the Commission Authorizations (the "Assignment Application") and all information, data, exhibits, resolutions, statements, and other materials necessary and proper in connection with such Assignment Application. Each party further agrees expeditiously to prepare amendments to the Assignment Application whenever such amendments are required by the Commission or its rules.

(b) 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 and grant fees imposed by the Commission shall be shared equally by Seller and Buyer.

(c) Each party agrees to comply with any condition imposed on it by the Commission, except that no party shall be required to comply with a condition that would have a 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. "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 consistent with their present use, operation or condition; provided, however, that any condition, event or circumstance which requires that the Assets be operated in accordance with a condition similar to that contained in the Commission Authorizations as they exist as of the date of this Agreement or that affect the Station's market or the broadcasting industry, generally, shall not be deemed a Material Adverse Effect. Buyer and Seller shall oppose any efforts for reconsideration or judicial review of the grant by the Commission of the Assignment Application (but nothing in this Section shall limit any party's right to terminate this Agreement pursuant to Section 16 of this Agreement).

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

4.4. **Delay in Approval of Application.** Either party at its option may terminate this Agreement by five (5) business days' prior written notice to the other party, and without liability to the other party, if the Commission has not granted the Assignment Application and the grant has not become a Final Order by June 1, 2003 (the "Upset Date"); provided that if the Commission has granted the Assignment Application but the grant has not become a Final Order by June 1, 2003, Buyer or Seller shall have the right to extend the Upset Date for an additional six (6) month period expiring December 1, 2003. In the event of such termination, each party shall bear its own expenses, and the Escrow Agent shall return to Buyer the Escrow Deposit (including all interest earned thereon).

## **SECTION 5 LIABILITIES**

5.1. **Liabilities.** The Assets shall be sold and conveyed to Buyer free and clear of all liabilities (absolute or contingent), obligations, liens (including tax, mechanics' and materialmen's liens), pledges, conditional sales agreements, charges, mortgages, security interests, encumbrances and restrictions of any type or amount (other than Permitted Liens) (collectively, "Liens") created or suffered by Seller prior to the Closing Date. "Permitted Liens" means (i) liens or mortgages that will be released at Closing; (ii) zoning ordinances and regulations, including statutes and ordinances relating to municipal improvements, which would

not have a Material Adverse Effect; and (iii) liens identified on Schedule 5.1, which will be released prior to or in connection with Closing.

5.2. **Buyer's Assumed Obligations.** Buyer covenants and agrees to assume at Closing and discharge following the Closing (i) current liabilities of Seller for which Buyer receives a reduction in the Purchase Price, but not in excess of the amount of such reduction, and (ii) all of the unperformed duties, obligations and liabilities attributable to periods and arising from events or circumstances occurring on or after the Closing Date under or with respect to the Assets or operation of the Station, including those arising out of Buyer's ownership of the Assets and operation of the Station. Except as provided in the preceding sentence, Buyer is not agreeing to, and shall not, assume any other liability, obligation, undertaking, expense or agreement of Seller of any kind, absolute or contingent, known or unknown, and the execution and performance of this Agreement shall not render Buyer liable for any such liability, obligation, undertaking, expense or agreement. All of such liabilities and obligations shall be referred to herein as the "Retained Liabilities."

5.3. **Seller's Liability.** Seller shall remain liable for, and covenants to pay, satisfy, or discharge, all liabilities, payments, obligations, and duties attributable to periods and arising from events or circumstances occurring before the Closing Date under or with respect to the Assets or operation of the Station.

## **SECTION 6 REPRESENTATIONS AND WARRANTIES OF SELLER**

Seller represents and warrants as follows:

6.1. **Organization and Standing.** Each Seller is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and is qualified to do business and is in good standing in the Commonwealth of Pennsylvania, if so required by law. Seller has the full power to own the Assets and to conduct the operations of the Station as it now is being conducted.

6.2. **Authorization and Binding Obligation.** Seller has all necessary power and authority to enter into this Agreement and the Seller's Closing Documents. The execution, delivery and performance of this Agreement (as of the date of execution of this Agreement and on the Closing Date) and the Seller's Closing Documents (on the Closing Date) have been authorized by all necessary action of Seller. This Agreement constitutes a valid and binding obligation of Seller enforceable against Seller in accordance with the terms of this Agreement. Upon execution, the Seller's Closing Documents will constitute valid and binding obligations of Seller enforceable against Seller in accordance with their terms.

6.3. **No Contravention.** The execution, delivery and performance of this Agreement or any of the Seller's Closing Documents do not violate any provision of Seller's organizational documents, any contract provision or other commitment to which Seller with respect to the Assets is a party or under which the Assets are bound, or any judgment or order, and will not result in the creation or imposition of any Lien (other than a Permitted Lien) upon any of the Assets.

6.4. **Business Records.** Seller has maintained the Business Records in the usual, regular and ordinary manner in accordance with good business practices.

**6.5. Real and Tangible Personal Property.**

**6.5.1. Real Property.** Schedule 1.1.2 attached hereto accurately lists all the Real Property leased or otherwise held or used by Seller in connection with its operation of the Station's tower and studio facilities. Seller's use of the Real Property conforms in all material respects with all material restrictive covenants and with all applicable zoning, environmental, and building codes, laws, rules and regulations. All Assets on the Real Property are structurally sound, in good condition and repair (ordinary wear and tear excepted), and available for immediate use in the operations of the Station. No condemnation of any of the Real Property has occurred; there is no existing notice covering future condemnation; and Seller has no reason to believe that any of the Real Property will be condemned. All transmitting facilities included as part of the Assets, including, antennas, anchors and all other related buildings, structures and appurtenances, if any, are located entirely within the confines of the Real Property. To the knowledge of Seller, all utilities required for the operation of the Assets on the Real Property either enter the Real Property through adjoining public streets, or if they pass through adjoining private land, they do so in accordance with valid easements. The use of the Assets on the Real Property and the conduct therein have not violated any law, statute, ordinance, rule or regulation of any government, governmental body, agency or authority (federal, state or local) in any material respect. In connection with such use and conduct, there are no problems with respect to adequate water supply, sewage and waste disposal facilities or air, water or land pollution, nor are there any pending or threatened eminent domain proceedings or special assessments with respect to the Real Property.



**6.5.2. Tangible Personal Property.** Schedule 1.1.3 attached hereto accurately lists all the material Tangible Personal Property owned, leased, or otherwise held by Seller for the exclusive use of the Station's tower and studio facilities. Seller is the owner of and at Closing will have good and marketable title to all of the Tangible Personal Property listed in Schedule 1.1.3, free and clear of all Liens (other than Permitted Liens).

**6.5.3. Condition of Property.** The Tangible Personal Property listed in Schedule 1.1.3 is now, and on the Closing Date will be, in good operating condition in accordance with generally accepted standards of practice in the broadcasting industry (ordinary wear and tear excepted), and to Seller's knowledge, is free from defects in materials and workmanship in all material respects.

**6.6. Agreements.**

**6.6.1.** The Lease Agreements are in full force and effect, valid, binding, and enforceable in accordance with its terms. Seller has duly performed all of its material obligations under the Lease Agreements. There is no default by or claim of default against Seller or, to Seller's knowledge, against any other party to the Lease Agreements, or any event or circumstance that with the passage of time or the giving of notice or both would result in a default by Seller or, to Seller's knowledge, any other party. Seller knows of no existing notice of termination with respect to the Lease Agreements.

**6.7. Authorizations.** Except as disclosed on Schedule 6.7:

6.7.1. Seller is the authorized legal holder of all licenses, permits, and authorizations necessary to operate the Station's facilities lawfully and as they are now being conducted, including, without limitation, all Commission Authorizations listed in Schedule 1.1.1, none of which is subject to any restrictions or conditions which would limit in any respect the full operation of the Station's facilities as now operated and be deemed a Material Adverse Effect.

6.7.2. All such Commission Authorizations are validly existing authorizations for the operation of the facilities described therein under the Communications Act of 1934, as amended.

6.7.3. Seller is operating the Assets in all material respects in accordance with the Commission Authorizations, the underlying construction permits and all rules, regulations and policies of the Commission.

6.7.4. There is no action pending nor to Seller's knowledge, threatened, before the Commission or other body to revoke, refuse to renew, suspend or modify any of the Commission Authorizations, or any action which may result in the denial of any pending applications, the issuance of any cease and desist orders, or the imposition of any administrative sanctions whatsoever with respect to the Assets, except as required to transfer same to Buyer.

6.7.5. All reports, applications and other documents required by the Commission to be filed by Seller with the Commission or any other administrative body with respect to the

Assets or the Station's operation of its facilities have been filed and all such reports, applications and documents are true and correct in all material respects.

6.7.6. There are no matters known to Seller that might reasonably be expected to result in the suspension or revocation of any Commission Authorizations pertaining to the Assets.

## **6.8. Litigation and Insurance.**

6.8.1. **Litigation; Compliance With Law.** Except as disclosed on Schedule 6.8.1, with respect to the Assets, Seller is in compliance in all material respects with all applicable federal, state and local laws, ordinances and regulations, including compliance with the Communications Act and all rules and regulations issued thereunder. Except for administrative rule makings or other proceedings of general applicability to the broadcast industry, there is no complaint, claim, litigation, investigation, or judicial, administrative, or other proceeding of any nature, including, without limitation, a grievance, arbitration, or insolvency or bankruptcy proceeding, pending, or to Seller's knowledge, threatened against the Assets, including, without limitation, any proceeding which may (a) have a Material Adverse Effect, (b) restrain or enjoin the Closing or the consummation of the transactions contemplated hereby, or (c) result in the revocation, modification or suspension of the Commission Authorizations, or the issuance or imposition of any administrative sanction that reasonably could be expected to have a Material Adverse Effect. In addition, to Seller's knowledge, no such litigation, investigation, or proceeding has been threatened. Seller will give Buyer prompt notice of its discovery of any such basis or the institution or the threat of any such litigation,

investigation, or proceeding. Seller is not in material default in respect to any judgment, order, writ, injunction, decree, rule, or regulation of any applicable court or governmental body, which default could have a Material Adverse Effect.

**6.8.2. Insurance.** All of the Tangible Personal Property listed in Schedule 1.1.3 is insured, including, without limitation, public liability and broadcaster's liability insurance for the Station's tower and studio facilities. Such insurance is in full force and effect with all premiums for fire, flood, and extended coverage insurance and such public liability and broadcaster's liability insurance paid when due.

**6.9. Insolvency Proceedings.** No insolvency proceedings of any kind, including without limitation bankruptcy, receivership, reorganization, composition or arrangement with creditors, voluntary or involuntary, affecting Seller or the Assets are pending or threatened. Seller has not made an assignment for the benefit of creditors or taken any action with a view to, or that would constitute a valid basis for, the institution of any such insolvency proceedings.

**6.10. Environmental Matters.**

(a) To Seller's knowledge, Seller has complied in all material respects with all laws, rules and regulations of all federal, state, and local governments (and all agencies thereof) concerning the environment and public health and safety (the "Environmental Laws"), and no charge, complaint, action, suit, proceeding, hearing, investigation, claim, demand, or notice has been filed or commenced against Seller alleging any failure to comply with any such Environmental Law.

(b) To Seller's knowledge, no hazardous or toxic waste, substance or material, as those or similar terms are defined in or for purposes of applicable federal, state and local environmental laws, and including without limitation, any asbestos, or asbestos-related products, oils or petroleum-derived compounds, CFCs, or PCBs (collectively "Hazardous Substances") are contained in structures or equipment used in the operation of the Station or are located on or about the Real Property unless, in the case of equipment containing CFC's and PCB's, such CFC's and PCB's are properly contained and labeled. No "underground storage tank" (as that term is defined in regulations promulgated by the federal Environmental Protection Agency) is used in the operation of the Station or, to Seller's knowledge, is located on the Real Property. To Seller's knowledge: (i) the Real Property has not previously been used for the manufacture, refining, treatment, storage, or disposal of any Hazardous Substances; (ii) none of the soil, ground water, or the surface water of the Real Property is contaminated by any Hazardous Substances; (iii) no Hazardous Substances are being emitted, discharged or released from the Real Property, directly or indirectly, into the environment; (iv) neither Seller nor any former owner or operator of the Real Property is liable for cleanup or response costs with respect to the emission, discharge, or release of any Hazardous Substance due to its ownership, occupation, use or operation of such premises. The present operation of the Station complies in all applicable federal, state and local laws relating to electrical transformers and human exposure to radio frequency radiation and, to Seller's knowledge, complies in all material respects with all other applicable federal, state and local environmental laws.

**6.11 Information Held in Confidence.** Seller and other representatives of Seller will hold in strict confidence, and will not disclose to any third party, any data or information

obtained in connection with the transactions contemplated by this Agreement with respect to the business of Buyer, except insofar as any of such data or information may be required by law to be publicly disclosed or submitted to the Commission. If the transactions contemplated by this Agreement are not consummated, Seller will return to Buyer all such data and information, including, but not limited to, all documents, copies of documents and memoranda or other materials prepared by Seller which incorporate data or information obtained from Buyer and all other data and information made available to Seller in connection with the transactions contemplated by this Agreement, except that which may be required by law to be submitted to the Commission.

## **SECTION 7 WARRANTIES, REPRESENTATIONS AND COVENANTS OF BUYER**

Buyer covenants, represents, and warrants as follows:

**7.1. Organization and Standing.** Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania and will be qualified to do business and be in good standing in the Commonwealth of Pennsylvania if so required by the laws of the Commonwealth of Pennsylvania. Buyer has the full power to own its assets and to carry on its business as it is now being conducted and as the same will be conducted following the Closing.

**7.2. Authorization and Binding Obligation.** Buyer has all necessary corporate power and authority to enter into this Agreement and the Buyer's Closing Documents. The execution, delivery and performance of this Agreement (as of the date of execution of this

Agreement and on the Closing Date) and the Buyer's Closing Documents (on the Closing Date) have been authorized by all necessary action of Buyer. This Agreement constitutes a valid and binding obligation of Buyer enforceable against Buyer in accordance with the terms of this Agreement. Upon execution, the Buyer's Closing Documents will constitute valid and binding obligations of Buyer enforceable against Buyer in accordance with their terms.

7.3. **No Contravention.** The execution, delivery and performance of this Agreement or any of the Buyer's Closing Documents do not violate any provision of the certificate of incorporation or bylaws of Buyer, any other organizational document of Buyer, any contract provision or other commitment to which Buyer or any of its officers or directors is bound, or any judgment or order.

7.4. **Litigation.** Except for administrative rule makings or other proceedings of general applicability to the broadcast industry, there is no litigation, proceeding, judgment, claim, action, investigation or complaint before the Commission, other governmental body or court of any nature, including, without limitation, a grievance, arbitration or insolvency or bankruptcy proceeding, pending or, to Buyer's knowledge, threatened against or affecting Buyer which would restrain or enjoin the Closing or the consummation of the transactions contemplated hereby.

7.5. **Information Held in Confidence.** Except with respect to Buyer's prospective lenders, if any, from the date hereof until the Closing Date, Buyer and other representatives of Buyer will hold in strict confidence, and will not disclose to any third party, any data or information obtained in connection with the transactions contemplated by this Agreement with respect to the business of Seller, except insofar as any of such data or information may be

required by law to be publicly disclosed or submitted to the Commission. If the transactions contemplated by this Agreement are not consummated, Buyer will return to Seller all such data and information, including, but not limited to, all documents, copies of documents and memoranda or other materials prepared by Buyer which incorporate data or information obtained from Seller and all other data and information made available to Buyer in connection with the transactions contemplated by this Agreement, except that which may be required by law to be submitted to the Commission.

7.6. **Buyer's Qualifications.** There is no fact that would, under present law (including the Communications Act of 1934, as amended) and the present rules and regulations of the Commission, disqualify Buyer from being the assignee of the Assets or owner of the Station or that would delay the Commission's approval of the Assignment Application. Should Buyer become aware of any such fact, it will so inform Seller and will use its best efforts to remove any such disqualification. Buyer will not take, or fail to take, any action that Buyer knows, or has reason to believe, would result in such disqualification.

7.7. **Financing.** Buyer has the funds necessary to pay the Purchase Price to Seller.

7.8. **Reliance.** Neither Buyer nor any person acting as Buyer's representative or on Buyer's behalf has relied on any representation or statement of Seller or any other person except as expressly set forth in this Agreement. Buyer acknowledges that it has been given full opportunity to examine, to its satisfaction, the Lease Agreements and the Tangible Personal Property.



**SECTION 8**  
**SELLER'S CONDUCT OF BUSINESS PRIOR**  
**TO CLOSING, BUYER'S ACCESS TO INFORMATION AND BUYER'S COVENANTS**

8.1. **Affirmative Covenants of Seller.** From the date of this Agreement until the Closing Date, Seller shall have complete control and supervision of and sole responsibility for the Assets and their operation, and during such period, Seller shall:

8.1.1. Operate the Station's facilities in good faith and in a manner consistent with the normal and prudent operation of similar commercial broadcast station facilities and in accordance with the rules and regulations of the Commission and the Commission Authorizations and maintain all of the Assets in good operating condition, ordinary wear and tear excepted.

8.1.2. Keep and preserve the Business Records in accordance with good business practice.

8.1.3. Make commercially reasonable efforts to endeavor to protect the service area of the Station, as currently authorized by the Commission, from interference from other stations, existing or proposed, of which Seller has actual knowledge, to the extent such service area is subject to protection and such interference is prohibited by the Commission's rules and regulations, and promptly give Buyer notice of any proposed interference.

8.1.4. Deliver to Buyer within five (5) days after filing thereof copies of any and all reports, applications and/or responses relating to the Station which are filed with the Commission on or prior to the Closing Date, including a copy of any Commission inquiries to

which the filing is responsive (in the event of an oral Commission inquiry, Seller will furnish a written summary thereof if prepared by Seller for such inquiry).

8.1.5. Give prompt notice to Buyer of any occurrence that comes to Seller's attention that may constitute a misrepresentation, breach of warranty or nonfulfillment of any covenant or condition on the part of Seller or Buyer contained in this Agreement.

8.2. **Negative Covenants of Seller.** Between the date hereof and the Closing Date, Seller shall not, with respect to the Assets or the operation thereof, without the consent of Buyer, which consent shall not be unreasonably withheld:

8.2.1. Cancel, modify, alter, amend, encumber or in any way discharge, terminate or impair the Lease Agreements.

8.2.2. By any act or omission surrender, modify adversely, forfeit or fail to renew under regular terms the Commission Authorizations or give the Commission grounds to institute any proceeding for the revocation, suspension or modification of any such Commission Authorization, or fail to prosecute with due diligence any pending applications with respect to such Commission Authorizations (other than the Assignment Application which shall be governed by Section 4 hereof).

8.2.3. Other than in the usual and ordinary course of business, sell or dispose of any of the Assets; Seller shall replace all Assets thus disposed of in the usual and ordinary course of business with assets having an aggregate value at least equal to the aggregate value of the Assets sold or otherwise disposed of.

8.2.4. Create or suffer or permit the creation of any Lien (other than Permitted Liens).

8.2.5. Take any action that would prevent Seller from consummating the transactions contemplated in this Agreement.

**8.3. Access to Information.**

8.3.1. **Access to the Assets.** Between the date hereof and the Closing Date, Seller will give to Buyer and its authorized representatives and agents, including engineers, accountants, lawyers and other representatives, reasonable access during reasonable business hours to the Assets. Seller shall furnish to Buyer such information and materials concerning the operation of the Station's facilities and the Assets as Buyer may request.

8.4. **Restrictions on Buyer.** Nothing contained in this Agreement shall give Buyer any right to control the operations of the Station prior to the FCC grant of the Assignment Application and the Closing. Upon execution of this Agreement, Buyer and Seller shall enter into a Local Marketing Agreement in the form attached hereto as Exhibit B.

8.5. **Buyer's Covenants.** From the date of this Agreement until the Closing Date, Buyer covenants that it will not knowingly take any action, or knowingly fail to take any action, that would disqualify it from becoming the assignee/licensee of the Commission Authorizations or delay the grant of the Assignment Application by the Commission. Furthermore, Buyer shall give prompt notice to Seller of any occurrence that comes to Buyer's attention that may constitute

a misrepresentation, breach of warranty or nonfulfillment of any covenant or condition on the part of Buyer or Seller contained in this Agreement.

## **SECTION 9 CONDITIONS FOR CLOSING**

9.1. **Closing.** The closing of the transactions contemplated by this Agreement (the “Closing”) shall be accomplished on the Closing Date by exchanging the closing documents required by this Agreement and such other closing documents as the parties may reasonably require in person, by mail or air courier and by Buyer delivering the Purchase Price, as adjusted, to Seller by wire transfer on a date set by the parties, provided that unless the parties agree to an earlier date, such date shall be within ten (10) days after the Assignment Application becomes a Final Order (the “Closing Date”). For purposes of this Agreement, a “Final Order” means an action by the Commission as to which (a) no request for stay by the Commission 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 Commission and the deadline for filing any such appeal, petition or application has passed; (c) the Commission has not initiated reconsideration or review 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 Commission’s action is pending or in effect, and the deadline for filing any such appeal or request has passed.

9.2. **Conditions Precedent to Obligations of Buyer.** The performance of the obligations of Buyer under this Agreement is subject to the satisfaction of each of the following express conditions precedent (provided that Buyer may, at its election, waive any of such

conditions at the Closing, notwithstanding that such condition is not fulfilled on the Closing Date):

9.2.1. Seller shall have delivered to Buyer the Seller's Closing Documents as described in Section 10.1 below.

9.2.2. Each of Seller's representations and warranties contained in this Agreement or in any schedule, certificate or document delivered pursuant to the provisions hereof, or in connection with the transactions contemplated hereby, if specifically qualified by materiality, shall be true and correct in all respects at and as of the Closing Date with the same force and effect as if each such representation or warranty was made at and as of such time, and if not so qualified, shall be true and correct in all material respects at and as of the Closing Date with the same force and effect as if each such representation or warranty was made at and as of such time, except in respect of such changes as are contemplated or permitted by this Agreement.

9.2.3. Seller shall have performed and complied in all material respects with all covenants, agreements and obligations required by this Agreement to be performed or complied with by it prior to the Closing Date and shall be in full compliance therewith on the Closing Date.

9.2.4. The Assignment Application shall have become a Final Order.

9.2.5. All outstanding Liens (other than Permitted Liens) shall have been discharged and satisfied, or arrangements made to discharge same at Closing.

9.2.6. The consent of Seller's landlords to the assignment of the Lease Agreements shall have been obtained without material adverse condition.

9.2.7. Within sixty (60) days of the date of this Agreement, Buyer shall have received, at its expense, an environmental assessment of the Tangible Personal Property and the Station physical plant, stating in substance that, consistent with good commercial or customary practice, there is no environmental condition on or affecting the Tangible Personal Property and the Station physical plant that would either (i) materially impair the use of the Tangible Personal Property and the Station physical plant or (ii) require remedial action to bring the Tangible Personal Property and the Station physical plant into compliance with all applicable environmental laws and regulations. Buyer's failure to commission the environmental assessment in time to permit the completion thereof within sixty (60) days of the execution of this Agreement shall be deemed a waiver of this condition and shall not be grounds for terminating this Agreement or adjustment of the Purchase Price based upon the subsequent discovery of an environmental problem.

9.3. **Conditions Precedent to Obligations of Seller.** The performance of the obligations of Seller under this Agreement is subject to the satisfaction of each of the following express conditions precedent (provided that Seller may, at its election, waive any of such conditions at Closing, notwithstanding that such condition is not fulfilled on the Closing Date):

9.3.1. Buyer shall have delivered to Seller the Buyer's Closing Documents as described in Section 10.2 below.

9.3.2. Each of Buyer's representations and warranties contained in this Agreement or in any certificate or document delivered pursuant to the provisions hereof, or in connection with the transactions contemplated hereby, if specifically qualified by materiality, shall be true and correct in all respects at and as of Closing Date with the same force and effect as if each such representation or warranty was made at and as of such time, and if not so qualified, shall be true and correct in all material respects at and as of the Closing Date with the same force and effect as if each such representation or warranty was made at and as of such time, except in respect of such changes as are contemplated or permitted by this Agreement.

9.3.3. Buyer shall have performed and complied in all material respects with all covenants, agreements and obligations required by this Agreement to be performed or complied with by it prior to the Closing Date and shall be in full compliance therewith on the Closing Date.

9.3.4. Buyer shall have agreed, in a form reasonably acceptable to Seller, to assume all obligations specified in Section 5.2 of this Agreement.

9.3.5. The Assignment Application shall have become a Final Order.

9.3.6. The consent of (i) Seller's lender to the sale of the Assets and (ii) Seller's landlords to the assignment of the Lease Agreements shall have been obtained without material adverse condition.

**SECTION 10**  
**OBLIGATIONS AT CLOSING**

**10.1. Closing Documents to be Delivered by Seller.** At the Closing, Seller shall deliver to Buyer the following (the "Seller's Closing Documents"):

10.1.1. An executed bill of sale in form and substance reasonably satisfactory to Buyer transferring to Buyer all Tangible Personal Property to be transferred hereunder.

10.1.2. An executed assignment and assumption agreement in form and substance reasonably satisfactory to the parties assigning to Buyer the obligations being assumed by Buyer pursuant to Section 5.2 hereof.

10.1.3. An executed assignment and assumption agreement in form and substance reasonably satisfactory to the parties assigning and transferring to Buyer all of the Commission Authorizations.

10.1.4. A certificate executed by Seller's chief executive officer certifying that the conditions specified in Sections 9.2.2 and 9.2.3 hereof have been satisfied.

10.1.5. All Business Records.

10.1.6. Possession and/or ownership of and all right, title and/or interest in and to the Assets.

10.1.7. Instructions executed on behalf of Seller directing the Escrow Agent to apply the principal of the Escrow Deposit toward payment of the Purchase Price.



10.1.8. Such other documents and instruments as may be necessary to affect the intent of this Agreement and to consummate the transactions contemplated hereby.

10.1.9. Lien search reports dated within ten (10) days of the Closing Date and such other documentation as may be necessary to establish Seller's compliance with Section 9.2.5 hereof.

10.1.10. With respect to the Lease Agreements, estoppel certificates, in a commercially reasonable form, from each landlord; provided, however, that nothing contained herein shall obligate Seller to make any monetary payments to Buyer or any third party in connection with delivering such estoppel certificates.

**10.2. Closing Documents to be Delivered by Buyer.** At the Closing, Buyer shall deliver to Seller the following (the "Buyer's Closing Documents"):

10.2.1. The Purchase Price as provided in Section 2.2 hereof.

10.2.2. A certificate executed by Buyer's chief executive officer certifying that the conditions specified in Sections 9.3.2 and 9.3.3 hereof have been satisfied.

10.2.3. An executed assignment and assumption agreement in form and substance reasonably satisfactory to the parties assigning to Buyer the obligations being assumed by Buyer pursuant to Section 5.2 hereof.

10.2.4. An executed assignment and assumption agreement in form and substance reasonably satisfactory to the parties assigning and transferring to Buyer all of the Commission Authorizations.

10.2.5. Instructions executed on behalf of Buyer directing the Escrow Agent to apply the principal of the Escrow Deposit toward payment of the Purchase Price.

10.2.6. Such other documents and instruments as may be necessary to affect the intent of this Agreement and to consummate the transactions contemplated hereby.

## **SECTION 11 BROKERAGE**

Seller and Buyer each represent and warrant to the other that it knows of no broker, finder, or intermediary who has been involved in the transactions contemplated by this Agreement or who might be entitled to a fee or commission upon the consummation of such transactions. Buyer and Seller hereby agree to indemnify each other from and against any claim of any such obligation or liability by any person, and any expense incurred in defending against any such claim, including reasonable attorneys' fees, that shall have resulted from any conduct, activity, or action taken, or allegedly taken, by the indemnifying party.

## **SECTION 12 INDEMNIFICATIONS**

**12.1 Breach of Seller's Agreements, Representations and Warranties.** For a period of two (2) years following the Closing, Seller undertakes and agrees to indemnify and hold Buyer and any member, officer, director, agent, employee and affiliate of Buyer harmless from and

against, any loss, damage, liability, obligation, deficiency, claim, suit, cause of action, demand, judgment or expense (including without limitation, payments, fines, penalties, interest, taxes, assessments and reasonable attorneys' fees and expenses), contingent or otherwise, whether incurred or asserted prior to or after the Closing Date, arising out of or sustained by Buyer by reason of:

(a) any breach of any warranty, representation or agreement of Seller contained under this Agreement or in any certificate or other instrument furnished to Buyer pursuant to this Agreement or in connection with any of the transactions contemplated hereby;

(b) the operation of the Station's facilities or the ownership of the Assets prior to the Closing Date (including, but not limited to, any and all claims, liabilities and obligations arising or required to be performed prior to the Closing Date under the Lease Agreements, or any other lease, contract or agreement);

(c) any Retained Liabilities; or

(d) any and all actions, suits or proceedings incident to any of the foregoing.

**12.2 Breach of Buyer's Agreements, Representations and Warranties.** For a period of two (2) years following the Closing, Buyer undertakes and agrees to indemnify and hold Seller and any member, officer, manager, agent, employee and affiliate of Seller harmless from and against, any loss, damage, liability, obligation, deficiency, claim, suit, cause of action, demand, judgment or expense (including without limitation, payments, fines, penalties, interest, taxes, assessments and reasonable attorneys' fees and expenses), contingent or otherwise, whether

incurred or asserted prior to or after the Closing Date, arising out of or sustained by Seller by reason of:

(a) any breach of any warranty, representation or agreement of Buyer contained under this Agreement or any certificate or other instrument furnished to Seller pursuant to this Agreement or in connection with any of the transactions contemplated hereby;

(b) the operation of the Station's facilities or the ownership of the Assets on or after the Closing Date (including, but not limited to, any and all claims, liabilities and obligations arising or required to be performed on or after the Closing Date under the Lease Agreements, or any other lease, contract or agreement);

(c) any and all liabilities or obligations of Seller specifically assumed by Buyer pursuant to this Agreement, or

(d) any and all actions, suits or proceedings incident to any of the foregoing.

**12.3 Notice of Claim.** Buyer and Seller agree to give prompt written notice to each other of any claim for indemnification under Sections 12.1 or 12.2 hereof ("Notice of Claim"), which amount is believed to be required to discharge the obligations of the indemnifying party resulting therefrom. Within ten (10) days after having been given the Notice of Claim, the indemnifying party may deliver to the other party (i) a written notice of objection to the payment of such claim ("Notice of Objection"), which Notice of Objection shall set forth the basis for such objection; or (ii) a written notice that the indemnifying party intends to defend against such claim in good faith ("Notice of Intention to Defend"). If such a Notice of Intention to Defend is

delivered, the indemnifying party shall have the right to hold in abeyance its claim for indemnification if and so long as such defense is conducted by the indemnifying party at the latter's expense in a manner effective to protect the indemnified party against such claim. If no Notice of Objection or Notice of Intention to Defend is given within the prescribed ten (10) day period, the indemnifying party shall promptly pay to the indemnified party the amount set forth in the Notice of Claim. If the parties are unable to resolve any Notice of Claim and corresponding Notice of Objection, either party may take whatever action it deems reasonable, including without limitation, the filing of a claim, petition or other pleading in a court of competent jurisdiction.

12.4 **Sole Remedy.** Except as provided to the contrary in this Agreement, the right to indemnification pursuant to Section 12 shall be the sole and exclusive remedy of each party in connection with any breach or other violation by the other party of its representations, warranties, or covenants contained in this Agreement.

### **SECTION 13 RISK OF LOSS**

The risk of any loss or damage to the Assets by fire, theft, breakage, explosion, earthquake, accident, flood, rain, storm, riot, act-of-God or public enemy, or any other casualty or cause, reasonable wear and tear excepted, prior to the Closing Date, is assumed and shall be borne by Seller at all times before the Closing Date. If any such loss or damage occurs, Seller shall give prompt written notice of the loss or damage to Buyer and shall promptly take all steps to rebuild, replace, restore or repair any such damaged property at its own cost and expense. In the event that Seller does not fully replace or restore any such lost or damaged Assets by the time

the Closing otherwise would be held, Buyer may, at its option, upon written notice to Seller, either (i) terminate this Agreement, or (ii) elect to close without restoration, in which event Seller will deliver all insurance proceeds paid or payable by reason of the loss or damage to Buyer. If Buyer terminates this Agreement under this Section, each party shall bear its own expenses, and the Escrow Agent shall deliver to Buyer the Escrow Deposit and all interest earned thereon. Buyer's option to terminate this Agreement under this Section 13 shall arise only if such damage to the Station is so substantial that it prevents the Station's facilities from operating in their normal and customary manner for a period of five (5) consecutive days.

#### **SECTION 14 FEES AND EXPENSES**

Each party shall pay its own attorneys' fees and expenses which it initiates, creates or incurs in connection with the negotiation, preparation and execution of this Agreement. All other expenses incurred in connection with this transaction shall be borne by the party incurring same.

#### **SECTION 15 BULK SALES LAW**

Seller does not believe that any bulk sales or fraudulent conveyance statute applies to the transactions contemplated by this Agreement. Buyer therefore waives compliance by Seller with the requirements of any such statutes, and Seller agrees to indemnify and hold Buyer harmless against any claim made against Buyer by any creditor of Seller as a result of a failure to comply with any such statute.

## **SECTION 16 DEFAULT AND TERMINATION**

16.1 A party shall "default" under this Agreement if it makes any material misrepresentation to the other party in connection with this Agreement, or materially breaches or fails to perform any of its representations, warranties or covenants contained in this Agreement. Non-material breaches or failures shall not be grounds for declaring a party to be in default, postponing the Closing or terminating this Agreement.

16.2 If either party believes the other to be in default hereunder, the former party shall provide the other with written notice specifying in reasonable detail the nature of such default. If the default is not curable or has not been cured within thirty (30) days after delivery of that notice (or such additional reasonable time as the circumstances may warrant provided the party in default undertakes diligent, good faith efforts to cure the default within such thirty (30) day period and continues such efforts thereafter), then the party giving such notice may terminate this Agreement and/or exercise the remedies available to such party pursuant to this Agreement, subject to the right of the other party to contest such action through appropriate proceedings.

16.3 Buyer recognizes that if the transaction contemplated by this Agreement is not consummated as a result of Buyer's default, Seller would be entitled to compensation, the extent of which is extremely difficult and impractical to ascertain. To avoid this problem, the parties agree that if this Agreement is not consummated due to the default of Buyer, Seller shall be entitled to receive as liquidated damages the Escrow Deposit, except for all interest earned thereon. The parties agree that such amount shall constitute liquidated damages and shall be in lieu of any other remedies to which Seller might otherwise be entitled due to Buyer's wrongful

failure to consummate the transaction contemplated by this Agreement. All interest or other proceeds from the investment of the Escrow Deposit, less any compensation due the Escrow Agent, shall be paid to Buyer. Buyer and Seller each acknowledge and agree that the liquidated damage amount is reasonable in light of the anticipated harm which would be caused by Buyer's breach of this Agreement, the difficulty of proof of loss, the inconvenience and non-feasibility of otherwise obtaining an adequate remedy, and the value of the transaction to be consummated hereunder.

16.4 Seller agrees that the Assets include unique property that cannot be readily obtained on the open market and that Buyer will be irreparably injured if this Agreement is not specifically enforced. Therefore, Buyer shall have the right specifically to enforce Seller's performance under this Agreement, and Seller agrees to waive the defense in any such suit that Buyer has an adequate remedy at law and to interpose no opposition, legal or otherwise, as to the propriety of specific performance as a remedy. In the event Buyer elects to terminate this Agreement as a result of Seller's default instead of seeking specific performance, Buyer shall be entitled to the return of the Escrow Deposit.

## **SECTION 17**

### **SURVIVAL OF WARRANTIES**

17.1 All representations and warranties made by the parties in this Agreement shall be deemed made for the purpose of inducing the other to enter into this Agreement, and shall survive the Closing and remain operative and in full force and effect, for a period of two (2) years. All covenants made by the parties in this Agreement to be performed on or prior to the Closing Date shall terminate as of the Closing.



17.2 Neither the acceptance nor the delivery of property hereunder shall constitute a waiver of any post-closing covenant, representation, warranty, agreement, obligation, undertaking or indemnification of Seller or Buyer contained in this Agreement, all of which shall, unless otherwise specifically provided, survive the Closing hereunder in accordance with the terms of this Agreement and shall be binding upon and inure to the benefit of all of the parties hereto, their heirs, legal representatives, successors and assigns.

## **SECTION 18 NOTICES**

All notices, requests, demands, waivers, consents and other communications required or permitted hereunder shall be in writing and be deemed to have been duly given when delivered in person (against receipt) to the party to be notified at the address set out below or sent by registered or certified mail, or by express mail or courier, postage prepaid, return receipt requested, or by facsimile machine, addressed to the party to be notified, as follows:

If to Seller:

Mega Communications of Philadelphia, L.L.C. &  
Mega Communications of Philadelphia Licensee, L.L.C.  
c/o Activated Communications Limited Partnership  
767 Fifth Avenue, 50<sup>th</sup> Floor  
New York, NY 10153  
Attn: Adam L. Lindemann and Eran Schreiber  
Fax: (212) 754-5789

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

Fleischman & Walsh, L.L.P.  
1400 16<sup>th</sup> Street, N.W., 6<sup>th</sup> Floor  
Washington, DC 20036  
Attn: Stephen A. Bouchard, Esq.  
Fax: (202) 745-0912

If to Buyer:

Levas Communications, LLC  
200 Highpoint Drive  
Suite 215  
Chalfont, Pennsylvania 18914  
Attn: Michael Thomas  
Fax: (215) 893-3910

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

John Neely  
Miller & Neely, P.C.  
6900 Wisconsin Avenue, Suite 704  
Bethesda, Maryland 20815  
Fax: (301) 986-4162

Either party may change its address for notices by written notice to the other given pursuant to this Section. Any notice purportedly given by a means other than as provided in this Section shall be invalid and shall have no force or effect.

## **SECTION 19 MISCELLANEOUS**

19.1. **Headings.** The headings of the Sections of this Agreement are for convenience or reference only, and do not form a part thereof, and do not in any way modify, interpret or construe the meaning of the Sections themselves or the intentions of the parties.

19.2. **Entire Agreement.** This Agreement and any other agreements entered into pursuant to this Agreement set forth the entire agreement of the parties and are intended to supersede all prior negotiations, understandings and agreements and cannot be altered, amended, changed or modified in any respect unless each such alteration, amendment, change or modification shall have been agreed to by each of the parties hereto and reduced to writing in its entirety and signed and delivered by each party. No provision, condition or covenant of this Agreement shall be waived by either party hereto except by a written instrument delivered to the other party and signed by the party consenting to and to be charged with such waiver.

19.3. **Binding Effect and Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and permitted assigns. Neither party hereto may assign this Agreement or its rights and obligations hereunder without the written consent of the other, except that Buyer may assign its rights and delegate its duties under this Agreement to an entity which is controlled by Buyer at any time prior to the Closing Date, provided that (i) such assignee assumes in writing all the duties and obligations of Buyer hereunder, (ii) the Assignment Application permits assignment of the Commission Authorizations to such assignee, and (iii) the Closing Date is not delayed or postponed as a result of such assignment. No such assignment by Buyer shall in any way operate to enlarge, alter or change any obligation due to Seller or relieve Buyer of its obligations hereunder if such assignee fails to perform such obligations, with the understanding that Buyer shall be jointly and severally liable with such assignee for any non-performance of Buyer's obligations hereunder. Nothing in this Agreement, express or implied, is intended to or shall confer on any person other than the

parties hereto and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

19.4. **Additional Documents.** The parties hereto agree to execute, acknowledge and deliver, at or after the Closing Date, such other and further instruments and documents as may be reasonably necessary to implement, consummate and effectuate the terms of this Agreement, the effective vesting in Buyer of title to the Assets, and/or the successful processing by the Commission of the Assignment Application to be filed with it, as provided in Section 4 hereof.

19.5. **Counterparts.** This Agreement may be executed in one or more counterparts, all of which together shall comprise one and the same instrument.

19.6. **Legal Actions.** If either Seller or Buyer initiates any legal action or lawsuit against the other involving this Agreement, the prevailing party in such action or suit shall be entitled to receive reimbursement from the other party for all reasonable attorney's fees and other costs and expenses incurred by the prevailing party in respect of that litigation, including any appeal, and such reimbursement may be included in the judgment or final order issued in such proceeding.

19.7. **Governing Law.** The parties agree that this Agreement and the transactions herein contemplated shall be interpreted, construed and enforced under and according to the laws of the Commonwealth of Pennsylvania.

19.8. **Counsel.** Each party has been represented by its own counsel in connection with the negotiation and preparation of this Agreement and, consequently, each party hereby waives

the application of any rule of law to the effect that any provision of this Agreement shall be interpreted or construed against the party whose counsel drafted that provision.

19.9. **Severability.** If any term or provision of this Agreement is declared to be invalid or unenforceable, the remaining terms and provisions shall not be affected and shall remain in full force and effect and to such extent are severable; provided, however, neither party shall have any obligation to consummate the transactions contemplated by this Agreement if it is adversely affected in any material respect.

19.10. **Publicity.** Seller and Buyer agree that all public announcements relating to this Agreement or the transactions contemplated hereby will be made only with the consent of the other party, which consent shall not be unreasonably withheld.

19.11 **Right of Reversion.** There is no arrangement or understanding, express or implied, pursuant to which, as consideration or partial consideration for the proposed assignment, Seller or its principals will retain any right of reversion of the license, any right to reassignment of the license in the future, or reserve the right to use the Station facilities for any period whatsoever.

**[Remainder of this page intentionally left blank.]**

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

**SELLER:**

**MEGA COMMUNICATIONS OF PHILADELPHIA, L.L.C.**

By: Mega Communications, L.L.C., its sole and managing member

By: [Signature]  
Name: E. Schreiber  
Title: Treasurer

**MEGA COMMUNICATIONS OF PHILADELPHIA LICENSEE, L.L.C.**

By: Mega Communications of Philadelphia, L.L.C., its sole and managing member

By: Mega Communications, L.L.C., its sole and managing member

By: [Signature]  
Name: E. Schreiber  
Title: Treasurer

**BUYER:**

**LEVAS COMMUNICATIONS, LLC**

By: [Signature]  
Name: John E. Brown  
Title: Manager

## DISCLOSURE SCHEDULES

Unless otherwise defined, or the context otherwise clearly requires, terms defined in the Agreement shall have such meanings when used herein.

Certain of the representations and warranties in the Agreement are made subject to the disclosures in these Schedules as if these Schedules had been set forth in the Agreement. Although the Schedule numbers set forth below correspond to the section numbers in the Agreement, any information disclosed herein shall be deemed to be disclosed with respect to all sections of the Agreement where such disclosures would be relevant or appropriate. Except as otherwise expressly indicated herein, all disclosures set forth herein are made as of the date of the Agreement. Moreover, the statements or disclosures made herein are solely for the purposes contemplated by the Agreement, and nothing stated herein shall constitute or be deemed to constitute an admission of liability or error by Seller.

## Schedule 1.1.1

FCC AUTHORIZATIONS				
MEGA COMMUNICATIONS OF PHILADELPHIA LICENSEE, L.L.C. Station WURD(AM), Philadelphia, PA				
Call Sign	Authorization	File No.	Grant Date	Exp. Date
WURD(AM)	AM Broadcast Station License <sup>1</sup>	BML-20020122ABY	4/9/02	8/1/06
WURD(AM) (formerly WEMG)	Authorization For Change in Call Sign to WURD	-	9/1/01	N/A
WURD(AM) (formerly WEMG)	<i>Pro Forma</i> Transfer of Control From Mega Communications, L.L.C. to Mega Communications Holdings, L.L.C.	BTC-20001005ABK	10/20/00	N/A
WURD(AM) (formerly WEMG)	Authorization For Change in Call Sign to WEMG	-	5/14/99	N/A
WURD(AM)	Transfer of Control From Mega Communications, Inc. to Mega Communications, L.L.C.	BTC-981221EN	1/20/99	N/A
WURD(AM)	Transfer of Control From Mega Broadcasting of Philadelphia, L.P. to Mega Communications of Philadelphia, L.L.C.	BTC-981211GL	12/31/98	N/A

<sup>1</sup>See attached Notes.



**MEGA COMMUNICATIONS OF PHILADELPHIA LICENSEE, L.L.C.**  
**Station WURD(AM), Philadelphia, PA (continued)**

Call Sign	Authorization	File No.	Grant Date	Exp. Date
WURD(AM)	Assignment From Mega Broadcasting of Philadelphia, L.P. to Mega Communications of Philadelphia Licensee, L.L.C.	BAL-981022GJ	11/9/98	N/A
WURD(AM)	License Renewal	BR-980401S2	7/21/98	8/1/06

### Notes

On April 9, 2002, the FCC granted the Mega's application for a modified station license, to change one antenna system monitoring point location and to revise the descriptions of two other monitoring points.

On January 22, 2002, the FCC issued Mega an Official Notice of Violation ("NOV") for failing to receive and transmit the monthly Emergency Alert System ("EAS") test as required under the FCC's rules. Mega transmitted a response to the FCC on January 31, 2002, explaining that action had been taken to resolve the problem cited. The FCC has not taken any further action on this matter. A copy of this NOV and Mega's response thereto are attached.

On November 25, 2002, the FCC issued Mega a separate NOV for failing to: monitor both of its EAS sources; ensure that its EAS equipment was properly installed; make the proper EAS entries into its station's program log; and have its chief operator review the station logs at least once per week. Mega transmitted a response to the FCC on January 2, 2003, explaining that the defective EAS equipment had been replaced and that a new chief operator had been designated to perform all of the tasks required under the FCC's rules. The FCC has not taken any further action on this matter. A copy of this NOV and Mega's response thereto are attached.



## Federal Communications Commission

Philadelphia District Office  
One Oxford Valley Office Building, Suite 404  
2300 East Lincoln Highway  
Langhorne PA 19047  
Phone 215-752-8537 Fax 215-752-2363

January 22, 2002

Mega Communications  
8121 Georgia Avenue  
Silver Spring MD 20910

### OFFICIAL NOTICE OF VIOLATION

This is a Notice of Violation issued pursuant to Section 1.89 of the Federal Communications Commission's Rules and Regulations [47 C.F.R. § 1.89] to Mega Communications, licensee of radio stations WURD, Philadelphia PA, WEMG (AM), Camden NJ and WEMG (FM), Egg Harbor City NJ, for violation of Sections 11.52(d) and 11.61(a)(1)(v) [47 U.S.C. §§ 11.52(d) and 11.61(a)(1)(v)].

On January 10, 2002, Agents Serge Loginow Jr and Donald Marsh of this office inspected the EAS logs of WURD, WEMG(AM) and WEMG(FM). The following violations of FCC Rules and Regulations were observed:

#### WURD

Section 11.61(a)(1)(v): Failure to receive and retransmit the monthly EAS test. Logs indicate that the monthly EAS transmissions from KYW were not received and retransmitted during the period of April 24, 2001 to Dec 30, 2001.

#### WEMG (AM)

Section 11.52(d): Failure of the EAS system to monitor two broadcast sources. Station personnel stated that only WKDN was being monitored for broadcast sources.

#### WEMG(FM)

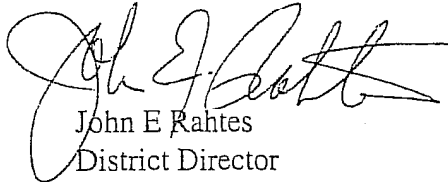
Section 11.52(d): Failure of the EAS system to monitor two broadcast sources. Station personnel stated that only WFPG was being monitored for broadcast sources.

Within ten days of receipt of this letter, please respond to this notice in writing. State the action you

have taken to correct the violations described above, or a specific schedule of actions to be performed if the corrective action has not been completed. Willful or repeated violations or failure to reply may result in a monetary forfeiture or license revocation.

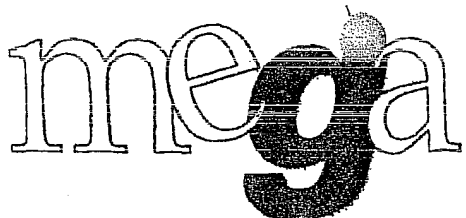
The Privacy Act of 1974, P.L.93-579, 5 U.S.C. § 552 a(e)(3), requires that we advise you the Commission's staff will use all relevant and material information before it, including the information disclosed in your reply, to determine what, if any, enforcement action is required to ensure compliance with our rules. Any false statement made knowingly and willfully in reply to this NOV is a violation of Title 18 U.S.C. Section 1001.

Sincerely,



John E Rahtes  
District Director

sljr



**WEMG - 104.9 FM - 1310 AM  
PHILADELPHIA**

# **Mega Communications**

January 31, 2002

Mr. John E Rahtes  
District Director  
Federal Communications Commission  
Philadelphia District Office  
One Oxford Valley Office Building, Suite 404  
2300 East Lincoln Highway  
Langhorne, PA 19047

Dear Mr. Rahtes:

This will confirm receipt of your official notice of violation date January 22, 2002, a copy of which is attached.

The following actions have been taken to immediately resolve all issues.

#### WURD(AM)

Station personnel discovered the logging problem prior to the visit of Agents Loginow and Marsh and logging started in December 2001. Records indicate that EAS tests have not been missed since that time.

#### WEMG(AM)

A new receiver and antenna have been installed to receive WPST, Trenton, as the second EAS source for WEMG(AM).

#### WEMG-FM

A receiver and antenna have been ordered and will be installed no later than February 15, 2002. Notification will be sent to your office upon completion of this work.

Please notify me at 215-426-1900 if any additional information is needed concerning this matter. Mega Communications will monitor all elements of the EAS system to assure it is operating properly and prevent re-occurrence of these violations.

Sincerely,

William R. Sullivan  
Director of Engineering  
Mega Communications

Cc: Alfredo Alonso, President, Mega Communications  
Art Camiolo, General Manager, WEMG AM, WEMG FM, WURD AM  
Brian Malady, Fleischman and Walsh



**Federal Communications Commission  
Philadelphia Office**

One Oxford Valley Building, Suite 404  
2300 East Lincoln Highway  
Langhorne, Pennsylvania 19047  
Phone (215) 752-8537 Fax (215) 752-2363

November 25, 2002

Mega Communications of Philadelphia Licensee, L.L.C. In Reply Refer To.  
8121 Georgia Avenue, 10<sup>th</sup> Floor EB-02-PA-372  
Silver Spring, Maryland 20910

**OFFICIAL NOTICE OF VIOLATION**

This is a Notice of Violation issued pursuant to Section 1.89 of the FCC Rules ("the Rules"), 47 C.F.R. § 1.89, to Mega Communications of Philadelphia Licensee, L.L.C. ("Mega Communications"); the licensee of AM broadcast station WURD, for violation of Section 11.52(d), Section 11.35(a) and Section 73.1870(c)(3) of the Rules, 47 C.F.R. §§ 11.52(d), 11.35(a), 73.1870(c)(3).

On November 18, 2002, an FCC agent with the Enforcement Bureau's Philadelphia Office conducted an inspection of Emergency Alert System ("EAS") equipment at station WURD, Philadelphia, Pennsylvania. During the inspection, the FCC agent found that Mega Communications was in violation of the following:

*47 C.F.R. § 11.52(d) - Broadcast stations must monitor two EAS sources. The monitoring assignments of each broadcast station are specified in the State EAS Plan and FCC Mapbook. They are developed in accordance with FCC monitoring priorities.*

The Pennsylvania State EAS Plan specifies that station WURD monitor the broadcasts of WOGL-FM and WHYX-FM for EAS activations. However, on November 18, 2002, WURD was only monitoring the broadcasts of WOGL-FM. Mega Communications had installed a second radio receiver to monitor the broadcasts of WHYX-FM. However, the tuning on the second radio receiver had drifted to where it was not monitoring the broadcasts of any radio station.

*47 C.F.R. § 11.35(a) - Broadcast stations are responsible for ensuring that EAS Encoders, EAS Decoders and Attention Signal generating and receiving equipment used as part of the EAS are installed so that the monitoring and transmitting functions are available during the times the station and systems are in operation. Additionally, broadcast stations must determine the cause of any failure to receive the required tests or activations specified in Section 11.61(a)(1) and (2). Appropriate entries must be made in the broadcast station log as specified in Section 73.1820 and 73.1840 of this chapter indicating the reasons why any tests were not received.*

Mega Communications failed to ensure that its EAS receiving equipment is installed so that the monitoring functions are available during the times the station was in operation. Specifically, station WURD failed to receive the Required Weekly Tests from WHYX-FM between October 24, 2002 and November 18, 2002. Mega Communications failed to

**RECEIVED**

DEC 10 2002

**MEGA COMMUNICATIONS**

make entries in the WURD station logs indicating the reasons why the EAS tests were not received from WHYY-FM.

*47 C.F.R. § 73.1870(e)(3) - The chief operator is responsible to review the station records at least once a week to determine if required entries are being made correctly. Additionally, verification must be made that the station has been operated as required by the rules or the station authorization. Upon completion of the review, the chief operator or his designee must date and sign the log, initiate any corrective action which may be necessary, and advise the station licensee of any condition which is repetitive.*

The chief operator failed to review, sign and date the station logs for station WURD at least once a week. According to Section 73.1820 of the Rules, broadcast stations are required to maintain a station log of all EAS activations, improperly functioning of a tower light, and adjustments to the transmission system.


Mega Communications has 10 days following receipt of this Notice of Violation to submit a response which lists the specific actions to correct the violations and to preclude their recurrence. Mega Communications must include a time line for the completion of corrective actions for any violation not corrected at the time of the reply. Mega Communications should submit its response to:

Federal Communications Commission  
Philadelphia Office  
One Oxford Valley Office Building, Suite 404  
2300 E. Lincoln Highway  
Langhorne, Pennsylvania 19047

Willful or repeated violation or failure to reply may result in a monetary forfeiture or license revocation.

The Privacy Act of 1974, P.L. 93-579, 5 U.S.C. § 552a(e)(3), requires that we advise Mega Communications that the Commission's staff will use all relevant and material information before it, including the information disclosed in its reply, to determine what, if any, enforcement action is required to ensure its compliance with our rules. Any false statement made knowingly and willfully in reply to this Notice of Violation is punishable by fine or imprisonment under Title 18 of the U.S. Code, 18 U.S.C. §§ 1001 ET seq.

Sincerely,

  
John E. Rahtes  
District Director  
Philadelphia Office

JER:dcd

1233.0005  
Licence  
1/2/03

January 2, 2003

STAMP &amp; RETURN

Mr. John H. Rahtes  
District Director, Philadelphia Office  
Federal Communications Commission  
One Oxford Valley Building, Suite 404  
2300 East Lincoln Highway  
Langhorne, PA 19047

RECEIVED

JAN - 8 2003

F.C.C.-EB-PHILADELPHIA

Re: EB-02-PA-372

Dear Mr. Rahtes:

This letter is in response the Official Notice of Violation issued to WURD(AM), Philadelphia, PA on November 25, 2002, and received on December 10, 2002. Because the NOV was sent to an incorrect address, Mr. David Dombrowski, the inspecting official, indicated that a reply received after the 10-day response period stated in the NOV would not be looked upon negatively.

For convenience, the original letter is quoted prior to Mega's response.

Violation:

*47 C.F.R. § 11.52(d) – Broadcast stations must monitor two EAS sources. The monitoring assignments of each broadcast station are specified in the State EAS Plan and FCC Mapbook. They are developed in accordance with FCC monitoring priorities.*

The Pennsylvania State EAS Plan specifies that station WURD monitor the broadcasts of WOGL-FM and WHYY-FM for EAS activations. However, on November 18, 2002, WEMG was only monitoring the broadcasts of WOGL-FM. Mega Communications had installed a second radio receiver to monitor the broadcasts of WHYY-FM. However, the tuning of the second radio receiver had drifted to where it was not monitoring the broadcasts of any radio station.

N. Delaware Ave.  
Suite 500  
Philadelphia, PA 19125

215-426-1900  
x 215-426-1550



**Response:**

The receiver used to monitor WHY-FM was equipped with an analog tuning system. These types of receivers are susceptible to changing frequency with a change in temperature. Mega has since installed a receiver with a digital tuning system, which is considerably less sensitive to drifting. Additionally, Mega has trained additional personnel in the operation of the monitoring equipment, and the receiver is now aurally monitored frequently to verify proper tuning.

**Violation:**

*47 C.F.R. § 11.35(a) – Broadcast stations are responsible for ensuring that EAS Encoders, EAS Decoders and Attention Signal generating and receiving equipment used as part of the EAS are installed so that the monitoring and transmitting functions are available during the times the station and systems are in operation. Additionally, broadcast stations must determine the cause of any failure to receive the required tests or activations specified in Section 11.61(a)(1) and (2). Appropriate entries must be made in the broadcast station log as specified in Section 73.1820 and 73.1840 of this chapter indicating the reasons why any tests were not received.*

Mega Communications failed to ensure that its EAS receiving equipment is installed so that the monitoring functions are available during the times the station was in operation. Specifically, station WURD failed to receive the Required Weekly Tests from WHY-FM between October 24, 2002 and November 18, 2002. Mega Communications failed to make entries in the WURD station logs indicating the reasons why the EAS tests were not received from WHY-FM.

**Response:**

Due to an administrative oversight, Mega's Chief Operator neglected to make the required entries in the WURD station logs. Since the time of the inspection, Mega has designated a new Chief Operator and has specifically directed him to make all required log entries.

**Violation:**

*47 C.F.R. § 73.1870(c)(3) – The chief operator is responsible to review the station records at least once a week to determine if required entries are being made correctly. Additionally, verification must be made that the station has been operated as required by the rules or the station authorization. Upon completion of the review, the chief operator or his designee must date and sign the log, initiate any corrective action which may be necessary, and advise the station licensee of any condition which is repetitive.*

The chief operator failed to review, sign and date the station logs for station WURD at least once a week. According to Section 73.1820 of the Rules,

broadcast stations are required to maintain a station log of all EAS activations, improperly functioning of a tower light and adjustments to the transmission system.

Response:

As noted above, Mega has designated a new Chief Operator and directed him to make all required log entries. In addition, Mega has developed new procedures and forms to ensure that the necessary station log entries are made and the proper procedures are followed, including weekly reviews thereof, and the signing and dating of them when the reviews are complete, even when the Chief Operator is not available. Any corrective action necessary as a result of the log review will be undertaken to prevent any conditions becoming repetitive. If repetitive conditions are noticed, the station licensee will be notified immediately of such conditions.

If you need more information, please feel free to contact me at (215) 426-1900.

Sincerely,



William R. Sullivan  
Director of Engineering

**Schedule 1.1.2**  
Real Property

1. Lease between MCK Real Estate Corp. and Mega Communications of Philadelphia, L.L.C. (successor-in-interest to Mega Broadcasting of Philadelphia, Limited Partnership), dated January 1, 1997.
2. Letter from Delpar, L.P., dated November 7, 2001 (re: lease of Suite #504, 1080 N. Delaware Avenue, Philadelphia, PA 19125). Note: Buyer hereby acknowledges that the lease referred to in the aforementioned letter may be subject to additional conditions, obligations and rights reflected in a certain master Lease Agreement between Delpar and Seller, dated as of June 18, 1997, which Lease Agreement is being retained by Seller, and Buyer agrees that it will execute any documents reasonably requested by Seller or Delpar to acknowledge the same.

MCK REAL ESTATE CORPORATION

As Landlord

And

MEGA BROADCASTING OF PHILADELPHIA, LIMITED PARTNERSHIP

As Tenant

---

LEASE AGREEMENT

---

Dated as of January 1, 1997

Property Location: a portion of 6501 Essington Avenue  
Philadelphia, PA 19153

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## LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered as of the 1st day of January, 1997 by and between MCK Real Estate Corporation, a Delaware corporation whose address for purposes of this Agreement is 2445 Directors Row, Suite K, Indianapolis, IN 46241 (the "Landlord"), and MEGA BROADCASTING OF PHILADELPHIA, LIMITED PARTNERSHIP, a Pennsylvania limited partnership having its principal place of business and address located at 419 South Second Street, Suite 301, Philadelphia, PA 19147 ("Tenant").

### RECITALS:

A. Landlord is the owner of certain real property located at 6501 Essington Avenue, in the City and County of Philadelphia, Commonwealth of Pennsylvania, (the "Property") more particularly described by metes and bounds on Exhibit "A".

B. Landlord desires to lease to Tenant and Tenant desires to hire from Landlord a portion of the Property, referred to herein as the "Leased Premises", all on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and of the representations and agreements contained in this Lease Agreement, the parties agree as follows:

1. Leased Premises. Landlord hereby leases to Tenant and Tenant hires from Landlord the following "Leased Premises" upon the terms and conditions set forth in this Lease Agreement:

that certain premises shaded on the site plane attached hereto and made a part hereof as Exhibit B, on which (i) two vertical standing radio transmission towers sit (the "Towers"), the exact location of such towers being more particularly described in Exhibit B-1, including the area within the fencing around the Towers, and (ii) a transmission/maintenance building sits, as also depicted on Exhibit B (the "Transmission Building"). The Towers and the Transmission Building are referred to as the "Improvements".

In addition, Tenant is hereby granted the following licenses: (i) a license to access the Leased Premises through the Property, subject however, to the terms and conditions hereof, and the access routes established by Landlord from time to time, Tenant acknowledges that access to the Leased Premises shall be over property occupied by other Tenants, and (ii) a license to construct, maintain, repair and replace certain subsurface radials (the "Radials") emanating from each of the Towers at a depth below grade of approximately six (6) inches. Tenant acknowledges that the Radials shall be installed on property occupied by other tenants.

2. Term. The term of this Lease Agreement shall be for twenty (20) years, which shall commence on January 1, 1997 (the "Commencement Date") and shall terminate December 31, 2016 (the "Expiration Date") (the period hereinafter referred to as the "Lease Term" or as extended by the exercise of any option period granted herein), unless sooner terminated or extended as provided for in this Lease Agreement.

3. Use.

a. Tenant shall use and operate the Leased Premises as a transmission facility to broadcast the signal of public for profit radio stations owned by Tenant. In conjunction therewith, Tenant shall construct and maintain the Towers and the Transmission Building, and for no other purpose. Except as permitted herein under Paragraph 33 in the event of a sublease, the Towers shall only broadcast those frequencies licensed to Tenant by the Federal Communications Commissions ("FCC").

b. Tenant shall not use or allow the Leased Premises or any part thereof to be used or occupied for an unlawful purpose or in violation of any Certificate of Occupancy affecting the Leased Premises or in any manner which may constitute a nuisance, public or private, or make void or voidable any insurance then in force with respect thereto, or permit any other activity which unreasonably interferes with the peaceful enjoyment of any neighbor of the Property, or any other tenant of the Property. Tenant shall at its own cost and expense promptly observe and comply with all laws, ordinances, requirements, orders directives, rules and regulations of the federal, state, county, municipal or town governments and of all governmental authorities affecting its occupancy of and conduct of its business and operations at the Leased Premises, whether the same are in force at the commencement of the term of this Lease Agreement or may be in the future passed, enacted or directed, except as it may relate to any condition pre-existing Tenant's occupancy. Landlord makes no representation or warranty as to zoning and Tenant's permitted use. Tenant shall be responsible for securing all necessary permits, certificates and licenses necessary to occupy and use the Leased Premises as permitted herein, and shall be responsible for maintaining such throughout the Term. Tenant will have access to the Leased Premises and the Improvements at all reasonable times, provided such access shall not materially impair the rights or enjoyment of any other Tenant to the Property, including the area immediately surrounding the Leased Premises which may be occupied by other tenants of the Property.

4. Rent.

a. Tenant covenants and agrees to pay to Landlord annual base rent ("Base Rent") in the following amounts during the following periods:

- years 1 through 3 - \$36,000 per year (\$3,000 per month)
- years 4 through 5 - \$54,600 per year (\$4,550 per month)
- years 6 through 10 - \$66,000 per year (\$5,500 per month)



- years 11 through 15 - \$72,000 per year (\$6,000 per month)
- years 16 through 20 - \$78,000 per year (\$6,500 per month)

Base Rent together with any Additional Rent due hereunder shall be payable in monthly installments during the Lease Term, on the first day of each month, in advance, without notice, demand, offset, or deduction. Each installment of Base Rent shall be in an amount equal to 1/12th of the annual Base Rent for that period. In addition, Tenant shall pay to Landlord the annual assessment of Real Estate Taxes (hereinafter defined) and other Additional Rent charge on the first day of each month. All Additional Rent will be due as and when invoiced. Landlord reserves the right to require Tenant to pay monthly 1/12 of the annual assessment of Real Estate Taxes together with Base Rent.

b. The Base Rent and all other sums payable hereunder, whether on account of Base Rent, Additional Rent, or otherwise, shall be delivered to Landlord at 2445 Directors Row, Suite K, Indianapolis, IN 46241 or to such other address as Landlord may hereafter direct by giving notice to Tenant as provided herein.

c. No payment by Tenant or receipt by Landlord of a lesser amount than that provided herein shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudices to Landlord's right to recover the balance of such rent or pursue any other remedy provided herein.

d. Tenant hereby acknowledges that late payment to Landlord of Base Rent, Additional Rent or other substitute hereunder or any other monetary sum due Landlord hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. If any rent, whether Base Rent or Additional Rent or other sums due from Tenant is not received by Landlord within ten (10) days of when due, then Tenant shall pay to Landlord a late charge equal to five (5%) percent of such overdue amount, plus costs and reasonable attorney's fees, if any, incurred by Landlord to collect the amounts due from Tenant. The parties hereby agree that such late charges represent a fair and reasonable estimate of the cost that Landlord will incur by reason of Tenant's late payment. Landlord's acceptance of such late charges shall not constitute a waiver of Tenant's default with respect to such overdue amount or stop Landlord from exercising any of the other rights and remedies provided under this Lease or at law.

e. In the event that Tenant shall exercise its option to erect a third Tower on the Property as permitted under Paragraph 55 of this Lease at any time during years 1 thru 3 of the Term, the Base Rent payable by Tenant to Landlord shall increase to \$3,500 per month effective the first day of the month immediately following the commencement of the construction of the third Tower. All other terms and conditions of this Lease shall apply to the third Tower.

5. Tenant's Payment of Taxes, Insurance and Other Expenses.

a. During the term of this Lease Agreement, Tenant shall pay to Landlord as additional rent ("Additional Rent") Tenant's Proportionate Share (as hereafter defined) of Real Estate Taxes and assessment, and payments in lieu thereof (as defined hereinafter). Tenant shall be responsible for any personal property, sales and Use and Occupancy taxes which may otherwise be assessed against Tenant or Tenant's business. For purposes of this Lease, Tenant's Proportionate Share shall be twenty-six percent (26%). Tenant shall not be responsible for any proportionate increase in the Real Estate Taxes which are attributable to any improvements on any portion of the Property other than the Leased Premises.

b. Tenant shall pay prior to becoming delinquent all taxes assessed against and levied upon trade fixtures, furnishings, equipment and all other personal property of Tenant contained on the Leased Premises or elsewhere and Use and Occupancy Taxes levied by the City of Philadelphia on the Leased Premises, if any. When possible, Tenant shall cause said trade fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Landlord. If any of Tenant's said personal property shall be assessed with Landlord's real property, Tenant shall pay Landlord the taxes and assessments attributable to Tenant within ten (10) days after receipt of a written statement with supporting documentation setting forth the taxes and assessments applicable to Tenant's property.

c. The term "Real Estate Taxes" as used herein means real estate taxes, special extraordinary assessments or governmental fees imposed upon the land and building in which are included the Leased Premises or any similar tax imposed in lieu of such real estate taxes. Tenant shall not be required to pay any municipal, county, state or federal income or franchise taxes of Landlord or any municipal, county, state or federal estate, succession or inheritance taxes of Landlord.

d. Tenant acknowledges that the Term of this Lease, including the First Renewal Term and the Second Renewal Term, may impose upon this Lease, and the transaction contemplated hereunder, realty, stamp or conveyance taxes as assessed by the Commonwealth of Pennsylvania and/or the City of Philadelphia. All such realty transfer taxes, now or in the future imposed on Landlord or the transaction(s) contemplated by this Lease, shall be the sole responsibility of Tenant and shall be paid by Tenant, upon demand, without offset or deduction. Proof of such payment shall be provided to Landlord. Tenant's failure to pay such taxes to the proper taxing authority shall constitute a default hereunder. Tenant shall indemnify Landlord from any and all such transfer taxes. This indemnity shall survive the termination of this Lease.

6. Possession and Improvements. Tenant acknowledges possession of the Leased Premises as of the Commencement Date, and Tenant hereby accepts possession of the Leased Premises in its "AS IS" "WHERE IS" condition, Landlord having made no representations or warranties to Tenant as to the condition of the Leased Premises, including, but not limited to a representation as to fitness for a particular purpose.

7. Landlord's Services. Landlord shall not be required to perform any services in connection with the Leased Premises except as specifically set forth herein.

8. Utilities. Tenant shall pay for all water, telephone service, electricity, sewer and other utility services used in or to be supplied to the Leased Premises, including any deposits for meters and/or service. Landlord shall provide no utility hook up, tie-ins or access, and makes no representations concerning same. Landlord shall not be liable for any failure of a utility company or governmental authority to supply such service or for any loss, damage or injury caused by or related to such service due to any loss of electricity. Any utility service or connection installed by or on behalf of Tenant shall be at Tenant's sole cost and expense.

9. Services, Maintenance and Repairs. Except as otherwise provided herein, Tenant shall keep the areas immediately surrounding the Improvements clean and neat, and the Improvements, themselves, in good repair and condition throughout the term of this Lease, undertaking at Tenant's sole cost and expense all such repairs to the Improvements, whether structural or non-structural, ordinary or extraordinary of every kind and nature. Landlord provides no security services or representation concerning the security of the Property or the Leased Premises. Tenant shall be solely responsible for protecting the Improvements. Tenant shall be responsible to maintain, repair and replace all fences and paved areas surrounding the Towers. To the extent any work, whether repairs or improvements, cause damage to any portion of the Leased Premises or the Property, Tenant shall be responsible to effect, at its sole cost and expense all such repair to Landlord's satisfaction. All other repairs shall be Tenant's sole responsibility and Tenant will not call upon Landlord, during the term of this Lease for the making of any such repairs or replacements whatsoever whether by reason of normal wear and tear or necessitated by Tenant's neglect or misuse whether by Tenants agents, servants, invitees, or lessees. All damage or injury to the Leased Premises and to its fixtures, appurtenances and equipment or to the Improvements, whether or not caused by Tenant shall be Tenant's sole responsibility and shall (a) be performed in a good and workmanlike manner, (b) not diminish the overall value of the Leased Premises, and (c) be performed by competent, licensed person in accordance with generally accepted commercial standards for that type of work, warranties, if any, to inure to the benefit of Landlord.

10. Access to the Leased Premises. Tenant agrees that Landlord shall have such rights to enter upon the Leased Premises as shall be necessary to enable it to exercise its powers, rights, duties and obligations as set forth in this Lease Agreement. Landlord shall further have the right to enter into and grant licensees the right to enter the Leased Premises for any purpose which Landlord may deem necessary, including, without limitation, for exhibiting the Leased Premises to prospective purchasers, mortgagees or tenants, upon reasonable advance notice to Tenant, and during normal business hours.

11. Quiet Enjoyment. Landlord covenants that so long as Tenant is not in default hereunder, it shall and may peaceably and quietly have, hold and enjoy the Leased Premises, and the license granted herein to construct and maintain certain Radials, as permitted herein, during the term

of this Lease Agreement and any renewal or extension hereof, subject to the provisions hereof, and of any mortgages, easements, restrictions and agreements to which the Leased Premises are now or shall hereafter be subject.

12. Alterations and Fixtures.

a. Except as provided herein, Tenant shall not make any alterations, additions or improvements major and minor, structural and non-structural on the Leased Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld.

b. To the extent Tenant shall desire to make a structural or non-structural improvement, alteration or addition to the Improvements or to otherwise construct an additional tower, as permitted herein, all such work shall be made pursuant to plans, specifications and working drawings which shall be prepared by a professional designer or a registered architect or engineer employed by Tenant at its sole cost and expense. If required by local or state code, these drawings shall bear the seal of an architect or engineer registered to practice in the jurisdiction in order to obtain required permits. All plans, specifications or working drawings for alterations, additions and improvements shall be submitted to Landlord for its approval prior to the submission to any regulatory body. In the event modifications are made to the plans subsequent to Landlord's review and approval, the modified plans shall be resubmitted to Landlord for his approval.

c. All alterations, additions and improvements to the Improvements and the construction of a new Tower shall be done in accordance with applicable laws, ordinances, regulations, codes and other requirements of governmental authorities, and with the regulations of Landlord's fire underwriters. In addition, any improvements, alterations or additions performed by Tenant shall be performed in a good and workmanlike manner, shall incorporate only new materials and shall be in good and usable condition at the date of completion.

d. Tenant shall secure and pay for all necessary licenses and permits; deliver to Landlord a waiver, executed by all persons or firms who will be furnishing labor or materials waiving the right to file any mechanics' lien against the building or the estate or interest of Landlord or tenant therein; cause any contract or contract(s) and subcontractor(s) to carry workmen's compensation insurance in statutory amounts and also comprehensive public liability insurance with limits as approved by Landlord; and deliver to Landlord prior to the commencement of any work certificates of all such insurance. In addition to and not in lieu of the other policies of insurance required by this Lease, at all times when Tenant improvements, alterations and additions are being made to the Leased Premises, Tenant at its own cost and expense, shall maintain in effect with a responsible insurance company, a policy of all insurance which may be reasonably required of Landlord both as to type and amount of coverage in connection with such improvements.

e. Any approval of or consent by Landlord to any and all of Tenant's plans, specifications or drawings shall neither constitute any assumption of responsibility by Landlord for any aspect of such plans, specifications or drawings including but not limited to, their accuracy or

efficiency nor obligate Landlord to any matter with respect to Tenant's improvements and Tenant shall be solely responsible for any deficiencies in design or construction of all portions of Tenant's improvements for which Tenant is responsible.

f. Tenant shall compensate Landlord for Landlord's reasonable out of pocket expenses in reviewing any plans and/or specifications for any proposed alteration, addition, or improvement, whether or not Landlord consents to the making of same. All alterations, additions or improvements to the Leased Premises installed or made during the term hereof shall remain upon the Leased Premises at the expiration or sooner termination of this Lease and shall become the property of Landlord, unless Landlord and Tenant shall otherwise agree.

g. Tenant shall promptly pay when due the cost of all such improvements, alterations and additions as referred to in this Section 12. Tenant has no authority or power to cause or permit any lien or encumbrance, whether created by act of Tenant, operation of law or otherwise, to be attached to or be placed upon the Leased Premises, and any and all liens and encumbrances created by Tenant shall be attached only to its interest in the Leased Premises. Any lien or claim of lien filed against the Leased Premises for work claimed to have been done for, or for materials claimed to have been furnished to, Tenant shall, within thirty (30) days after Tenant's notice thereof, be discharged by Tenant, at Tenant's expense. If Tenant fails to discharge any such liens, then Landlord may, at its option, bond or discharge such lien, and the costs incurred by it in such discharge or bonding shall be due from Tenant on demand and shall bear interest at the highest lawful rate. In order to minimize the possibility of a lien attaching to the Leased Premises, Tenant shall promptly pay all contractors, materialman and laborers.

h. The Tenant is given the right and privilege of installing or removing (without damage to the Leased Premises) its personal property, furniture, equipment, transmitters and fixtures contained within the Transmission Building during the term of the Lease, it being understood and agreed, however, that in the event:

- (1) The Tenant defaults under the terms and conditions of this Lease; or
- (2) This Lease expires or terminates; or
- (3) The Tenant moves out or is disposed and fails to remove any such property, equipment and fixtures or other property within thirty (30) days after such default or removal pursuant to the applicable terms and conditions of this Lease,

then and in any event, the said property, equipment and fixtures or other property shall be deemed, at the option of the Landlord to be abandoned, (and become Landlord's property) or in lieu thereof, at Landlord's option, it may remove such property and charge the reasonable cost and expense of removal and storage to the Tenant.

Other than as contained in the Transmission Building, Tenant shall not store or place on the Leased Premises any personal property.

13. Requirements of Public Authorities. Tenant shall suffer no waste or injury in or about the Leased Premises and shall comply with all federal, state, county and municipal laws, ordinances and regulations applicable to the structure, use and occupancy of the Leased Premises, including, without limiting the generality of the foregoing, the making of any structure repairs that may be required in order to comply with said laws, ordinances and regulations. In addition, Tenant shall effect the correction, prevention and abatement of nuisances, violations or other grievances in, upon or connected with the Leased Premises and shall also promptly comply with all rules, orders and regulations of the Board of Fire Underwriters.

14. Net Rent. It is the purpose and intent of Landlord and Tenant that the rent shall be absolute net to Landlord, so that this Lease shall yield, net, to Landlord, the Base Rent, specified in Section 4 hereof in each month during the term of this Lease and that all costs, expenses and obligations of every kind and nature whatsoever relating to the Leased Premises which may arise or become due during or out of the term of this Lease (including Tenant's proportionate share of the Real Estate Taxes) (except interest, amortization or other charges or obligations arising in connection with any mortgage placed upon the Leased Premises by the Landlord, unless such charges or obligations arise as a result of any event of default, as hereinafter defined, by Tenant hereunder) shall be paid by Tenant. Notwithstanding the foregoing, Landlord shall be responsible for electrical service to the Towers which solely service any antenna installed thereon by or for the benefit of Landlord, as permitted herein.

15. Landlord's Right to Cure. Landlord and its agents or workman shall have the right to enter into and upon the Leased Premises at all reasonable times, and on reasonable advance notice to Tenant for the purpose of inspection and examination and the state of repair and condition thereof and of the Improvements. If Tenant fails to effect all such repairs as required in this Lease, after reasonable notice, Landlord may, but shall not be obligated to, make such repairs as shall be necessary as a consequence of any failure of Tenant to meet its obligations under this Lease. The cost of any such repairs undertaken by Landlord, together with interest thereon at the rate of fifteen (15%) percent per annum, shall be deemed to be Additional Rent payable by Tenant upon demand by Landlord. The making of any such repairs by Landlord shall not constitute a waiver by Landlord of any right or remedy provided by this Lease upon Tenant's default in the making of such repairs.

16. Liability and Indemnification.

a. Unless any of the same shall be caused by the willful and intentional misconduct of Landlord or Landlord's agents, servants and employees, or arise under Paragraph 55 of this Lease, Landlord and Landlord's agents, servants and employees shall not be liable for and Tenant hereby releases Landlord and Landlord's agents, servants and employees from all claims for damage to person or property (including loss or interruption of business) sustained by Tenant, or any person claiming through Tenant, resulting from fire, accident or occurrence or condition in or upon

the Leased Premises or the Improvements, including but not limited to such claims for damages resulting from (i) any utility system defect or failure (if any), electric wiring or installation thereof, pipes, fences, paved areas; (ii) any equipment or appurtenance becoming out of repair or being damaged, broken or worn-out, including any of Tenant's personalty; (iii) the bursting, leaking or running of any tubing, electric fixture and wiring, tank, drain or any other pipe, upon or about the Leased Premises; (iv) water, snow or ice being upon the Leased Premises or coming through the roof of the Transmission Building or accumulating on the Towers, or any other place upon or near the Leased Premises or the Improvements; (v) broken glass; (vi) deterioration of any paved surface, within the Leased Premises; (vii) the lawful exercise of any rights by Landlord under this Lease; (viii) any act or omission of parties other than Landlord, its employees or agents; (ix) any such damage caused by operation and construction of a private, public or quasi-public work; (x) any latent or patent defect in the Leased Premises; or (xi) any act or omission of co-tenants or other occupants of the Property provided such tenant or occupant does not deny Tenant access to the Property, and Tenant shall defend, indemnify and hold Landlord harmless from and against any and causes of action, claims, damages, losses and expenses, including reasonable attorneys fees in connection therewith.

b. Tenant covenants that it will, at all times during the term of this Lease, protect, indemnify and hold harmless Landlord from and against any and all claims, suits, judgments, obligations and liabilities for loss or damage to property and/or injury to persons, together with all costs and expenses (including reasonable attorneys' fees), incurred by any act or neglect of Tenant, or any of its agents, servants, employees or invitees, or occurring from any cause whatsoever, in, on or about the Property. This covenant to indemnify and hold harmless Landlord shall survive the expiration or termination of this Lease.

#### 17. Insurance.

a. Tenant shall, at all times during the term of this Lease Agreement maintain in force a policy or policies of (i) comprehensive public liability insurance, including liability for both bodily injury and property damage, against claims for loss of life, bodily injury and property damage occurring in, on or about the Leased Premises or with respect to the operations of Tenant in the Leased Premises, in which the limit of public liability coverage shall be not less than Two Million Dollars (\$2,000,000) for combined single limit bodily injury, death, and property damage liability, (ii) fire, casualty and extended risk insurance covering property used or stored at the Leased Premises for the benefit of Tenant and Landlord, and (iii) all such other insurance which is of a type usually and customarily maintained when using the Leased Premises as permitted herein.

b. Landlord shall have no obligation to maintain during the term of this Lease, any insurance policies, including policies protecting Tenant.

c. If the nature of Tenant's operation is such as to place any or all of its employees under the coverage of local workman's compensation or similar statutes, Tenant shall also

keep in force, at its sole cost and expense, so long as this Lease remains in effect, workmen's compensation or similar insurance affording statutory coverage and containing statutory limits.

d. If Tenant shall not comply with the coverage requirements mandated in Sections (a), (b) and (c) above, Landlord may cause insurance as aforesaid to be issued, and in such extent Tenant agrees to pay, as Additional Rent, the premium for such insurance upon Landlord's demands, as Additional Rent.

e. Tenant shall maintain insurance covering Tenant's fixtures, furniture, furnishings, equipment and other installations of Tenant, its personal property, and other materials stored or housed within the Leased Premises not otherwise covered under the preceding insurance coverage as described in (a), (b), (c) and (d) above, in an amount not less than the full replacement cost thereof against all casualties, including fire extended coverage, vandalism and malicious mischief and insurance covering sprinkler or leaking, if appropriate, for the benefit of Tenant.

f. Each policy of insurance required to be obtained and maintained by Tenant under this Section 17 shall be written by one or more insurance companies licensed to do business in the state where the Leased Premises is located, shall name Landlord and any mortgagee of the Leased Premises as additional insured and as the certificate holder thereof, with express waivers of subrogation against Landlord, and shall not be cancelable or amendable for any cause without first giving Landlord thirty (30) days prior written notice. A certificate of said insurance or, at the request of the Landlord, a duplicate original of the policy, shall be delivered to Landlord on or before the commencement of the term of this Lease and certificates or, at the request of the Landlord, duplicate originals of the policy with respect to all renewals, extensions or replacements thereof shall thereafter be furnished to Landlord at least ten (10) days prior to the expiration or cancellation of any policies which they replace.

18. Fire or Other Casualty.

a. In the event that any of the Improvements shall be rendered wholly or partially destroyed by fire or other casualty, Tenant shall be obligated to repair and/or replace such Improvements. No fire or other casualty shall terminate this Lease. During any period when the Improvements are rendered unusable due to such casualty, the rent due hereunder shall not abate and shall be paid in full and on time. Tenant must repair or replace the Improvements to substantially the same condition as prior to the damage or destruction. Landlord has no obligation to effect any repairs or replacements which are imposed upon Tenant hereunder.

b. During the period of such repairs and restorations, this Lease Agreement shall continue in full force and effect.

c. Landlord shall not be liable for any damage, compensation or claim by reason of inconvenience or annoyance arising from the necessity of repairing any portion of the Leased Premises or the Improvements thereon, the interruption in the use of the Leased Premises.



19. Eminent Domain. In the event that all or any portion of the Leased Premises shall be taken by any governmental authority under the exercise of its right of eminent domain or similar right (or by act in lieu thereof), all right, title and interest in and to any award granted (or sums paid in lieu thereof) shall belong entirely to Landlord, and Tenant hereby assigns to Landlord all of its interest, title or claim, if any, in and to such award (or sums paid in lieu thereof), including, but not limited to, any part of such award attributable to Tenant's leasehold interest, if any. In the event of a partial taking, rent shall be reduced as of the date of such taking by an amount which shall equitably reflect the portion of the property taken. If the taking is of such a substantial nature that Tenant cannot conduct its operations in the Leased Premises, Tenant shall have the option, to be exercised by notice in writing to the Landlord within thirty (30) days after such taking, of terminating this Lease Agreement, or, if such taking be total, this Lease Agreement shall terminate upon the taking. In the event that this Lease Agreement is terminated pursuant to this Section 19, Tenant shall have no claim against Landlord for the balance of the unexpired term of this Lease Agreement. Nothing herein, however, shall deprive Tenant of any rights to any award for relocation, or for the value of Tenant's Leasehold interest, provided, however, that such award does not reduce Landlord's award.

20. Subordination and Non-Disturbance. This Lease Agreement shall be subject and subordinate to and at all times subject to the lien of any mortgage and/or other encumbrances in favor of any bank, insurance company or public or private institutional lender which may now or hereafter affect the Leased Premises, and also to all renewals, modifications, consolidations and replacements of mortgages or other encumbrances, without the necessity of any further instrument or act on the part of Tenant to effectual such subordination. Tenant agrees, at any time upon the request of Landlord during the term of this Lease Agreement, to execute an agreement in recordable form whereby Tenant will subordinate the estate demised by this Lease Agreement to any mortgage hereafter placed by Landlord upon the Leased Premises and/or the Property, upon the condition that such agreement provides that (i) so long as Tenant has not defaulted in the performance of this Lease beyond any applicable grace periods following notice of default as herein required, if at all, Tenant shall not be evicted from the Leased Premises, nor shall its leasehold estate and other rights under this lease be terminated or disturbed, and (ii) in the event that the Leased Premises are sold or otherwise disposed of pursuant to any right or power contained in any mortgage or in any bond, note or debt secured thereby or otherwise by law provided, the purchaser thereof or any person acquiring title thereto through or by virtue of such sale or other disposition shall take title thereto subject to this lease and all rights of Tenant hereunder. Landlord shall, on the date hereof, provide Tenant with an agreement in similar form with respect to any mortgage recorded or otherwise effective against the Property as of the date of this Lease. Notwithstanding the foregoing, any mortgagee may at any time subordinate its mortgage to this Lease Agreement, without Tenant's consent, by giving notice in writing to Tenant and thereupon this Lease Agreement shall be deemed prior to such mortgage without regard to their respective dates of execution and delivery. In that event, such mortgagee shall have the same rights with respect to this Lease Agreement as though this Lease Agreement had been executed prior to the execution and delivery of the mortgage and assigned to such mortgagee.

21. Notices. Any notice by either party to the other shall be in writing and shall be deemed to be duly given only if mailed by registered or certified mail in a postpaid envelope addressed as set forth below, or at such other address as Tenant or Landlord, respectfully, may designate to the other in writing. Notice shall be deemed to have been duly given when so mailed.

If to Landlord:

MCK Real Estate Corporation  
2445 Directors Row, Suite K  
Indianapolis, IN 46241  
Attn: Jeffrey D. Congdon, President

With a copy to:

Team Rental of Philadelphia, Inc.  
6501 Essington Avenue  
Philadelphia, PA 19153  
Attn: John Umina, General Manager

and

Silverman Coopersmith Hillman & Frimmer  
Two Penn Center - Suite 910  
Philadelphia, PA 19102  
Attn: Charles M. Naselsky, Esquire

If to Tenant:

Mega Broadcasting of Philadelphia, Limited Partnership  
419 South Second Street, Suite 301  
Philadelphia, PA 19147

With a Copy to:

Fisher Wayland Cooper Leader and Zaragza, L.L.P.  
2001 Pennsylvania Avenue, N.W.  
Suite 400  
Washington, DC 20006-1851  
Attn: Francisco R. Montero, Esquire

and

Cahn Capital Corp.  
W. Stewart Cahn  
444 Madison Avenue  
Suite 3505  
New York, NY 10022

22. Estoppel Certificate. Tenant and/or Landlord shall, from time to time, upon not less than ten (10) days' prior written request by the other, execute, acknowledge and deliver a written estoppel certificate in such form as Landlord may reasonably require, certifying, if true, that this Lease Agreement is unmodified and in full force and effect or if there have been modifications that the same is in full force and effect as modified and stating the modifications, the dates to which the rent and other charges have been paid, and such other matter as may be required by the requesting party or the holder of any mortgage to which the Leased Premises are subject, it being intended that any such statement delivered pursuant to this Section 22 may be relied upon by a prospective purchaser of an interest or mortgagee of an interest or assignee of any mortgage or deed of trust upon an interest in the Leased Premises.

23. Compliance With Laws, Rules and Regulations.

a. Tenant shall, at Tenant's sole cost and expense, without notice or demand from Landlord, faithfully observe and comply with all laws, rules and requirements of all county, municipal, state, federal and other applicable governmental authorities, including but not limited to departments of health, and all carriers of insurance on the Leased Premises, now in force, or which may hereafter be in force, pertain to Tenant's occupancy and use of the Leased Premises.

b. In the event Tenant shall fail or neglect to comply with the aforesaid statutes, ordinances, rules, orders, regulations and requirements or any of them, or in case the Tenant shall neglect to maintain the Leased Premises or fail to make any repairs called for in this Lease, then the Landlord or the Landlord's agents may after ten (10) days written notice, (except, in the case of an emergency, where action may be taken immediately) enter the Leased Premises and make such repairs, effect such maintenance and comply with any and all of the said statutes, ordinances, rules, order, regulations, or requirements, at the cost and expenses (including experts and reasonable attorney's fees) of the Tenant and in case of the Tenant's failure to pay therefore, the cost and expense shall be added to the next month's rent and be due and payable as Additional Rent, or the Landlord may deduct the same from the balance of any monies remaining with Landlord. The failure by Landlord to take any action hereunder, or in the delay by Landlord in taking any action, shall not place any liability or obligation on the Landlord. This provision is in addition to the right of Landlord to terminate this Lease by reason of any default of the part of the Tenant. Without limiting the foregoing, Tenant shall not cause or permit (in any manner which violates applicable law) the Leased Premises to be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process hazardous materials, nor shall Tenant cause or permit, as a result of any intentional or unintentional act or omission on the part of Tenant, or any employee, officer, director,

agent, contractor or invitee, however characterized, a release of hazardous materials onto the Leased Premises or any onto the neighboring property.

24. Environmental Compliance.

a. For purposes of this section,

(1) "hazardous substances" include any pollutants, dangerous substances, toxic substances, hazardous waste or hazardous materials, as defined in or pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.) ("CERCLA") or any other federal, state, or local environmental law, ordinance, rule or regulation;

(2) "release" means releasing, spilling, leaking, pumping, pouring, omitting, emptying, discharging, injecting, escaping, disposing or dumping;

(3) "notice" means any summons, citation, directive, order, claim, litigation, investigation, proceeding, judgment, letter or other communication, written or oral, actual or threatened from the Pennsylvania Department Environmental Protection ("PADEP"), the United States Environmental Protection Agency ("USEPA") or other federal, state or local agency or authority, or any other entity or any individual, concerning an intentional or unintentional act or omission resulting or which may result in the releasing of hazardous substances into the waters or on to the land of the Commonwealth of Pennsylvania, or into waters outside the jurisdiction of the Commonwealth of Pennsylvania or into the "environment" as such term is defined in CERCLA. "Notice" shall also include the imposition of any lien on any real property, personal property, or revenues of the Tenant, including but not limited to the Tenant's interest in the Leased Premises or any of the Tenant's property located thereon, pursuant to the Spill Act, or any violation of federal, state or local environmental laws, ordinances, rules, regulations, governmental actions, orders or permits, or any knowledge, after due inquiry and investigation, of any facts which give rise to any of the above.

b. In the event there shall be filed a claim against the Leased Premises or the Tenant arising out of a claim ("Claim") by the PADEP pursuant to the provisions of the Spill Act relating to an act or omission of Tenant during the Lease Term, Tenant shall immediately either (i) pay the claim and remove the lien from the Leased Premises or (ii) furnish a bond, cash or deposit or other securities satisfactory to the Landlord sufficient to discharge the claim out of which the lien arises.

c. Tenant shall comply with all principal federal, state, and local laws, ordinances, rules, and regulations, and shall obtain and comply with any and all permits required under these acts, and upon receipt of any notice, Tenant shall notify Landlord promptly in writing. Landlord shall be responsible for the cost of any application associated with compliance under this Section 24 in connection with any refinance of the Leased Premises or similar act of Landlord.

d. Tenant shall permit Landlord and Landlord's agents, servants and employees, including but not limited to legal counsel and environmental consultants and engineers, reasonable access to the Leased Premises for the purposes of environmental inspections and samplings during regular business hours or during other hours either by agreement of the parties or in the event of an environmental emergency. Tenant shall not restrict access to any part of the Leased Premises for purposes of Landlord's compliance with this Section 24, and Tenant shall not impose any conditions to access. In the event that Landlord's environmental inspection shall include sampling and testing of the Leased Premises, Landlord shall use its best efforts to avoid interfering with Tenant's use of the Leased Premises, and upon completion of sampling and testing shall repair and restore the affected areas of the Leased Premises from any damage caused by the sampling and testing.

e. Tenant shall conduct and complete all investigation, studies, sampling and testing procedures, and all remedial, removal, and other actions necessary to clean up and remove all hazardous substances on, from or effecting the Leased Premises in accordance with all applicable and environmental laws and to the satisfaction of the Landlord.

f. Tenant shall promptly furnish Landlord with copies of all notices, reports, correspondence and submissions made by Tenant to the USEPA, PADEP, FCC, the United States Occupational Safety and Health Administration ("OSHA"), and other local, state or federal authorities which require submission of any information concerning environmental matters or hazardous waste or substances pursuant to environmental laws.

g. Tenant hereby agrees to defend (with counsel satisfactory to Landlord) and to indemnify and hold Landlord harmless from and against any and all claims, losses, liabilities, damages, and expenses (including, without limitation, reasonable clean up costs and attorney's fees arising under this indemnity) which may arise directly or indirectly from any use or release of hazardous substances on the Leased Premises and losses and claims against Landlord resulting from Tenant's failure to comply strictly with the provision of this Section 24 during the period of this Lease and any other period of possession of the Leased Premises by Tenant.

h. This section shall survive the expiration or earlier termination of this Lease. Tenant's failure to abide by the terms of this section shall be restrainable by injunction.

25. Events of Default. Any other provisions in this Lease notwithstanding, it shall be an Event of Default under this Lease if (i) Tenant fails to pay any installment of Base Rent, Additional Rent or other sum payable by Tenant hereunder for a period of ten (10) days after same is due, (ii) Tenant vacates the Leased Premises, or uses or occupies the Leased Premises otherwise than as permitted by Section 4, or assigns or sublets, or purported to assign or sublet, the Leased Premises or any part thereof otherwise than in Section 33 hereof, (iii) Tenant fails to observe or perform any other covenant or agreement of Tenant herein contained and such failure continues after notice by or on behalf of Landlord for more than fifteen (15) days (but if such default is capable of cure, but cannot with Tenant's best efforts be cured within said fifteen (15) day period, then provided Tenant commences to cure said default within said fifteen (15) day period and proceeds with best good faith

efforts to cure said default, the time for cure shall be extended for such additional time (not to exceed thirty (30) days) as is reasonably necessary to cure said default), provided, however, that Landlord need not give any such notice, and Tenant shall not be entitled to any such grace period more than twice in any twelve (12) month period, or (iv) Tenant makes any assignment for the benefit of creditors; Tenant commits an act of bankruptcy or files a petition or commences any proceeding under any bankruptcy or insolvency law; a petition is filed or any proceeding is commenced against Tenant under any bankruptcy or insolvency law and such petition or proceeding is not missed within thirty (30) days; Tenant is adjudicated a bankrupt; Tenant by any act indicates its consent to, approval of or acquiescence in, or a court approves, a petition filed or proceeding commenced against Tenant under any bankruptcy or insolvency law; a receiver or other official is appointed for Tenant or for any part of Tenant's assets or for Tenant's interest in this Lease; any attachment or execution against any substantial part of Tenant's assets located in the Leased Premises or against Tenant's interest in this Lease remains unstayed or undismissed for a period of more than thirty (30) days; any substantial part of Tenant's assets located in the Leased Premises or Tenant's interest in the Lease is taken by legal process in any action against Tenant.

26. Landlord's Remedies.

a. If an Event of Default hereunder shall have happened and be continuing, Landlord may, at its option:

(1) declare due and payable and sue for and recover, all unpaid Base Rent for the unexpired period of the Lease Term (and also all Additional Rent as the amount(s) of same can be determined) as if by the terms of this Lease the same were payable in advance, together with all legal fees and other expenses incurred by Landlord in connection with the enforcement of any of Landlord's right and remedies hereunder, and/or

(2) distrain (to the extent permitted by law), collect or bring action for such Base Rent and Additional Rent as being rent in arrears, or may file a Proof of Claim in any bankruptcy or insolvency proceeding for such Base Rent and Additional Rent, or institute any other proceedings, whether similar or dissimilar to the foregoing, to enforce payment thereof, and/or

(3) terminate the Lease by giving written notice thereof and, upon the giving of such notice, the Lease and the estate hereby granted shall expire and terminate with the same force and effect as though the date of such notice was the date hereinbefore fixed for the expiration of the Lease, and all rights of Tenant hereunder shall expire and terminate, but Tenant shall remain liable as hereinafter provided, and/or

(4) exercise any other rights and remedies available to Landlord at law or in equity.

b. If any Event of Default shall have happened and be continuing, Landlord may, whether or not the Lease Term has been terminated as herein provided, re-enter and repossess the

Leased Premises or any part thereof by summary proceedings, ejectment or otherwise and Landlord shall have the right to remove all persons and property therefrom. Landlord shall be under no liability for or by reason of any such entry, repossession or removal provided same is in compliance with all applicable laws; and no such reentry or taking repossession of the Leased Premises by Landlord shall be construed as an election on Landlord's part to terminate the Lease unless a written notice of such intention be given to Tenant pursuant to Section 26(a)(iii) or unless the termination of this Lease be decreed by a court of competent jurisdiction.

c. At any time or from time to time after the repossession of the Leased Premises or any part thereof pursuant to Section 26, whether or not the Lease Term shall have been terminated pursuant to Section 26(a)(iii), Landlord shall use its best efforts (but shall be under no further obligation to) relet all or any part of the Leased Premises for the account of Tenant for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the then current Lease term) and on such conditions (which may include concessions or free rent) and for such uses as Landlord, in its absolute discretion, may determine, and Landlord may collect and receive any rents payable by reason of such reletting. Landlord shall not be required to accept any tenant offered by Tenant or observe any instruction given by Tenant about such reletting, or (subject to its obligation to use best efforts) do any act or exercise any care or diligent with respect to such reletting or to the mitigation of damage.

d. No expiration or termination of the Lease pursuant to Section 26(a)(iii), by operation of law or otherwise, and no repossession of the Leased Premises or any part thereof pursuant to Section 26(b), or otherwise, and no reletting of the Leased Premises or any part thereof pursuant to Section 26(c) (except to the extent of rent actually collected pursuant to such reletting, after deduction for the costs described in the last sentence of Section 26(c) hereof and the costs described in Section 26(e) hereof), shall relieve Tenant of its liabilities and obligations hereunder, all of which shall survive such expiration, termination, repossession or reletting.

e. In the event of any expiration or termination of this Lease or repossession of the Leased Premises or any part thereof by reason of an occurrence of any Event of Default, and Landlord has not elected to accelerate rent pursuant to Section 26(a)(i), Tenant shall pay to the Landlord the Base Rent, Additional Rent and other sums required to be paid by Tenant to and including the date of such expiration, termination or repossession; and, thereafter, Tenant shall, until the end of what would have been the expiration of the then current term of the Lease in the absence of such expiration, termination or repossession and whether or not the Leased Premises or any part thereof shall have been relet, be liable to Landlord for, and shall pay to Landlord, as liquidated and agreed damages, the Base Rent, Additional Rent and other sums which would have been payable under this Lease by Tenant in the absence of such expiration, termination or repossession, less the net proceeds, if any, of any reletting effected for the account of Tenant pursuant to Section 26(c), after deducting from such proceeds all of Landlord's expenses in connection with such reletting (including, without limitation, all related repossession costs, brokerage commissions, legal expenses, attorney's fees, employees' expenses, alteration costs and expenses of preparation for such reletting). Tenant shall pay such current damages on the days on which the Base Rent would have been payable

under this Lease in the absence of such expiration, termination or repossession and Landlord shall be entitled to recover the same from Tenant on each such day.

f. At any time after such expiration or termination of this Lease or repossession of the Leased Premises or any part thereof by reason of the occurrence of any Event of Default, whether or not Landlord shall have collected any current damages pursuant to Section 26(e), Landlord shall be entitled to recover from Tenant, and Tenant shall pay to Landlord on demand, unless Tenant has paid the whole or accelerated rent pursuant to Section 26(a)(i), as and for liquidated and agreed final damages for Tenant's default and in lieu of all current damages beyond the date of such demand (it being agreed that it would be impractical or extremely difficult to fix the actual damages), an amount equal to the excess, if any, of (a) Base Rent, Additional Rent and other sums which would be payable under this Lease for the remainder of the then current term of the Lease from the date of such demand (or, if it be earlier, the date to which Tenant shall have satisfied in full its obligations under Section 26(e) to pay current damages) for what would have been the then unexpired termination or repossession, discounted at the rate of four (4%) percent per annum, over (b) the then fair rent value of the Leased Premises for the same period, discounted at a like rate. If any statute or rule of law shall validly limit the amount of such liquidated final damages to less than the amount above agreed upon, Landlord shall be entitled to the maximum amount allowable under such statute or rule of law.

g. No right or remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other right or remedy herein by law provided, but each shall be cumulative and in addition to every right or remedy given herein or now or hereafter existing at law or in equity or by statute.

h. No waiver by Landlord or any breach by Tenant of any of Tenant's obligations, agreement or covenants herein shall be a waive of any subsequent breach or of any obligation, agreement; or covenant nor shall any forbearance by Landlord to seek a remedy for any breach by Tenant be a waiver by Landlord of any rights and remedies with respect to such or any subsequent breach.

i. In the event of a breach or threatened breach by Tenant of any of the covenants or provisions hereof, Landlord shall have the right of injunction and right to invoke any remedy allowed at law or in equity as if other remedies were not herein provided for.

j. The following shall be in addition to and not in abrogation of any other legal or equitable right to remedy which Landlord may have:

(1) Upon the filing of a petition by or against Tenant under the Bankruptcy Code, Tenant, as debtor and as debtor in possession, and any trustee who may be appointed agree as follows: (A) to perform each and every obligation of Tenant under this Lease until such time as this Lease is either rejected or assumed by order of the United States Bankruptcy Court; and (B) to pay monthly in advance on the first day of each month as reasonable compensation for use and



occupancy of the Leased Premises an amount equal to all Annual Base Rent and Additional Rent; and (C) to reject or assume this Lease within thirty (30) days of the filing of such petition under the Bankruptcy Code unless extended by order of a court of competent jurisdiction; and (D) to give Landlord prior written notice of any proceeding relating to any assumption of this Lease as provided under the Bankruptcy Code; and (E) to give Landlord advance notice of any abandonment of the Leased Premises as provided by the Bankruptcy Code, any such abandonment to be deemed a rejection of this Lease; and (F) to do all other things of benefit to Landlord otherwise required under the Bankruptcy Code.

(2) No default of this Lease by Tenant, either prior to or subsequent to the filing of such a petition, shall be deemed to have been waived unless expressly done so in writing by Landlord.

(3) It is understood and agreed that this is a Lease of non-residential real property as such a lease is described or referred to in the Bankruptcy Code.

(4) Included within and in addition to any other conditions or obligations imposed upon Tenant or its successor in the event of assumption and/or assignment are the following: (A) the cure of any monetary defaults and the reimbursement of pecuniary loss within not more than thirty (30) days of assumption and/or assignment; and (B) the deposit of an additional sum equal to three (3) months' Base Rent; and (C) the use of the Leased Premises as set forth in Section 1 of this Lease; and (D) the prior written consent of any mortgagee to which this Lease has been assigned as collateral security; and (E) no physical changes of any kind may be made to the Leased Premises unless in compliance with the applicable provisions of this Lease.

k. THE FOLLOWING SECTION SETS FORTH A WARRANT OF AUTHORITY FOR AN ATTORNEY TO CONFESS JUDGMENT AGAINST TENANT. IN GRANTING SUCH WARRANT OF ATTORNEY TO CONFESS JUDGMENT AGAINST TENANT, TENANT HEREBY KNOWINGLY, INTENTIONALLY, VOLUNTARILY, AND UNCONDITIONALLY WAIVES ANY AND ALL RIGHTS TENANT HAS OR MAY HAVE TO PRIOR NOTICE AND ANY OPPORTUNITY FOR HEARING UNDER THE RESPECTIVE CONSTITUTIONS AND LAWS OF THE UNITED STATES AND THE COMMONWEALTH OF PENNSYLVANIA SO LONG AS, PRIOR TO THE TAKING OF ANY JUDGMENT BY CONFESSION AGAINST TENANT, LANDLORD SHALL HAVE PROVIDED HIM WITH ALL WRITTEN NOTICE OF DEFAULT AND CURE PERIODS AS REQUIRED UNDER THIS LEASE AGREEMENT.

(1) UPON THE EXPIRATION OF THE THEN CURRENT TERM OF THIS LEASE OR THE EARLIER TERMINATION OR SURRENDER THEREOF AS PROVIDED IN THIS LEASE, IT SHALL BE LAWFUL FOR ANY ATTORNEY OR OF ANY COURT OF RECORD TO APPEAR AS ATTORNEY FOR TENANT AS WELL AS FOR ALL PERSONS CLAIMING BY, THROUGH OR UNDER TENANT, AND TO SIGN AN AGREEMENT FOR ENTERING IN ANY COMPETENT COURT AN ACTION IN EJECTMENT AGAINST TENANT

AND ALL PERSONS CLAIMING BY, THROUGH OR UNDER TENANT AND THEREIN CONFESS JUDGMENT FOR THE RECOVERY BY LANDLORD OF POSSESSION OF THE LEASED PREMISES, FOR WHICH THIS LEASE SHALL BE IN SUFFICIENT WARRANT, WHEREUPON, IF LANDLORD SO DESIRES, WRIT OF POSSESSION OR OTHER APPROPRIATE WRIT UNDER THE RULES OF CIVIL PROCEDURE THEN IN EFFECT MAY ISSUE FORTHWITH, WHETHER ANY PRIOR WRIT OF PROCEEDING; PROVIDED, HOWEVER, IF THIS LEASE IS TERMINATED AND THE POSSESSION OF THE LEASED PREMISES REMAIN IN OR BE RESTORED TO TENANT, LANDLORD SHALL HAVE THE RIGHT FOR THE SAME DEFAULT AND UPON ANY SUBSEQUENT DEFAULT OR DEFAULTS, OR UPON THE TERMINATION OF THIS LEASE UNDER ANY OF THE TERMS OF THIS LEASE TO BRING ONE OR MORE FURTHER ACTION OR ACTIONS AS HEREINBEFORE SET FORTH TO RECOVER POSSESSION OF THE LEASED PREMISES AND CONFESS JUDGMENT FOR THE RECOVERY OF POSSESSION OF A LEASED PREMISES AS HEREINABOVE PROVIDED.

(2) IN THE EVENT THE LANDLORD COMMENCES SUIT FOR THE REPOSSESSION OF THE LEASED PREMISES, FOR THE RECOVERY OF RENT OR ANY OTHER AMOUNT DUE UNDER THE PROVISIONS OF THIS LEASE, OR BECAUSE OF THE BREACH OF ANY OTHER COVENANTS HEREIN CONTAINED ON THE PART OF TENANT TO BE KEPT OR PERFORMED, AND A BREACH SHALL BE ESTABLISHED, TENANT SHALL PAY TO LANDLORD ALL REASONABLE EXPENSES INCURRED BY IN CONNECTION THEREWITH, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS FEES, WHICH TENANT HEREBY AGREES SHALL BE AN AMOUNT NO LESS THAN FIVE PERCENT (5%) OF THE AMOUNT OUTSTANDING, OR TEN THOUSAND DOLLARS (\$10,000.00), WHICH EVER IS GREATER.

27. Failure to Insist on Strict Performance. The failure of Landlord to insist, in any one or more instances, upon a strict performance of any covenant, term, provision or agreement of this Lease Agreement shall not be construed as a waiver or relinquishment thereof, but the same shall continue and remain in full force and effect, notwithstanding any law, usage or custom to the contrary. The receipt by Landlord of rent with knowledge of the breach of any covenant or agreement hereunder shall not be deemed a waiver of the rights of Landlord with respect to such breach, and no waiver by Landlord of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Landlord.

28. Surrender of Leased Premises.

a. Tenant shall, upon the termination of this Lease Agreement, by lapse of time or otherwise, return the Leased Premises to Landlord in as good condition as when received, reasonable wear and tear excepted.

b. All installations, additions, fixtures, and improvements in or upon the Leased Premises, including the Improvements, shall be promptly removed by Tenant at the expiration or

earlier termination of this Lease and Tenant shall repair any damage to the Leased Premises and the Property caused by such removal.

c. Any furniture, equipment, machinery or movable property owned by Tenant and brought onto the Leased Premises during Tenant's occupancy thereof and not removed at the termination of the Lease Agreement, including the Improvements, shall be deemed to have been abandoned by Tenant and shall without any further act by Tenant be conclusively deemed to have been conveyed by Tenant to Landlord as by bill of sale without further payment or credit by Landlord to Tenant and may be sold by Landlord or disposed of by Landlord as it sees fit. Any amount realized upon any such a sale shall be the property of Landlord. If Landlord has directed Tenant to remove any or all of such property, Tenant shall remain liable for the cost of its removal and for the cost of restoring the Leased Premises after such removal.

d. The provisions of this Section 28 shall survive the termination or expiration of this Lease Agreement.

29. Holding Over. Should Tenant fail to vacate the Leased Premises at the termination hereof, such holding over shall operate and be construed to be a tenancy from month to month only, at a base monthly rental equal to one hundred fifty (150%) percent of the Base Rent paid for the last month of the term of this Lease Agreement, unless otherwise agreed in writing, plus Additional Rent as provided herein and otherwise subject to the conditions, obligations and provisions of this Lease Agreement. No such holding over or payment or acceptance of rent resulting therefrom shall constitute or be deemed reconfirmation or renewal of this Lease Agreement. Nothing in this Section 29 shall be construed as a consent by Landlord to the possession of the Leased Premises after the expiration or termination of this Lease Agreement.

30. Expenses and Attorneys' Fees. Tenant shall pay to Landlord as Additional Rent hereunder all reasonable attorney's fees and expenses and all other expenses which may be incurred by Landlord (to the extent that same are not paid to Landlord pursuant to any insurance policies maintained by Tenant or Landlord in accordance with the terms of this Lease Agreement) in enforcing any of the obligations of Tenant under this Lease Agreement or in any other litigation in which Landlord shall become involved through or because of Tenant's default hereunder or occupancy of the Leased Premises, any action or omission by Tenant, or the breach of any representations, warranties, covenants or agreements of Tenant contained in or relating to this Lease Agreement.

31. Obligations of Tenant. If Tenant fails to perform any of its obligations hereunder, Landlord may (but shall not be obligated to) perform same, and in such event, Tenant shall reimburse Landlord for the cost thereof, and said reimbursement shall be due and payable upon demand by Landlord and shall bear interest at the highest lawful rate. As used herein, the term "highest lawful rate" means the maximum rate of interest allowed by applicable statutes.

32. Performance of Tenant's Covenants. If Tenant fails to perform any covenant or observe any condition to be performed or observed by Tenant hereunder or acts in violation of any covenant or condition hereof and, except with respect to covenants regarding the payment of annual Base Rent, Additional Rent, or any other sums due under this Lease, Landlord, may, but shall not be required to, on behalf of Tenant, perform such covenant and/or take such steps, including entering upon the Leased Premises, as may be necessary or appropriate to meet the requirements of any such covenant or condition. All costs and expenses incurred by Landlord in so doing, including legal fees, shall be paid by Tenant to Landlord upon demand, plus interest at the Overdue Interest Rate (hereinafter defined) from the date of expenditure(s) by Landlord, as Additional Rent. Landlord's proceeding under the rights reserved to Landlord under this Section shall not in any way prejudice or waive the rights as Landlord might otherwise have against Tenant by reason of Tenant's default.

33. Assignment and Subletting.

a. Tenant shall not assign, pledge, mortgage or otherwise transfer or encumber this Lease, nor sublet all or any part of the Leased Premises or permit the same to be occupied or used by anyone other than Tenant and its employees without Landlord's prior written consent, which consent shall not be unreasonably withheld, provided the term and condition set forth hereinafter are satisfied. This prohibition includes any assignment or subletting which would otherwise occur by operation of law, merger, consolidation, reorganization, transfer or other change of Tenant structure, or an assignment or subletting to or by a receiver or trustee in any Federal or state bankruptcy, insolvency or other proceedings. Notwithstanding the foregoing, Landlord shall not withhold its consent unless the business practices, financial responsibility, financial condition, or the business experience of a proposed assignee or subtenant is unsatisfactory to Landlord in its reasonable business judgment, based upon demonstrable evidence.

b. Tenant's request for consent shall be in writing and contain the name, address, and description of the business of the proposed assignee or subtenant, its last two most recent financial statement prepared by independent accountants and other evidence of financial responsibility, company history and other evidence of experience and business practices in the business conducted by Tenant, and the terms and conditions of the proposed assignment or subletting.

c. Within ten (10) days from receipt of such request Landlord shall grant or refuse consent. "Receipt" of a request for consent as used herein shall mean Landlord's receipt of all documents described in subsection (b) above.

d. Each assignee hereunder shall assume and be deemed to have assumed this Lease and shall be and remain liable jointly and severally with Tenant for all payments and for the due performance of all terms, conditions and provisions herein contained on Tenant's part to be observed and performed. No assignment shall be binding upon Landlord unless the assignee shall deliver to Landlord an instrument in recordable form containing a covenant of assumption by the

assignee, but the failure or refusal of assignee to execute the same shall not release assignee from its liability as set forth herein.

e. The acceptance by Landlord of the payment of Base Rent and Additional Rent following any assignment or other transfer prohibited by this Section shall not be deemed to be a consent by Landlord to any such assignment or other transfer nor shall the same be deemed to be a waiver of any right or remedy of Landlord hereunder.

f. In event Tenant shall sublease the Towers in their entirety, and the base rent paid by the sublessee of Tenant is more than the Base Rent paid by Tenant under this Lease Agreement for any given period, Landlord and Tenant shall share on a fifty-fifty (50%-50%) basis the difference in the Base Rent paid hereunder and the base rent paid by the sublessee. This paragraph shall not apply to any partial sublease, provided Tenant continues to use the Towers for Tenant's business.

g. Any consent by Landlord hereunder shall not constitute a waiver of strict future compliance by Tenant of the provisions of this Section 33 or a release of Tenant from the full performance by Tenant or any of the terms, covenants, provisions or conditions in this Lease contained.

h. A sublease shall include the use of any portion of a Tower to broadcast any signal licensed to any third party, other than Tenant or the Permitted Users (hereinafter defined). For purposes of this Lease, an FCC local marketing agreement or time brokerage agreement shall not constitute a sublease.

i. Notwithstanding the foregoing, the sale of substantially all of the business operated by Tenant, however accomplished, shall not require the consent of Landlord. However, reasonable advance notice of such assignment and written acceptance of the term of this Lease by the assignor must be tendered to Landlord for such assignment to be effective.

34. Broker. The parties represent and warrant to each other that neither has dealt with a broker in connection with this Lease, that no broker brought about this Lease Agreement and that no real estate commission, fee, or similar compensation is due to any party as a result of the relation between the parties hereto. Each party shall indemnify and hold harmless the other (including the cost of reasonable counsel fees) with respect to the claim of any broker alleging to have acted on behalf of the indemnifying party.

35. Garbage and Rubbish. Tenant anticipates generating no garbage, trash and rubbish on the Leased Premises. All garbage, trash or rubbish shall be removed by Tenant promptly and disposed of off site. Tenant shall not burn any trash or garbage of any kind about the Leased Premises.

36. Miscellaneous.

a. This Lease Agreement shall inure to the benefit of, and shall be binding upon, the Landlord and the Tenant, and their respective successors and assigns. Nothing in this subsection shall be deemed to allow any assignment or subletting otherwise than as provided in Section 33 of this Lease.

b. This Lease Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania.

c. This Lease Agreement and the Exhibits attached hereto, if any, are intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof, all negotiations, considerations and representations between the parties having been incorporated herein. No course of prior dealings between the parties, or their officers, employers, agents or affiliates shall be relevant or admissible to settle, explain or vary any of the terms of this Lease. Acceptance of, acquiescence in, a course of performance rendered under this or any prior agreement between the parties or this affiliation shall not be relevant or admissible to determine the meaning of any of the terms of this Lease. No representations, undertakings or agreements have been made or relied upon in the making of this Lease other than those specifically set forth herein. This Lease can only be modified by a writing executed by the party sought to be bound.

d. If any clause, provision or section of this Lease Agreement shall be ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or section shall not affect any of the remaining provisions thereof.

e. This Lease Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

f. Tenant does hereby expressly waive all rights to trial by jury on any cause of action directly or indirectly involving the terms, covenants or conditions of this Lease Agreement or the Leased Premises or any matters whatsoever arising out of or in any way connected with this Lease Agreement.

g. The provision of this Lease Agreement relating to waiver of a jury trial shall survive the termination or expiration of this Lease Agreement.

h. The submission of this Lease for examination does not constitute a reservation of or option for the Leased Premises and this Lease becomes effective as a lease only upon execution thereof by Landlord and Tenant.

i. Time is of the essence as to all obligations of Tenant to be performed hereunder.

37. Construction. In this Lease Agreement, unless the context otherwise requires:

a. The terms "hereby", "hereof", "hereto", "herein", "hereunder" and any similar terms shall refer to this Lease Agreement, and the term hereafter shall mean after, and the term "heretofore" shall mean before, the date of the execution and delivery of this Lease Agreement.

b. Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number and vice versa.

c. Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons. In the event that "Landlord" or "Tenant" shall consist of more than one person or entity, the obligations of Landlord and Tenant shall be joint and several obligations of all persons or entities identified as "Landlord" and "Tenant", respectively.

d. Any headings preceding the texts of the several Sections of this Lease Agreement, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Lease Agreement, nor shall they affect its meaning, construction or effect.

38. Force Majeure. Except as provided in Section 18, this Lease Agreement and the obligation of Tenant to pay Base Rent and Additional Rent hereunder and to perform all of the other covenants and agreements hereunder on part of Tenant to be performed shall not be affected, impaired or excused because Landlord is unable to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make or is delayed in making any repairs, additions, alterations or decorations or is unable to supply, or is delayed in supplying any equipment or fixtures of Landlord is prevented or delayed from so doing by reason of a strike or labor trouble, governmental preemption in connection with a National Emergency or in connection with any rule, order or regulation of any department or subdivision thereof or of any governmental agency, or by reason of the condition of supply and demand which have been or are affected by war or other emergency, or by any other condition beyond the control of Landlord.

39. Memorandum of Lease. This Lease Agreement shall not be recorded but at the request of Landlord, Tenant shall execute a Memorandum of Lease which may be recorded in the office of the Recorder of Philadelphia County.

40. Representations and Warranties of Tenant. Tenant represents and warrants that the execution, delivery and performance of this Lease Agreement and the consummation of the

transactions herein contemplated will not violate any provision of law, any order of any court or agency of government, or any indenture, agreement or other instrument to which the Tenant is a party or by which it or any of its property is bound, or be in conflict with or result in a breach of or constitute (with due notice and/or lapse of time) a default under any such indenture, agreement or other instrument or result in the imposition of any lien, charge or encumbrance of any nature whatsoever.

41. Consent of Mortgagee. In the event that the Property is encumbered by a mortgage and such mortgage requires the consent of the mortgagee to a lease of the Property, this Lease Agreement shall not become effective unless and until the mortgagee has consented to it. Landlord will use its best efforts to obtain the mortgagee's consent but shall not be liable in the event that the mortgagee does not consent. The parties agree that they will modify or amend this Lease Agreement if required by the mortgagee as a condition to its consent, provided that such modification does not specifically alter the financial terms hereof or the rights or obligations of the parties hereunder or the ability of Tenant to conduct its business. Tenant agrees to cooperate with Landlord in obtaining such consent.

Whenever the consent of the Landlord is required hereunder, the consent of the mortgagee shall also be required if the mortgage so requires. The mortgagee shall also have such rights of the Landlord (e.g., to access) as may be provided in the Mortgage.

42. Signs. Tenant shall not install, erect or maintain any signs on the Leased Premises except those which may be required by FCC regulations or as otherwise necessary to comply with laws, regulations and ordinances related to Tenant's use of the Leased Premises.

43. Abandonment. Tenant shall not, without first obtaining the written consent of Landlord, abandon the Leased Premises or allow the Leased Premises to become vacant or deserted.

44. Removal of Snow. In the event of any snow accumulation, Tenant shall be responsible to remove all snow to gain access to the Leased Premises.

45. Machinery and Equipment. Tenant agrees that it will not install, operate or maintain in or on the Leased Premises any electrical equipment which will present a serious risk of fire or "overload" the electrical system serving the Property, beyond its reasonable levels for proper and safe operation as determined by the design limits of the overall system and requirements therefor.

46. Security Deposit.

a. Upon execution hereof, Tenant shall deposit with Landlord the sum of Seven Thousand (\$7,000.00) Dollars (the "Security Deposit"). Such Security Deposit shall not be placed in an interest bearing account escrow account and may be commingled with Landlord's other funds without accountability to Tenant during the Lease Term. As and when the annual Base Rent herein increases during the term or any extension term, Tenant shall promptly increase the Security Deposit



so that an amount equal to two month's Base Rent is always maintained with the Landlord. The Security Deposit shall be security for the faithful performance of all of the terms and conditions of this Lease. Should Tenant fail to perform any of the terms and conditions of this Lease, Landlord shall have the right, at any time and from time to time, to apply the Security Deposit or any part thereof, for the cost of curing any such default or for the purpose of reimbursing Landlord for any damage or costs occasioned by such default and the right of Landlord to apply the Security Deposit shall not affect any other remedies available to Landlord under the Lease or under applicable law. If the Security Deposit, or any portion thereof is so applied by Landlord, Tenant shall, within fifteen (15) days after demand, deposit additional funds with the Landlord to restore the Security Deposit to its original amount, and Tenant's failure to do so shall constitute a default under this Lease.

b. The Security Deposit may be commingled with other funds of Landlord, shall not be deemed trust funds. Tenant shall not be entitled to interest earned on the Security Deposit. If the Tenant does faithfully performed all the terms and conditions of this Lease, any remaining portion of the Security Deposit shall be returned to Tenant within thirty (30) days after the end of the Lease Term. Landlord may transfer the Security Deposit to the purchaser of Landlord's interest in the Property in the event that such interest be sold and thereupon Landlord shall be discharged from any obligation with respect to the Security Deposit, and accrued interest.

47. No Representations by Landlord. Neither Landlord nor Landlord's agents have made any representations or promises with respect to the physical condition of the Leased Premises. Tenant has inspected the Leased Premises and is thoroughly acquainted with their condition, state of order and repair, as of the date of this Lease and agrees to take the same "AS IS", and acknowledges that the taking of possession of the Leased Premises by Tenant shall be conclusive evidence that the Leased Premises and all fixtures thereon were in good and satisfactory condition in accordance with the foregoing terms at the time such possession was so taken. All understandings and agreements heretofore made between the parties hereto are merged in this contract, which alone fully and completely expresses the agreement between Landlord and Tenant and any executory agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of it in whole or in part, unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification, discharge or abandonment is sought.

48. Tenant's Options to Renew.

a. If this Lease shall not have been canceled pursuant to the provisions of Section 25 and 26 hereof and if Tenant shall during the lease term hereof, keep and perform each and every covenant, agreement, term, provision and condition hereof contained to be performed or observed by Tenant, and if Tenant shall throughout the Lease Term hereof actually use and occupy the Leased Premises for the conduct of Tenant's business, as permitted herein, the Tenant may, at Tenant's option, extend the term of this Lease for additional periods of ten (10) years (the "First Renewal Term") commencing the date immediately following the last day of the Lease Term, such option to be exercised by Tenant given written notice thereof to Landlord at least six (6) months prior to the expiration of the Lease Term. Upon the giving by Tenant to Landlord of such written notice and the

compliance by Tenant with the foregoing provisions of this Section 49, this Lease shall be and shall be deemed to be automatically extended with the same force and effect as if the term originally provided herein were to commence on the Commencement Date and to end on the date which is ten (10) years from and after the Commencement Date, upon all the covenants, agreements, terms, provisions and conditions set forth in this Lease, except that the Annual Base Rent for each of the years of the First Renewal Term shall be as set forth in Subsection (b) below. If Tenant fails or omits to so give to Landlord the written notice referred to in this section within the time period for giving notice set forth above, then, fifteen (15) days after written notice from Landlord, it shall be deemed that Tenant elected not to exercise the option granted Tenant pursuant to this Section 50 to extend the lease term for said additional period.

b. Annual Base Rent for each year of the First Renewal Term shall be as follows:

- years 21 through 25 - \$84,000 per year (\$7,000 per month)
- years 26 through 30 - \$90,000 per year (\$7,500 per month)

c. If this Lease shall not have been canceled pursuant to the provisions of Section 25 and 26 hereof and if Tenant shall during the lease term hereof, keep and perform each and every covenant, agreement, term, provision and condition hereof contained to be performed or observed by Tenant, and if Tenant shall throughout the First Renewal Term hereof actually use and occupy the Leased Premises for the conduct of Tenant's business as permitted herein, the Tenant may, at Tenant's option, extend the term of this Lease for an additional period of ten (10) years (the "Second Renewal Term") commencing the date immediately following the last day of the First Renewal Term, such option to be exercised by Tenant given written notice thereof to Landlord at least six (6) months prior to the expiration of the First Renewal Term. Upon the giving by Tenant to Landlord of such written notice and the compliance by Tenant with the foregoing provisions of this Section 49, this Lease shall be and shall be deemed to be automatically extended with the same force and effect as if the term originally provided herein were to commence on the Commencement Date and to end on the date which is ten (10) years from and after the Commencement Date, upon all the covenants, agreements, terms, provisions and conditions set forth in this Lease, except that the Annual Base Rent for each of the years of the Second Renewal Term shall be as set forth in Subsection (d) below. If Tenant fails or omits to so give to Landlord the written notice referred to in this section within the time period for giving notice set forth above, then, fifteen (15) days after written notice from Landlord, it shall be deemed that Tenant elected not to exercise the option granted Tenant pursuant to this Section 50 to extend the lease term for said additional period.

d. Annual Base Rent for each year of the Second Renewal Term shall be as follows:

- years 31 through 35 - \$96,000 per year (\$8,000.00 per month)
- years 36 through 40 - \$102,000 per year (\$8,500.00 per month)

49. Definition of the Term Landlord. When the term Landlord is used in this Lease it shall be construed to mean and include only the then owner of the fee title of the Leased Premises. Upon the transfer by Landlord of the fee title to the Leased Premises, Landlord shall give Tenant notice in writing of the name and address of Landlord's transferee. In such event, the then Landlord shall be automatically freed and relieved from and after the date of such transfer of title of all personal liability with respect to the performance of any of the covenants and obligations on the part of the Landlord herein contained to be performed, provided any such transfer and conveyance by Landlord is expressly to the assumption by the grantee or transferee of the obligations of Landlord to be performed pursuant to the terms and the conditions of this Lease.

50. Interest on Past-Due Obligations. Except as expressly herein provided otherwise, any amount due Landlord by Tenant not paid when due shall bear interest at fifteen percent (15%) per annum (the "Overdue Interest Rate") from the date due. Payment of such interest shall not excuse or cure any default of Tenant or Landlord under this Lease, provided, however, that interest shall not be payable on late charges incurred by Tenant nor on any amounts upon which late charges are paid by Tenant.

51. Non-recourse to Landlord. Notwithstanding anything contained herein to the contrary, Tenant agrees that Landlord shall have no personal liability with respect to any of the provisions of this Lease, and this Lease shall be non recourse to Landlord. Tenant shall look solely to the estate and property of Landlord in the Leased Premises for the satisfaction of Tenant's remedies, including without limitation, the collection of any judgment or the enforcement of any other judicial process requiring the payment or expenditures of money by Landlord in the event of any default or breach by Landlord with respect to any of the terms and provisions of this Lease to be observed and/or performed by Landlord, subject, however, to the prior rights of any holder of any mortgage covering all or part of the Building and Lot, and no other assets of Landlord or any partner (whether general or limited) of Landlord shall be subject to levy, execution or other judicial process for the satisfaction of Tenant's claim and in the event Tenant obtains a judgment against Landlord, the judgment docket shall be so noted. If the Leased Premises are transferred or conveyed, Landlord, and partners of Landlord, who may hereinafter be joined to this Lease, (whether general or limited) shall be relieved of all covenants and obligations under this Lease thereafter. This Section shall inure to the benefit of Landlord's successors and assigns and their respective principals.

52. Guarantors. In order to induce Landlord to enter into this Lease, the guarantors named below, the general partner of the Tenant, have agreed, by executing this Lease, to guarantee the performance of each and ever term hereof by the Tenant under this Lease and shall be liable for each and every obligation of Tenant hereunder. Landlord may exercise any available remedy against the Guarantors. Any term or condition of this Lease may be modified by the Landlord and Tenant without prompt and faithful notice to or consent of the Guarantor who shall remain liable hereunder.

53. Authority. The individuals executing this Lease on behalf of Tenant have the full power and authority to bind Tenant to the terms hereof.

54. Landlord's Use of The Tower. During the Term of this Lease, Tenant shall permit Landlord, its affiliates, subsidiaries and other tenants of the Property ("Permitted Users") to erect on and/or connect to a Tower selected by Tenant, one 2-way radio antennae for the private use of the Permitted Users, provided any such antenna shall comply with all applicable regulations and be maintained by the Permitted Users, at Landlord's sole cost, expense and responsibility, provided, however, the direction of and frequency transmitted by such antenna does not interfere with the use of the Towers and the signals broadcasted therefrom by the Tenant.

55. Option to Construct Third Tower

a. Tenant shall have the option to construct on the Leased Premiss a third tower spaced 273 feet from Tower #2 as depicted on Exhibit B, in a straight line, bearing 0°0'0" true north  $\pm$  approximately 10'. If Tenant shall so elect, the requirements of Paragraph 12 hereof must be complied with, without exception.

b. In such an event, the Additional Rent payable hereunder shall also increase by the proportionate increase in the Leased Premises. In the event Tenant shall abandon the use of a Tower, at any time, the Base Rent shall not be reduced or abated, in whole or in part.

c. In the event Tenant exercises its option as provided herein, the Leased Premises shall be modified to include the area with the fencing surrounding the third Tower and in such case, Tenant shall have a similar license to construct and maintain Radials. All other terms and conditions of this Lease Agreement shall apply to the third Tower.

56. Tower Replacement. As a material inducement for Landlord to enter into this Lease, Tenant shall, at its sole cost and expense, cause the Towers, in existence as of the Commencement Date, to be replaced, as follows:

a. Each Tower shall be replaced on a staggered basis commencing with Tower #1 as designated on Exhibit B.

b. All work shall be performed in accordance with Paragraph 12 of this Lease.

c. All work shall be completed within ninety (90) days of the Commencement Date, except for the construction of the third Tower.

Tenant has the option, in connection with the Tower Replacement, to demolish the Transmission Building and either relocate or construct a new Transmission Building adjacent to Tower #2, as designated on Exhibit B.

Any delay on the part of the Tenant to complete the replacement of the Towers, as required above, other than force majeure, and further except for the third Tower, shall result in the imposition of a fee in the amount of One Hundred Dollars (\$100.00) for each day beyond the ninetieth (90th) day following the Commencement Date (other than as extended due to force majeure) until the work is completed to Landlord's satisfaction.

In addition to the requirements of Paragraph 12, the replacement Towers shall be of the self supporting type, requiring no guy wires for support.

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

LANDLORD:

TENANT:

MCK REAL ESTATE CORPORATION

MEGA BROADCASTING OF  
PHILADELPHIA, LIMITED PARTNERSHIP

By: 

Jeffrey D. Congdon, President

By: Mega Broadcasting Corp.,  
General Partner

By: \_\_\_\_\_

Alfredo Alonso, President

Attest: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

AS GUARANTOR:

MEGA BROADCASTING CORP.,  
A New Jersey Corporation

By: \_\_\_\_\_

Alfredo Alonso, President

Attest: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

LANDLORD:

TENANT:

MCK REAL ESTATE CORPORATION

MEGA BROADCASTING OF  
PHILADELPHIA, LIMITED PARTNERSHIP

By: \_\_\_\_\_  
Jeffrey D. Congdon, President

By: Mega Broadcasting Corp.,  
General Partner

By: \_\_\_\_\_  
Alfredo Alonso, President

Attest: \_\_\_\_\_

Name:  
Title:

AS GUARANTOR:  
MEGA BROADCASTING CORP.,  
A New Jersey Corporation

By: \_\_\_\_\_  
Alfredo Alonso, President

Attest: \_\_\_\_\_  
Name:  
Title:

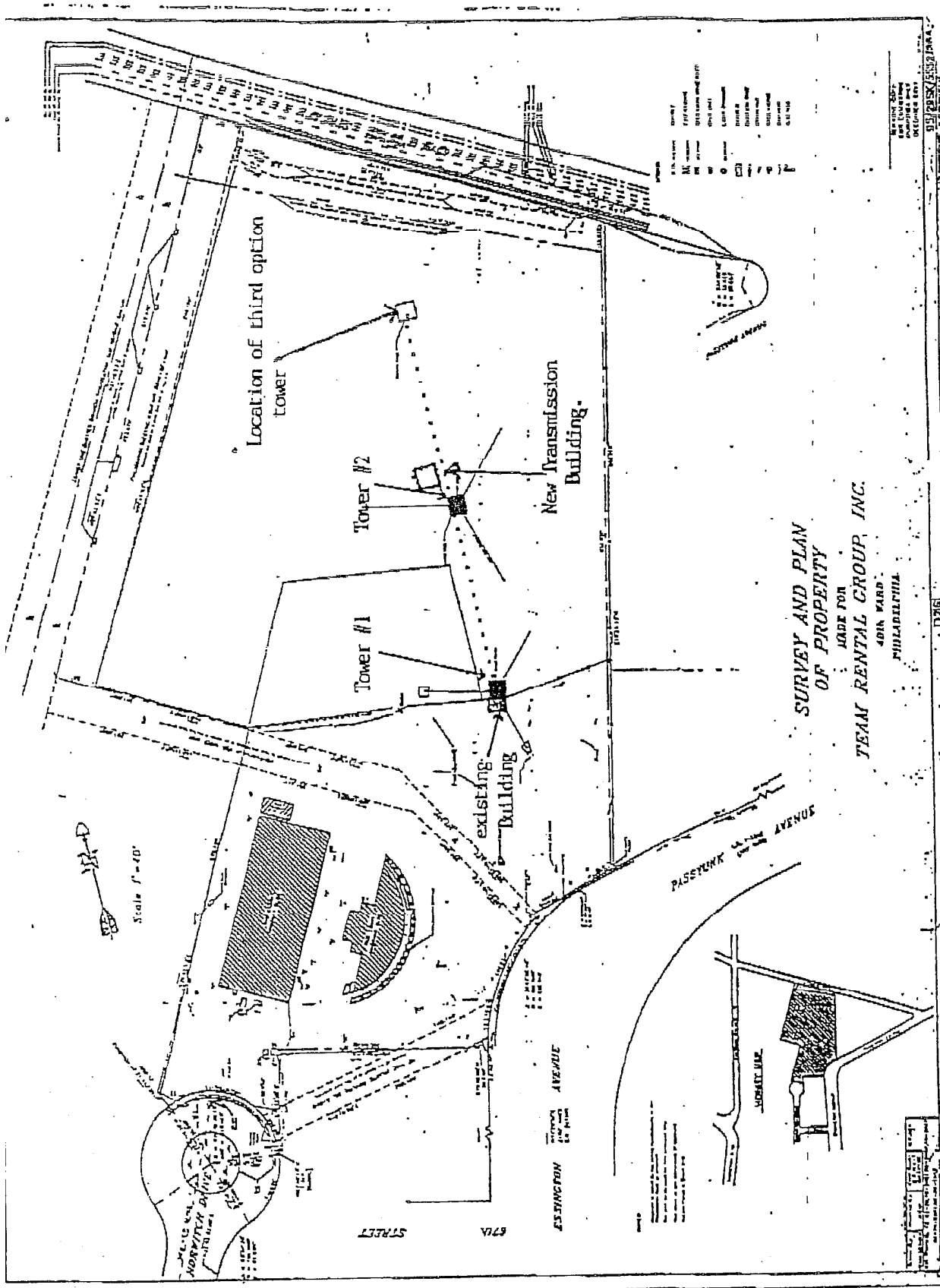
EXHIBIT "A"

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, SITUATE in the 7th Ward of the City of Philadelphia and described in accordance with a Survey and Plan of Property (95-298-5552 P364), made 3 / 2 / 1995 by William L. Hutchison, Surveyor and Regulator of the 7th Survey District.

BEGINNING at a point on the Northwestern side of Essington Avenue (177 feet wide, Pennsylvania Legislative Route #67311), the following two courses and distances from the Northeast side of 67th Street (80 feet wide): (1) North 14 degrees, 21 minutes, 18 seconds East along the Northwestern side of said Essington Avenue the distance of 570.314 feet to a point of curve; (2) on the arc of a circle curving to the right having a radius of 260.000 feet the distance of 13.316 feet; thence extending from said point of beginning South 78 degrees, 18 minutes, 08 seconds East along a portion of the Southern side of a 40 feet wide Atlantic Pipeline Company Right-of-Way the distance of 1,020 feet to a point; thence extending North 75 degrees, 36 minutes, 42 seconds West partially crossing the bed of said 40 feet wide Atlantic Pipeline Company Right-of-Way the distance of 260.943 feet to a point; thence extending South 14 degrees, 21 minutes, 18 seconds West partially re-crossing the bed of said 40 feet wide Atlantic Pipeline Company Right-of-Way the distance of 147.470 feet to a point; thence extending North 82 degrees, 10 minutes, 18 seconds West, the distance of 1,367 feet to a point on the Southeast side of a cul-de-sac of Norwitch Drive (100 feet radius); thence extending Northwestwardly on the arc of a circle curving to the left along said cul-de-sac of Norwitch Drive and partially crossing the head of the bed of said 40 feet wide Atlantic Pipeline Company Right-of-Way having a radius of 100.000 feet the arc distance of 210.487 feet to a point; thence extending North 22 degrees, 45 minutes, 18.28 seconds West the distance of 25.000 feet to a point; thence extending North 25 degrees, 45 minutes, 2 seconds East, partially crossing the bed of a 50 feet wide Right-of-Way for Water Main the distance of 522.720 feet to a point on the Northeast side of said 50 feet wide Right-of-Way for Water Main; thence extending North 3 degrees, 14 minutes, 08 seconds West, along the Northeast side of said 50 feet wide Right-of-Way for Water Main and partially crossing the bed of a 55 feet wide Philadelphia Electric Company Right-of-Way the distance of 31.00 feet to a point on the Northwestern side of said 55 feet wide Philadelphia Electric Company Right-of-Way and on the Southeast side of a 73 feet wide Right-of-Way for the Chester Branch Philadelphia and Reading Railway; thence extending North 29 degrees, 45 minutes, 52 seconds East, along the Northwestern side of said 55 feet wide Philadelphia Electric Company Right-of-Way and along the Southeast side of said 73 feet wide Right-of-Way for the Chester Branch Philadelphia and Reading Railway the distance of 723.479 feet to a point on the condemnation line for transit purposes being the Airport High Speed Line; thence extending South 55 degrees, 02 minutes, 35.27 seconds East along the said condemnation line the distance of 591.430 feet to a point; thence extending South 14 degrees, 21 minutes, 18 seconds West, the distance of 855.737 feet to a point; thence extending South 43 degrees, 0 minutes, 17 seconds East, the distance of 10.285 feet to a point on the Northwestern side of said Passyunk Avenue (variable width, Pennsylvania Legislative Route #67310); thence extending the following five courses and distances which form the intersection of the Northwestern side of said Passyunk Avenue with the Northwestern side of aforesaid Essington Avenue: (1) South 78 degrees, 18 minutes, 08 seconds West, the distance of 41.498 feet to point of curvature; (2) on the arc of a circle curving to the left having a radius of 254.000 feet the arc distance of 5.137 feet to a point (not tangent); (3) South 78 degrees, 18 minutes, 08 seconds West, the distance of 45.435 feet to a point on the Northeast side of a 25 feet wide Right-of-Way for Water Main which communicates with the aforementioned 50 feet wide Right-of-Way for Water Main; (4) South 14 degrees, 21 minutes, 18 seconds West along a portion of the head of the bed of said 25 feet wide Right-of-Way for Water Main the distance of 8.495 feet to a point; (5) on the arc of a circle curving to the left having a radius of 260.000 feet partially crossing the remaining portion of the head of the bed of said 25 feet wide Right-of-Way for Water Main and partially crossing the head of the bed of the aforementioned 40 feet wide Atlantic Pipeline Company Right-of-Way the arc distance of 180.565 feet to the first mentioned point and place of BEGINNING.

BEING No. 6501 Essington Avenue. REGISTRY Nos. 50519-28 and 50520-35. STREET Code No. 32200-06501.





Notes:

- Radials to be subsurface no more than 6 inches, and shall not interfere with storm water management system.
- Fencing to be installed around tower foundation, approx. at perimeter of shaded area.

EXHIBIT B

Exhibit B-1

The Towers

The Towers consist of two 240-foot high vertical guyed steel towers (subject to replacement, as provided in Paragraph 57 of the Lease) located at north latitude  $39^{\circ}55'05''$  west longitude  $75^{\circ}13'19''$ , spaced 273 feet on a line bearing  $0^{\circ}0'0''$  true north, constructed on foundations and having a ground system of no.10 bare copper wire radials buried to a depth of six inches radiating about the base of each tower 250 feet to 350 feet except where limited by property lines, interspersed with fifty foot radials buried to a depth of six inches. The Towers include the foundations, the guy wires (if any) and anchors and the radials.

## CONSENT TO ASSIGNMENT

The undersigned hereby consents to the assignment of the Lease Agreement between MCK Real Estate Corporation and Mega Broadcasting of Philadelphia, Limited Partnership (the "Tenant"), dated January 1, 1997 (the "Lease") by the transfer of the partnership interests in Tenant to Mega Communications of Philadelphia, L.L.C., as general partner; and Mega Communications, Inc., as limited partner.

This consent shall not constitute a release by the undersigned of any obligations required to be observed or performed by the Tenant or Mega Broadcasting Corporation, a New Jersey corporation, the guarantor under the Lease.

Dated: November 24, 1998

MCK REAL ESTATE CORPORATION

By: 

Name: Jeffrey D. Congdon  
Title:

**DELPAR, L.P.**  
2011 Walnut Street  
Philadelphia, PA 19103-4403



Tel: 215 568-1464

Fax: 215 568-4275

e-mail: pfbogatin@juno.com

November 7, 2001

Mega Communications, Inc.  
1080 N. Delaware Avenue  
Suite 500  
Philadelphia, PA 19125

Re: Suite #504  
1080 N. Delaware Avenue  
Philadelphia, PA 19125

Attn: Mr. Arthur Camiolo

Dear Art:

For the records sake I want to write you this confirmation regarding the small additional suite you will occupy as referenced above.

The suite, including a common area (normal for high use buildings) come to 850-sq. ft. at \$12.00 per sq. ft. which comes to \$850.00 per month, \$10,200 per annum. Your lease will begin on January 1, 2002, and will run along with your present lease.

I hope this is in line with your needs, and thank you for the opportunity.

Very truly yours,  
DELPAR, L.P.

Philip F. Bogatin

P.S. This letter negates our previous letter of October 4, 2001

1020-34 to 1106-1125 No. Delaware Avenue  
"The Hub of Delaware Avenue"

General Headquarters: 4129 Kottler Drive, Lafayette Hill, PA 19444

Revised June 1970

**Lease Agreement**

This Agreement, MADE THE 18<sup>th</sup> day of JUNE  
 one thousand nine hundred and NINETY SEVEN (1997), by and between  
DELPAR, L.P.

(hereinafter called Lessor), of the one part, and MEGA BROADCASTING CORPORATION

(hereinafter called Lessee), of the other part.

WITNESSETH THAT: Lessor does hereby demise and let unto SUITE #504, 3,000 RENTABLE SQ. FT.  
AT: 1080 NORTH DELAWARE AVENUE  
PHILADELPHIA, PA 19125

in the CITY of PHILADELPHIA State of Pennsylvania, to be used and occupied as  
A RADIO STATION

for the term of FIVE (5) YEARS beginning the FIRST day of JULY  
one thousand nine hundred and NINETY SEVEN (1997), and ending the 30TH day of JUNE  
two thousand and two (2002) for the minimum rental of

SEE BELOW

(Dollars) (\$ \_\_\_\_\_), lawful money of the United States of America, payable  
 in monthly installments in advance during the said term of this lease, or any renewal hereof, in sums of \_\_\_\_\_

Dollars (\$ \_\_\_\_\_) on the \_\_\_\_\_ day of each month, rent to begin from the \_\_\_\_\_ day of  
 19\_\_\_\_, the first installment to be paid at the time of signing this lease.

YEAR 1	\$2,000.00 PER MONTH	FULL SERVICE INCLUDING ALL UTILITIES.
YEAR 2	\$2,250.00 PER MONTH	FULL SERVICE INCLUDING ALL UTILITIES.
YEAR 3	\$2,250.00 PER MONTH	FULL SERVICE INCLUDING ALL UTILITIES.
YEAR 4	\$2,317.50 PER MONTH	FULL SERVICE INCLUDING ALL UTILITIES.
YEAR 5	\$2,387.00 PER MONTH	FULL SERVICE INCLUDING ALL UTILITIES.

If Lessor is unable to give Lessee possession of the demised premises, as herein provided, by reason of the holding over of a previous occupant, or by reason of any cause beyond the control of the Lessor, the Lessor shall not be liable in damages to the Lessee therefor, and during the period that the Lessor is unable to give possession, all rights and remedies of both parties hereunder shall be suspended.

(a) Lessee agrees to pay as rent in addition to the minimum rental herein reserved any and all sums which may become due by reason of the failure of Lessee to comply with all the covenants of this lease and pay any and all damages, costs and expenses which the Lessor may suffer or incur by reason of any default of the Lessee or failure on his part to comply with the covenants of this lease, and each of them, and also any and all damages of the demised premises caused by any act or neglect of the Lessee.

(b) Lessee further agrees to pay as rent in addition to the minimum rental herein reserved all taxes assessed or imposed upon the demised premises and/or the building of which the demised premises is a part during the term of this lease, in excess of and over and above those assessed or imposed at the time of making this lease. The amount due hereunder on account of such taxes shall be apportioned for that part of the first and last calendar years covered by the term hereof. The same shall be paid by Lessee to Lessor on or before the first day of July of each and every year.

(c) Lessee further agrees to pay to Lessor as additional rent all increase or increases in fire insurance premiums upon the demised premises and/or the building of which the demised premises is a part, due to an increase in the rate of fire insurance in excess of the rate on the demised premises at the time of making this lease, if said increase is caused by any act or neglect of the Lessee or the nature of the Lessee's business.

(d) Lessee further agrees to pay as additional rent, if there is a metered water connection to the said premises, all charges for water consumed upon the demised premises in excess of the yearly minimum meter charge and all charges for repairs to the said meter or meters on the premises, whether such repairs are made necessary by ordinary wear and tear, freezing, hot water, accident or other causes, immediately when the same become due.

(e) Lessee further agrees to pay as additional rent, if there is a metered water connection to said premises, all sewer rental or charges for use of sewers, sewage system, and sewage treatment works servicing the demised premises in excess of the yearly minimum of such sewer charges, immediately when the same become due.

All rents shall be payable without prior notice or demand at the office of Lessor in

2011 WALNUT STREET  
PHILADELPHIA, PA 19103

or at such other place as Lessor may from time to time designate by notice in writing.

Lessee covenants and agrees that he will without demand

(a) Pay the rent and all other charges herein reserved as rent on the days and times and at the place that the same are made payable, without fail, and if Lessor shall at any time or times accept said rent or rent charges after the same shall have become due and payable, such acceptance shall not excuse delay upon subsequent occasions, or constitute or be construed as a waiver of any of Lessor's rights. Lessee agrees that any charge or payment herein reserved, included or agreed to be treated or collected as rent and/or any other charges or taxes, expenses, or costs herein agreed to be paid by the Lessee may be proceeded for and recovered by the Lessor by distraint or other process in the same manner as rent due and in arrears.

(b) Keep the demised premises clean and free from all ashes, dirt and other refuse matter; replace all glass windows, doors, etc., broken; keep all waste and drain pipes open; repair all damage to plumbing and to the premises in general; keep the same in good order and repair as they now are, reasonable wear and tear and damage by accidental fire or other casualty not occurring through negligence of Lessee or those employed by or acting for Lessee, excepted. The Lessee shall be responsible for the maintenance of the premises.

regulation applicable to Lease or his use of the premises provided, and save Lease harmless from penalties, fines, costs or damages resulting from failure to do so.

(d) Use every reasonable precaution against fire.

(e) Comply with rules and regulations of lower promulgated as mentioned provided

delivering to Lessor at his office all keys for the demised premises.

(f) Give to Lessor prompt written notice of any accident, fire, or damage occurring on or to the demised premises.

17. Lessee shall be responsible for the condition of the pavement, curb, cellar doors, awnings and other erections in the pavement during the term of this lease; shall keep the pavement free from snow and ice; and shall be and hereby agree that Lessee is solely liable for any accidents, due or alleged to be due to the defective condition, or to any accumulations of snow and ice.

(4) The Lessee agrees that if, with the permission in writing of Lessor, Lessee shall vacate or decide at any time during the term of this lease, or any renewal thereof, to vacate the herein demised premises prior to the expiration of this lease, or any renewal thereof, Lessee will not cause or allow any other agent to represent Lessee in any sub-letting or reletting of the demised premises other than an agent approved by the Lessor.

\_\_\_\_\_ and that should Lessee do so or attempt to do so, the  
 Lessor \_\_\_\_\_ may remove any signs that may be placed on or about the  
 demised premises by such other agent without any liability to Lessor or to said agent, the Lessor assuming all responsibility for such action.  
 Lessee covenants and agrees that he will do none of the following things:

(a) Occupy the demised premises in any other manner or for any other purpose than that for which they were let.

(b) Assign, mortgage or pledge this lease or under-let or sub-lease the demised premises, or any part thereof, or permit any other person, firm or corporation to occupy the demised premises, or any part thereof; nor shall any assignee or sub-lessee assign, mortgage or pledge this lease or such sub-lease, without an additional written consent by the Lessor, and without such consent no such assignment, mortgage or pledge shall be valid. If the Lessee becomes embarrassed or insolvent, or makes an assignment for the benefit of creditors, or if a petition in bankruptcy is filed by or against the Lessee or a bill in equity or other proceeding for the appointment of a receiver for the Lessee is filed, or if the real or personal property of the Lessee shall be sold or levied upon by any Sheriff, Marshall or Constable, the same shall be a violation of this covenant.

(c) Place or allow to be placed any stand, booth, sign or show case upon the doorsteps, vestibules or outside walls or pavements of said premises, or paint, place, erect or cause to be painted, placed or erected any sign, projection or device on or in any part of the premises. Lessee shall remove any sign, projection or device painted, placed or erected. If permission has been granted and restore the walls, etc., to their former conditions, at or prior to the expiration of this lease. In case of the breach of this covenant (in addition to all other remedies given to Lessor in case of breach of any covenants or covenants of this lease) Lessor shall have the privilege of removing said stand, booth, sign, show case, projection or device, and restoring said walls, etc., to their former condition, and Lessee, at Lessor's option, shall be liable to Lessor for any and all expenses so incurred by Lessor.

(d) Make any alterations, improvements, or additions to the demised premises. All alterations, improvements, additions or fixtures, whether installed before or after the execution of this lease, shall remain upon the premises at the expiration or sooner determination of this lease and become the property of Lessor, unless Lessor shall, prior to the determination of this lease, have given written notice to Lessee to remove the same, in which event Lessee will remove such alterations, improvements and additions and restore the premises to the same good order and condition in which they now are. Should Lessee fail so to do, Lessor may do so, collecting, at Lessor's option, the cost and expense thereof from Lessee as additional rent.

(e) Use or operate any machinery that, in Lessor's opinion, is harmful to the building or disturbing to other tenants occupying other parts thereof.

(f) Place any weights in any portion of the demised premises beyond the safe carrying capacity of the structure.

(g) Do or suffer to be done, any act, matter or thing objectionable to the fire insurance companies whereby the fire insurance or any other insurance now in force or hereafter to be placed on the demised premises, or any part thereof, or on the building of which the demised premises may be a part, shall become void or suspended, or whereby the same shall be rated as a more hazardous risk than at the date of execution of this lease, or employ any person or persons objectionable to the fire insurance companies or carry or have any benzine or explosive matter of any kind in and about the demised premises. In case of a breach of this covenant (in addition to all other remedies given to Lessor in case of the breach of any of the conditions or covenants of this lease) Lessee agrees to pay to Lessor as additional rent any and all increase or increases of premiums on insurance carried by Lessor on the demised premises, or any part thereof, or on the building of which the demised premises may be a part, caused in any way by the occupancy of Lessee.

(h) Remove, attempt to remove or manifest an intention to remove Lessee's goods or property from or out of the demised premises otherwise than in the ordinary and usual course of business, without having first paid and satisfied Lessor for all rent which may become due during the entire term of this lease.

(i) Vacate or desert said premises during the term of this lease, or permit the same to be empty and unoccupied. Lessee covenants and agrees that Lessor shall have the right to do the following things and matters in and about the demised premises:

(a) At all reasonable times by himself or his duly authorized agents to go upon and inspect the demised premises and every part thereof, and/or at his option to make repairs, alterations and additions to the demised premises or the building of which the demised premises is a part.

(b) At any time or times and from time to time to make such rules and regulations as in his judgment may from time to time be necessary for the safety, care and cleanliness of the premises, and for the preservation of good order therein. Such rules and regulations shall, when noticed thereof is given to Lessee, form a part of this lease.

(c) To display a "For Sale" sign at any time, and also, after notice from either party of intention to determine this lease, or at any time within three months prior to the expiration of this lease, a "For Rent" sign, or both "For Rent" and "For Sale" signs; and all of said signs shall be placed upon such part of the premises as Lessor may elect and may contain such matter as Lessor shall require. Prospective purchasers or tenants authorized by Lessor may inspect the premises at reasonable hours at any time.

(d) The Lessor may discontinue all facilities furnished and services rendered, or any of them, by Lessor, not expressly covenanted for herein, it being understood that they constitute no part of the consideration for this lease.

(a) Lessee agrees to be responsible for and to relieve and hereby relieves the Lessor from all liability by reason of any injury or damage to any person or property in the demised premises, whether belonging to the Lessee or any other person, caused by any fire, breakage or leakage in any part or portion of the demised premises, or any part or portion of the building of which the demised premises is a part, or from water, rain or snow that may leak into, issue or flow from any part of the said premises, or of the building of which the demised premises is a part, or from the drains, pipes, or plumbing work of the same, or from any place or quarter, whether such breakage, leakage, injury or damage be caused by or result from the negligence of Lessor or his servants or agents or any person or persons whatsoever.

(b) Lessee also agrees to be responsible for and to relieve and hereby relieves Lessor from all liability by reason of any damage or injury to any person or thing which may arise from or be due to the use, misuse or abuse of all or any of the elevators, latches, openings, stairways, hallways, of any kind whatsoever, which may exist or hereafter be erected or constructed on the said premises, or from any kind of injury which may arise from any other cause whatsoever on the said premises or the building of which the demised premises is a part, whether such damage, injury, loss, misuse or abuse be caused by or result from the negligence of Lessor, his servants or agents or any other person or persons whatsoever.

(a) In the event that the demised premises is totally destroyed or so damaged by fire or other casualty not occurring through fault or negligence of the Lessee or those employed by or acting for him, that the same cannot be repaired or restored within a reasonable time, this lease shall absolutely cease and determine, and the rent shall abate for the balance of the term.

(b) If the damage caused as above be only partial and such that the premises can be restored to their then condition within a reasonable time, the Lessor may, at his option, restore the same with reasonable promptness, reserving the right to enter upon the demised premises for that purpose. The Lessor also reserves the right to enter upon the demised premises whenever necessary to repair damage caused by fire or other casualty to the building of which the demised premises is a part, even though the effect of such entry be to render the demised premises or a part thereof untenable. In either event the rent shall be apportioned and suspended during the time the Lessor is in possession, taking into account the proportion of the demised premises rendered untenable and the duration of the Lessor's possession. If a dispute arises as to the amount of rent due under this clause, Lessee agrees to pay the full amount claimed by Lessor. Lessee shall, however, have the right to proceed by law to recover the excess payment, if any.

(c) Lessor shall make such election to repair the premises or terminate this lease by giving notice thereof to Lessee at the leased premises within thirty days from the day Lessor received notice that the demised premises had been destroyed or damaged by fire or other casualty.

(d) Lessor shall not be liable for any damage, compensation or claim by reason of inconvenience or annoyance arising from the necessity of repairing any portion of the building, the interruption in the use of the premises, or the termination of this lease by reason of the destruction of the premises.

(e) The Lessor has let the demised premises in their present condition and without any representations on the part of the Lessor, his officers, employees, servants and/or agents. It is understood and agreed that Lessor is under no duty to make repairs or alterations at the time of letting or at any time thereafter.

(f) It is understood and agreed that the Lessor hereof does not warrant or undertake that the Lessee shall be able to obtain a permit under any Zoning Ordinance or Regulation for such use as Lessee intends to make of the said premises, and nothing in this lease contained shall obligate the Lessor to assist Lessee in obtaining said permits; the Lessee further agrees that in the event a permit cannot be obtained by Lessee under any Zoning Ordinance or Regulation, this lease shall not terminate without Lessor's consent, and the Lessee shall use the premises only in a manner permitted under such Zoning Ordinance or Regulation.

(a) No contract entered into or that may be subsequently entered into by Lessor with Lessee, relative to any alterations, additions, improvements or repairs, nor the failure of Lessor to make such alterations, additions, improvements or repairs as required by any such contract, nor the making by Lessor or his agents or contractors of such alterations, additions, improvements or repairs shall in any way affect the payment of the rent or said other charges at the time specified in this lease.

(b) It is hereby expressly agreed and understood that the said FLYNN COMPANY is acting as agent only and shall not in any event be held liable to the owner or to Lessee for the fulfillment or non-fulfillment of any of the terms or conditions of this lease, or for any action or proceedings that may be taken by the owner against Lessee, or by Lessee against the owner.

(c) It is hereby covenanted and agreed, any law, usage or custom to the contrary notwithstanding, that Lessor shall have the right at all times to enforce the covenants and provisions of this lease in strict accordance with the terms hereof, notwithstanding any conduct or custom on the part of the Lessor in refraining from so doing at any time or times; and, further, that the failure of Lessor at any time or times to enforce his rights under said covenants and provisions strictly in accordance with the same shall not be construed as having created a custom in any way or manner contrary to the specific terms, provisions and covenants of this lease or as having in any way or manner modified the same.

(d) This lease is granted upon the express condition that Lessee and/or the occupants of the premises herein leased, shall not conduct themselves in a manner which the Lessor in his sole opinion may deem improper or objectionable, and that if at any time during the term of this lease or any extended or continuation thereof, Lessee or any occupier of the said premises shall have conducted himself, herself or themselves in a manner which Lessor in his sole opinion deems improper or objectionable, Lessee shall be taken to have broken the covenants and conditions of this lease, and Lessor will be entitled to all of the rights and remedies granted and reserved herein for the Lessor's failure to observe any of the covenants and conditions of this lease.

(e) In the event of the failure of Lessee promptly to perform the covenants of Section 1(b) hereof, Lessor may go upon the demised premises and perform such covenants, the cost thereof, at the sole option of Lessor, to be charged to Lessee as additional and delinquent rent.

If the Lessee

...of Lessee is not and/or any other charge, expense, or cost herein agreed to be paid by the Lessee, or

(b) Violates or fails to perform or otherwise breaks any covenant or agreement herein contained; or

(c) Vacates the demitted premises or removes or attempts to remove or manifests an intention to remove any goods or property therefrom otherwise than in the ordinary and usual course of business without having first paid and satisfied the Lessor in full for all rent and other charges then due or that may thereafter become due until the expiration of the then current term, above mentioned; or

(d) Becomes embarrassed or insolvent, or makes an assignment for the benefit of creditors, or if a petition in bankruptcy is filed by or against the Lessee, or a bill in equity or other proceeding for the appointment of a receiver for the Lessee is filed, or if proceedings for reorganization or for composition with creditors under any State or Federal law be instituted by or against Lessee, or if the real or personal property of the Lessee shall be sold or levied upon by any Sheriff, Marshal or Constable;

then and in any or either of said events, there shall be deemed to be a breach of this lease, and thereupon less facts and without entry or other action by Lessor;

(1) The rent for the entire unexpired balance of the term of this lease, as well as all other charges, payments, costs and expenses herein agreed to be paid by the Lessee, or at the option of Lessor any part thereof, and also all costs and officers' commissions including watchman's wages and further including the five percent chargeable by Act of Assembly to the Lessor, shall, in addition to any and all installments of rent already due and payable and in arrears and/or any other charge or payment herein reserved, included or agreed to be treated or collected as rent, and/or any other charge, expense or cost herein agreed to be paid by the Lessee which may be due and payable and in arrears, be taken to be due and payable and in arrears as if by the terms and provisions of this lease, the whole balance of unpaid rent and other charges, payments, taxes, costs and expenses were on that date payable in advance; and if this lease or any part thereof is assigned, or if the premises or any part thereof is sub-let, Lessee hereby irrevocably constitutes and appoints Lessor Lessee's agent to collect the rents due by such assignee or sub-lessee and apply the same to the rent due hereunder without in any way affecting Lessor's obligation to pay any unpaid balance of rent due hereunder;



(2) This lease and the term hereby created shall determine and become absolutely void without any right on the part of the Lessee to save the forfeiture by payment of any sum due or by other performance of any condition, term or covenant broken; whereupon, Lessor shall be entitled to recover damages for such breach in an amount equal to the amount of rent reserved for the balance of the term of this lease, less the fair rental value of the said demised premises, for the residue of said term.

In the event of any default as above set forth in Section 14, the Lessor, or anyone acting on Lessor's behalf, at Lessor's option:

(a) may without notice or demand enter the demised premises, breaking open locked doors if necessary to effect entrance, without liability to action for prosecution or damages for such entry or for the manner thereof, for the purpose of distraining or levying and for any other purposes, and take possession of and sell all goods and chattels at auction, on three days' notice served in person on the Lessee or left on the premises, and pay the said Lessee out of the proceeds, and even if the rent be not due and unpaid, should the Lessee at any time remove or attempt to remove goods and chattels from the premises without leaving enough thereon to meet the next periodical payment, Lessee authorizes the Lessor to follow for a period of sixty days after such removal, take possession of and sell at auction, upon like notice, sufficient of such goods to meet the proportion of rent accrued at the time of such removal; and the Lessee hereby releases and discharges the Lessor, and his agents, from all claims, actions, suits, damages, and penalties, for or by reason or on account of any entry, distraint, levy, appraisement or sale; and/or

(b) may enter the premises, and without demand proceed by distress and sale of the goods there found to levy the rent and/or other charges herein payable as rent, and all costs and officers' commissions, including watchmen's wages and sums chargeable to Lessor, and further including a sum equal to 5% of the amount of the levy as commission to the constable or other person making the levy, shall be paid by the Lessee, and in such case all costs, officers' commission and other charges shall immediately attach and become part of the claims of Lessor for rent, and any tender of rent without said costs, commission and charges made after the issue of a warrant of distress shall not be sufficient to satisfy the claim of the Lessor. Lessee hereby expressly waives in favor of Lessor the benefit of all laws now made or which may hereafter be made regarding any limitation as to the goods upon which, or the time within which, distress is to be made after removal of goods, and further releases the Lessor of the obligations of proving or identifying such goods, it being the purpose and intent of this provision that all goods of Lessee, whether upon the demised premises or not, shall be liable to distress for rent. Lessee waives in favor of Lessor all rights under the Act of Assembly of April 6, 1931, P. L. 69, and all supplements and amendments thereto that have been or may hereafter be passed, and authorizes the sale of any goods distrained for rent at any time after five days from said distraint without any appraisement and/or condemnation thereof.

(c) The Lessee further waives the right to issue a Writ of Replevin under the Pennsylvania Rules of Civil Procedure, No. 1071 etc. and Laws of the Commonwealth of Pennsylvania, or under any other law previously enacted and now in force, or which may be hereafter enacted, for the recovery of any articles, household goods, furniture, etc., seized under a distress for rent or levy upon an execution for rent, damages or otherwise; all waivers heretofore mentioned are hereby extended to apply to any such action; and/or

(d) may lease said premises or any part or parts thereof to such person or persons as may in Lessor's discretion seem best and the Lessee shall be liable for any loss of rent for the balance of the then current term.

If rent and/or any charges hereby reserved as rent shall remain unpaid on any day when the same ought to be paid, Lessor hereby empowers any Prothonotary, Clerk of Court or attorney of any Court of Record to appear for Lessor in any and all actions which may be brought for rent and/or the charges, payments, costs and expenses reserved as rent, or agreed to be paid by the Lessee and/or to sign for Lessee an agreement for entering in any competent Court an amicable action or actions for the recovery of rent or other charges, payments, costs and expenses, and in said suits or in said amicable action or actions to confess judgment against Lessee for all or any part of the rent specified in this lease and then unpaid including, at Lessor's option, the rent for the entire unexpired balance of the term of this lease, and/or other charges, payments, costs and expenses reserved as rent or agreed to be paid by the Lessee, and for interest and costs together with any attorney's commission of 5%. Such authority shall not be exhausted by one exercise thereof, but judgment may be confessed as aforesaid from time to time as often as any of said rent and/or other charges, payments, costs and expenses, reserved as rent shall fall due or be in arrears, and such powers may be exercised as well after the expiration of the original term and/or during any extension or renewal of this lease.

When this lease shall be determined by condition broken, either during the original term of this lease or any renewal or extension thereof, and also when and as soon as the term hereby created or any extension thereof shall have expired, it shall be lawful for any attorney as attorney for Lessee to file an agreement for entering in any competent Court an amicable action and judgment in adjustment against Lessee and all persons claiming under Lessor for the recovery by Lessor of possession of the herein demised premises, for which this lease shall be his sufficient warrant, whereupon, if Lessor so desires, a Writ of Execution or of Possession may issue forthwith, without any prior writ or proceedings whatsoever, and provided that if for any reason after such action shall have been commenced the same shall be determined and the possession of the premises hereby demised remain in or be restored to Lessee, Lessor shall have the right upon any subsequent default or defaults, or upon the termination of this lease as heretofore set forth, to bring one or more amicable action or actions as heretofore set forth to recover possession of the said premises.

In any amicable action of ejectment and/or for rent in arrears, Lessor shall first cause to be filed in such action an affidavit made by him or someone acting for him setting forth the facts necessary to authorize the entry of judgment, of which facts such affidavit shall be conclusive evidence and if a true copy of this lease (and of the truth of the copy such affidavit shall be sufficient evidence) be filed in such action, it shall not be necessary to file the original as a warrant of attorney, any rule of Court, custom or practice to the contrary notwithstanding.

Lessee expressly agrees that any judgment, order or decree entered against him by or in any Court or Magistrate by virtue of the powers of attorney contained in this lease, or otherwise, shall be final, and that he will not take an appeal, certiorari, writ of error, exception or objection to the same, or file a motion or rule to strike off or open or to stay execution of the same, and releases to Lessor and to any and all attorneys who may appear for Lessee all errors in the said proceedings, and all liability therefor. Lessee expressly waives the benefits of all laws, now or hereafter in force, exempting any goods on the demised premises, or elsewhere from distraint, levy or sale in any legal proceedings taken by the Lessor to enforce any rights under this lease. Lessee further waives the right of inquisition on any real estate that may be levied upon to collect any amount which may become due under the terms and conditions of this lease, and does hereby voluntarily condemn the same and authorizes the Prothonotary or Clerk of Court to issue a Writ of Execution or other process upon Lessee's voluntary condemnation, and further agrees that the said real estate may be sold on a Writ of Execution or other process. If proceedings shall be commenced by Lessor to recover possession under the Acts of Assembly, either at the end of the term or sooner termination of this lease, or for nonpayment of rent or any other reason Lessee specifically waives the right to the three months' notice and/or the fifteen or thirty days' notice required by the Act of April 6, 1931, P. L. 69, and agrees that five days' notice shall be sufficient in either or any other case.

The right to enter judgment against Lessee and to enforce all of the other provisions of this lease heretofore provided for may, at the option of any assignee of this lease, be exercised by any assignee of the Lessor's right, title and interest in this lease in his, her or their own name, notwithstanding the fact that any or all assignments of the said right, title and interest may not be executed and/or witnessed in accordance with the Act of Assembly of May 23, 1915, 1 Sm. L. 90, and all supplements and amendments thereto that have been or may hereafter be passed and Lessee hereby expressly waives the requirements of said Act of Assembly and any and all laws regulating the manner and/or form in which such assignments shall be executed and witnessed.

All of the remedies heretofore given to Lessor and all rights and remedies given to him by law and equity shall be cumulative and concurrent. No determination of this lease or the taking or recovering of the premises shall deprive Lessor of any of his remedies or actions against the Lessee for rent due at the time or which, under the terms hereof, would in the future become due as if there has been no determination, or for any and all sums due at the time or which, under the terms hereof, would in the future become due as if there had been no determination, nor shall the bringing of any action for rent or breach of covenant, or the resort to any other remedy herein provided for the recovery of rent be construed as a waiver of the right to obtain possession of the premises.

In the event that the premises demised or any part thereof is taken or condemned for a public or quasi-public use, this lease shall, as to the part so taken, terminate as of the date title shall vest in the condemnor, and rent shall abate in proportion to the square feet of leased space taken or condemned or shall cease if the entire premises be so taken. In either event the Lessee waives all claims against the Lessor by reason of the complete or partial taking of the demised premises, and it is agreed that the Lessee shall not be entitled to any notice whatsoever of the partial or complete termination of this lease by reason of the aforesaid.

This Agreement of Lease and all its terms, covenants and provisions are and each of them is subject and subordinate to any lease or other arrangement or right to possession, under which the Lessor is in control of the demised premises, to the rights of the owner or owners of the demised premises and of the land or buildings of which the demised premises are a part, to all rights of the Lessor's landlord and to any and all mortgages and other encumbrances now or hereafter placed upon the demised premises or upon the land and/or the buildings containing the same; and Lessee expressly agrees that if Lessor's tenancy, control, or right to possession shall terminate either by expiration, forfeiture or otherwise, then this lease shall thereupon immediately terminate and the Lessee shall, thereupon, give immediate possession; and Lessee hereby waives any and all claims for damages or otherwise by reason of such termination as aforesaid.

It is hereby mutually agreed that either party hereto may terminate this lease at the end of said term by giving to the other party written notice thereof at least 30 **DAYS** prior thereto, but in default of such notice, this lease shall continue upon the same terms and conditions in force immediately prior to the expiration of the term hereof as are herein contained for a further period of one year and so on from year to year unless or until terminated by either party hereto, giving the other 30 **DAYS** written notice for removal previous to expiration of the then current term; PROVIDED, however, that should this lease be continued for a further period under the terms heretofore mentioned, any allowances given Lessee on the rent during the original term shall not extend beyond such original term, and further provided, however, that if Lessor shall have given such written notice prior to the expiration of any term hereby created, of his intention to change the terms and conditions of this lease, and Lessee shall not within 30 **DAYS** from such notice notify Lessor of Lessee's intention to vacate the demised premises at the end of the then current term, Lessee shall be considered as Lessee under the terms and conditions mentioned in such notice for a further term as above provided, or for such further term as may be stated in such notice. In the event that Lessee shall give notice, as stipulated in this lease, of intention to vacate the demised premises at the end of the present term, or any renewal or extension thereof, and shall fail or refuse so to vacate the same on the date designated by such notice, then it is expressly agreed that Lessor shall have the option either (a) to disregard the notice so given as having no effect, in which case all the terms and conditions of this lease shall continue thereafter with full force precisely as if such notice had not been given, or (b) Lessor may, at any time within thirty days after the present term or any renewal or extension thereof, as aforesaid, give the said Lessee ten days' written notice of his intention to terminate the said lease; whereupon the Lessee expressly agrees to vacate said premises at the expiration of the said period of ten days specified in said notice. All powers granted to Lessor by this lease may be exercised and all obligations imposed upon Lessee by this lease shall be performed by Lessee as well during any extension of the original term of this lease as during the original term itself.

All notices required to be given by Lessor to Lessee shall be sufficiently given by leaving the same upon the demised premises, but notices given by Lessee to Lessor must be given by registered mail, and as against Lessor the only admissible evidence that notice has been given by Lessee shall be a registry return receipt signed by Lessor or his agent.

It is expressly understood and agreed by and between the parties hereto that this lease and the riders attached hereto and forming a part hereof set forth all the promises, agreements, conditions and understandings between Lessor or his Agents and Lessee relative to the demised premises, and that there are no promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. It is further understood and agreed that, except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this lease shall be binding upon Lessor or Lessee unless reduced to writing and signed by them.

on and  
admission

All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several and respective heirs, executors, administrators, successors and assigns of said parties; and if there shall be more than one Lessee, they shall all be bound jointly and severally by the terms, covenants and agreements herein, and the word "Lessee" shall be deemed and taken to mean each and every person or party mentioned as a Lessee herein, be the same one or more; and if there shall be more than one Lessee, any notice required or permitted by the terms of this lease may be given by or to any one thereof, and shall have the same force and effect as if given by or to all thereof. The words "his" and "him" wherever stated herein shall be deemed to refer to the "Lessor" and "Lessee" whether such Lessor or Lessee be singular or plural and irrespective of gender. No rights, however, shall inure to the benefit of any assignee of Lessee unless the assignment to such assignee has been approved by Lessor in writing as aforesaid.

Security Deposit

Lessee shall, upon execution hereof, deposit with Lessor as security for the performance of all the terms, covenants, and conditions of this lease, the sum of TWO THOUSAND DOLLARS (\$2,000.00)

This deposit is to be retained by Lessor until the expiration of this lease and shall be returnable to Lessee provided that (1) premises have been vacated; (2) Lessor shall have inspected the premises after such vacation; and (3) Lessee shall have complied with all the terms, covenants and conditions of this lease, in which event the deposit so paid hereunder shall be returned to Lessee; otherwise, said sum deposited hereunder or any part thereof may be retained by Lessor at his option, as liquidated damages, or may be applied by Lessor against any actual loss, damage or injury chargeable to Lessee hereunder or otherwise. If Lessor determines that such loss, damage or injury exceeds said sum deposited, Lessor's determination of the amount, if any, to be returned to Lessee shall be final. It is understood that the said deposit is not to be considered as the last rental due under the lease.

and/or the  
of Lessee

Any headings preceding the text of the several paragraphs and sub-paragraphs hereof are inserted solely for convenience of reference and shall not constitute a part of this lease, nor shall they affect its meaning, construction or effect.

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written, and intend to be legally bound thereby.

SEALED AND DELIVERED IN THE PRESENCE OF:

Beryl M. Ayler

DELPA, L.P. Philip F. Bogatin

(AGENT)

Beryl M. Ayler

MEGA BROADCASTING CORPORATION



**TERMS**

DELPA, L.P.

TO

MEGA BROADCASTING CORPORATION

Premises 1080 NORTH DELAWARE AVE.  
SUITE #504 FIFTH FLOOR  
PHILADELPHIA, PA 19125

Rent, \$            per           

Commence JULY 1, 1997

Expires JUNE 30, 2002

1992 John C. Clark Co., Phila.

Executors, Administrators, Successors and Assigns, with \_\_\_\_\_ right, title and interest in the within \_\_\_\_\_  
and all benefit and advantages to be derived therefrom.

WITNESS \_\_\_\_\_ hand and seal this \_\_\_\_\_ day of \_\_\_\_\_ A. D. 19\_\_\_\_

SEALED AND DELIVERED  
IN PRESENCE OF

ADDENDUM MADE THE DAY OF June, 1997 TO LEASE AGREEMENT BY AND BETWEEN  
DELPAR, L.P. HEREINAFTER CALLED "LESSOR", OF THE ONE PART, AND

MEGA BROADCASTING CORPORATION

HEREINAFTER CALLED "LESSEE", OF THE OTHER PART, FOR ALL THAT CERTAIN  
BUILDING LOCATED AT 1080 NORTH DELAWARE AVENUE, SUITE 504, PHILADELPHIA,  
PENNSYLVANIA, 19125 AS OUTLINED ON THE DIAGRAM ATTACHED TO THE SAID LEASE.

The parties hereto, intending to be legally bound hereby, anything in the said Lease Agreement to the contrary notwithstanding, do agree as follows:

31. In the event that any payment of rent or other moneys due under the Lease or under this Addendum shall remain unpaid for a period of ten (10) days after same shall become due, then there shall be paid, in addition to the said rent or other moneys due, a late charge at the rate of one and one-half (1-1/2%) percent per month for such overdue moneys until paid. In no event shall the late charge be less than one and one-half (1- 1/2%) percent of the sum overdue.

32. Lessor will maintain the roof. It is specifically understood and agreed that Lessor will maintain HVAC System, sewer mains, floors, walls, or any wearable fixtures such as hot water heaters, toilets, faucets, and any other wearable fixtures.

33. It is specifically understood and agreed that except for those items specified above, the costs of all repairs and maintenance are to be provided by and paid for by Lessee. Lessee shall also provide and pay for its own janitorial and cleaning services as well as its own trash removal.

34. From and after the date of this lease, and during the Lease term and all renewals and extensions thereof, Lessee shall, at all times, at Lessee's sole cost and expense, maintain and keep in force comprehensive liability insurance in a sum of at least One Million Dollars (\$1,000,000.00), naming Lessor, Delpar, L.P. as an additional insured thereunder, and covering both Lessee and Lessor against all claims from injuries and death and/or damage to property, in and about the demised premises, caused by Lessee or its agents, servants or employees. Such insurance shall, at all times, be prepaid in advance for one (1) year, and proof of the existence of such insurance, and current payment thereof, shall be required of Lessee at all times. All policies shall provide for thirty (30) days prior written notice to Lessor before cancellation. Lessee shall provide Lessor with a Certificate of Insurance indicating compliance with this paragraph.

35. All notices shall be in writing and sent by Certified Mail, Return Receipt Requested and, if to Lessor, shall be addressed as follows:

DELPAR, L.P.  
Philip F. Bogatin  
2011 Walnut Street  
Philadelphia, PA 19103

with a copy to:

Martin Pitkow, Esq.  
1760 Market Street, Suite 600  
Philadelphia, PA 19103

All notices to Lessee shall be addressed as follows:

Mega Broadcasting Corporation  
1080 North Delaware Avenue Suite #504  
Philadelphia, PA 19125

36. Should the noise from Lessee's operations prevent the quiet use and enjoyment of the premises by the adjoining tenant (s), Lessee agrees to install a sufficient sound-barrier wall or other sound-proofing or noise reducing devices between the demised premises and the area occupied by the adjoining tenant (s), so as to prevent such noise from interfering with the use and enjoyment of the premises by such adjoining tenant (s). However, Lessee's obligation to have such sound-barrier wall installed shall not arise until a complaint about such noise, if any, has been registered by the adjoining tenant (s) with Lessor and Lessor has given written notice of such complaint to Lessee, whereupon Lessee shall promptly commence such

37. Lessee is responsible for Business Use & Occupancy tax and any other taxes prescribed by any governmental agency. Office of the lessor will advise the lessee the amount due on a monthly basis.

38. Renewal Option: Lessee shall have the option to renew for five (5) additional years. Lessee must give written notice to Lessor no less than 90 days prior to the expiration of the Lease term of their intention to renew. Rent increases will not exceed 3% per annum for each year on the second five (5) year term.

## ADDENDUM CONTINUED

### 39. THE FOLLOWING IMPROVEMENTS WILL BE INCLUDED IN THE LEASE.

1. Erect walls in large room to create a conference room and a large office.
2. Paint the premises an antique white.
3. Clean the carpeting
4. In two offices, on the east side of the building, to be used as control rooms, we will carpet the walls.
5. One small office will be carpeted and a drop ceiling installed.
6. A sign may be attached to the wall near the entrance to the building with your firm's logo.
7. Eventually, permission is granted to install a "dish" on the roof of the building. Usual understanding of repair and maintenance for the account of the lessee.

## **ASSIGNMENT AND ASSUMPTION AGREEMENT (LEASE)**

This Assignment and Assumption Agreement (Lease) (this "Agreement") is entered into and is effective as of November 24, 1998, by and between Mega Broadcasting Corporation, a New Jersey corporation ("Assignor"), and Mega Communications of Philadelphia, L.L.C., a Delaware limited liability company ("Assignee").

### **Recitals**

Assignor desires to assign, transfer and convey to Assignee and Assignee desires to receive and assume from Assignor, all of Assignor's right, title and interest in and to the Lease between Delpar, L.P., on the one hand, and Assignor, on the other, dated June 18, 1997 (the "Lease").

### **Agreement**

In consideration of the mutual covenants and promises in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby irrevocably assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the Lease.
2. Assignee accepts the assignment, transfer and conveyance by Assignor of the Lease and hereby assumes and agrees to perform and discharge all of Assignor's obligations arising or accruing after the date hereof under the Lease, in accordance with their terms.
3. The assignment and assumption made hereunder is subject to the terms of the Asset Purchase Agreement among Assignor, Mega Communications, Inc., an affiliate of Assignee, and certain other parties, dated as of September 18, 1998 (the "Asset Purchase Agreement"), and is made without any other representation, warranty, covenant, limitation or provision, express or implied, except as otherwise provided in the Asset Purchase Agreement.
4. This Agreement shall be governed by and construed in accordance with the laws of the state of New York, without regard to principles of conflicts of law.
5. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
6. This Agreement may be executed in counterparts, each of which will be an original and all of which constitute the same document.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the date first written above.

**MEGA BROADCASTING CORPORATION**

By: \_\_\_\_\_

Alfredo Alonso, President

**MEGA COMMUNICATIONS OF  
PHILADELPHIA, L.L.C.**

By: Mega Communications, L.L.C.,  
its Sole Member

By: \_\_\_\_\_

Alfredo Alonso, President



Bogatin

## CONSENT TO ASSIGNMENT

The undersigned is lessor of real property at 1080 N. Delaware Avenue, Philadelphia, Pennsylvania leased to Mega Broadcasting Corporation under that certain lease dated June 18, 1997. Consent is hereby given to the assignment of the lease from Mega Broadcasting Corporation to Mega Communications of Philadelphia, L.L.C. and to transfer all of the rights and obligations of the lease thereunder.

Delpar, L.P.

By: 

Dated: November 24, 1998

**Schedule 1.1.3**  
Description of Tangible Personal Property

See attached

# WURD(AM) TRANSMITTER INVENTORY

QUANTITY	DESCRIPTION	SERIAL NO.
1	20 Gal. Trash can	
6	clipboards	
1	3-drawer desk	
1	swivel chair	
1	Rapidman 1208 calculator	
1	Nema-Clarke Type 120E Field Intensity Meter	1361
1	4-drawer file cabinet	
1	Weston Model 981 Type 2 tube tester	343
1	6-foot storage cabinet	
1	Sencore TF26 transistor tester	1018656
1	EICO Mod. 950 R/C Bridge	51359
2	Medaliet 5269-C straight blade AC connector	
6	30A plug fuses	
1	RCA 95883 coupling	
1	RCA 205331 connector	
1	RCA 205330 connector	
1	CDE CP67B1EG604K1 .5 Uf 1000 VDC Capacitor	
6	Ass't Monroe circuit boards	
1	Hoover vacuum cleaner	
1	Andrew 40525A dehydrator	

# WURD(AM) TRANSMITTER INVENTORY

## SEMICONDUCTORS

1 1N143  
1 1N1480  
3 1N2069  
1 1N270  
2 1N34A  
2 1N4005  
2 1N456A  
1 1N4733A  
2 1N4742  
2 2N107  
1 2N1307  
1 2N1595  
3 2N3053  
21 2N3392  
4 2N3417  
1 2N3740  
1 2N3760  
1 2N3819  
2 2N3906  
2 2N4250  
1 2N4400  
3 06A  
2 ECG 128  
1 EIMAC HR-8  
1 HEP S0015  
1 MC1709CG  
1 RCA 40310  
1 RCA 40319  
1 RCA 40322  
1 SK3021

## WURD(AM) TRANSMITTER INVENTORY

### 2 AM1-A3-A CIRCUIT BREAKER

Ass't tube socket adaptors

Ass't alignment tools

1 Xcelite 99-PA-40 Hex driver set

1 20-drawer ass't hardware

1 12-drawer ass't capacitors

1 4-drawer ass't resistors

1 NWL 11288 10 uF 1kV Capacitor

1 Triad 6-57Z output transformer

1 Sprague BP506 .5uF 500VDC Capacitor

1 Koss PRO-4AA Headphones

1 Box Wirenuts

1 Box crimp connectors

2 Phillips screwdrivers

1 flat screwdriver

1 "Greenie"

1 monkey wrench

1 ball peen hammer

1 awl

1 utility knife

1 punch

1 Weller 8200 soldering gun

1 Channel Lock pliers

2 6-ft. folding rules

2 adjustable wrench

2 needle nose pliers

2 diagonal cutters

1 Klein lineman's pliers

2 stripper/crimper pliers

3 nutdrivers

1 pocket knife

1 2-Inch paintbrush

1 box wrench

1 16-drawer ass't small parts

1 electric drill

1 crosscut saw

1 hacksaw

Ass't files

Ass't wire brushes

# WURD(AM) TRANSMITTER INVENTORY

## TUBES

2 884  
5 1812  
1 6267  
1 7025  
1 7355  
3 12AT7  
1 12AV7  
3 12AY7  
2 12BH7A  
3 12BY7A/12BV7/12DQ7  
1 1P39  
3 2D21  
2 4-400C  
1 5AR4  
2 5Y3GT  
1 6146B  
1 6AB4  
2 6AG5  
1 6AH6  
6 6AL5  
2 6AN8A  
2 6AQ5A  
1 6AR5  
2 6AS5  
2 6AU6/6BA6  
2 6AU8A  
2 6AV6  
1 6AX5GT  
2 6BA6  
3 6BE6  
3 6BH6  
1 6BH8  
1 6BL8  
1 6BN6  
1 6BS6  
1 6C4  
1 6C5  
2 6H6  
1 6J5  
4 6SJ7  
1 6SJ7GT  
1 6V6GTA  
1 6X5WT  
1 6Y6GT  
3 6C3  
1 6D3

# WURD(AM) TRANSMITTER INVENTORY

1 bench vise	
1 workbench w/cabinets	
Misc. coils	
Misc. insulators/standoffs	
0 CDE 2140-CM76 .003 uF 6 kV capacitor	
1 CDE 2469-CM88 .00039 uF 20kV capacitor	
1 CDE 2759-CM91 .00039 uF 30 kV capacitor	
1 Phasetek 8 Amp portable RF ammeter	
1 Phasetek portable OIB adapter	
1 Amana 14C2MY 13700 BTU air conditioner	
1 Potomac RMP-180 remote panel	
1 Rust RC1000 studio unit	
1 Monroe 3000S-2A studio unit	
2 620-watt beacon lamps	
1 Phasetek ATU (Tower 3)	
1 Broadcast Electronics AM1 transmitter	58898-001
1 Sintonix AM-1K-A Transmitter	
1 transmitter change switch	
1 dummy load	
1 6-foot rack	
3 7-foot rack	
1 RCA Phasor	
1 Delta CPB-1 common point bridge	
1 Burk VRC2500 R/C unit	180
1 Gentner VRC1000 R/C unit	
1 Gentner VRC1000 Fallsafe unit	
2 Gentner VRC1000 relay panels	074-000180
1 Rust RC1000 transmitter unit	073-00246 073-00813
1 Monroe 3000R-1 transmitter unit	
1 Potomac AM-18D (210) Ant. Monitor	
1 Custom antenna monitor interface	411
2 audio patch bays	
1 Orban Optimod 9100A	
1 Shure SR107 EQ	1635845
1 RCA BW-11A Freq. Mon. (Inoperative)	7727129
1 Belar AMM-2A mod. Mon.	501
1 Custom audio splitter	132725
1 CBS Volumex 400	
1 RDL NRSC-PR	201
1 RDL NRSC-FL	
1 RDL Power Transformer	
1 Pressurized water fire extinguisher	
1 CO2 fire extinguisher	
1 Andrew DOA-184 dehydrator	
1 Realistic MTA-12 radio	876
1 Radio Shack ET272 telephone	
2 Hill Industries 242-ft. self supp. towers w/1 beacon & 2 side lights ea.	
2 Hughey & Phillips tower light controllers	
1 Transmitter building (approx. 16 1/2 ft x 22 ft)	
1 ATU building (approx. 6 1/3 ft. x 8 ft)	
1 Phase Tek ATU (Tower 2)	

# WURD(AM) STUDIO 504 INVENTORY

QUANTITY	DESCRIPTION	SERIAL NO.
1	Radio Systems RS-12 12-channel mixing console	
1	Radio Systems RS-12 power supply	803
2	JBL 4408A Monitor Speakers	
1	Symetrix 525 mic preamp/proc.	105525
1	Radio Systems DA-16 dual 1X8 distribution amplifier	
1	Rolls RA236 monitor amplifier	144396
1	Gentner TS612 Telephone System	
1	TASCAM 102 MK II Cassette R/P	6900062
1	Sony MDS-JE520 MD R/P	8835909
1	audio-metrics CD-10 CD player	488
1	audio-metrics CD-10 CD player	1208
1	Rane HC6 Headphone amplifier	
1	Sennheiser MD421 microphone	
1	Electro-Voice RE-20 microphone	
4	O. C. White microphone arms	



**Schedule 1.1.5**  
Contracts

1. See Schedule 1.1.2
2. Station License Agreement to Receive and Use Arbitron Radio Listening Estimates, dated May 16, 2002 (with respect to WURD(AM) only) (see attached).
3. Affiliation Agreement, dated November 28, 2001, as amended, for WURD(AM) (see attached).



## Fax

- Pub  
- Crw  
- Arbitron

Laura Ivey  
Manager  
National Radio Sales  
T (443) 259-7598 F (443) 259-7596  
laura.ivey@arbitron.com

Date: 10.30.02

To: Eran Schreiber  
Company: Mega  
Fax #: (212) 754-5789  
Pages: 4 (Including cover page)

### Comments:

Eran- Attached is the LMF - Max contract that covers WURD-AM. Page 4 shows that WURD-AM is worth 35% of the total amount. Teresa should also have the Scarborough contract for WURD-AM. I will have Eileen send a spreadsheet tomorrow outlining all charges so there is no confusion. Also, it is VERY important to get your buyer to sign an assignment form.

Arbitron Inc. • 9705 Patuxent Woods Drive • Columbia, MD 21108

Please contact Lisa Burton at 410.312.8306 if you need one.  
Thanks - Laura

# Station License Agreement to Receive and Use Arbitron Radio Listening Estimates

Date of Proposal: May 16, 2002

THIS AGREEMENT is between Arbitron Inc., a Delaware corporation ("Arbitron"), and the undersigned radio broadcaster ("Station"), a Delaware corporation.

Arbitron hereby grants to Station, for the radio stations listed below, a limited license to receive and use Arbitron data and listening estimates ("Arbitron Data" or "Data") for the survey(s) and for the geographic area ("Market") described in Section 1. This license is personal, nontransferable and nonexclusive. Such Arbitron Data may be furnished to Station in printed or other form ("Reports"), at Arbitron's option, but the Data will remain with Arbitron at all times.

**Services Provided; Term:** This Agreement shall become effective when countersigned by Arbitron's Contract Manager and shall run for a period of 2 years beginning and ending on the dates described below (the "Term"). This Agreement will continue without regard to Station's ownership of the radio station(s) licensed hereunder absent a valid Assignment pursuant to Section 11 of this Agreement. Broadcaster ("Station"): Mega Communications Inc.

Use only by radio station(s): WEMG-AM/WURD-AM

Arbitron Radio Geographic Area ("Market"): Philadelphia

Term begins April 1, 2002; ends March 31, 2004

Number of surveys currently provided during first Term year: 4

Reports currently

provided hereunder: ☒ Spring ☒ Fall ☒ Winter ☒ Summer

First Report: Spring 2002

Number of printed copies currently provided: 20

Representations in this Section regarding number of surveys, number of printed copies and Report titles are subject to qualifications set forth in Section 6(a) herein.

## Annual Rate:

License Charge in the form of a Net Annual Rate for each year of the Term, which may be subject to adjustments and discounts pursuant to Sections 3, 4, 6, 11 and 16 of this Agreement, shall be paid by Station, on the first of 24 payments (the "Periodic Charge" or "Charge") due April 1, 2002.

Gross Annual Rate for the first Term year is \$53,005

Each succeeding Term year, the Gross Annual Rate shall be the same as the Annual Rate for the previous Term year increased by a factor of percent. Any applicable discounts or other adjustments will be applied thereafter to the Gross Annual Rate so derived.

## Discounts:

**Continuous Service Discount:** A discount of ten percent (10%) in calculating the Periodic Charge shall be allowed for each month in excess of twelve (12) consecutive months that Station is continuously used to use the Arbitron Data for this Market, provided that such discount shall no longer apply if Station fails to sign and return this Agreement to Arbitron within forty-five (45) days after the termination of the prior Arbitron radio listening estimates License Agreement.

**Group Discount:** If Station owns two or more radio stations located in different markets and such radio stations are under common ownership as defined by Arbitron, Station may be entitled to a Group Discount based on the number of subscribing radio stations owned at the time this Agreement is executed, which discount may vary and be determined during the Term of this Agreement in accordance with Arbitron's Group Discount Schedule should the number of subscribing radio stations change.

(c) Long-Term Discount: A discount of

20% in months 1-12,

20% in months 13-24,

% in months 25-36,

% in months 37-48,

% in months 49-60,

% in months 61-72,

% in months 73-84

shall be allowed in calculating the Net Annual Rate charged during the applicable months.

**4. Periodic Charge/Taxes:** The Periodic Charge, due and payable by Station on the first day of each billing period, shall be: (a) the Gross Annual Rate plus any adjustments; (b) less any applicable Continuous Service Discount; (c) less, from the amount thereby derived, any applicable Group Discount; (d) less, from the amount thereby derived, any applicable Long-Term Discount; (e) with such amount prorated equally between the number of payments for the Term year.

In addition to and together with the above payments, Station shall pay to Arbitron any sales, excise, gross-receipts, service, use or other taxes, however designated, now or hereafter imposed upon or required to be collected by Arbitron by any authority having jurisdiction over the Market being surveyed or over any location to which Station directs Arbitron to deliver Data, or by any other taxing jurisdiction.

## 5. Late Payment Charge and Right to Suspend Report Delivery or Terminate License:

(a) A late payment charge of one and one-half percent (1.5%) per month will be charged on all Periodic Charges, as adjusted, which are not paid within 60 days after due hereunder, but in no event will the applicable per-month late payment charge exceed one-twelfth of the maximum annual percentage allowed to be charged by applicable state usury law. Any failure to impose a late payment charge shall not prejudice Arbitron's right to do so should the default continue or should a subsequent payment not be made when due.

(b) In the event Station is in default in its payment obligations hereunder, and in addition to Arbitron's right to impose a late payment charge, Arbitron may, with respect to this Agreement and/or any other agreement for Station's use of services licensed by Arbitron in this Market or an adjacent market, and without terminating, breaching or committing a default under this Agreement or such other agreements: (i) accelerate or modify in any way the payment schedule of Periodic Charges for the duration of this Agreement or such other agreement(s) to a number of installments to be determined by Arbitron in its discretion; and/or (ii) suspend delivery to Station of any Data or Report(s), in any form, which are due until such time as Station is current in its payments of all sums due; and/or (iii) send Station written notice that Station's license hereunder is suspended, in which case Station further expressly agrees that it thereafter shall not use Data and/or Reports previously received by Station until such time as Station becomes current in its payments of all sums due for services licensed by Arbitron.

(c) In the event Station is in default in its payment obligations under this Agreement or under any other agreement for Station's use of services licensed by Arbitron in this Market or an adjacent market, then Arbitron may exercise any or all of its rights set forth in Section 5(b) of this Section 5 with respect to any such agreement entered into with Arbitron by Station or any of Station's affiliated, subsidiary or related corporations or entities regardless of whether such other agreements are in default. For purposes of this Section 5(c), a corporation or entity shall be deemed to be affiliated with or related to Station if (i) such corporation or entity owns or controls more than a fifty percent (50%) interest in Station and/or it enters or has entered into any management agreement, joint operating agreement or other business relationship with Station; or (ii) Station owns or controls more than a fifty percent (50%) interest in such corporation or entity and/or it enters or has entered into any management agreement, joint operating agreement or

ified mail with return receipt requested. In the event that estimates listening to Station and/or its radio station(s) are deleted from a Report(s) (and/or other Arbitron services) following the procedure set forth above, Station and its radio station(s) agree that the only remedy such deletion shall be a credit of the License Charge paid by Station for such Report(s) or other affected services and that in no event shall Station be liable for special, incidental, consequential or punitive damages or be subject to injunctive relief with respect to any such deletion of estimates of listening to Station and/or its radio station(s). In event that estimates of listening to Station and/or its radio stations are deleted from a Report pursuant to this Section, Arbitron agrees that it will give Station and its radio station(s) an opportunity to submit to Arbitron a written statement (not exceeding 200 words) of Station's or its radio station(s)'s views concerning its alleged activities, with a written statement to be published in the Report subject to such reasonable editing deemed necessary by Arbitron. In addition, Station and its radio station(s) agree to abide by the Arbitron policies and procedures governing various special station activities, including, but not limited to, rating bias.

**Information to be Provided by Station and Its Radio Station(s):** Station and its radio station(s) agree to provide to Arbitron, within ten (10) days of receipt of Arbitron's request, such information which Arbitron deems necessary for the publication of a Report, including, but not limited to, accurate descriptions of the following information for Station and its radio station(s): (a) facilities; (b) broadcast station names; (c) broadcast hours; (d) simulcast hours; (e) radio frequency; (f) operating power; (g) format; (h) height of antenna above average terrain; and (i) programming information. Station and its radio station(s) further understand and agree to notify Arbitron of any changes to the above-referenced information. Station and its radio station(s) hereby hold Arbitron harmless and agree to indemnify Arbitron from and against any and all loss, cost or expense (including reasonable attorneys' fees) arising out of any omission or inaccuracy in information provided, or the failure to provide such information to Arbitron by Station and its radio station(s) pursuant to this Section.

#### General:

All notices to either party shall be in writing and shall be directed to the addresses stated hereafter unless written notice of an address change has been provided.

This Agreement shall be deemed to be an agreement made under, and to be construed and governed by, the laws of the State of New Jersey exclusive of its choice of law rules. The parties expressly agree that any and all disputes arising out of or concerning this Agreement or Arbitron Data or Reports licensed hereunder shall be litigated and decided exclusively in State and/or Federal Courts located in either the State of New York or the State of Maryland, at Arbitron's option. Each party consents to and submits to both such jurisdictions. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof, notwithstanding any previous

discussions and understandings; and shall not be deemed to have been modified in whole or in part except by written instruments signed hereafter by officers of all of the parties or other persons to whom the parties have delegated such authority.

(d) Any litigated question regarding the legality, enforceability or validity of any section or part hereof shall not affect any other section, and if any section or part hereof is ultimately determined illegal, invalid, unconstitutional or unenforceable, that section or part hereof shall be severed from this Agreement and the balance of the Agreement shall thereafter remain in full force and effect for the remainder of the Term.

(e) In addition to the rights of termination stated elsewhere in this Agreement, this Agreement, and the license provided hereunder, may be terminated by Arbitron, for any reason, on thirty (30) days' written notice to Station.

(f) The provisions governing payment of taxes, confidentiality of the Data and Reports, and confidentiality of respondents shall survive the termination of this Agreement.

#### 16. Calculation of License Charges:

Individual Station Gross Annual Rate:

Station <u>WEMG-AM</u>	\$39,224
Station <u>WURD-AM</u>	\$13,781
Station _____	\$ _____
Station _____	\$ _____
Station _____	\$ _____
Station _____	\$ _____
Station _____	\$ _____
Station _____	\$ _____
Station _____	\$ _____
Station _____	\$ _____

First Term Year Gross Annual Rate (Combined): \$ 53,005

LESS DISCOUNTS (Per Section 3):

☒ Continuous Service (10%): \$ 47,705  
☒ Group (at beginning of Term)  
☒ 10% ☐ 7.5% ☐ 5% ☐ 2.5% \$ 42,934  
☒ Long-Term Discount:  
 20% in months 1-12  
 (see Section 3(c) above) \$ 34,347

FIRST TERM YEAR NET ANNUAL RATE: \$ 34,347

Station further understands and agrees that the Net Annual Rate payable during any Term year subsequent to the first Term year will vary in accordance with an applicable Group Discount, any other applicable discount, or any adjustment as specified in Sections 2, 3, 4, 6 and 11 of this Agreement.

#### NEED TO:

Communications Inc.

STATION (STATION)

3-AM/WURD-AM

ONLY BY STATION(S)

4, Delaware Avenue, Ste 500

Philadelphia

PA

1912

CITY

ZIP

PRINTED SIGNATURE

Alonso

OR PRINT NAME OF PERSON SIGNING ABOVE

ent/COO

DATE

#### ACCEPTED BY:

MANAGER

Arbitron Inc.  
 9705 Patuxent Woods Drive  
 Columbia, Maryland 21046-1572

WESTWOOD ONE

October 9, 2002

**FEDERAL EXPRESS**

Art Camilo  
General Manager  
WURD-AM Radio  
1050 North Delaware Ave., Suite 500  
Philadelphia, PA 19125

Re: WURD-AM Philadelphia, PA

Dear Mr. Camilo:

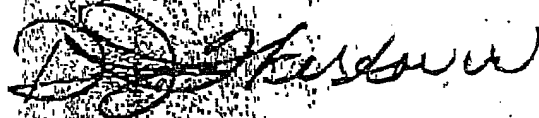
This letter shall confirm that the CNN HEADLINE NEWS Affiliation Agreement dated November 28, 2001 (the "Agreement") for WURD-AM is hereby amended, in accordance with the provisions of Article II, (a), to show the initial term of said Agreement to be April 1, 2002 through March 31, 2004, with the first date of programming broadcast being April 1, 2002. This modification shall in no way affect the provisions of Article II, (b).

Article III, (b) is hereby amended to reflect the initial term dates as set forth above.

Commercial inventory clearance began on April 1, 2002.

Please indicate your understanding of and agreement to these modifications by signing below where indicated. Additionally, please return one (1) signed original of this letter to Westwood One at the address shown above. Once countersigned by you, this letter shall become an addendum to the above referenced Agreement, therefore, please retain the enclosed duplicate original for your file.

Sincerely,



Debbie Weaver  
Contract Manager

DJW/nj

Enclosure

cc: Adam Beckbinder

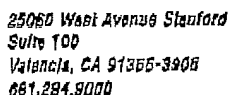


Art Camilo/General Manager

10/9/2002  
Date

Received Time Oct 9 1:00 PM

Jan 15, 2003 3:54 PM MEGA PHILADELPHIA 215 426 1550



Art Camiolo  
Vice President/General Manager  
Mega Communications  
1080 North Delaware Ave.  
Suite 500  
Philadelphia, PA 19125

Dear Art,

Your primary contact for all matters relating to your affiliation is Steve Roth, who can be reached at 661-294-6228. Steve will be contacting you shortly to coordinate the shipment of operational material, assist you with any equipment needs and generally making certain your affiliation starts smoothly. Should you have questions before hearing from Steve, don't hesitate to initiate a call to Steve.

Thank you for your confidence in WESTWOOD ONE's programming and our dedication to helping you be a more successful station.

Sincerely

Kane Biscaya  
Vice President of Affiliate Format Sales

KB: 97

Enclosure

It's great to be in Philly!



## AFFILIATION AGREEMENT

THIS AGREEMENT, dated the 28th day of November, 2001 (the "Agreement"), is between WESTWOOD ONE RADIO NETWORKS ("Westwood One"), having an office at 25060 West Ave. Stanford, Suite 100, Valencia, California 91355, and ~~Mega Communications, Inc.~~ ("Broadcaster"), the owner and operator of radio station ~~WURDATA-WENG-AM, 900 KHz~~ ("Station"), whose business address is 1080 North Delaware Ave., Suite 500, Philadelphia, PA 19125.

### I. PROGRAMMING

Subject to the terms and provisions hereof, WESTWOOD ONE hereby grants to BROADCASTER the right to broadcast WESTWOOD ONE's **Headline News** (the "Format") through the air from the STATION's present facilities in **Philadelphia (City), PA (State)**, (the "City of License"), to the extent licensed to WESTWOOD ONE as described in Article III, paragraph (f). WESTWOOD ONE will not grant to any other radio station the right to broadcast the **FORMAT** from **Philadelphia, PA** without the prior written consent of the BROADCASTER. BROADCASTER shall be solely responsible for the construction, operation and maintenance of all technical and other facilities necessary or appropriate to receive and broadcast the programming and commercial announcements covered by this AGREEMENT. BROADCASTER shall not transmit WESTWOOD ONE's programming by a translator, booster or synchronous transmitter without WESTWOOD ONE's prior written approval, which may be withheld at WESTWOOD ONE's discretion. None of the WESTWOOD ONE product described herein may be used by BROADCASTER on any other station which is owned, leased or operated by BROADCASTER.

### II. AGREEMENT TERM

- (a) The Initial term of this AGREEMENT shall be from **January 1, 2002** to the last day of the month of **December, 2003**, or as adjusted from the actual on-air date as may be agreed to by the parties in writing.
- (b) Subject to the other provisions hereof, this AGREEMENT shall then be automatically renewed for successive terms of two years each in length ("Renewal Terms"), unless and until either party shall give the other party written notice not less than 90 days prior to the expiration of the then current term that it elects not to renew this AGREEMENT. During each RENEWAL TERM, the terms and conditions of this AGREEMENT shall apply except that each monthly Affiliation Fee (as hereinafter defined) shall increase by ten percent (10%) over the highest monthly rate charged in the previous term of this AGREEMENT.

### III. AFFILIATION FEES AND PAYMENT

BROADCASTER agrees to compensate WESTWOOD ONE as follows:

- (a) BROADCASTER shall pay to WESTWOOD ONE, concurrently with the execution and delivery of this AGREEMENT to WESTWOOD ONE, **\$1,500.00** (the "Deposit") which shall be applied against the first months' Affiliation Fees, or as otherwise provided in this AGREEMENT. The DEPOSIT may be retained by WESTWOOD ONE and applied, at WESTWOOD ONE's discretion, to offset any outstanding amounts owed by BROADCASTER under this AGREEMENT or any damages in the event of any breach or default by BROADCASTER under this AGREEMENT (such offset right being in addition to all other rights and remedies available under law or in equity).
- (b) BROADCASTER shall pay **\$27,000.00** to WESTWOOD ONE during the initial term hereof, payable in 6 monthly installments of **\$500.00** each, followed by 6 monthly installments of **\$1,000.00**

Westwood One Initial:

Page 1

Affiliate Initial:

each, followed by 12 monthly installments of \$1,500.00 each on the first day of each and every calendar month during the initial term of this AGREEMENT (the "Affiliation Fee"). During each RENEWAL TERM, the monthly AFFILIATION FEE shall be determined as provided for in Article II, paragraph (b), of this AGREEMENT, and shall also be payable monthly in advance during each RENEWAL TERM. The first installment of the AFFILIATION FEE shall be due and payable on April 1, 2002.

- (c) Any amounts payable to WESTWOOD ONE and not paid within five (5) days from the date payable, shall bear interest at the rate of 1.5% per month from and after the date due until paid.
- (d) After the execution of this AGREEMENT, WESTWOOD ONE may review the creditworthiness of BROADCASTER. BROADCASTER consents to such credit review, and agrees to furnish to WESTWOOD ONE such documents, information and references as may be reasonably requested by WESTWOOD ONE. If WESTWOOD ONE, in its sole discretion, determines that BROADCASTER's creditworthiness is not satisfactory, WESTWOOD ONE may terminate the STATION's right to broadcast the FORMAT immediately by delivery of written notice of such termination to BROADCASTER. In the event of termination by WESTWOOD ONE as provided in the preceding sentence, in addition to all other remedies available to WESTWOOD ONE, WESTWOOD ONE shall be entitled to setoff against the DEPOSIT.
- (e) BROADCASTER shall furnish to WESTWOOD ONE, free of any cost or expense to WESTWOOD ONE, 154 minutes of commercial time per week on the STATION as per attached Schedule A. Commercials to be cleared during such time will be supplied to the STATION through on-air network programming. BROADCASTER acknowledges and agrees that failure of the STATION to be on the air and clearing such commercial announcements as of the beginning of the term of this AGREEMENT (as set forth in Article II) shall be a default under this AGREEMENT. STATION shall only broadcast the commercials in accordance with a log or schedule for the broadcast of the commercials which will be supplied to the STATION by WESTWOOD ONE.
- (f) BROADCASTER acknowledges that the FORMAT consists of the audio portion of television programming produced by CNN Cablenews Network ("CNN") and that television or cable stations may acquire the rights to broadcast such audio portion of the television programming in STATION's market area and/or CITY OF LICENSE. Notwithstanding anything to the contrary set forth in this AGREEMENT, WESTWOOD ONE shall only be obligated to furnish to BROADCASTER the FORMAT for as long as WESTWOOD ONE is being furnished with the audio portion of the television programming which comprises the FORMAT by CNN under WESTWOOD ONE's license agreement with CNN. If CNN no longer furnishes such audio portion of its television programming to WESTWOOD ONE, either party shall have the right to terminate this AGREEMENT upon written notice to the other party which shall be no less notice than WESTWOOD ONE receives from CNN and WESTWOOD ONE shall have no liability or other responsibility to BROADCASTER or STATION with respect to such termination.
- (g) BROADCASTER agrees to provide WESTWOOD ONE with copies of all contour maps filed for the STATION with FCC within thirty (30) days of the date of such filing.
- (h) All notices to a party hereunder shall be sent by registered or certified mail or by overnight delivery to the address set forth below, or such other address as a party hereto shall notify the other party hereto, and any notice shall be effective upon being delivered personally or five (5) business days after being mailed as aforesaid.

#### IV. GENERAL PROVISIONS

- (a) WESTWOOD ONE shall make all network programming decisions and may make such additions, deletions or adjustments to its programming offerings of the FORMAT as it deems desirable and consistent with good program practices (including, without limitation, deciding to no longer receive the programming from CNN which comprises the FORMAT). BROADCASTER agrees that WESTWOOD ONE shall not be liable

Westwood One Initials:

*[Handwritten signature]*

Page 2

Affiliate Initials:

*[Handwritten signature]*



for any damages, losses, costs, or expenses of any nature whatsoever which BROADCASTER may incur because of WESTWOOD ONE's network programming decisions.

- (b) Within seven (7) days after each standard broadcast week, STATION will deliver to WESTWOOD ONE, on forms provided by WESTWOOD ONE, complete, accurate and duly executed reports and affidavits ("AFFIDAVITS") with respect to STATION's broadcasting of WESTWOOD ONE's programming and commercial announcements during each broadcast week.
- (c) Except as specifically described herein, neither BROADCASTER nor WESTWOOD ONE shall incur any liability to the other hereunder because of WESTWOOD ONE's inability to deliver, or STATION's inability to broadcast, any or all of WESTWOOD ONE's programs and/or commercials due to failure of facilities, labor disputes or causes beyond the reasonable control of the party so failing to broadcast or deliver. BROADCASTER shall nonetheless be responsible for maintaining the STATION as operational.
- (d) In the event BROADCASTER files an application with the FCC to change STATION's transmitter location, antenna HAAT, power, frequency, hours of operation or program format, or if STATION implements changes in the utilization of WESTWOOD ONE programming, BROADCASTER agrees to notify WESTWOOD ONE in writing not less than 48 hours thereafter. If any such application is granted by the FCC, BROADCASTER shall notify WESTWOOD ONE within 48 hours thereafter and WESTWOOD ONE shall have the right to terminate this AGREEMENT upon ten (10) days prior written notice and be entitled to all other rights and remedies specified herein, at law or in equity.
- (e) BROADCASTER agrees not to authorize, cause, permit or enable any programming or commercial announcements which WESTWOOD ONE supplies to STATION to be used for any purpose other than broadcasting by STATION in the CITY OF LICENSE in a manner solely intended for reception by the general public in places where no admission charges are made. Additionally, BROADCASTER agrees that any printed or hard copy material supplied to BROADCASTER or STATION by WESTWOOD ONE will be used only in connection with the transmission of the FORMAT to, and broadcast of the FORMAT by, the STATION.
- (f) Except for programs which WESTWOOD ONE provides STATION with the express understanding that STATION is to record them for subsequent broadcast, BROADCASTER shall not cause or permit any duplication, recording, rebroadcast or other transmission of the FORMAT.
- (g) BROADCASTER agrees to maintain for STATION all licenses necessary for STATION to lawfully broadcast the FORMAT and the commercial announcements and publicly perform any copyrighted work embodied in the FORMAT, including, but not limited to, performing rights licenses such as ASCAP, BMI and SESAC. BROADCASTER acknowledges that BROADCASTER is not acquiring any rights of any nature whatsoever in the FORMAT, except for the license to broadcast the FORMAT as provided in this AGREEMENT. Notwithstanding WESTWOOD ONE's transmission or other distribution of the FORMAT to BROADCASTER, WESTWOOD ONE's rights in the FORMAT shall not in any way be affected or modified by this AGREEMENT. BROADCASTER agrees to take all actions necessary or requested by WESTWOOD ONE to protect and preserve WESTWOOD ONE's proprietary rights in the FORMAT.
- (h) Neither this AGREEMENT nor the rights and privileges granted to BROADCASTER pursuant to this AGREEMENT may be assigned by BROADCASTER without the prior written consent of WESTWOOD ONE. BROADCASTER shall immediately notify WESTWOOD ONE at such time as any application may be made to the FCC for the transfer of any interest in the STATION or any assignment of the license to operate the STATION. BROADCASTER acknowledges and agrees that a failure to cause the transferee to assume and perform BROADCASTER's obligations hereunder shall constitute a breach of this AGREEMENT as to which WESTWOOD ONE shall be entitled to the remedies specified herein, at law or in equity.

Westwood One Initials:

Page 3

Affiliate Initials:

- (i) BROADCASTER agrees that in the event STATION should cease its radio broadcast operations or suffer a significant interruption of such operations for any reason (other than isolated nonrecurrent temporary cessation of operation due to equipment failure or causes beyond STATION's reasonable control which do not materially affect STATION's market and ongoing business), BROADCASTER will promptly notify WESTWOOD ONE, and WESTWOOD ONE shall have the right upon ten (10) days prior written notice to BROADCASTER to terminate this Agreement.
- (j) No inducements, representations or warranties of any nature whatsoever, except as specifically set forth herein, have been made by any of the parties to this AGREEMENT. This AGREEMENT and any executed addenda attached hereto constitute the entire agreement between the parties with respect to the subject matter hereof, and supersede any and all prior agreements or understandings of any nature whatsoever between the parties with respect to such subject matter. No term or provision of this AGREEMENT shall be amended, changed, modified, waived or discharged except by an instrument in writing signed by each of the parties hereto.
- (k) It is mutually agreed that if any term or provision of this AGREEMENT proves to be in violation of or unenforceable under applicable law, such term or provision shall be inoperative, but the remainder of this AGREEMENT and the other terms and provisions hereof shall not become invalid and shall continue to be binding and in full force and effect.
- (l) This AGREEMENT shall, irrespective of the place of execution, be deemed to be a contract to be performed in the State of California. Accordingly, this AGREEMENT shall be a contract made under the laws of the State of California and shall be governed by and construed in accordance with the laws of the State of California without regard to any principles of conflicts of law. This AGREEMENT shall also be construed and interpreted without regard to any rule which might require agreements to be construed or interpreted against the party causing the agreement to be drafted. With respect to any dispute arising hereunder or any action, suit, or proceeding relating, directly or indirectly, to this AGREEMENT, BROADCASTER hereby (a) consents to the exclusive jurisdiction of the Federal District Court in Los Angeles, California and the Federal District Court for the Southern District of New York and the Courts of the State of California located in Los Angeles County and the Courts of the State of New York in New York County, (b) waives any objection to venue in any of the aforesaid courts or any right to claim that any such court constitutes an inconvenient forum, and (c) agrees that service of process may be effected by mailing, prepaid postage, certified mail, return receipt requested, or any other means permitted by the rules of any of the aforesaid courts.
- (m) A waiver by either party of any breach of this AGREEMENT shall not operate as a waiver of any other past or future breach of such term or condition, nor shall failure to enforce breach of such term or condition, nor shall failure to enforce any provision of this AGREEMENT operate as a waiver of such provision or any other provision.

#### V. DEFAULT AND REMEDIES

- (a) A party shall be in default under this AGREEMENT if it fails to perform or breach any of its duties or obligations hereunder in accordance with the terms of this AGREEMENT; provided, however, if the only default is the nonpayment of money to WESTWOOD ONE, BROADCASTER shall have ten (10) days after receipt of notice of such nonpayment in which to cure such failure (including any interest upon the overdue amount) prior to being deemed to be in default hereunder, but such cure shall not relieve BROADCASTER or STATION of any obligation for interest as herein provided. In addition, it shall constitute a default hereunder if STATION fails to furnish the AFFIDAVIT to WESTWOOD ONE within the time period specified herein.

- (b) In the case of default, the nondefaulting party shall have all rights and remedies specified in this AGREEMENT and available under applicable law or in equity to enforce this AGREEMENT and its rights

Westwood One Initial:

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hereunder including, without limitation, all rights and remedies relating to damages, injunction, specific performance and accelerating the balance of AFFILIATION FEES due hereunder. In addition to such rights and remedies, in the event of default by BROADCASTER, WESTWOOD ONE shall have the right, at its option, to immediately terminate this AGREEMENT and STATION's right to broadcast the FORMAT upon written notice to BROADCASTER, in which case BROADCASTER shall remain liable for all accrued AFFILIATION FEES due WESTWOOD ONE, all accrued and accruing interest thereon, and any damages of any nature whatsoever suffered by WESTWOOD ONE, directly or indirectly, as a result of BROADCASTER's default in performance of its obligations hereunder throughout the remainder of the unexpired current term hereof (including, without limitation, damages for lost revenue). BROADCASTER acknowledges and agrees that the commercial announcements to be broadcast by STATION pursuant to Article III, paragraph (e), hereof are valuable to WESTWOOD ONE and that WESTWOOD ONE will suffer damages if BROADCASTER fails to broadcast any such announcements.

- (c) In case of any termination of this AGREEMENT and/or the STATION's right to broadcast the FORMAT, BROADCASTER shall immediately cause STATION to cease broadcast of the FORMAT and any other WESTWOOD ONE programming. BROADCASTER acknowledges and agrees that if STATION continues to broadcast the FORMAT after such termination of STATION's rights to broadcast the FORMAT, such unauthorized broadcasting will interfere with WESTWOOD ONE's redistribution of the FORMAT and will otherwise injure materially WESTWOOD ONE's marketing abilities and reputation. BROADCASTER hereby consents to the issuance of an immediate injunction by any court of competent jurisdiction requiring BROADCASTER and/or STATION to cease unauthorized broadcast of the FORMAT, agrees that WESTWOOD ONE shall not be required to give notice or post any bond in connection with applying for and obtaining such relief, and expressly waives any such bond or notice requirement for such injunction. In addition to any other remedies WESTWOOD ONE may have, in the event of a default by BROADCASTER hereunder, WESTWOOD ONE may terminate any other affiliation agreements between WESTWOOD ONE and BROADCASTER, in which event BROADCASTER shall immediately cease broadcast of all WESTWOOD ONE programming subject to such affiliation agreements.
- (d) In any action, suit or proceeding relating to this AGREEMENT, the prevailing party shall be entitled to collect from the other party all of its costs and expenses in such action, suit or proceeding, including, without limitation, reasonable attorneys' fees and disbursements.

#### VI. ADDITIONAL PROVISIONS

In the event of an inconsistency between this Article VI and any other provisions of this agreement, the provisions of this Article VI shall control.

- (a) Notwithstanding the foregoing, use of the Program(s) by Licensee is for radio broadcast only. Licensee acknowledges that it has no right to broadcast or otherwise transmit the Program(s), or any part thereof, by any means other than radio broadcast, and Licensee agrees that any unauthorized use or transmission, including but not limited to transmission through the Internet, will be deemed a material breach of this Agreement and an infringement on Network's proprietary rights in the Program(s). In the event of such an unauthorized transmission or broadcast, Network shall be entitled to all remedies, legal and/or equitable, against Licensee.
- (b) Notwithstanding all other terms and conditions of this AGREEMENT, BROADCASTER understands and agrees that all affidavits for programming and/or commercial inventory clearance must be submitted to NETWORK via the Internet on forms as provided therein. Said affidavits must be submitted to NETWORK within seven (7) days after each broadcast week.

Westwood One Initials:

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Affiliate Initials:

- (c) BROADCASTER understands and agrees that WESTWOOD ONE may, from time to time, include "special" programs and features as part of the regular FORMAT programming. This "special" programming, including any attached commercial inventory, must be aired as scheduled.
- (d) This AGREEMENT is for CNN HEADLINE NEWS, which is different than CNN RADIO NEWS. This AGREEMENT grants station no right to air any part of CNN RADIO NEWS.
- (e) BROADCASTER understands and agrees that the HEADLINE NEWS FORMAT is the audio from the Cable TV Headline News programming.
- (f) BROADCASTER understands and agrees that NO CNN product may be used on any broadcast station without express written permission from WESTWOOD ONE RADIO NETWORKS. This AGREEMENT is for WEMG-AM and does not extend to any other radio station without a separate licensing agreement for such facility. *WURD AM*
- (g) BROADCASTER understands and agrees that FORMAT protection for HEADLINE NEWS does not apply to any other WESTWOOD ONE RADIO NETWORK format.
- (h) STATION may change to any available WESTWOOD ONE format during the course of this AGREEMENT and the rate will be negotiated at such time. Format availability will be at the sole determination of WESTWOOD ONE and will require the execution of a new agreement.
- (i) Notwithstanding all other terms and conditions of this AGREEMENT, BROADCASTER understands and agrees that in the event of a default of this AGREEMENT by BROADCASTER, for any reason, BROADCASTER shall pay in full to WESTWOOD ONE RADIO NETWORKS liquidated damages in the amount of \$2,000.00 per month for each month remaining in the un-expired term of this AGREEMENT at the time of default.
- (j) WESTWOOD ONE agrees that, in addition to the exclusivity protection afforded in Article I, hereof, it will not grant the right to broadcast the WESTWOOD ONE HEADLINE NEWS FORMAT to any radio station whose city of license is within the 0.5 Mv/M signal contour of STATION as reflected on the coverage map of STATION currently on file with the FCC and attached hereto. WESTWOOD ONE reserves the right to place the FORMAT on any station licensed outside of the aforementioned area.
- (k) BROADCASTER and WESTWOOD ONE understand and agree that this AGREEMENT must be executed, delivered to and accepted by WESTWOOD ONE on or before December 7, 2001 or this AGREEMENT becomes null and void.

Westwood One Initial:

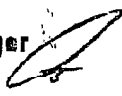
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Affiliate Initial:

- (1) Notwithstanding the provisions of Article II. (b) hereof, BROADCASTER may terminate this AGREEMENT anytime within the ninth (9) month after AGREEMENT becomes effective by delivering not less than ninety (90) days prior written notice to WESTWOOD ONE. The minimum term of this AGREEMENT will be twelve (12) months.

BROADCASTER:

By: 

Art Camilo  
Vice President/General Manager  
Mega Communications, Inc. 

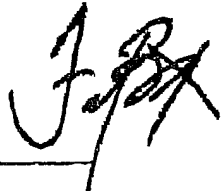
1080 North Delaware Ave.  
Suite 600  
Philadelphia PA 19125

WESTWOOD ONE:

By: 

Fred Bennett  
Senior Vice President, Affiliate Sales

25060 West Avenue Stanford  
Valencia, CA 91355

Westwood One Initial: 

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Affiliate Initial: 

**Schedule A**  
**To HEADLINE NEWS Contract**  
**Dated November 25, 2001**  
**FOR ~~WENG-AM~~ as of January 1, 2002**

**WURD AM**

**WURD AM**

Radio Station ~~WENG-AM~~  
 080 North Delaware Ave., Suite 500  
 Philadelphia, PA 19125


Telephone: (215) 426-1900  
 Zone: Eastern  
 Time: Full

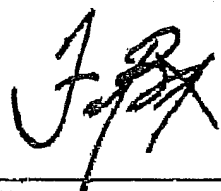
FEED TIME	PGM COD	PROGRAM DESCRIPTION	AIRSD MTWRFSSU	CONTRACT CODE/AGREEMENT	EFD	EXP
9:00A	091	SPOT	MTWRFSSU	R 6A-10A	01/01/02	99/99/99
9:00A	092	SPOT	MTWRFSSU	R 6A-10A	01/01/02	99/99/99
2:00P	141	SPOT	MTWRFSSU	R 10A-3P	01/01/02	99/99/99
2:00P	142	SPOT	MTWRFSSU	R 10A-3P	01/01/02	99/99/99
6:00P	181	SPOT	MTWRFSSU	R 3P-7P	01/01/02	99/99/99
6:00P	182	SPOT	MTWRFSSU	R 3P-7P	01/01/02	99/99/99
8:00P	201	SPOT	MTWRFSSU	R 7P-12MID	01/01/02	99/99/99
8:00P	202	SPOT	MTWRFSSU	R 7P-12MID	01/01/02	99/99/99
10:00P	221	SPOT	MTWRFSSU	R 7P-12MID	01/01/02	99/99/99
10:00P	222	SPOT	MTWRFSSU	R 7P-12MID	01/01/02	99/99/99
12:00A	241	SPOT	MTWRFSSU	R 12MID-6A	01/01/02	99/99/99
12:00A	242	SPOT	MTWRFSSU	R 12MID-6A	01/01/02	99/99/99
1:00A	011	SPOT	MTWRFSSU	R 12MID-6A	01/01/02	99/99/99
1:00A	012	SPOT	MTWRFSSU	R 12MID-6A	01/01/02	99/99/99
2:00A	021	SPOT	MTWRFSSU	R 12MID-6A	01/01/02	99/99/99
2:00A	022	SPOT	MTWRFSSU	R 12MID-6A	01/01/02	99/99/99
3:00A	031	SPOT	MTWRFSSU	R 12MID-6A	01/01/02	99/99/99
3:00A	032	SPOT	MTWRFSSU	R 12MID-6A	01/01/02	99/99/99
4:00A	041	SPOT	MTWRFSSU	R 12MID-6A	01/01/02	99/99/99
4:00A	042	SPOT	MTWRFSSU	R 12MID-6A	01/01/02	99/99/99
5:00A	051	SPOT	MTWRFSSU	R 12MID-6A	01/01/02	99/99/99
5:00A	052	SPOT	MTWRFSSU	R 12MID-6A	01/01/02	99/99/99

NOTE: MONDAY THROUGH FRIDAY SPOTS AIR MONDAY THROUGH FRIDAY.  
 SATURDAY SPOTS AIR SATURDAY. SUNDAY SPOTS AIR SUNDAY.

BROADCASTER:

WESTWOOD ONE:

By:   
 Art Camiola  
 Vice President/General Manager

By:   
 Fred Bennett  
 Vice President, Affiliate Sales

Westwood One Initial 

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Affiliate Initial 

**Schedule 1.1.6**  
**Intellectual Property**

**[Buyer to Insert]**

**Schedule 1.2.8**  
**Excluded Intellectual Property**

All of Seller's intellectual property, except for intellectual property identified on Schedule 1.1.6.



**Schedule 5.1**  
**Liabilities**

All of the Assets are subject to liens pursuant to the terms of that certain Credit Agreement, dated as of October 25, 2000, as amended, by and among Mega Communications, L.L.C., Mega Communications Holdings, L.L.C. and General Electric Capital Corporation.

**Schedule 6.7**  
Exceptions to Authorizations

See Schedule 1.1.1

**Schedule 6.8.1**  
Exceptions to Compliance with Law

See Schedule 1.1.1