

RADIO BUSINESS ASSET PURCHASE AGREEMENT

THIS RADIO BUSINESS ASSET PURCHASE AGREEMENT (this "Agreement"), is made and entered into as of May 23, 2014 (the "Agreement Date"), by and among The Free Lance-Star Publishing Co. of Fredericksburg, Va., a Virginia corporation ("FLS" or the "Seller"), and DSP Acquisition, LLC, a Delaware limited liability company (the "Buyer"). Each of FLS and the Buyer are referred to in this Agreement as a "Party," and, collectively, as the "Parties."

WHEREAS, FLS is in the business of owning and operating the Radio Stations and owning, operating, and leasing the Tower Assets, and engaging in activities relating thereto;

WHEREAS, on January 23, 2014 (the "Petition Date"), FLS filed a voluntary petition for relief commencing a case under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Eastern District of Virginia (the "Bankruptcy Court");

WHEREAS, FLS desires to sell to the Buyer all of FLS' right, title, and interest in and to the Radio Assets, and the Buyer desires to purchase from the Seller all of the Radio Assets and assume the Assumed Liabilities, upon the terms and subject to the conditions set forth in this Agreement;

WHEREAS, pursuant to the Tower Purchase Agreement, on the Initial Closing Date FLS will sell the Tower Assets to the Buyer (the "Tower Purchaser");

WHEREAS, pursuant to the Newspaper Purchase Agreement, on the Initial Closing Date, FLS will sell substantially all of its assets other than the Radio Assets to the Buyer (the "Newspaper Purchaser");

WHEREAS, the Parties intend to effectuate the transactions contemplated by this Agreement (the "Proposed Transactions") pursuant to sections 363 and 365 of the Bankruptcy Code; and

WHEREAS, the execution and delivery of this Agreement and the Parties' ability to consummate the Proposed Transactions are subject to, among other things, the entry of the Sale Order by the Bankruptcy Court.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements set forth herein, and such other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties to this Agreement, intending to be legally bound, hereby agree as follows:

Section 1. Definitions. The following terms used in this Agreement will have the meaning ascribed to each respective term in this Section 1:

(a) "Accounts Receivable" means:

(i) any and all accounts receivable, trade accounts, and other amounts receivable, including overdue accounts receivable, owed to FLS

and solely relating to or arising in connection with the operation, conduct, or ownership of the Radio Assets or the Radio Business, and any other rights of FLS to payment from third parties, including those reflected in the books and records of FLS, and the full benefit of all security for such accounts or rights to payment, including all trade accounts receivable representing amounts receivable in respect of services rendered or products provided, in each case, owing to FLS and, solely relating to, or arising in connection with, the operation, conduct or ownership of the Radio Business or the Radio Assets; and

- (ii) any and all claims, remedies, or other rights relating to any of the foregoing, together with any interest or unpaid financing charges accrued thereon, in each case existing at the Effective Time, or arising in the conduct of the Radio Business after the Effective Time.

(b) “Affiliate” means with respect to any Person, any other Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person, and the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by Contract, or otherwise.

(c) [intentionally deleted]

(d) “Alternative Transaction” means:

- (i) the closing of a transaction which is approved by the Bankruptcy Court of a sale or sales of a material portion of the Radio Assets to a party other than the Buyer; or
- (ii) the approval by the Bankruptcy Court of a plan of reorganization that does not contemplate the sale of the Radio Assets to the Buyer in accordance with this Agreement.

(e) “Ancillary Documents” means the Bills of Sale, the Assignment and Assumption Agreements, the FCC Licenses Assignments, the Intellectual Property Assignment Documents, the Management Agreement, the Custody and Control Agreement, and each other agreement, document, or instrument, other than this Agreement, executed and delivered by the Parties to this Agreement in connection with the consummation of the Proposed Transactions.

(f) “Assumed Contracts” means those Contracts set forth on Schedule 1(f) to this Agreement.

(g) “Assumed Liabilities” means, any and all Liabilities of the Seller under or

with respect to:

- (i) the Assumed Contracts;
 - (ii) the Liabilities set forth on Schedule 1(g)(ii) to this Agreement; and
 - (iii) all Liabilities arising out of the conduct of the Radio Business, ownership of the Radio Assets or employment of the Transferred Employees on or after the Initial Closing Date.
- (h) Intentionally Omitted.
- (i) “Bankruptcy Case” means Seller’s case under Chapter 11 of the Bankruptcy Code initiated on the Petition Date.
- (j) “Bankruptcy Rules” means the Federal Rules of Bankruptcy Procedure.
- (k) “Business Day” means any day, excluding Saturday, Sunday, and any other day on which commercial banks in Virginia are authorized or required by Law to close.
- (l) “Cash and Cash Equivalents” means all of Seller’s cash, including petty cash and checks received, checking account balances, marketable securities, certificates of deposit, time deposits, bankers’ acceptances, commercial paper and government securities, and all other cash equivalents, in each case held by, or for, the account or benefit of Seller at the Effective Time.
- (m) “Cash Collateral Order” means the interim order filed on February 3, 2014 with the Bankruptcy Court Docket No. 58; the second interim order filed with the Bankruptcy Court on March 7, 2014 Docket No. 106; the third interim order filed with the Bankruptcy Court on May 1, 2014; and the fourth interim order filed with the Bankruptcy Court on May 22, 2014 Docket No. 260.
- (n) “Code” means the Internal Revenue Code of 1986.
- (o) “Contract” means any written or oral contract, purchase order, service order, sales order, indenture, note, loan agreement, bond, lease, license, commitment, instrument or other agreement, arrangement, or commitment that is binding upon the Seller or its property.
- (p) “Cure Amounts” means the amounts necessary to cure all defaults, if any, and to pay all actual pecuniary losses, if any, that have resulted from such defaults, under the Assumed Contracts, in each case as of the Petition Date, and, to the extent required by section 365 of the Bankruptcy Code or any order of the Bankruptcy Court, which amounts (if not already paid in the Ordinary Course of Business or pursuant to an order of the Bankruptcy Court) are identified on Schedule 1(p) to this Agreement.
- (q) “Custody and Control Agreement” means the Custody and Control Agreement between Seller and Buyer in the form attached as Exhibit H.

(r) “Documents” means all of Seller’s written files, documents, instruments, papers, books, reports, records, tapes, microfilms, photographs, letters, budgets, forecasts, plans, operating records, safety and environmental reports, data, studies, and other documents, ledgers, journals, title policies, customer lists, regulatory filings, operating data and plans, research material, technical documentation (design specifications, engineering information, test results, maintenance schedules, functional requirements, operating instructions, logic manuals, processes, flow charts, etc.), user documentation (installation guides, user manuals, training materials, release notes, working papers, etc.), marketing documentation (sales brochures, flyers, pamphlets, web pages, etc.), and other similar materials and whether or not in tangible, electronic, or other form.

(s) “Effective Time” means 5:00 PM (Virginia time) on the Initial Closing Date.

(t) “Employee” means an individual who, as of the applicable date, is employed by FLS primarily in connection with the conduct of the Radio Business.

(u) “Encumbrance” means any lien, encumbrance, claim (as defined in section 101(5) of the Bankruptcy Code), right, demand, charge, mortgage, deed of trust, option, pledge, security interest, or similar interests, title defects, hypothecations, easements, rights of way, restrictive covenants, encroachments, rights of first refusal, preemptive rights, judgments, conditional sale or other title retention agreements, and other impositions, imperfections, or defects of title, or restrictions on transfer or use of any nature whatsoever.

(v) “Equipment” means all equipment, machinery, vehicles, furniture, fixtures, supplies, and other tangible personal property of every kind and description (including but not limited to, communications equipment, IT Assets, broadcasting equipment, and any attached and associated hardware, routers, devices, panels, cables, manuals, cords, connectors, cards), and all vendor documents and warranties with respect thereto, in each case owned and used (or held for use) by Seller solely in connection with the conduct of the Radio Business.

(w) “ERISA Affiliate” means any entity which is, or at any relevant time was, a member of:

- (i) a controlled group of corporations (as defined in Section 414(b) of the Code);
- (ii) a group of trades or businesses under common control (as defined in Section 414(c) of the Code);
- (iii) an affiliated service group (as defined under Section 414(m) of the Code); or
- (iv) any group specified in regulations under Section 414(o) of the Code, any of which includes or included the Seller.

(x) "Excluded Assets" means:

- (i) all Non-Assumed Contracts;
- (ii) all shares of capital stock or other equity interests of Seller or securities convertible into or exchangeable or exercisable for any such shares of capital stock or other equity interests of the Seller;
- (iii) all claims that either may have against any Person solely with respect to Excluded Assets or Excluded Liabilities;
- (iv) the Seller's rights under this Agreement, the Newspaper Purchase Agreement, or the Tower Purchase Agreement, including rights with respect to the purchase price or other consideration paid under any such agreement;
- (v) all Free Lance-Star Benefit Plans;
- (vi) all Documents (whether copies or originals) of the Seller relating to its formation, qualifications to conduct business as a foreign corporation or other legal entity, arrangements with registered agents relating to foreign qualifications, taxpayer and other identification numbers, seals, minute books, stock transfer books, stock ledgers, stock certificates, bylaws and other documents in any case relating to the organization or existence as a corporation (together with all analogous documentation, the "Corporate Formation Records");
- (vii) all Tax Returns and Tax records of the Seller;
- (viii) any records which the Seller is required by Law to retain in its possession;
- (ix) the properties, and assets of Seller that are identified on Schedule 1(x)(ix) to this Agreement;
- (x) any rights of Seller under or with respect to any director and officer insurance policies, fiduciary policies, and employment practices policies (in each case, including any tail policies or coverage thereunder);
- (xi) all Cash and Cash Equivalents of the Seller;
- (xii) the "Free Lance-Star" name;
- (xiii) the Tower Assets; and

(xiv) any other assets of the Seller other than the Radio Assets.

(y) "Excluded Liabilities" means all Liabilities that are not Assumed Liabilities, including:

- (i) all Liabilities of the Seller relating to, or otherwise arising, whether before, on, or after the Initial Closing Date, out of, or in connection with, any of the Excluded Assets;
- (ii) all Liabilities of the Seller in respect of the Non-Assumed Contracts;
- (iii) except as specifically provided in Section 14, any and all Liabilities arising under or otherwise in respect of the Free Lance-Star Benefit Plans;
- (iv) any and all Liabilities of the Seller for Taxes;
- (v) any Liabilities of Seller to any equity holders of Seller in respect of management, other fees, or any other amounts, in any case other than in respect of any Assumed Liability;
- (vi) any and all Liabilities of the Seller under or otherwise with respect to, any collective bargaining agreement or any agreement with any labor union;
- (vii) all costs and expenses of professionals retained under sections 327, 328, 363, or 1103 of the Bankruptcy Code and all fees owed the United States Trustee under 28 U.S.C. § 1930 or otherwise, which along with the costs associated with the wind down of the chapter 11 cases, to the extent not previously paid; and
- (viii) any Liabilities arising from the operation of any successor liability Laws, including "bulk sales" statutes, to the extent that noncompliance therewith or the failure to obtain necessary clearances would subject the Buyer or the Radio Assets to the claims of any creditors of the Seller other than with respect to the Assumed Liabilities, or would subject any of the Radio Assets to any Encumbrances or other restrictions; provided that in no event shall any Assumed Liability be deemed to be or otherwise constitute an Excluded Liability.

(z) "FCC" means the United States Federal Communications Commission.

(aa) "FCC Applications" means the application or applications that FLS and the Buyer must file with the FCC requesting its consent to the transfer of FLS' FCC Licenses to the Buyer.

(bb) “FCC Consent” means the initial action by the FCC approving the FCC Applications.

(cc) “FCC Licenses” means those licenses, permits, and other authorizations issued to FLS by the FCC, and all pending applications related thereto, including those listed on Schedule 1(cc) to this Agreement.

(dd) “Final FCC Order” means an FCC Consent:

- (i) that has not been vacated, reversed, stayed, enjoined, set aside, annulled, or suspended;
- (ii) with respect to which no request for stay, motion, or petition for rehearing, reconsideration, or review, or application or request for review or notice of appeal or sua sponte review by the FCC is pending; and
- (iii) as to which the time for filing any such request, motion, petition, application, appeal, or notice, and for the entry of orders staying, reconsidering, or reviewing on the FCC’s own motion has expired.

(ee) “Final Order” means an order or judgment of the Bankruptcy Court or any other court of competent jurisdiction entered by the Clerk of the Bankruptcy Court or such other court on the docket in the chapter 11 cases or the docket of such other court, which has not been modified, amended, reversed, vacated, or stayed, and as to which:

- (i) the time to appeal, petition for certiorari, or move for a new trial, reargument, or rehearing has expired, and as to which no appeal, petition for certiorari, or motion for new trial, reargument, or rehearing will then be pending; or
- (ii) if an appeal, writ of certiorari, new trial, reargument, or rehearing thereof has been sought, such order or judgment of the Bankruptcy Court, or other court of competent jurisdiction, will have been affirmed by the highest court to which such order was appealed, or certiorari will have been denied, or a new trial, reargument, or rehearing will have been denied, or resulted in no modification of such order, and the time to take any further appeal, petition for certiorari, or move for a new trial, reargument, or rehearing will have expired, as a result of which such order will have become final in accordance with Rule 8002 of the Bankruptcy Rules; provided that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, may be filed relating to such order, will not cause such order not to be a Final Order.

(ff) “Free Lance-Star Benefit Plans” means:

- (i) all “employee benefit plans” (as defined in Section 3(3) of ERISA), including all employee benefit plans which are “pension plans” (as defined in Section 3(2) of ERISA), and any other employee benefit or compensation arrangements or payroll practices, including severance pay, vacation pay, company awards, salary continuation for disability, sick leave, death benefit, hospitalization, welfare benefit, group or individual health, dental, medical, life, insurance, survivor benefit, deferred compensation, profit sharing, retirement, retiree medical, supplemental retirement, bonus or other incentive compensation, stock or other equity compensation plans, arrangements, or policies, of FLS; and
- (ii) all employment, termination, bonus, severance, change in control, or other similar Contracts, agreements, or arrangements, in each case to which FLS is a party, with respect to which FLS has any Liability or obligation, which is maintained by FLS or to which FLS contributes or is obligated to contribute with respect to its current or former directors, officers, consultants, and employees.

(gg) “GAAP” means United States generally accepted accounting principles as in effect from time to time.

(hh) “Governmental Body” means any government, quasi-governmental entity, or other governmental or regulatory body, agency, or political subdivision thereof of any nature, whether foreign, federal, state, county, or local, or any agency, branch, department, official, entity, instrumentality, or authority thereof, or any court or arbitrator (public or private) of applicable jurisdiction.

(ii) “Intellectual Property” means all of FLS’ intellectual property and proprietary rights of any kind, owned, or leased, including:

- (i) trademarks, service marks, trade names, slogans, logos, trade dress, internet domain names, uniform resource identifiers, rights in design, brand names, and other similar designations of source or origin, together with all goodwill, registrations, and applications related to the foregoing;
- (ii) patents, utility models, and industrial design registrations (and all continuations, divisionals, continuations in part, provisionals, renewals, reissues, re-examinations, and applications for any of the foregoing);
- (iii) copyrights and copyrightable subject matter (including any registration and applications for any of the foregoing);

- (iv) trade secrets and other confidential or proprietary business information (including manufacturing and production processes and techniques, research and development information, technology, drawings, specifications, designs, plans, proposals, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans, customer and supplier lists and information), know how, proprietary processes, formulae, algorithms, models, and methodologies;
- (v) computer software, computer programs, and databases (whether in source code, object code, or other form); and
- (vi) all rights to sue for past, present, and future infringement, misappropriation, dilution, or other violation of any of the foregoing, and all remedies at law or equity associated therewith;

in each case related solely to the Radio Business.

(jj) “IT Assets” means any and all of FLS’ computers, computer software, and databases (including source code, object code, and all related documentation), firmware, middleware, servers, workstations, routers, hubs, switches, data communications lines, and all other information technology equipment and elements and associated documentation, in each case used, or held for use, solely in connection with the Radio Business, including warranties with respect thereto.

(kk) “Knowledge of the Seller” means the actual knowledge of Nicholas Cadwallender or Florence Barnick.

(ll) “Law” or “Laws” means all federal, state, local, county, or foreign laws, statutes, common law, rules, codes, regulations, restrictions, ordinances, orders, decrees, approvals, directives, judgments, rulings, injunctions, writs and awards of, or issued, promulgated, enforced or entered by, any Governmental Body, or court of competent jurisdiction, or other requirement or rule of law.

(mm) “Lender” means DSP Acquisition, LLC, a Delaware limited liability company, which purports to hold a valid properly perfected first priority lien on some of the Radio Assets, or such other Person which holds a valid properly perfected first priority lien on any of the Radio Assets.

(nn) “Lender Loan Documents” means those documents, agreements, and instruments evidencing the Loan, the Lender’s security interest in some of FLS’ assets, and other related and associated matters, including documents, agreements, and instruments as set forth on Schedule 1(nn) to this Agreement.

(oo) “Liability” means, as to any Person, any debt, adverse claim, liability, duty, responsibility, obligation, commitment, assessment, cost, expense, loss, expenditure,

charge, fee, penalty, fine, contribution, or premium of any kind or nature whatsoever, whether known or unknown, asserted or unasserted, absolute or contingent, direct or indirect, accrued or unaccrued, liquidated or unliquidated, or due or to become due, including all costs and expenses relating thereto.

(pp) “Loan” means the loan made by the Lender’s predecessor-in-interest to FLS pursuant to the Lender Loan Documents.

(qq) “Management Agreement” means the Station Operating Agreement in the form attached as Exhibit D.

(rr) “Newspaper Purchase Agreement” means the Asset Purchase Agreement executed simultaneously with this Agreement among FLS, William Douglas Properties, LLC, and the Newspaper Purchaser.

(ss) “Non-Assumed Contracts” means any and all Contracts to which the Seller is a party but that are not Assumed Contracts.

(tt) “Ordinary Course of Business” means the ordinary and usual course of normal day-to-day operations of the Radio Business consistent with past practice, but considered in the context of FLS’ Bankruptcy Case.

(uu) “Permits” means all notifications, licenses, permits (including environmental, construction and operation permits), accreditations, franchises, certificates, approvals, consents, waivers, clearances, exemptions, classifications, registrations, variances, orders, tariffs, rate schedules, and other similar documents and authorizations issued by any Governmental Body or any other Person.

(vv) “Permitted Encumbrances” means:

- (i) Encumbrances for utilities and current Taxes not yet due and payable;
- (ii) easements, rights of way, restrictive covenants, encroachments, and similar nonmonetary encumbrances, or nonmonetary impediments against any of the Radio Assets which do not, individually or in the aggregate, materially adversely affect the Radio Business or the use or occupancy of the Tower Real Property;
- (iii) applicable zoning Laws, building codes, land use restrictions, and other similar restrictions imposed by Law;
- (iv) materialmans’, mechanics’, artisans’, shippers’, warehousemans’ or other similar common law or statutory liens incurred in the ordinary course of business;

- (v) obligations under Assumed Contracts and any other Contracts listed on Schedule 1(vv)(v) to this Agreement; and
- (vi) such other Encumbrances or title exceptions as the Buyer may approve in writing in its sole discretion, or which do not, individually or in the aggregate, materially adversely affect the Radio Business.

(ww) "Person" means an individual, corporation, partnership, limited liability company, joint venture, association, trust, unincorporated organization, labor union, estate, Governmental Body, or other entity or group.

(xx) "Radio Assets" means only the Radio Business and the following assets, properties, goodwill, rights, and claims of FLS related solely to the Radio Business, provided that in all cases "Radio Assets" shall not include any of the Tower Assets or other Excluded Assets:

- (i) all Assumed Contracts;
- (ii) all of FLS' right, title and interest in and to the Intellectual Property related solely to the Radio Business, including without limitation the Intellectual Property listed or described on Schedule 1(xx)(ii);
- (iii) all goodwill and other intangible assets associated solely with the Radio Business;
- (iv) all Permits issued to FLS solely in connection with the Radio Business or applicable solely to the ownership of the Radio Assets or assumption of the Assumed Liabilities, and all pending applications of FLS therefor;
- (v) all FCC Licenses;
- (vi) all Accounts Receivable which relate solely to the Radio Business;
- (vii) all Documents of Seller solely used in, held by, or relating to the Radio Business or in respect of the Radio Assets or Assumed Liabilities;
- (viii) all rights under nondisclosure or confidentiality, noncompete or nonsolicitation agreements with Employees, to the extent assignable;
- (ix) all rights, claims, credits, counterclaims, defenses, causes of actions or rights of setoff against third parties relating solely to the Radio Assets or Assumed Liabilities, including rights under

vendors' and manufacturers' warranties, indemnities, and guaranties;

- (x) any counterclaims, setoffs, or defenses that FLS may have with respect to any Assumed Liabilities;
- (xi) all IT Assets and other Equipment including those listed or described on Schedule 1(xx)(xi);
- (xii) all of FLS' indemnification rights under or with respect to the Assumed Liabilities or other Radio Assets;
- (xiii) all personnel files for Transferred Employees, to the extent permitted by applicable Law, provided that Buyer executes and delivers the Custody and Control Agreement with respect to such files at Initial Closing; and
- (xiv) all of FLS' insurance policies insuring only the Radio Business or the Radio Assets, to the extent assignable.

(yy) "Radio Business" means the business of FLS of owning and operating the Radio Stations and the Radio Assets, and engaging in activities related thereto, but does not include the business of owning or operating the Tower Assets.

(zz) Intentionally Omitted.

(aaa) Intentionally Omitted.

(bbb) "Radio Stations" means the radio stations and FM translator station owned and operated by FLS with call signs WFLS(FM), WNTX(AM), WVBX(FM), WWUZ(FM), and W234BS.

(ccc) "Sale Hearing" means the hearing to approve this Agreement and seeking entry of the Sale Order.

(ddd) "Sale Motion" means the motion or motions seeking approval and entry of the Sale Procedures Order and Sale Order each incorporating the bidding procedures.

(eee) "Sale Order" means a Final Order in the form attached as Exhibit B to this Agreement or otherwise in a form and substance reasonably satisfactory to the Buyer and Seller.

(fff) "Tax" means any and all taxes, charges, fees, tariffs, duties, impositions, levies, or other assessments, imposed by any Governmental Body owing by the Seller, and includes any interest, penalties, or additional amounts attributable to, or imposed upon, or with respect to, such Tax.

(ggg) "Tax Period" means any period prescribed by any Governmental Body for which a Tax Return is required to be filed or a Tax is required to be paid.

(hhh) "Tax Return" means any return, report, information return, declaration, claim for refund, or other document (including any schedule or related or supporting information) supplied or required to be supplied to any Governmental Body with respect to Taxes, including amendments thereto.

(iii) "Tower Assets" means all of the following assets of FLS:

- (i) all Tower Real Property;
- (ii) all Tower Equipment;
- (iii) all Tower Permits;
- (iv) all Tower Assumed Contracts;
- (v) any counterclaims, setoffs, or defenses that FLS may have with respect to any Tower Assumed Liabilities;
- (vi) all of FLS' insurance policies insuring the Tower Real Property or the other Tower Assets, to the extent assignable;
- (vii) all of the FLS' indemnification rights under or with respect to the other Tower Assets or any Tower Assumed Liabilities; and
- (viii) all Documents relating to the Tower Assets described in (i) – (vii) above or to the Tower Assumed Liabilities.

(jjj) "Tower Assumed Contracts" means those Contracts set forth on Schedule 1(jjj) annexed to this Agreement

(kkk) "Tower Assumed Liabilities" means, any and all Liabilities of FLS under or with respect to:

- (i) the Tower Assumed Contracts;
- (ii) the Liabilities set forth on Schedule 1(kkk)(ii) to this Agreement; and
- (iii) all Liabilities arising out of the ownership of the Tower Assets after the Effective Time.

(III) "Tower Equipment" means all equipment, machinery, vehicles, furniture, fixtures, supplies, and other tangible personal property of every kind and description, including but not limited to, communications equipment, and any attached and associated hardware,

routers, devices, panels, cables, manuals, cords, connectors, cards, and vendor documents, and including all warranties, in each case owned and used (or held for use) by Seller and situated on the Tower Real Property, but excluding any and all equipment used for radio frequency transmission which can be removed from the fixtures or improvements included in the Tower Real Property without material damage to the Tower Real Property.

(mmm) Intentionally Omitted

(nnn) "Tower Permits" means all Permits issued to FLS and used, or held for use, in connection with, or applicable to the ownership of, the Tower Assets, or assumption of the Tower Assumed Liabilities, provided that "Tower Permits" shall not, and shall not be construed to, include any permits, licenses or authorizations of any kind issued by or under the jurisdiction of the FCC.

(ooo) "Tower Purchase Agreement" means the Tower Asset Purchase Agreement executed simultaneously with this Agreement between FLS and Tower Purchaser.

(ppp) "Tower Real Property" means the real property owned by FLS, together with all buildings, structures, fixtures, and improvements erected thereon, and as set forth on Schedule 1(ppp) to this Agreement.

(qqq) "Unencumbered Assets" means the Radio Assets which the Bankruptcy Court determines not to be encumbered by a properly perfected lien in favor of Lender under the Lender Loan Documents.

Section 2. Purchase and Sale of the Radio Assets; Assumption of the Assumed Liabilities. Pursuant to Section 105, Section 363, and Section 365 of the Bankruptcy Code, and upon the terms and subject to the conditions set forth in this Agreement (including Section 5 of this Agreement) and the Sale Order, the Buyer will purchase and acquire, and accept from the Seller, and the Seller will sell, transfer, assign, convey, and deliver to the Buyer, on the Initial Closing Date, all of the Seller's right, title, and interest in, to, and under, the Radio Assets free and clear of all Encumbrances and Liabilities (other than Permitted Encumbrances and Assumed Liabilities) and the Buyer will pay the Cure Amounts (as provided for in this Agreement) and assume the Assumed Liabilities. For the sake of clarification and notwithstanding anything herein to the contrary, the Excluded Assets are not intended to be part of the Radio Assets and shall not be acquired by the Buyer hereunder.

Section 3. Consideration.

(a) The purchase price (the "Purchase Price") for the Radio Assets will be the sum of the following:

- (i) (X) the Cure Amounts and (Y) the assumption on the Initial Closing Date by the Buyer of the Assumed Liabilities and the Buyer's agreement to pay, perform, and discharge in accordance

with their respective terms all obligations of the Seller thereunder;
plus;

- (ii) the payment in full in immediately available funds on the Initial Closing Date of the sum of \$6,405,056 (the "Cash Purchase Price"); plus
- (iii) payment by the Buyer in the form of a credit bid under Bankruptcy Code section 363(k) in the amount of \$1.2 million with respect to such portion of the aggregate obligations then outstanding under the Lender Loan Documents as may be allowed by the Bankruptcy Court.

(b) The portion of Purchase Price described in Section 3(a)(iii) above shall be applied to the purchase of the Radio Assets other than the Unencumbered Assets.

Section 4. Cure Amounts.

(a) At the Initial Closing, the Seller will transfer and assign all of its rights and obligations under or with respect to the Assumed Contracts to the Buyer pursuant to section 365 of the Bankruptcy Code and the Sale Order. In connection with such assignment and assumption, the Buyer will cure all defaults under such Assumed Contracts to the extent required by section 365(b) of the Bankruptcy Code and pay all Cure Amounts directly to the appropriate parties to the Assumed Contracts.

(b) In the event that any party to an Assumed Contract timely objects to the calculation of the Cure Amount for such Assumed Contract and alleges that the Cure Amount for such Assumed Contract exceeds the amount calculated by the Seller for such Contract (such excess amount, the "Excess Cure Amount"), then the Seller will provide written notice to the Buyer of such Cure Amount objection and the amount of such Excess Cure Amount for each of the proposed Assumed Contracts; and

- (i) the Buyer will within twenty Business Days after receipt of such notice from the Seller either (1) resolve the Cure Amount dispute with the party to the Assumed Contract; or (2) notify the Seller that the Buyer elects not to assume such Assumed Contract; or
- (ii) take no action with respect to such notice, in which case, such Assumed Contract will continue to be assumed by the Buyer at the Initial Closing with the Excess Cure Amount added to the Cure Amount.

Section 5. Closing.

(a) Initial Closing. Subject to the satisfaction of the closing conditions set forth in Section 9 of this Agreement (as modified by Section 5(b) of this Agreement), or the

waiver thereof by the Party entitled to waive the applicable condition, the closing of the purchase and sale of the Radio Assets, the delivery of the Purchase Price, the assumption of the Assumed Liabilities, and the consummation of the other Proposed Transactions (the "Initial Closing") will take place at the offices of the Seller's counsel, Tavenner & Beran, PLC, 20 North Eight Street, Second Floor, Richmond, Virginia 23219 on the date (the "Initial Closing Date") that is no later than two Business Days following the entry of the Sale Order; provided that to the extent the conditions as set forth in Section 9 of this Agreement, are not so satisfied (other than conditions that by their nature are to be satisfied solely by the Parties at the Initial Closing) or so waived on or prior to such date, the Initial Closing Date shall be automatically extended until, and the Initial Closing will occur promptly, but no later than two Business Days, following such date as all of the conditions set forth in Section 9 of this Agreement have been satisfied (other than conditions that by their nature are to be satisfied solely by the Parties at the Initial Closing) or waived by the Party entitled to waive the applicable condition, unless another time or date, or both, are agreed to in writing by the Parties to this Agreement.

(b) Secondary Closing. The Parties acknowledge and agree that if there is no Final FCC Order prior to the Initial Closing Date, the FCC Licenses will not be transferred to the Buyer on the Initial Closing Date. On the date (the "Secondary Closing Date") that is two Business Days following satisfaction of the Secondary Closing Conditions as set forth in Section 9(d) of this Agreement, (or such other time or date as agreed to in writing by the Parties), FLS will transfer to the Buyer, all of FLS' right, title and interest in and to the FCC Licenses pursuant to the FCC Licenses Assignments, and such other agreements, certificates, instruments, and documents reasonably requested by the Buyer in order to fully consummate the transfer of the FCC Licenses in accordance with the terms of this Agreement and the Sale Order (the "Secondary Closing"). The Seller's will at all times, and subject to the authority of the Bankruptcy Court, exercise ultimate control over the programming, personnel, operations, finances and policies of the Radio Stations pursuant to the terms of the Management Agreement until the Secondary Closing.

Section 6. Closing Deliveries by the Seller.

- (a) At the Initial Closing, the Seller will deliver or will cause to be delivered to the Buyer:
- (i) a Bill of Sale (the "Bill of Sale") with respect to the applicable Radio Assets, substantially in the form attached to this Agreement as Exhibit E, duly executed by the Seller;
 - (ii) an Assignment and Assumption Agreement (the "Assignment and Assumption Agreement") with respect to the Assumed Contracts and other Assumed Liabilities, substantially in the form attached to this Agreement as Exhibit F, duly executed by the Seller;
 - (iii) a true and correct copy of the Sale Order;
 - (iv) duly executed Seller's Certificates;

- (v) one or more assignments and other documents, in form reasonably acceptable to Buyer and FLS to convey to Buyer the Intellectual Property other than such Intellectual Property which may only be effectively transferred to Buyer with the FCC Licenses Assignment at the Secondary Closing (the "Intellectual Property Assignment Documents") duly executed by FLS;
- (vi) the Management Agreement duly executed by FLS;
- (vii) the Custody and Control Agreement duly executed by FLS;
- (viii) all other previously undelivered certificates, agreements and other Documents required by this Agreement to be delivered by the Seller at or prior to the Initial Closing; and
- (ix) such other agreements, certificates, instruments, and documents reasonably requested by the Buyer in order to fully consummate that portion of Proposed Transactions contemplated by this Agreement to be consummated at the Initial Closing.

- Buyer:
- (b) At the Secondary Closing, FLS will deliver or cause to be delivered to
 - (i) one or more Assignments of FCC Licenses (the "FCC Licenses Assignment") with respect to the FCC Licenses substantially in the form attached to this Agreement as Exhibit G or otherwise as reasonably requested by the Buyer; and
 - (ii) such other agreements and documents reasonably requested by Buyer in order to effect the transaction contemplated by the FCC Licenses Assignment.

Section 7. Closing Deliveries by the Buyer.

- Seller:
- (a) At the Initial Closing, the Buyer will deliver or cause to be delivered to the
 - (i) the Cash Purchase Price in immediately available funds wired to an account designated by the Seller;
 - (ii) [intentionally deleted]
 - (iii) the Assignment and Assumption Agreements duly executed by the Buyer;

- (iv) [intentionally deleted]
- (v) the Buyer's Certificate duly executed by the Buyer;
- (vi) all other previously undelivered certificates, agreements and other documents required by this Agreement to be delivered by the Buyer at or prior to the Initial Closing in connection with the Proposed Transactions, in each case duly executed by the Buyer;
- (vii) the Management Agreement duly executed by the Buyer;
- (viii) the Custody and Control Agreement duly executed by the Buyer; and
- (ix) such other agreements, certificates, instruments, and documents reasonably requested by the Seller in order to consummate that portion of the Proposed Transactions contemplated by this Agreement to be consummated at the Initial Closing and carry out the purposes and intent of this Agreement.

(b) At the Secondary Closing, the Buyer will deliver or cause to be delivered to the Seller any and all agreements and documents reasonably requested by the Seller or otherwise required to effect the transaction contemplated by the FCC Licenses Assignment.

Section 8. Termination of this Agreement.

- (a) This Agreement may be terminated as follows:
 - (i) by the mutual written consent of the Seller and the Buyer at any time prior to the Initial Closing;
 - (ii) by either the Buyer or a Seller, if a Final Order of a Governmental Body of competent jurisdiction restraining, enjoining, or otherwise prohibiting the consummation of the transactions contemplated hereby is in effect; it being agreed that the Parties to this Agreement will promptly appeal any adverse determination which is appealable (and pursue such appeal with reasonable diligence) unless and until either Buyer or Seller terminates this Agreement pursuant to this Section 8(a);
 - (iii) by the Buyer, if the Seller's chapter 11 cases are dismissed or converted to a case or cases under chapter 7 of the Bankruptcy Code;
 - (iv) by the Buyer or Seller, if the Sale Order will not have been entered by the Bankruptcy Court by the close of Business on or before June 18, 2014;

- (v) by the Buyer, if sale orders in the forms attached as Exhibit B hereto and as Exhibit B to each of the Radio Business Purchase Agreement and the Tower Purchase Agreement, or in forms otherwise acceptable to each of the Buyer, the Radio Purchaser, and the Tower Purchaser (collectively, the "Buyer's Approval Orders"), have not been entered by the Bankruptcy Court by close of business on May 27, 2014;
 - (vi) by the Buyer or Seller, if, following its entry, the Sale Order will fail to be in full force and effect or will have been stayed, reversed, modified, or amended in any respect without the prior written consent of the Buyer; provided, however, that the right to terminate this Agreement under this Section 8(a)(v) will not be available to any Party whose failure to fulfill any material obligation under this Agreement has been the cause of, or resulted in, the failure of the Sale Order to be in full force and effect;
 - (vii) by the Seller (provided that the Seller is not in breach of its obligations under this Agreement), if Buyer shall have committed a material breach of this Agreement or if any of the conditions set forth in Sections 9(a) and 9(b) (other than conditions that by their nature are to be satisfied at Initial Closing) have not been satisfied and have not been waived in writing by such Seller by June 20, 2014 (as such date may be extended by agreement of the Buyer and the Sellers, the "Outside Date");
 - (viii) by either Buyer or Seller, if the Seller have consummated an Alternative Transaction;
 - (ix) by the Buyer (provided that Buyer is not in breach of its obligations under this Agreement), if Seller shall have committed a material breach of this Agreement or if any of the conditions set forth in Section 9(a) and Section 9(c) of this Agreement (other than conditions that by their nature are to be satisfied at the Initial Closing) have not been satisfied and have not been waived in writing by Buyer by the Outside Date;
 - (x) by the Buyer (provided that Buyer is not in breach of its obligations under this Agreement), if the Initial Closing has not occurred by the Outside Date; or
 - (xi) by Seller (provided that Seller is not in breach of its obligations under this Agreement), if the Initial Closing has not occurred by the Outside Date.
- (b) Procedure Upon Termination. In the event of a termination of this

Agreement by the Buyer or the Seller, or both, pursuant to Section 8(a) of this Agreement:

- (i) written notice thereof will be given promptly by the terminating Party to the other Parties to this Agreement, specifying the provision of this Agreement pursuant to which such termination is made;
- (ii) this Agreement will thereupon terminate and become void and of no further force and effect; and
- (iii) the consummation of the Proposed Transactions will be abandoned without further action of the Parties to this Agreement.

(c) Effect of Termination. In the event that this Agreement is validly terminated as provided in this Section 8, then each of the Parties will be relieved of its duties and obligations arising under this Agreement effective as of the date of such termination and such termination will be without Liability to the Buyer or the Seller; provided, however, that Section 20(a), Section 22, Section 23 and this Section 8(c), will survive any such termination and will be enforceable hereunder.

Section 9. Conditions to Closing.

(a) Conditions Precedent to the Obligations of the Buyer and the Seller. The respective obligations of the Parties to consummate the Proposed Transactions are subject to the satisfaction or written waiver, on or prior to the Initial Closing Date, of each of the following conditions (any or all of which may be waived in writing by the Seller and the Buyer in whole or in part to the extent permitted by applicable Law):

- (i) there will not be in effect any statute, rule, regulation, executive order enacted, issued, entered or promulgated by a Governmental Body of competent jurisdiction restraining, enjoining, or otherwise prohibiting the Proposed Transactions; and
- (ii) the Bankruptcy Court will have entered the Buyer's Approval Orders.

(b) Conditions Precedent to the Obligations of the Seller. The obligations of the Seller to consummate the Proposed Transactions are subject to the fulfillment, on or prior to the Initial Closing Date, of each of the following conditions (any or all of which may be waived in writing by the Seller in whole or in part to the extent permitted by applicable Law):

- (i) the representations and warranties of the Buyer as set forth Section 13 of this Agreement will be true and correct as of the Initial Closing Date as though made on and as of the Initial Closing Date (except for such representations and warranties made as of a certain date, which will be true and correct as of such date as

such representations or warranties to be true and correct (without giving effect to any limitation or qualification as to "materiality" or "material adverse effect" set forth in such representations and warranties) has not had and would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on the Buyer's ability to consummate Proposed Transactions;

- (ii) the Buyer will have performed and complied in all material respects with all obligations and agreements required by this Agreement to be performed or complied with by the Buyer on or prior to the Initial Closing Date;
- (iii) the Seller will have received a duly authorized and executed certificate of the Buyer, dated as of the Initial Closing Date (the "Buyer's Certificate"), certifying that the conditions set forth in Sections 9(b)(i) and (ii) have been satisfied;
- (iv) the Buyer will have delivered, or caused to be delivered, to the Seller all of the items set forth in Section 7 of this Agreement;
- (v) all portions of the Purchase Price will have been delivered in full in accordance with Section 3 of this Agreement;
- (vi) the Buyer will have delivered to the Seller appropriate evidence of all necessary corporate action by the Buyer in connection with the transactions contemplated hereby, including: (A) certified copies of resolutions duly adopted by the Buyer's governing body approving the Proposed Transactions and authorizing the execution, delivery, and performance by the Buyer of this Agreement; and (B) a certificate as to the incumbency of officers of the Buyer executing this Agreement and any instrument or other document delivered in connection with the Proposed Transactions; and
- (vii) the Closing under the Newspaper Purchase Agreement and the Tower Purchase Agreement shall both occur simultaneously with Initial Closing.

(c) Conditions Precedent to the Obligations of the Buyer. The obligations of the Buyer to consummate the Proposed Transactions are subject to the fulfillment, on or prior to the Initial Closing Date, of each of the following conditions (any or all of which may be waived in writing by the Buyer in whole or in part to the extent permitted by applicable Law):

- (i) the Seller will have delivered to the Buyer (1) a copy of the Sale Order and (2) copies of all affidavits/certificates of service of the

Sale Motion or notice of such motion filed by or on behalf of the Seller;

- (ii) the representations and warranties of Seller set forth in Section 11 of this Agreement will be true and correct as of the Initial Closing Date as though made on and as of the Initial Closing Date (except for such representations and warranties made as of a certain date, which will be true and correct as of such date as though made on and as of such date) except where the failure of such representations or warranties to be true and correct (without giving effect to any limitation or qualification as to “materiality” or “material adverse effect” set forth in such representations and warranties) has not had and would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on Seller or on Seller’s ability to consummate the Proposed Transactions;
- (iii) Seller will have performed and complied in all material respects with all of its obligations and agreements required in this Agreement to be performed or complied with by Seller on or prior to the Initial Closing Date;
- (iv) Buyer will have received a duly authorized and executed certificate of Seller, dated as of the Initial Closing date certifying that the conditions set forth in Section 9(c)(ii) and 9(c)(iii) have been satisfied (the “Seller’s Certificate”); and
- (v) the Seller will have delivered, or caused to be delivered, to the Buyer all of the items set forth in Section 6 of this Agreement.

(d) Conditions Precedent to Secondary Closing. The respective obligations of the Parties to consummate the transactions contemplated by this Agreement to be consummated at the Secondary Closing are subject to the satisfaction, or written waiver by Seller and Buyer of the conditions that the FCC Consent shall have become a Final FCC Order permitting the transfer of the FCC Licenses by FLS to the Buyer (the “FCC License Closing Condition”).

(e) Frustration of Closing Conditions. Neither the Seller nor the Buyer may rely on the failure of any condition set forth in this Section 9, as the case may be, if such failure was caused directly by such Party’s failure to comply with any provision of this Agreement.

Section 10. Further Conveyances and Assumptions. From time to time following the Initial Closing, the Seller and the Buyer will, and the Seller and the Buyer will cause their respective Affiliates and agents to, execute, acknowledge, and deliver all such further conveyances, notices, assumptions, releases, and acquaintances, and such other instruments, and will take such further actions, as may reasonably be deemed necessary or appropriate to assign and convey fully to the Buyer, all of the properties, rights, titles, interests, estates, remedies,

powers, and privileges intended to be conveyed to the Buyer and to ensure the assumption of the Liabilities and obligations intended to be assumed by the Buyer under this Agreement, and to otherwise make effective the Proposed Transactions and the Sale Order.

Section 11. Representations and Warranties of the Seller. The Seller hereby makes the representations and warranties in this Section 11 to the Buyer as of the Agreement Date (except with respect to representations and warranties made as of a particular date, which will be deemed to be made only as of such date):

(a) Corporate Organization and Qualification. At the Initial Closing, the Seller will be duly incorporated, validly existing and in good standing under the laws of the Commonwealth of Virginia. Except for such authorization as is required by the Bankruptcy Court, Seller has full corporate or similar power and authority to own or lease and to operate and use the Radio Assets and to carry on the Radio Business as now conducted.

(b) Authority Relative to this Agreement. Except for such authorization as is required by the Bankruptcy Court, and assuming receipt of all third party consents required with respect to the Assumed Contracts and satisfaction of the FCC License Closing Condition, FLS has all requisite power, authority, and legal capacity to (x) execute and deliver this Agreement, (y) execute and deliver each other agreement, document, instrument or certificate contemplated by this Agreement or to be executed by Seller in connection with the consummation of the Proposed Transactions, including the Ancillary Documents, and (z) perform its obligations set forth in this Agreement and consummate the Proposed Transactions.

(c) Valid Execution. This Agreement has been, and at or prior to the Initial Closing each of the Ancillary Documents to be delivered at the Initial Closing will be, duly and validly executed and delivered by Seller and (assuming the due authorization, execution, and delivery by the other Parties to this Agreement, and the entry of the Sale Order) this Agreement constitutes, and each of the Ancillary Documents to which Seller is a party, when so executed and delivered will constitute, legal, valid and binding obligations of FLS, enforceable against Seller in accordance with their respective terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar Laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith, and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

(d) Title to the Radio Assets. To the Knowledge of Seller, upon delivery to the Buyer on the Initial Closing Date of the instruments of transfer contemplated by this Agreement, and subject to the terms of the Sale Order, Seller will thereby transfer to the Buyer, good and valid title to all of the personal property owned by Seller and included in the Radio Assets, free and clear of all Encumbrances, except for the Assumed Liabilities and for Permitted Encumbrances.

(e) Brokers and Finders. The Seller has not employed, and no other Person has made any arrangement by or on behalf of Seller with, any investment banker, broker, finder, consultant, or intermediary in connection with the Proposed Transactions who would be entitled

to any investment banking, brokerage, finders, or similar fee or commission in connection with this Agreement or the Proposed Transactions.

(f) FCC Licenses.

- (i) FLS is the holder of the FCC Licenses, which are all of the licenses, permits and authorizations issued by the FCC that are required for or otherwise material to the present operation of the Radio Stations.
- (ii) Except as set forth on Schedule 11(f), to the Knowledge of Seller, the FCC Licenses are in full force and effect and have not been revoked, suspended, canceled, rescinded or terminated and have not expired.
- (iii) Except as set forth on Schedule 11(f) to this Agreement, to the Knowledge of the Seller: (a) there is not pending or threatened any action, proceeding or investigation by or before the FCC to revoke, suspend, cancel, rescind or materially and adversely modify any of the FCC Licenses or that would be reasonably likely to materially and adversely affect the Radio Stations (other than proceedings to adopt or amend FCC rules of general applicability) and (b) there is not pending, issued, or outstanding, by or before the FCC, any order to show cause, notice of violation, notice of apparent liability, or order of forfeiture against the Radio Stations or against FLS with respect to the Radio Stations that could result in any such action.
- (iv) Except as set forth on Schedule 11(f) to this Agreement, to the Knowledge of the Seller, the Radio Stations are operating in material compliance in all material respects with the FCC Licenses, the Communications Act of 1934, as amended (the "Communications Act"), and the rules, regulations and policies of the FCC.
- (v) Except as set forth on Schedule 11(f) to this Agreement, to the Knowledge of the Seller, the FCC Licenses are not subject to any conditions other than those set forth on the FCC Licenses themselves or those conditions applicable under the Communications Act or the FCC's rules, regulations or policies to radio stations in the same service and of the same class.
- (vi) Except as set forth on Schedule 11(f) to this Agreement, and to the Knowledge of the Seller, (a) the Radio Stations are not causing interference in violation of the FCC's rules, regulations and policies with the transmissions of any other station or

communications facility or the public's reception of such transmissions, and (b) Seller has received no complaint with respect thereto and, no station or communications facility is causing interference in violation of the FCC rules, regulations and policies with any transmissions of a Radio Station or the public's reception of such transmission.

- (vii) Except as set forth on Schedule 11(f) to this Agreement, to the Knowledge of the Seller, there are no facts or circumstances which would reasonably be expected to cause the FCC to deny the FCC Applications, designate the FCC Applications for hearing, or materially delay the issuance of the FCC Consent.
- (viii) To the Knowledge of the Seller, (a) all material reports and filings required to be filed with the FCC and/or placed in the Radio Stations' public inspection files by Seller with respect to the Radio Stations have been timely filed and/or placed in FLS' public files, (b) all such reports and filings are accurate and complete in all material respects, and (c) Seller maintains appropriate public inspection files at its locations as required by the FCC's rules.

(g) Employees. Schedule 11(g) to this Agreement sets forth a list, to the Knowledge of Seller, of all (i) Employees as of April 8, 2014, along with the position, original date of hire ("Date of Hire"), annual rate of base compensation or hourly wage, and the estimated or target annual incentive compensation, of each such Employee, and (ii) for each Employee on a leave of absence, the date such leave commenced, the reason for such leave and the expected date of the Employee's return to active service. Seller is not a party to or bound by any collective bargaining agreement or other agreement with a union, and no such agreement is currently being negotiated. To Seller's Knowledge, there are no union organizing activities in progress involving any of Seller's Employees, and no such activities are pending or threatened, there have been no group work stoppages, walk-outs, labor strikes, slowdowns, or other similar collective, concerted action against Seller and no such activities are pending or threatened, and Seller has not taken any action that would constitute a mass layoff, mass termination, or plant closing within the meaning of the Worker Adjustment and Retraining Notification Act (the "WARN Act") or any similar state or local Law.

Section 12. "As Is" Transaction. Other than as expressly set forth in this Agreement, the Seller make no representations or warranties whatsoever, express or implied, with respect to any matter relating to the Radio Assets. Without in any way limiting the foregoing, the Seller disclaims any warranty, express, or implied, of merchantability or fitness for any particular purpose, as to any portion of the Radio Assets.

Section 13. Representations and Warranties of the Buyer. The Buyer hereby makes the representations and warranties in this Section 13 to the Seller as of the Agreement Date (except with respect to representations and warranties made as of a particular date, which will be deemed to be made only as of such date).

(a) Corporate Organization and Qualification. The Buyer is a Delaware limited liability company duly organized, validly existing and in good standing under the Laws of its formation. The Buyer has all requisite power and authority (corporate or otherwise) to own its properties and to carry on its Radio Business as it is now being conducted.

(b) Authority Relative to this Agreement. The Buyer has the requisite corporate power and authority to:

- (i) execute and deliver this Agreement;
- (ii) execute and deliver each other agreement, document, instrument or certificate contemplated by this Agreement including the Ancillary Documents; and
- (iii) perform its obligations under this Agreement.

(c) Consents and Approvals; No Violation. Neither the consummation of the Proposed Transactions, nor the compliance by the Buyer with any of the provisions of this Agreement will conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) under, or give rise to a right of acceleration, payment, amendment, termination or cancellation under any provision of:

- (i) its certificate of formation and the limited liability agreement (or similar organizational documents) of the Buyer;
- (ii) any order of any Governmental Body applicable to the Buyer or by which any of the properties or assets of the Buyer are bound; or
- (iii) any applicable Law.

(d) Brokers and Finders. The Buyer has not employed, and no other Person has made any arrangement by or on behalf of the Buyer with, any investment banker, broker, finder, consultant, or intermediary in connection with the Proposed Transactions which would be entitled to any investment banking, brokerage, finders, or similar fee or commission in connection with this Agreement or the Proposed Transactions.

Section 14. Employees.

(a) Prior to the Initial Closing Date, the Buyer will offer employment to commence as of the Effective Time on an "at-will" basis to each of the Employees who remain employed by the Seller immediately prior to the Initial Closing (including Employees on approved leave of absence), and all such offers of employment will be at substantially the same annual or hourly rate of pay at which such Employees were employed immediately prior to the Initial Closing Date. Those Employees who accept the Buyer's offer of employment and commence working for the Buyer as of the Effective Time, will hereafter be referred to as "Transferred Employees." Any offer of employment by the Buyer to an Employee who is on an approved leave of absence as of the Initial Closing Date will be contingent upon the return of

such Employee to active employment upon a date that is no later than the expiration of the approved leave (or if required by applicable Law, any such later date).

(b) Subject to restrictions and limitations imposed by applicable law or by limitations imposed by insurance companies providing plan benefits or stop loss insurance with respect to the plans, Buyer agrees to make available to the Transferred Employees its employee welfare benefit plans and programs and for purposes of determining eligibility to become a participant, to treat all service by the Transferred Employee with Seller from his or her Date of Hire as set forth on Schedule 11(g) through the Effective Time as service with Buyer. Buyer shall use its best efforts to provide such coverage without regard to any waiting period, evidence and requirement of insurability, preexisting condition, actively at work requirement or exclusion or limitation (except to the extent and in the manner any such waiting period, evidence and requirement of insurability, preexisting condition, actively at work requirement or exclusion or limitation applies immediately prior to the Closing). In addition Buyer will treat service by a Transferred Employee with Seller from his or her Date of Hire as set forth on Schedule 11(g) through the Effective Time as service with Buyer for purposes of vacations, seniority and the like.

(c) Beginning at the Effective Time, Buyer shall be solely responsible for providing continuation coverage (within the meaning of the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA")) to Transferred Employees (and their dependents) for qualifying events occurring on or after the Effective Time. Buyer acknowledges that FLS does not intend to maintain a group health plan after the Effective Time and thus is unable to provide COBRA continuation coverage to its former employees or any class of Transferred Employees after the Effective Time.

(d) Buyer shall not take any action that would trigger application of the WARN Act or any similar state or local law or regulation during the first ninety (90) days after the Initial Closing Date.

(e) Except to the extent expressly provided in other paragraphs of this Section 14:

- (i) FLS shall remain responsible for (X) payment of any and all accrued wages, payroll taxes and other payroll expenses accrued and owing or related to employment of Employees as of the Effective Time, (Y) payments to or under Free Lance-Star welfare benefit plans maintained or contributed to by FLS which are accrued and relate to employment of Employees prior to the Effective Time, and (Z) any bonus, commission or other incentive compensation accrued and owing under FLS incentive compensation plans or policies to an Employee as of the Effective Time; and

- (ii) Buyer shall be responsible for and pay any bonus, commission, or other incentive compensation payable to any Transferred Employee under any FLS incentive compensation plans or policy after the Effective Time.

Section 15. No Third-Party Beneficiaries.

(a) Notwithstanding anything set forth in this Agreement, nothing contained herein, whether express or implied:

- (i) will be treated as an amendment or other modification of any Free Lance-Star Benefit Plan.

(b) The Parties acknowledge and agree that all provisions contained in this Agreement, including those with respect to current or former Employees, are included for the sole benefit of the Seller and the Buyer, and that nothing herein, whether express or implied, will create any third party beneficiary or other rights:

- (i) in any other Person, including any current or former employees, Transferred Employee, directors, officers, or consultants of the Seller, any participant in any Free Lance-Star Benefit Plan, or any dependent or beneficiary thereof; or
- (ii) to continued employment with the Buyer or any of its Affiliates.

Section 16. [intentionally deleted]

Section 17. Sale Order. Subject to Section 8 of this Agreement, the Sale Order will be entered by the Bankruptcy Court on or before June 18, 2014. The Sale Order will, among other things;

- (a) approve, pursuant to sections 105, 363, and 365 of the Bankruptcy Code;
 - (i) the execution, delivery, and performance by the Seller of this Agreement;
 - (ii) the sale by the Seller of the Radio Assets to the Buyer on the terms set forth in this Agreement free and clear of all Encumbrances (other than Encumbrances included in the Assumed Liabilities and Permitted Encumbrances); and
 - (iii) the performance by the Seller of its obligations under this Agreement;

(b) authorize and empower the Seller to assign to the Buyer the Assumed Contracts; and

(c) find that the Buyer (or, if applicable, its assignees) is a “good faith” purchaser within the meaning of section 363(m) of the Bankruptcy Code and not a successor to any Seller.

Section 18. Buyer Cooperation. The Buyer will promptly take such actions as are reasonably requested by the Seller to assist in obtaining Bankruptcy Court approval of the Sale Order, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for purposes of, among other things, demonstrating that the Buyer is a “good faith” purchaser under section 363(m) of the Bankruptcy Code.

Section 19. Additional Covenants and Agreements.

(a) Conduct of the Radio Business. During the period from the Agreement Date and continuing until the earlier of the termination of this Agreement in accordance with Section 8 of this Agreement or the Initial Closing Date, Seller will exercise its reasonable efforts and business judgment to cause closing to occur under the Newspaper Asset Agreement, the Tower Purchase Agreement and this Agreement and to conduct the Radio Business and operate and maintain the Radio Assets in the Ordinary Course of Business, consistent with past practice, in each case in the context of the Bankruptcy Case and except:

- (i) for any limitations on operations imposed by the Bankruptcy Court or the Bankruptcy Code;
- (ii) as required by applicable Law;
- (iii) as otherwise expressly contemplated by this Agreement; or
- (iv) with the prior written consent of the Buyer (such consent not to be unreasonably withheld, conditioned, or delayed).

(b) Access to Information. The Seller agrees that, between the Agreement Date and the earlier of the Initial Closing Date and the date on which this Agreement is terminated in accordance with Section 8 of this Agreement, the Buyer will be entitled, through its officers, employees, counsel and other authorized representatives, agents, and contractors (collectively, the “Representatives”), to have such reasonable access to, and make such reasonable investigation and examination of, the books and records, properties and assets relating to the Radio Business, Employees, and operations of the Seller as the Buyer’s Representatives may reasonably request. Any such investigations and examinations will be conducted during regular business hours upon reasonable advance notice and under reasonable circumstances, including the Seller’s right to have its Representative accompany the Buyer’s Representatives at the time of any inspection or examination of properties and will be subject to restrictions under applicable Law. Pursuant to this Section 19(b), the Seller will furnish to the Buyer and its Representatives such financial, operating and property related data and other information as such Persons reasonably request. The Seller will use commercially reasonable efforts to cause its Representatives to reasonably cooperate with the Buyer and the Buyer’s Representatives in connection with such investigations and examinations, and the Buyer will, and will use its

commercially reasonable efforts to cause its Representatives to, reasonably cooperate with the Seller and its respective Representatives and will use their reasonable efforts to minimize any disruption to the Radio Business; provided, however, that the access granted to the Representatives pursuant to this Agreement will not constitute or be construed as a waiver of any applicable legal privilege of the Seller, including the attorney-client privilege.

(c) From and after the Initial Closing Date and continuing until December 31, 2015, Seller will give the Buyer and the Buyer's Representatives reasonable access during normal business hours to the Tax Returns and Tax records (other than those relating to income Taxes) retained by Seller pertaining to the Radio Business; provided, however, that the access granted pursuant to this Section 19(c) will not constitute or be construed as a waiver of any applicable legal privilege of Seller, including the attorney-client privilege.

(d) From and after the Initial Closing Date, the Buyer will give the Seller and the Seller's Representatives reasonable access during normal business hours to the offices, facilities, plants, properties, assets, employees, Documents (including any Documents included in the Radio Assets), personnel files and books and records of the Buyer pertaining to (i) Assumed Liabilities and the Cure Amounts, (ii) the conduct of the Radio Business or ownership of the Radio Assets prior to the Initial Closing Date, or (ii) the Excluded Assets and the Excluded Liabilities; provided, however, that the access granted to the Seller's Representatives pursuant to this Section 19(d) will not include access to materials that are protected by attorney-client privilege or any other applicable legal privilege. In connection with the foregoing, the Buyer will use commercially reasonable efforts to cause its Representatives to furnish to the Seller such financial, technical, operating, and other information pertaining to:

- (i) Assumed Liabilities and the Cure Amounts;
- (ii) the conduct of the Radio Business or ownership of the Radio Assets prior to the Initial Closing Date; or
- (iii) the Excluded Assets and the Excluded Liabilities, in each case, as the Seller's Representatives will from time to time reasonably request and to discuss such information with such Representatives. Without limiting the generality of the foregoing, the Buyer will, and will use commercially reasonable efforts to cause each of its Affiliates to, cooperate with the Seller as may reasonably be requested by the Seller for purposes of enabling an independent accounting firm selected by the Seller to conduct an audit of the Radio Business for periods prior to the Initial Closing Date, including access to the Buyer's independent auditors' working papers pertaining to the Radio Business or the Radio Assets prior to the Initial Closing Date.

(e) Assignability of Certain Contracts, Other Radio Assets, etc. To the extent that the assignment to the Buyer of any Assumed Contract or other Radio Asset pursuant to this Agreement is not permitted without the consent of a third party and such restriction cannot be

effectively overridden or canceled by the Sale Order or other related order of the Bankruptcy Court, then, this Agreement will not be deemed to constitute an assignment of or an undertaking or attempt to assign such Assumed Contract, other Radio Asset or any right or interest therein unless and until such consent is obtained and such failure to obtain such consent will not constitute a condition to Initial Closing; provided, however, that the Parties to this Agreement will use their commercially reasonable efforts, before the Initial Closing, to obtain all such consents; provided, further, that if any such consents are not obtained prior to the Initial Closing Date, the Seller and the Buyer will reasonably cooperate with each other in any lawful and feasible arrangement designed to provide the Buyer (such arrangement to be at the sole cost and expense of the Buyer) with the benefits and obligations of any such Assumed Contract or other Radio Asset and the Buyer will be responsible for performing all obligations under such Assumed Contract or other Radio Asset required to be performed by the Seller on or after the Closing Date to the extent that if such Assumed Contract or other Radio Asset were assumed by the Buyer as of the Closing Date the obligations thereunder would have constituted an Assumed Liability.

(f) Receipt of Payments. If after the Initial Closing Date, any Party receives any payment or revenue that belongs to another Party pursuant to this Agreement, such Party shall promptly, but in any event within five (5) Business Days, remit or cause to be remitted the same to the Party entitled to the payment, as applicable, without set-off or deduction of any kind or nature.

(g) FCC Application. FLS and Buyer will file the FCC Applications as soon as reasonably practicable but in no event later than ten Business Days after the Agreement Date. The Parties will take all commercially reasonable steps necessary to prosecute the FCC Applications with diligence and will reasonably oppose any objections thereto and any appeals from or petitions for reconsideration with respect to the FCC Consent. No Party will knowingly take any action said Party knows or has reason to know would materially and adversely affect or materially delay issuance of the FCC Consent or the Final FCC Order without a material adverse condition, unless such action is requested or required by the FCC or the rules and regulations thereof. Should any Party become aware of any facts which could reasonably be expected to materially and adversely affect or materially delay issuance of the FCC Consent or the Final FCC Order without a material adverse condition, such Party will promptly notify the other Party thereof in writing and the Parties will reasonably cooperate to take all steps necessary or desirable to resolve the matter expeditiously and obtain the FCC Consent and the Final FCC Order.

Section 20. Expenses, Transfer Taxes, Tax, and Pro-rations.

(a) Except as set forth in this Agreement and whether or not the transactions contemplated hereby are consummated, each Party shall bear all costs and expenses incurred, or to be incurred by such Party in connection with this Agreement and the consummation of the transactions contemplated hereby.

(b) All sales, use, and transfer taxes and recording, filing, title, and registration fees or other charges imposed upon or incurred in connection with or as a result of

the transfer of the Radio Assets to Buyer and the consummation of the transactions contemplated herein shall be borne and paid by Buyer.

(c) Real estate and personal property taxes imposed upon or assessed against the Radio Assets shall be prorated as of the Initial Closing Date.

(d) Charges for electricity, water, gas, and other utilities and for telephone services related to the Radio Assets, all prepaid amounts and other charges under Assumed Contracts, and other similar prepaid expenses and other charges related to the Radio Assets or the Radio Business for the applicable billing cycle in which the Initial Closing occurs shall be prorated as of the Initial Closing Date.

Section 21. Contingencies.

(a) Upon the execution and delivery of this Agreement by the Seller and the Buyer, the Buyer will have no "due diligence contingency" under this Agreement.

(b) Upon the execution and delivery of this Agreement by the Seller and the Buyer, the Buyer will have no "financing contingency" under this Agreement.

Section 22. Governing Law. THIS AGREEMENT AND THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT ARE TO BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH FEDERAL BANKRUPTCY LAW, TO THE EXTENT APPLICABLE, AND WHERE STATE LAW IS IMPLICATED, THE LAWS OF THE COMMONWEALTH OF VIRGINIA WILL GOVERN, WITHOUT GIVING EFFECT TO THE CHOICE OF LAW PRINCIPLES THEREOF, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY, AND PERFORMANCE.

Section 23. Jurisdiction. THE BANKRUPTCY COURT WILL HAVE JURISDICTION OVER ANY AND ALL DISPUTES BETWEEN OR AMONG THE PARTIES, WHETHER IN LAW OR EQUITY, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY AGREEMENT CONTEMPLATED HEREBY; PROVIDED, HOWEVER, THAT IF THE BANKRUPTCY COURT IS UNWILLING OR UNABLE TO HEAR ANY SUCH DISPUTE, THE COURTS OF THE COMMONWEALTH OF VIRGINIA AND THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA LOCATED IN THE EASTERN DISTRICT OF THE COMMONWEALTH OF VIRGINIA WILL HAVE SOLE JURISDICTION OVER ANY AND ALL DISPUTES BETWEEN OR AMONG THE PARTIES, WHETHER IN LAW OR EQUITY, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY AGREEMENT CONTEMPLATED HEREBY.

Section 24. Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 25. Notices. Unless otherwise set forth herein, any notice, request, instruction or other document to be given hereunder by any Party to the other Parties will be in writing and will be deemed duly given: upon delivery, when delivered personally, (i) one (1) Business Day after being sent by overnight courier or when sent by electronic mail transmission, and (ii) three (3) Business Days after being sent by registered or certified mail, postage prepaid, as follows:

If to the Buyer: c/o Sandton Capital Partners, LP
25 West 45th Street, Suite 1205
New York, New York 10036
Attention: Thomas Wood, President

with a copy to Lowenstein Sandler LLP
(which will not 1251 Avenue of the Americas, 17th Floor
constitute notice): New York, New York 10020
Attention: Sharon Levine, Esq.
Richard Bernstein, Esq.

and

McGuireWoods LLP
One James Center
901 East Cary Street
Richmond, Virginia 23219
Attention: Dion W. Hayes, Esq.

If to FLS: 616 Amelia Street
Fredericksburg, Virginia 22401
Attention: Nicholas Cadwallender

With a copy to Tavenner & Beran, PLC
(which will not 20 North Eighth Street, Second Floor
constitute notice): Richmond Virginia 23219
Attention: Paula Beran, Esq.

or to such other Persons or addresses as may be designated in writing by the Party to receive such notice.

Section 26. Binding Effect; Assignment.

(a) This Agreement will be binding upon the Buyer and, subject to entry of a sale order in the form of Exhibit B hereto or in another form acceptable to the Seller and the Buyer, the Seller, and inure to the benefit of the Parties and their respective successors and permitted assigns, including any trustee or estate representative appointed in the Chapter 11 Case or any successor Chapter 7 case.

(b) No assignment of this Agreement or of any rights or obligations hereunder may be made by the Seller (by operation of law or otherwise) without the prior written consent of the other Parties to this Agreement and any attempted assignment without the required consents will be void.

(c) The Buyer may assign its rights and obligations hereunder in whole or in part to one or more other Person, provided that no assignment of any obligations pursuant to this Section 26(c) will relieve the Buyer of any such obligations. Upon any such permitted assignment, the references in this Agreement to the Buyer will also apply to any such assignee unless the context otherwise requires.

Section 27. Severability.

(a) If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other conditions and provisions of this Agreement will nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in a manner adverse to any party.

(b) Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties to this Agreement will negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

Section 28. Injunctive Relief. The Parties agree that damages at Law may be an inadequate remedy for the breach of any of the covenants, promises and agreements contained in this Agreement by any Party, and, accordingly, each Party will be entitled to injunctive relief with respect to any such breach, including specific performance of such covenants, promises or agreements or an order enjoining any other Party from any threatened, or from the continuation of any actual, breach of the covenants, promises or agreements contained in this Agreement by such other Parties. The rights set forth in this Section 28 will be in addition to any other rights which a Party may have at law or in equity pursuant to this Agreement.

Section 29. Nonrecourse. No past, present or future director, officer, employee, advisor, lawyer, agent, representative, incorporator, member, partner or equityholder of any Party will have any liability for any obligations or liabilities of such Party under this Agreement of, or for any claim based on, in respect of, or by reason of, the Proposed Transactions.

Section 30. No Waiver or Release. Notwithstanding anything herein to the contrary, all rights, powers and remedies of the Lender under the Cash Collateral Order and the Lender Loan Documents are reserved and are not amended, modified, limited or otherwise affected by the terms and conditions of this Agreement.

Section 31. Time of the Essence. Time is of the essence in the performance of each of the obligations of the Parties and with respect to all covenants and conditions to be satisfied by the Parties in this Agreement and all documents, acknowledgments, and instruments delivered in connection herewith including the Ancillary Documents.

Section 32. Certain Interpretations. Unless otherwise expressly provided, for purposes of this Agreement, the following rules of interpretation will apply.

(a) All references to Articles, Sections, Schedules and Exhibits will be deemed to refer to Articles, Sections, Schedules and Exhibits to this Agreement and the Ancillary Documents, except as otherwise provided in this Agreement.

(b) All Exhibits and Schedules to this Agreement or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Schedule or Exhibit but not otherwise defined therein will be defined as set forth in this Agreement.

(c) The Section and paragraph captions in this Agreement are for convenience of reference only, do not constitute part of this Agreement, and will not be deemed to limit or otherwise affect any of the provisions of this Agreement.

(d) The words “include,” “includes” and “including,” will be deemed in each case to be followed by the phrase “without limitation” (whether or not such phrase or a similar phrase is actually written).

(e) When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period will be excluded.

(f) Any reference in this Agreement to \$ will mean United States dollars.

(g) Any reference in this Agreement to gender will include all genders, and words imparting the singular only will include the plural and vice versa.

(h) The words such as “herein,” “hereinafter,” “of this Agreement,” and “hereunder” refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires.

Section 33. Strict Construction. The Parties to this Agreement agree that they have been represented by legal counsel during the negotiation and execution of this Agreement and, therefore, waive the application of any Law, regulation, holding, or rule of construction

providing that ambiguities in an agreement or other document will be construed against the Party drafting such agreement or document.

Section 34. Survival of Representations, Warranties and Covenants. The Parties to this Agreement agree that the representations and warranties of the respective Parties contained in this Agreement will expire on the Initial Closing Date. The Parties to this Agreement agree that the covenants contained in this Agreement to be performed at or after the Initial Closing will survive in accordance with the terms of the particular covenant; provided that, notwithstanding any other provisions of this Agreement, all covenants and other obligations of Seller shall terminate at 5:00 pm on December 31, 2016.

Section 35. Entire Agreement; Amendments; Waivers.

(a) This Agreement (including the Schedules and Exhibits to this Agreement) represents the entire understanding and agreement between the Parties to this Agreement with respect to the subject matter of this Agreement. This Agreement may be amended, supplemented or changed, and any provision of this Agreement may be waived, only by written instrument making specific reference to this Agreement signed by the Party against whom enforcement of any such amendment, supplement, modification or waiver is sought.

(b) No action taken pursuant to this Agreement, including any investigation by or on behalf of any Party will be deemed to constitute a waiver by the Party taking such action of compliance with any representation, warranty, covenant or agreement contained herein.

(c) The waiver by any Party to this Agreement of a breach of any provision of this Agreement will not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach.

(d) No failure on the part of any Party to exercise, and no delay in exercising, any right, power or remedy hereunder will operate as a waiver thereof, nor will any single or partial exercise of such right, power or remedy by such party preclude any other or further exercise thereof or the exercise of any other right, power, or remedy.

(e) All remedies hereunder are cumulative and are not exclusive of any other remedies provided by applicable Law.

Section 36. Counterparts; Electronic Execution. This Agreement may be executed (by facsimile or PDF signature) in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts will together constitute the same instrument.

[signature page follows]

IN WITNESS WHEREOF, the Parties to this Agreement have caused this Agreement to be executed as of the Agreement Date.

THE FREE LANCE-STAR PUBLISHING CO. OF FREDERICKSBURG, VA.

By: Nicholas J. Cadwallender
Name: NICHOLAS J. CADWALLENDER
Title: CEO + PUBLISHER

DSP ACQUISITION, LLC

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Parties to this Agreement have caused this Agreement to be executed as of the Agreement Date.

THE FREE LANCE-STAR PUBLISHING CO. OF FREDERICKSBURG, VA.

By: _____
Name:
Title:

DSP ACQUISITION, LLC

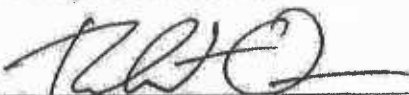
By:  _____
Name: Robert Orr
Title: Managing Director

EXHIBIT A

Intentionally Deleted

EXHIBIT B

Sale Order

Lynn L. Tavenner, Esquire (Va. Bar No. 30083)
Paula S. Beran, Esquire (Va. Bar No. 34679)
Tavenner & Beran, PLC
20 North Eighth Street, Second Floor
Richmond, Virginia 23219
Telephone: (804) 783-8300
Telecopy: (804) 783-0178

Counsel for the Debtors

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF VIRGINIA
Richmond Division**

In re:

THE FREE LANCE-STAR PUBLISHING
CO. OF FREDERICKSBURG, VA, *et al.*,¹

Debtors.

Chapter 11

Case No. 14-30315 (KRH)

(Jointly Administered)

**ORDER PURSUANT TO 11 U.S.C. §§ 105, 363 AND 365 AND RULES 2002,
6004, 6006 AND 9014 OF THE FEDERAL RULES OF BANKRUPTCY
PROCEDURE AUTHORIZING AND APPROVING (A) SALE OF
SUBSTANTIALLY ALL OF THE DEBTORS' ASSETS FREE AND
CLEAR OF LIENS, CLAIMS, AND ENCUMBRANCES; (B) ASSUMPTION
AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND
UNEXPIRED LEASES; AND (C) GRANTING RELATED RELIEF**

Upon the *Motion of the Debtors for (I) an Order (A) Approving Bidding Procedures; (B) Scheduling Bid Deadline, Auction Date, and Sale Hearing and Approving Form and Manner of Notice Thereof; and (C) Approving Cure Procedures and the Form and Manner of Notice Thereof; and (II) an Order Approving the Sale of Certain of the Debtors' Assets Free and Clear of Liens, Claims and Interests [Docket No. 17] (the "Business Assets Sale Motion") and the Motion of the Debtors for (I) an Order (A) Approving Bidding Procedures; (B) Scheduling Bid Deadline, Auction Date, and Sale Hearing and Approving Form and Manner of Notice Thereof; and (C) Approving*

¹ The debtors (collectively, the "**Debtors**") in these proceedings, including the last four digits of their respective taxpayer identification numbers, are The Free Lance-Star Publishing Co. of Fredericksburg, VA (6580); and William Douglas Properties, LLC (2609). The Debtors' address is 616 Amelia Street Fredericksburg, VA 22401.

Cure Procedures and the Form and Manner of Notice Thereof; and (II) an Order Approving the Sale of Tower Assets of the Debtors Free and Clear of Liens, Claims and Interests [Docket No. 18] (the “Tower Assets Sale Motion” and, collectively with the Business Assets Sale Motion, the “Sale Motions”)² of the above-captioned debtors and debtors in possession in these chapter 11 cases (the “Cases”), pursuant to sections 105, 363 and 365 of title 11 of the United States Code, 11 U.S.C. §§ 101, et seq. (as hereafter amended, the “Bankruptcy Code”), Rule 6004 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the Eastern District of Virginia (the “Local Rules”) and Rules 2002, 6004, 6006 and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) for the entry of orders (the “Bid Procedures Orders”) (a) approving the bidding procedures (the “Bidding Procedures”), (b) approving the form of notice of the Bidding Procedures, auction, sale hearing, and sale, (c) approving the form and manner of notice of cure procedures, and (d) granting other related relief; and the entry of an order (the “Sale Order”), (x) authorizing the Debtors to enter into an asset purchase agreement (the “Sale”) with the bidder submitting the highest or otherwise best offer at the auction (the “Prevailing Bidder”) for the Radio Assets, Tower Assets, and the Newspaper Assets (collectively, the “Purchased Assets”), and (y) granting other relief related thereto; the Court having reviewed the Sale Motions and having conducted an initial procedures hearing (the “Procedures Hearing”) on the Sale Motions on March 6, 2014; and competing bids having been solicited in accordance with the Order Pursuant to 11 U.S.C. §§ 105, 363 and 365 and Rules 2002, 6004, 6006 and 9014 of the Federal Rules of Bankruptcy Procedure (I) Approving Bidding Procedures; (II) Scheduling Bid Deadline, Auction Date and Sale Hearing and Approving Form and Manner of Notice Thereof; and (III) Granting Related Relief [Docket No. 112] (the “Business Assets Bid Procedures Order”) and the Order Pursuant to 11 U.S.C. §§ 105, 363 and 365 and Rules 2002, 6004, 6006 and 9014 of the

² Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Sale Agreements.

Federal Rules of Bankruptcy Procedure (I) Approving Bidding Procedures; (II) Scheduling Bid Deadline, Auction Date, and Sale Hearing and Approving Form and Manner of Notice Thereof; and (III) Granting Related Relief [Docket No. 111] (the “**Tower Assets Bid Procedures Order**” and, collectively with the Business Assets Bid Procedures Order, the “**Bid Procedures Orders**”); and an auction having been conducted on May 15, 2014 (the “**Auction**”); and it appearing that the highest or otherwise best Qualified Bid (as defined in the Bid Procedures Orders) for the Purchased Assets was made by DSP Acquisition, LLC (as applicable, “**DSP**” or DSP as buyer under the Sale Agreements or its assignee as permitted by the Sale Agreements, the “**Buyer**”) pursuant to the *Asset Purchase Agreements* dated as of May 23, 2014, attached hereto as **Exhibit A** (collectively with all related agreements, documents or instruments and all exhibits, schedules and addenda to any of the foregoing, the “**Sale Agreements**”); and the Court having found that (i) the Court has jurisdiction to consider the Sale Motions and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334, (ii) venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409; (iii) this is a core proceeding pursuant to 28 U.S.C. § 157(b); and (iv) notice of the Sale Motions, the Auction, and this hearing was sufficient under the circumstances; and the Court having conducted a hearing on May 22, 2014 (the “**Sale Hearing**”), at which time all interested parties were offered an opportunity to be heard with respect to the Sale Motions; and after due deliberation the Court having determined that the relief requested in the Sale Motions pertaining to the matters set forth herein is in the best interests of the Debtors’ estates and their creditors; and upon the arguments of counsel made, and the evidence proffered or adduced on the record of the Sale Hearing; and it further appearing that the legal and factual bases set forth in the Sale Motions and at the Sale Hearing establish just cause for the relief granted herein; and good and sufficient cause having been shown; and after due deliberation thereon,

IT IS FURTHER FOUND AND DETERMINED THAT:

A. Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact when applicable in accordance with Bankruptcy Rule 7052.

B. This Court has jurisdiction over the Sale Motions and the transactions contemplated by the Sale Agreements pursuant to 28 U.S.C. §§ 157 and 1334, and this matter is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue in this district is proper under 28 U.S.C. §§ 1408 and 1409.

C. As evidenced by the certificates of service and publication previously filed with the Court [Docket Nos. 17, 18, 254, 255], and based on the representations of counsel at the Sale Hearing, (i) due, proper, timely, adequate, and sufficient notice of the Sale Motions, the Sale Hearing, the Auction, the Sale, the assumption and assignment of the executory contracts and unexpired leases to be assumed and assigned to the Buyer (each an “Assumed Contract” or “Assumed Lease” and collectively the “Assumed Contracts and Assumed Leases”), and the Cure Amounts, if any, for the Assumed Contracts and Assumed Leases has been provided in accordance with sections 102(1), 363, and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 9007, and 9014, and in compliance with the Bid Procedures Orders, to each party entitled thereto; (ii) such notice was good and sufficient, and appropriate under the particular circumstances; and (iii) no other or further notice of the Sale Motions, the Sale Hearing, the Auction, the Sale, the assumption and assignment of the Assumed Contracts and Assumed Leases, or the Cure Amounts is or shall be required. With respect to entities whose identities are not reasonably ascertained by the Debtors, publication of the modified Notice of Bid Deadline, Auction, and Sale Hearing in *The Free Lance-Star* on March 6, 2014, March 21, 2014, March 24, 2014, March 25, 2014, and March 31, 2014, as evidenced by the certificate of publication filed by the Debtors on May 21, 2014 [Docket No. 255], was, and is deemed, sufficient, and reasonably calculated under the circumstances to reach such entities.

D. The sale of the Purchased Assets to the Buyer pursuant to a public auction was duly authorized pursuant to section 363(b)(1) of the Bankruptcy Code, Bankruptcy Rule 6004(f), and

Local Bankruptcy Rule 6004-(1). As demonstrated by (i) the testimony and other evidence proffered or adduced at the Sale Hearing, including the testimony of Mr. Nicholas Cadwallender on behalf of the Debtors and Ms. Suzanne Roski of Protiviti, Inc. and the transcript of the Auction, and (ii) the representations of counsel made on the record at the Sale Hearing, the Debtors have marketed the Purchased Assets and conducted the sale process, including the Auction, in good faith and in compliance with the Bidding Procedures and Bid Procedures Orders. The Bidding Procedures were substantively and procedurally fair to all parties, including all potential bidders.

E. The Debtors conducted an Auction on May 15, 2014 in accordance with the Bidding Procedures and Bid Procedures Orders. At the conclusion of the Auction, the Debtors, in consultation with their advisors, and the official committee of unsecured creditors appointed in these chapter 11 cases (the “Creditors’ Committee”) jointly determined in a valid and sound exercise of their respective business judgment that the transactions contemplated by the Sale Agreements collectively constituted the highest and best Qualified Bid (as defined in the Bid Procedures Orders) and, therefore, was designated as the Prevailing Bid. As established by the record of the Sale Hearing and the record of these Cases, the bidding and related procedures established by the Bid Procedures Orders and the Bidding Procedures have been complied with in all material respects by the Debtors, the Creditors’ Committee, and the Buyer. The Bidding Procedures and the Auction afforded a full, fair, and reasonable opportunity for any entity or person to make a higher or otherwise better offer to purchase the Purchased Assets.

F. The Debtors (i) have full corporate power and authority to execute the Sale Agreements and the Ancillary Documents and all other documents contemplated thereby, and the Sale by the Debtors has been duly and validly authorized by all necessary corporate action, (ii) have all of the corporate power and authority necessary to consummate the Sale and all transactions contemplated by the Sale Agreements and the Ancillary Documents, (iii) have taken all corporate action necessary to authorize and approve the Sale Agreements and the Ancillary Documents and the

consummation by the Debtors of the Sale and all transactions contemplated thereby, and (iv) require no consents or approvals, other than those expressly provided for in the Sale Agreements and the Ancillary Documents, to consummate such transactions.

G. Approval of the Sale Agreements and consummation of the Sale at this time are in the best interests of the Debtors, their creditors, their estates, and other parties in interest.

H. The Debtors have demonstrated both (i) good, sufficient, and sound business purposes and justifications, and (ii) compelling circumstances for this Court to approve the Sale Agreements and consummation of the Sale pursuant to section 363(b) of the Bankruptcy Code prior to and outside of a chapter 11 plan because, among other reasons, absent the Sale the value of the Debtors' assets is reasonably likely to be harmed.

I. A reasonable opportunity to object or be heard with respect to the Auction, the Sale, and the transactions contemplated thereby has been afforded to all interested persons and entities, including, without limitation: (i) the U.S. Trustee; (ii) all parties that have requested or that are required to receive notice pursuant to Bankruptcy Rule 2002; (iii) all persons known or reasonably believed to have asserted an interest in any of the Purchased Assets; (iv) all non-Debtor parties to the Assumed Contracts and Assumed Leases; (v) the Debtors' 20 largest unsecured creditors as identified in their chapter 11 petitions; (vi) the Debtors' known secured creditors; (vii) any known legal counsel for the Debtors' secured creditors; (viii) counsel to the Creditors' Committee; and (ix) DSP and the Back-Up Bidder.

J. The Sale Agreements were negotiated, proposed, and entered into by the Debtors and the Buyer without collusion, in good faith, and from arm's-length bargaining positions. Neither the Debtors, nor the Buyer, nor any affiliate of the Buyer have engaged in any conduct that would cause or permit the Sale Agreements to be avoided under section 363(n) of the Bankruptcy Code.

K. On or about September 11, 2007, The Free Lance-Star Publishing Company of Fredericksburg, Va. ("FLS") executed that certain Draw Commercial Note in the original principal

amount of \$45,842,400 (the “**Note**”) payable to Branch Banking and Trust Company (“**BB&T**”). Effective as of June 25, 2013, BB&T transferred and assigned the Note to DSP. DSP alleges it is owed at least \$38,028,407.12, plus interest, fees, and other costs on account of the Note.

L. Prior to the Auction, the Debtors and the Committee, by email from their counsel, acknowledged the sufficiency of the proof provided by Buyer, as contemplated by footnote 14 of the Court’s April 14, 2014 *Memorandum Opinion* [Docket No. 185], that Buyer is the holder of the Note, and such acknowledgment was made on the transcribed record at the Auction. Accordingly, the Court finds that DSP is the holder of the Note.

M. Based on the testimony of Mr. Robert Orr of DSP and Sandton Capital Partners, the Court finds that the Buyer is a good-faith purchaser under section 363(m) of the Bankruptcy Code.

N. The consideration provided by the Buyer for the Purchased Assets pursuant to the Sale Agreements (i) (a) is reasonably equivalent value under the Bankruptcy Code and the Uniform Fraudulent Transfer Act, (b) is fair consideration under the Uniform Fraudulent Transfer Act, and (c) is reasonably equivalent value, fair consideration, and fair value under any other applicable laws of the United States, any state, territory, or possession thereof, or the District of Columbia; and (ii) will provide a greater recovery for the Debtors’ creditors than would be provided by any other reasonably practicable available alternative. The Sale Agreements and the transactions contemplated thereby cannot be avoided under section 363(n) of the Bankruptcy Code. Neither the Buyer nor any of its affiliates or professionals engaged in any conduct that would cause or permit the Sale Agreements or the consummation of the transactions contemplated thereby to be avoided, or costs or damages to be imposed, under section 363(n) of the Bankruptcy Code.

O. The Sale Agreements and Sale must be approved and the Initial Closing and Closing (collectively, the “**Initial Closing**”) must occur promptly in order to preserve the value of the Debtors’ assets and to comply with the Sale Agreements.

P. As of the Initial Closing, pursuant and subject to the terms of the Sale Agreements, and excluding the FCC Licenses to be transferred to Buyer at the Secondary Closing, the transfer of the Purchased Assets, the assignment of the Assumed Contracts and Assumed Leases, and the Sale will effect a legal, valid, enforceable, and effective transfer of the Purchased Assets and will vest the Buyer with all right, title, and interest of the Debtors in the Purchased Assets free and clear of all liens, claims, encumbrances, and interests, other than the Permitted Encumbrances (collectively, “Interests”), including, but not limited to: (i) those that purport to give to any party a right or option to effect any forfeiture, modification, right of first refusal, or termination, forfeiture or forced sale of the Debtors’ or Buyer’s interest in the Purchased Assets, or any similar rights; (ii) those relating to taxes arising under or out of, in connection with, or in any way relating to the operation of the Purchased Assets prior to the Initial Closing; (iii) all mortgages, deeds of trust, security interests, conditional sale, or other title retention agreements (whether arising by statute or contract), pledges, liens (including any statutory or mechanic’s liens arising under state or foreign law), judgments, demands, encumbrances, options, rights of first refusal, or charges of any kind or nature, if any, including, but not limited to, any restriction on the use, voting, transfer, receipt of income, or other exercise of any attributes of ownership; (iv) those relating to any warranty obligations and/or product liability claims arising under or out of, in connection with, or in any way relating to the operation of the Purchased Assets, or the sale of goods by the Debtors, prior to the Initial Closing, whether or not any such warranty claims and/or product liability claims are made prior to or following the Initial Closing; (v) those relating to any claims under 29 U.S.C. § 2101 et seq. (the “WARN Act”) or similar state laws, severance and vacation claims, and/or any other potential obligations to and claims (as that term is defined under section 101(5) of the Bankruptcy Code) of all current and former employees of the Debtors, whether or not any such claims are made prior to or following the Initial Closing; (vi) all debts arising in any way in connection with any agreements, acts, or failures to act, of any of the Debtors or any of the Debtors’ predecessors or affiliates; and (vii) all claims (as

that term is defined under section 101(5) of the Bankruptcy Code), obligations, liabilities, demands, guaranties, options, rights, contractual or other commitments, restrictions, interests, and matters of any kind and nature, whether known or unknown, contingent or otherwise, whether arising prior to or subsequent to the commencement of these Cases, and whether imposed by agreement, understanding, law, equity, or otherwise, including but not limited to claims otherwise arising under doctrines of successor liability.

Q. The Buyer would not have entered into the Sale Agreements and would not consummate the transactions contemplated thereby, thus adversely affecting the Debtors, their estates, and their creditors, if each of (i) the Sale of the Purchased Assets and (ii) the assumption and assignment of the Assumed Contracts and Assumed Leases to the Buyer were not free and clear of all Interests of any kind or nature whatsoever (except for Permitted Encumbrances and the Assumed Liabilities), including, without limitation, those enumerated above in paragraph P of this Sale Order, or if the Buyer would, or in the future could, be liable for any of the Excluded Liabilities.

R. The Debtors may sell the Purchased Assets free and clear of all Interests of any kind or nature whatsoever (except as to Permitted Encumbrances and the Assumed Liabilities) because, in each case, one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code has been satisfied. Those (i) holders of Interests and (ii) non-Debtor parties to Assumed Contracts and Assumed Leases who did not object to the Sale, and the Sale Motions are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code. Those (x) holders of Interests and (y) non-Debtor parties to Assumed Contracts and Assumed Leases who did object fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code and are adequately protected by having their Interests, if any, attach to the portion of the Purchase Price ultimately attributable to the property against or in which they claim an Interest, in the order of their priority, with the same validity, force and effect which they now have as against such property, subject to any claims and defenses the Debtors may possess with respect thereto, and, as to DSP, as additionally protected by

this Sale Order. DSP consents to the Proposed Transactions set forth in the Sale Agreements, subject to the terms of those Sale Agreements and this Sale Order, pursuant to 11 U.S.C. § 363(f)(2).

S. Neither the Buyer nor any of its affiliates are successors to the Debtors or their bankruptcy estates by reason of any theory of law or equity, and neither the Buyer nor any of its affiliates shall assume or in any way be responsible for any liability or obligation of any of the Debtors and/or their bankruptcy estates, except as otherwise expressly provided in the Sale Agreements.

T. The Debtors have demonstrated that it is an exercise of their sound business judgment to assume and assign the Assumed Contracts and Assumed Leases to the Buyer, in each case in connection with the consummation of the Sale, and the assumption and assignment of the Assumed Contracts and Assumed Leases is in the best interests of the Debtors, their estates and creditors, and other parties in interest. The Assumed Contracts and Assumed Leases and Assumed Liabilities being assigned to the Buyer are an integral part of the Sale Agreements and the Sale and, accordingly, such assumption and assignment of Assumed Contracts and Assumed Leases and Assumed Liabilities are reasonable and enhance the value of the Debtors' estates. Any non-Debtor counterparty to an Assumed Contract or Assumed Lease that has not actually filed with the Court an objection to such assumption as of the date hereof is deemed to have consented to such assumption and assignment and to the Cure Amount set forth on Exhibit B attached hereto and incorporated herein.

U. The Debtors and the Buyer, as applicable, have, including by way of entering into the Sale Agreements, and the provisions relating to the Assumed Contracts and Assumed Leases therein, (i) cured, or provided adequate assurance of cure, of any default existing prior to the date hereof under any of the Assumed Contracts and Assumed Leases, within the meaning of section 365(b)(1)(A) of the Bankruptcy Code, and (ii) provided compensation or adequate assurance of compensation to any party for any actual pecuniary loss to such party resulting from a default prior

to the date hereof under any of the Assumed Contracts and Assumed Leases, within the meaning of section 365(b)(1)(B) of the Bankruptcy Code, and the Buyer has provided adequate assurance of future performance of and under the Assumed Contracts and Assumed Leases, within the meaning of sections 365(b)(1) and 365(f)(2) of the Bankruptcy Code. The Buyer's promise to perform the obligations under the Assumed Contracts and Assumed Leases after the Initial Closing shall constitute adequate assurance of future performance under the Assumed Contracts and Assumed Leases being assigned to them within the meanings of sections 365(b)(1)(C) and (f)(2)(B) of the Bankruptcy Code.

V. Approval of the Sale Agreements pursuant to this Sale Order and assumption and assignment of the Assumed Contracts and Assumed Leases and consummation of the Sale of the Purchased Assets at this time are in the best interests of the Debtors, their creditors and estates, and other parties in interest.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. The relief requested by the Sale Motions is granted as set forth herein.
2. All objections to the relief granted herein that have not been withdrawn, waived, or settled hereby are overruled on the merits or otherwise resolved as set forth herein.

Approval of the Sale Agreements and Ancillary Documents

3. The Sale Agreements and the Ancillary Documents, including all of the terms and conditions thereof, are hereby approved.
4. Pursuant to section 363(b) of the Bankruptcy Code, the Debtors are authorized to perform their obligations under, and comply with the terms of the Sale Agreements, and consummate the Sale, pursuant to and in accordance with the terms and conditions of the Sale Agreements, and to perform their obligations under and comply with the terms of the Ancillary Documents. The Debtors are further authorized to pay, without further order of this Court, whether before, at, or after the Initial Closing, any expenses or costs that are required to be paid in order to

consummate transactions contemplated by the Sale Agreements and the Ancillary Documents or perform their obligations under the Sale Agreements and the Ancillary Agreements, as and to the extent permitted by the Cash Collateral Orders, as such may be amended or supplemented.

5. The Debtors are authorized and directed to execute and deliver, and empowered to perform under, consummate, and implement, the Sale Agreements and the Ancillary Documents, together with all additional instruments, documents, and other agreements that may be reasonably necessary or desirable to implement the Sale Agreements and the Ancillary Documents, and to take all further actions as may be reasonably requested by the Buyer for the purpose of assigning, transferring, granting, conveying and conferring to the Buyer or reducing to possession, the Purchased Assets, or as may be reasonably necessary or appropriate to the performance of the obligations as contemplated by the Sale Agreements. Without limiting the generality of the foregoing, from the date hereof through the date of the Secondary Closing, the Debtors shall use their reasonable best efforts to preserve all of their books and records (including any electronic or digital forms thereof) (the “**Business Records**”) and shall not intentionally destroy or delete any of the Business Records.

6. This Sale Order and the Sale Agreements shall be binding in all respects upon all creditors and equity holders of (in each case whether known or unknown) both Debtors, all holders of Interests of any kind or nature whatsoever in the Purchased Assets, all non-Debtor parties to the Assumed Contracts and Assumed Leases, all successors and assigns of the Buyer, the Debtors and their affiliates and subsidiaries, and any subsequent trustees appointed in the Debtors’ Cases or upon a conversion to chapter 7 under the Bankruptcy Code. Nothing contained in any chapter 11 plan confirmed in these Cases or the order confirming any such chapter 11 plan shall conflict with or derogate from the provisions of the Sale Agreements, the Ancillary Documents, or this Sale Order.

7. The Sale Agreements, the Ancillary Documents, and any related agreements, documents, or other instruments may be modified, amended, or supplemented by the parties thereto

in a writing signed by both parties, and in accordance with the terms thereof, without further order of this Court, provided that any such modification, amendment, or supplement does not have a material adverse effect on the Debtors' estates, as determined by the Debtors in good faith consultations with the Creditors' Committee.

8. To the greatest extent available under applicable law, the Buyer shall be authorized, as of the Initial Closing Date or Closing Date (collectively, the "**Initial Closing Date**"), to operate under any license, permit, registration, and any governmental authorization or approval of the Debtors with respect to the Purchased Assets and the Assumed Contracts and Assumed Leases, and all such licenses, permits, registrations, and governmental authorizations and approvals are deemed to have been, and hereby are, directed to be transferred to the Buyer as of the Initial Closing; provided, however, if there is no Final FCC Order prior to the Initial Closing, the FCC Licenses will not be transferred to the Buyer on the Initial Closing Date. On the Secondary Closing Date (or such other time or date as agreed to in writing by the Debtors and the Buyer), the Debtors will transfer to the Buyer, all of FLS's right, title and interest in and to the FCC Licenses pursuant to the FCC Licenses Assignments, and such other agreements, certificates, instruments, and documents reasonably requested by the Buyer in order to fully consummate the transfer of the FCC Licenses in accordance with the terms of the Sale Agreements and the Sale Order. To the extent provided by section 525 of the Bankruptcy Code, no governmental unit may, and is hereby enjoined from taking any action to, revoke or suspend any grant, permit, or license relating to the operation of the Purchased Assets sold, transferred, assigned, or conveyed to the Buyer on account of the filing or pendency of these Cases or the consummation of the Sale.

Transfer of Purchased Assets

9. Except as expressly permitted or otherwise specifically provided for in the Sale Agreements or this Sale Order, pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, upon the Initial Closing, the Purchased Assets shall be transferred to the Buyer, free and clear of all

Interests of any kind or nature whatsoever (except for Permitted Encumbrances and the Assumed Liabilities) with all such Interests of any kind or nature whatsoever to attach to the Proceeds (as defined herein) that are subject to such Interests, in the order of their priority, with the same validity, force, and effect that they had as of the Initial Closing as against the Purchased Assets, subject to any claims and defenses the Debtors or their estates may possess with respect thereto and, as to DSP, as additionally protected by the provisions of this Sale Order. The Buyer is not acquiring any of the Excluded Assets or assuming any of the Excluded Liabilities.

10. Except as expressly permitted or otherwise specifically provided by the Sale Agreements or this Sale Order, all persons and entities (as defined in section 101(15) of the Bankruptcy Code), including, but not limited to, all lenders, debt security holders, equity security holders, governmental, tax, and regulatory authorities, parties to executory contracts and unexpired leases, customers, employees and former employees, dealers and sales representatives, and trade or other creditors holding Interests of any kind or nature whatsoever against or in the Debtors or the Purchased Assets conveyed as of the date hereof (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, senior or subordinated, known or unknown) arising under or out of, in connection with, or in any way relating to, the Debtors, the Purchased Assets, the operation of the Debtors' business prior to the Initial Closing, or the transfer of the Purchased Assets to the Buyer, hereby are forever barred, estopped, and permanently enjoined from asserting any Interests of any kind or nature whatsoever (except for Permitted Encumbrances and the Assumed Liabilities) against the Buyer and its successors, designees, assigns, or property, or the Purchased Assets conveyed in accordance with the Sale Agreements.

11. The transfer of the Purchased Assets to the Buyer pursuant to the Sale Agreements shall constitute a legal, valid, and effective transfer of such Purchased Assets on the Initial Closing Date and, as to the FCC Licenses the Secondary Closing Date, and shall vest the Buyer with all right, title, and interest of the Debtors in and to the Purchased Assets free and clear of

all Interests of any kind or nature whatsoever (except for Permitted Encumbrances and the Assumed Liabilities).

12. All entities that are presently, or on the Initial Closing Date may be, in possession of some or all of the Purchased Assets are hereby directed to surrender possession of the Purchased Assets (wherever located) to the Buyer on the Initial Closing Date or as soon as practicable thereafter.

13. If any person or entity that has filed financing statements, mortgages, mechanic's liens, *lis pendens*, or other documents or agreements evidencing Interests in the Debtors or the Purchased Assets conveyed pursuant to the Sale Agreements and this Sale Order shall not have delivered to the Debtors prior to the Initial Closing Date, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all Interests which the person or entity has with respect to the Debtors or such Purchased Assets or otherwise, then (a) the Debtors are hereby authorized, if and to the extent requested by the Buyer, to execute and file such statements, instruments, releases and other documents on behalf of the person or entity with respect to such Purchased Assets, and (b) the Buyer is hereby authorized to file, register, or otherwise record a certified copy of this Sale Order, which, once filed, registered, or otherwise recorded, shall constitute conclusive evidence of the release of all Interests in the Purchased Assets of any kind or nature whatsoever.

14. To the extent provided by section 525 of the Bankruptcy Code, no governmental unit may deny, revoke, suspend, or refuse to renew any permit, license, or similar grant relating to the operation of the Purchased Assets on account of the filing or pendency of these Cases or the consummation of the transactions contemplated by the Sale Agreements, including, without limitation, the Sale and the assumption and assignment of the Assumed Contracts and Assumed Leases. Nothing in this Sale Order authorizes the transfer or assignment of any governmental (a) license, (b) permit, (c) registration, (d) authorization, or (e) approval, or the

discontinuation of any obligation thereunder, without compliance with all applicable legal requirements under environmental law.

15. No provision of this Sale Order or any other order of the Court relieves the Debtors or the Buyer from their obligations to comply with the Communications Act of 1934, as amended, and the rules, regulations and orders promulgated thereunder by the Federal Communications Commission ("**FCC**"). No assignment or transfer of control to the Buyer of any federal license or authorization issued by the FCC shall take place prior to the issuance of FCC regulatory approval for such assignment or transfer of control pursuant to applicable FCC regulations. The FCC's rights and powers to take any action pursuant to its regulatory authority over said assignment or transfer of control to the Buyer, including, but not limited to, imposing any regulatory conditions on such assignment or transfer, are fully preserved, and nothing herein shall proscribe or constrain the FCC's exercise of such power or authority.

Assumption and Assignment of Assumed Contracts and Assumed Leases

16. Pursuant to sections 105(a) and 365 of the Bankruptcy Code, and subject to and conditioned upon the Initial Closing, the Debtors' assumption and assignment to the Buyer, and the Buyer's assumption on the terms set forth in the Sale Agreements, of the Assumed Contracts and Assumed Leases are hereby approved, and the requirements of section 365(b)(1) of the Bankruptcy Code with respect thereto are hereby deemed satisfied.

17. The Debtors are hereby authorized in accordance with sections 105(a) and 365 of the Bankruptcy Code to (a) assume the Assumed Contracts and Assumed Leases and assign the Assumed Contracts and Assumed Leases to the Buyer, effective upon and subject to the occurrence of the Initial Closing, free and clear of all Interests of any kind or nature whatsoever (except for Permitted Encumbrances), which Assumed Contracts and Assumed Leases by operation of this Sale Order, shall be deemed assumed and assigned effective as of the Initial Closing Date, and (b)

execute and deliver to the Buyer such documents or other instruments as may be necessary to assign and transfer the Assumed Contracts and Assumed Leases and Assumed Liabilities to the Buyer.

18. Subject to paragraph 19 hereof:

- a. The Debtors are authorized to assume all Assumed Contracts and Assumed Leases in accordance with section 365 of the Bankruptcy Code.
- b. The Debtors are authorized to assign each Assumed Contract and Assumed Lease to the Buyer in accordance with sections 363 and 365 of the Bankruptcy Code, and any provisions in any Assumed Contract or Assumed Lease that prohibit or condition the assignment of such Assumed Contract or Assumed Lease or allow the non-Debtor party to such Assumed Contract or Assumed Lease to terminate, recapture, impose any penalty, condition, renewal or extension, or modify any term or condition upon the assignment of such Assumed Contract or Assumed Lease, shall constitute unenforceable anti-assignment provisions that are void and of no force and effect.
- c. All requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption and assignment of the Assumed Contracts and Assumed Leases by the Debtors to the Buyer have been satisfied.
- d. The Assumed Contracts and Assumed Leases shall be transferred and assigned to, and following the Initial Closing, remain in full force and effect for the benefit of, the Buyer in accordance with their respective terms, notwithstanding any provision in any such Assumed Contract or Assumed Lease (including those of the type described in sections 365(b)(2) and (f) of the Bankruptcy Code) that prohibits, restricts, limits or conditions such assignment or transfer.
- e. After the Debtors' transfer and assignment of the Assumed Contracts and Assumed Leases to the Buyer, in accordance with sections 363 and 365 of the Bankruptcy Code, the Buyer shall be fully and irrevocably vested in all right, title and interest of each Assumed Contract and Assumed Lease.
- f. Any portion of any Assumed Lease that purports to permit a landlord thereunder to cancel the remaining term of such Assumed Lease if the Debtors discontinue their use or operation of the leased premises is void and of no force and effect, and shall not be enforceable against the Buyer, or their assignees and sublessees; and the landlords under any such Assumed Lease shall not have the right to cancel or otherwise modify the Assumed Lease or increase the rent, assert any claim or impose any penalty by reason of such discontinuation, the Debtors' cessation of operations, the assignment of such Assumed Lease to the Buyer, or the interruption of business activities at any of the leased premises.

19. All defaults or other obligations of the Debtors under the Assumed Contracts and Assumed Leases arising prior to the Initial Closing (without giving effect to any acceleration clauses or any default provisions of the kind specified in section 365(b)(2) of the Bankruptcy Code) as to which no objections were interposed and remain pending as of the date of this Sale Order are deemed satisfied by the payment of the Cure Amount with respect to each Assumed Contract and Assumed Lease in those amounts set forth in the Notice of Assumption and Assignment of Executory Contracts, which was served in compliance with the Bid Procedures Orders, and which were satisfied, or shall be satisfied as soon as practicable, by the Debtors or by the Buyer, as the case may be, as provided in the Sale Agreements. The Debtors and the Buyer are each authorized and directed to pay all Cure Amounts required to be paid by such parties in accordance with the Sale Agreements upon the later of (a) the Initial Closing Date, or (b) for any Assumed Contracts or Assumed Leases for which an objection has been filed to the assumption and assignment of such agreement or the Cure Amounts relating thereto and such objection remains pending as of the date of this Sale Order, in accordance with Section 4(b) of the Sale Agreements.

20. Pursuant to section 365(k) of the Bankruptcy Code, the Debtors and their estates shall be relieved from any liability for any breach for any Assumed Contract or Assumed Lease following the effective date of such assumption and assignment.

21. Each non-Debtor party to an Assumed Contract or Assumed Lease hereby is forever barred, estopped, and permanently enjoined from asserting against the Debtors, the Buyer or any of their affiliates, or the property of any of them, any default, action, liability, or other cause of action existing as of the date of the Sale Hearing whether asserted or not, or, against the Buyer or any of their affiliates, any counterclaim, defense, setoff or any other claim asserted or assertable against the Debtors. Except as provided in the Sale Agreements or this Sale Order, after the Initial Closing, the Debtors and their estates shall have no further liabilities or obligations with respect to any Assumed Liabilities and all holders of such claims are forever barred and estopped from

asserting such claims against the Debtors, their successors or assigns, and their property, assets, or estates. Each non-Debtor party to an Assumed Contract or Assumed Lease hereby is forever barred, estopped, and permanently enjoined from asserting any objection to the assumption and assignment of such non-Debtor party's Assumed Contract or Assumed Lease including, without limitation, that its consent is necessary for such assumption and assignment (except to the extent any such objection was sustained by order of this Court).

Additional Provisions

22. The consideration provided by the Buyer for the Purchased Assets under the Sale Agreements is fair and reasonable and may not be avoided under section 363(n) of the Bankruptcy Code. Neither the Buyer nor any of its affiliates or professionals engaged in any conduct in connection with the post-petition auction process that would cause or permit the Sale Agreements or the consummation of the transactions contemplated thereby to be avoided, or costs or damages to be imposed, under section 363(n) of the Bankruptcy Code, and the transactions contemplated by the Sale Agreements cannot be avoided under section 363(n) of the Bankruptcy Code.

23. As of and after the Initial Closing, (a) each of the Debtors' creditors is hereby authorized and directed to execute such documents and take all other actions as may be necessary to release its Interests in the Purchased Assets, if any, as such Interests may have been recorded or may otherwise exist, and (b) any Purchased Assets that may be subject to a statutory or mechanic's lien shall be turned over to the Buyer and such liens shall attach to the Proceeds (as defined below) in the same priority they currently enjoy with respect to the Purchased Assets.

24. Subject to the terms herein, this Sale Order (a) shall be effective as a determination that, upon the Initial Closing, all Interests of any kind or nature whatsoever (except for Permitted Encumbrances and the Assumed Liabilities) existing as to the Purchased Assets prior to the Initial Closing have been unconditionally released, discharged, and terminated and that the

conveyances described herein have been effected, and (b) shall be binding upon and shall govern the acts of all entities including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to, any of the Purchased Assets.

25. Except as otherwise set forth in the Sale Agreements or this Sale Order, the Buyer and its affiliates shall have no obligation to pay wages, bonuses, severance or vacation pay, benefits (including, without limitation, contributions or payments on account of any under-funding with respect to any and all pension plans), or any other payment to employees or former employees of the Debtors (including, without limitation, any liability under the WARN Act). Except as set forth expressly in the Sale Agreements, the Buyer and its affiliates shall have no liability with respect to any collective bargaining agreement, employee pension plan, employee welfare or retention, benefit, and/or incentive plan to which any Debtors are a party (including, without limitation, arising from or related to the rejection or other termination of any such agreement) and the Buyer and its affiliates shall in no way be deemed a party to or assignee of any such agreement and no employee of the Buyer or its affiliates shall be deemed in any way covered by or a party to any such agreement, and all parties to any such agreement are hereby enjoined from asserting against the Buyer or its affiliates any and all claims arising from or relating to such agreement.

26. Subject to the provisions of this Sale Order, any amounts that become payable by the Debtors to the Buyer pursuant to the Sale Agreements, the Ancillary Documents, and any related agreements executed in connection therewith shall be entitled to administrative expense claim status under sections 503(b)(1)(A) and 507(a)(2) of the Bankruptcy Code. The Sale Agreements and Ancillary Documents shall not be altered, amended, rejected, discharged or

otherwise affected by any chapter 11 plan proposed or confirmed in these Cases without the prior written consent of the Buyer.

27. All non-Debtor entities who are presently, or on the Initial Closing Date may be, in possession of some or all of the Purchased Assets are hereby directed to surrender possession of the Purchased Assets to Buyer on the Initial Closing Date or as soon as practicable thereafter.

28. Except for the Assumed Liabilities, the Buyer and its affiliates shall have no liability or responsibility for any liability or other obligation of the Debtors arising under or related to the Purchased Assets or otherwise. Without limiting the generality of the foregoing, and except as otherwise specifically provided herein and in the Sale Agreements, the Buyer and its affiliates shall not be liable for any claims against the Debtors or any of their predecessors or affiliates, and Buyer and each of its affiliates shall have no successor or vicarious liabilities of any kind or character including but not limited to any theory of antitrust, warranty, product liability, environmental, successor or transferee liability, labor law, ERISA, de facto merger, or substantial continuity, whether known or unknown as of the Initial Closing, now existing or hereafter arising, whether fixed or contingent, with respect to the Debtors or any obligations of the Debtors, including, but not limited to, liabilities on account of any taxes arising, accruing, or payable under, out of, in connection with, or in any way relating to the operation of the Debtors' business prior to the Initial Closing or any claims under the WARN Act or any claims related to wages, benefits, severance or vacation pay owed to employees or former employees of the Debtors.

29. Following the Initial Closing, and, as to the FCC Licenses, the Secondary Closing, no holder of an Interest in the Debtors or the Purchased Assets shall interfere with the Buyer's title to or use and enjoyment of the Purchased Assets based on or related to such Interest, or any actions that the Debtors may take in their Cases or any successor cases.

30. This Court retains jurisdiction to enforce and implement the terms and provisions of this Sale Order, the Sale Agreements, the Ancillary Documents, all amendments

thereto, any waivers and consents thereunder, and of each of the agreements executed in connection therewith in all respects, including, but not limited to, retaining jurisdiction to: (a) compel delivery of the Purchased Assets or performance of other obligations owed to the Buyer; (b) compel delivery of the Purchase Price or performance of other obligations owed to the Debtors; (c) resolve any disputes arising under or related to the Sale Agreements, except as otherwise provided therein; (d) interpret, implement, and enforce the provisions of this Sale Order; and (e) protect the Buyer and its affiliates against (i) any of the Excluded Liabilities, (ii) any Interests in the Debtors or the Purchased Assets of any kind or nature whatsoever, and (iii) any creditors or other parties in interest regarding the turnover of any Purchased Assets that may be in their possession.

31. Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), the provisions of which are waived, this Sale Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing. In the absence of any entity obtaining a stay pending appeal, the Debtors and the Buyer are free to close the Sale under the Sale Agreements at any time, in accordance with their terms. The Sale transactions contemplated by the Sale Agreements are undertaken by the Buyer in good faith, as that term is used in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale shall not affect the validity of the Sale to the Buyer (including the assumption and assignment by the Debtors of any of the Assumed Contracts and Assumed Leases), unless such authorization is duly stayed pending such appeal. The Buyer is a buyer in good faith of the Purchased Assets, and is entitled to all of the protections afforded by section 363(m) of the Bankruptcy Code.

32. Notwithstanding anything contained in their respective organizational documents or applicable state law to the contrary, each of the Debtors is authorized, upon and in connection with the Initial Closing under the Sale Agreements, to change their respective names. Any amendment to the organizational documents (including the certificate of incorporation) of any

of the Debtors to effect such name change is authorized and approved, without the necessity of board, member, shareholder or other approval. Upon any such change, the Debtors shall file with the Court a notice of change of case caption within ten (10) business days of the Initial Closing Date, and the change of case caption for these Cases shall be deemed effective as of the Initial Closing Date. From and after the Initial Closing Date, The Free Lance-Star Publishing Co. of Fredericksburg, VA shall be known as "VA Newspaper Debtor Co." and William Douglas Properties, LLC shall be and shall be known as "VA Real Estate Debtor LLC" and the case captions of the Cases shall be updated to reflect such names.

Reservations of Rights

33. Nothing in this Sale Order resolves any issues as to the extent, priority, validity, or value of any of DSP's asserted liens, which are or may be the subject of the adversary proceeding at Case No. 14-03038 (the "**Adversary Proceeding**"). Furthermore, nothing in this Sale Order otherwise modifies this Court's *Memorandum Opinion and Order* entered on April 14, 2014 in the Adversary Proceeding [Docket Nos. 61 and 62] or this Court's *Memorandum Opinion and Order* entered on April 14, 2014 in the main Cases [Docket Nos. 185, 186] (collectively, the "**Credit Bid Decision**"). Except as expressly set forth herein, all rights and positions of the Debtors, the Creditors' Committee, and DSP with respect to the foregoing are fully preserved. Notwithstanding the foregoing, the credit bid rights exercised by DSP at the Auction in accordance with the Credit Bid Decision are hereby approved in their entirety, and the Credit Bid Decision shall be a final order when this Sale Order becomes a final order.

34. All asserted claims, liens, rights, and interests against the Debtors, their assets and/or their estates, of all parties, including, without limitation, DSP (including, without limitation, those at issue in the Adversary Proceeding) shall attach to all cash proceeds from the Sale of the Purchased Assets (together with interest thereon, the "**Proceeds**"), in the same priority, and with the same validity, force, and effect, that such claims, liens, rights, and interests had prior to such sale(s),

subject to any claims and defenses that the Debtors and/or their estates may possess with respect thereto.

35. The Debtors shall hold the Proceeds in a segregated, interest-bearing bank account. The Debtors are authorized to deduct any expenses incurred to make the account an interest-bearing account from the balance of the account. The Proceeds shall not be distributed or disbursed to any party pending entry of a further order of this Court. In the event a distribution or disbursement of Proceeds is authorized by entry of a further order of this Court, any attributable interest that accrues on the Proceeds to be distributed or disbursed, net of the aforementioned expenses, shall be distributed or disbursed to the Debtors' estates or to DSP, as the case may be, along with such Proceeds.

Miscellaneous

36. The Debtors, after consulting with the Creditors' Committee, have identified the offer (the "**Back-Up Bid**") of New Media Investment Group (the "**Back-Up Bidder**") as the next highest or otherwise best offer. If, for any reason, DSP fails to consummate timely the Proposed Transactions in the Sale Agreements, or if the conditions to closing the Proposed Transactions as set forth in the Sale Agreements are unable to be met in connection with DSP, the Debtors may, at the Debtors' sole option, after consultation with the Creditors' Committee, to be exercised not later than July 7, 2014 unless the Back-Up Bidder consents in writing to a longer period, declare by notice filed with the Court, the Back-Up Bidder as having submitted the highest or otherwise best bid and, after notice and hearing to interested parties, including DSP, seek to have the Court enter an order authorizing the Debtors to consummate the Back-Up Bid. In that event, the Debtors shall give parties in interest no fewer than ten (10) days notice of the sale hearing regarding the Back-Up Bid and shall file with the Court signed copies of the Back-up Bidder's asset purchase agreement or agreements no fewer than five (5) days before such sale hearing. The rights of all parties, including DSP, to object to such sale to the Back-up Bidder on any available grounds are preserved.

37. The terms and provisions of the Sale Agreements and this Sale Order shall be binding in all respects upon, and shall inure to the benefit of, the Debtors and their estates and creditors, DSP, the Buyer and its respective affiliates, successors, and assigns, and any affected third parties, including, but not limited to, all persons asserting Interests in the Purchased Assets to be sold to the Buyer pursuant to the Sale Agreements, notwithstanding any subsequent appointment of any trustee(s) under any chapter of the Bankruptcy Code, as to which trustee(s) such terms and provisions likewise shall be binding.

38. To the extent of any conflict between the Sale Agreements and this Sale Order, the terms and provisions of this Sale Order shall govern.

39. The failure to specifically reference any particular provisions of the Sale Agreements or the Ancillary Documents in this Sale Order shall not diminish or impair the effectiveness of such provisions, it being the intent of the Court that the Sale Agreements be authorized and approved in their entirety.

Dated: **May 27 2014**
Richmond, Virginia

/s/ Kevin R. Huennekens

Honorable Kevin R. Huennekens
United States Bankruptcy Judge

Entered on Docket: May 27 2014

WE ASK FOR THIS:

/s/ Lynn L. Tavenner
Lynn L. Tavenner, Esquire (VSB No. 30083)
Paula S. Beran, Esquire (VSB No. 34679)
Tavenner & Beran, PLC
20 North Eighth Street, Second Floor
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Counsel to the Debtors

SEEN AND AGREED:

/s/ Tyler P. Brown
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Riverfront Plaza, East Tower
951 East Byrd Street
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Counsel for the Official Committee of Unsecured Creditors

SEEN AND AGREED:

/s/ Dion W. Hayes
Dion W. Hayes (VSB No. 34304)
Sarah B. Boehm (VSB No. 45201)
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—and—

Sharon L. Levine, Esquire (admitted *pro hac vice*)
Richard Bernstein, Esquire (admitted *pro hac vice*)
LOWENSTEIN SANDLER LLP
65 Livingston Avenue
Roseland, New Jersey 07068
Telephone: (973) 597-2500
Facsimile: (973) 596-2400

Counsel to DSP Acquisition, LLC

CERTIFICATION

The undersigned certifies that the foregoing Order has been either served on or endorsed by all necessary parties.

/s/ Lynn L. Tavenner

57340561

EXHIBIT A

Intentionally Omitted

Cure Amounts [a]

Counterparty	Contract ID	Cure Amount
Accu Weather Inc.	8	\$ 47
Ace Uniform Virginia Inc.	102	3,861
Advantage Systems Inc.	161	350
Arbitron Company	163	742
Arbitron Company	164	9,387
Arbitron Company	165	1,529
Arbitron Company	168	18
Arbitron Company	167	629
Broadcast Music Inc.	251	4,200
CIT	13	1,130
Cox Communications	17	288
Cox Communications	18	27
Cox Communications	20	4
FYI Television Inc.	28	560
Guarantee Digital	33	3,102
iBiquity Digital Corporation	252	500
Ikon Financial Services (GE Capital)	30	534
InterTech Media	176	426
InterTech Media	253	319
jobfetch.com	134.1	6,593
Marketron Broadcast Solutions	179	801
Professional Building Maint. Inc.	40	12,836
Research Director Inc.	131	1,065
SoundExchange Inc.	193	925
Tribune Content Agency LLC	61	22
Tribune Content Agency LLC	60	46
Tribune Content Agency LLC	58	78
United Feature Syndicate	307	28
United Feature Syndicate	66	19
United Feature Syndicate	70	26
United Feature Syndicate	118	33
United Feature Syndicate	308	31
United Feature Syndicate	72	30
United Feature Syndicate	73	26
United Feature Syndicate	74	26
United Feature Syndicate	75	19
United Parcel Service	98	540
Verizon Wireless	236	488
VoicePort LLC	109	1,368
Total Cures		<u>\$ 52,656</u>

[a] The bar dates for non-governmental entities or persons and for governmental entities are May 29, 2014 and July 22, 2014, respectively. Accordingly, the actual balances of any Cures presented herein may vary significantly as a result of claims filed and approved by the Bankruptcy Court. Additionally, parties not reflected in the Seller's books and records may file claims that become allowed by the Bankruptcy Court, the amount of which would increase the balances presented herein.

EXHIBIT C

Intentionally Deleted

Exhibit D

Station Operating Agreement

STATION OPERATING AGREEMENT

THIS STATION OPERATING AGREEMENT (this "Agreement"), dated as of June 19, 2014 (the "Effective Date"), is made and entered into by and between The Free Lance-Star Publishing Co. of Fredericksburg, Va., a Virginia corporation and debtor-in-possession (the "Licensee"), and DSP Acquisition, LLC (the "Station Operator").

WHEREAS, on January 23, 2014 (the "Petition Date"), the Licensee filed a voluntary petition for relief commencing a case under chapter 11 of the Bankruptcy Code, Docket No. 1, in the United States Bankruptcy Court for the Eastern District of Virginia (the "Bankruptcy Court");

WHEREAS, the Licensee holds the licenses (the "FCC Licenses") issued by the Federal Communications Commission (the "FCC") for the operation of the Radio Stations as set forth on Exhibit A annexed to this Agreement (collectively, the "Radio Stations");

WHEREAS, the Station Operator, pursuant to a Radio Business Asset Purchase Agreement (the "Purchase Agreement"), dated as of May 21, 2014, by and between the Licensee and the Station Operator (or its affiliates and assignees), agreed to purchase from the Licensee the Radio Assets of the Licensee associated with Licensee's Radio Business including the FCC Licenses and the Radio Stations;

WHEREAS, the Bankruptcy Court approved the transactions contemplated by the Purchase Agreement (the "APA Transactions") pursuant to a Sale Order entered by the Bankruptcy Court on May 27, 2014, Docket No. 264;

WHEREAS, on the Effective Date, the APA Transactions were consummated and the Radio Assets, including the Radio Stations, but excluding the FCC Licenses, were transferred to the Station Operator;

WHEREAS, the Station Operator (or its affiliates and assignees) has filed, or will file within ten (10) business days of the Effective Date, the required applications seeking the FCC's approval of the assignment of the FCC Licenses to the Station Operator in accordance with the terms of the Purchase Agreement and the Sale Order;

WHEREAS, pending the FCC's approval or denial of the assignment of the FCC Licenses to the Station Operator (or its affiliates and assignees), while the Licensee is under the authority of the Bankruptcy Court, the Licensee and the Station Operator wish to enter into this Agreement to ensure that the Station Operator operates the Radio Stations in accordance with the Communications Act of 1934, as amended, and the rules and regulations promulgated by the FCC (collectively, the "Communications Laws").

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements set forth herein, and such other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement, intending to be legally bound, hereby agree as follows:

Section 1. Station Operator Duties.

(a) Subject to Section 2 of this Agreement, the Licensee hereby delegates to the Station Operator, and the Station Operator agrees to undertake, the day-to-day operations of the Radio Stations, including, but not limited to, providing staffing, implementing the Radio Stations' programming schedule, selling advertising time, operating and maintaining the facilities and any other assets and facilities used in the operation of the Radio Stations, and assuring compliance with the Communications Laws.

(b) The Station Operator will maintain such facilities, equipment, and hire and supervise such employees as are necessary and in compliance with the Communications Laws.

(c) All advertising and other receipts (including all accounts receivables and other amounts, earned or accrued, prior to the Effective Date) collected in operating the Radio Stations will be retained by the Station Operator.

(d) Expenses and capital costs reasonably incurred in operating the Radio Stations (the "Regular Expenses"), including attorneys' fees and expenses required to be incurred under the Communications Laws, will be paid by the Station Operator according to the following schedule:

- (i) During the period beginning with the Effective Date and ending 120 days from the Effective Date, the Station Operator will reimburse Licensee each month for all expenses and capital costs, including attorneys' fees, reasonably incurred in operating the Radio Stations (the "Regular Expenses"); and
- (ii) During the period beginning 121 days from the Effective Date and ending 240 days from the Effective Date, the Station Operator will reimburse Licensee each month for Regular Expenses, and, in addition, the Station Operator will pay to Licensee each month an amount equal to 10% of the Regular Expenses for that month; and
- (iii) During the period beginning 241 days from the Effective Date and ending 600 days from the Effective Date, the Station Operator will reimburse Licensee each month for Regular Expenses, and, in addition, the Station Operator will pay to Licensee each month an amount equal to 20% of the Regular Expenses for that month.

(e) The Station Operator will provide Licensee and its designated employees with offices in, or adjacent to, the Radio Stations' main studio for two individuals ("Licensee Main Studio Personnel"). The Licensee's Main Studio Personnel shall have unfettered access to the Radio Stations' main studio and transmission facilities as may be

reasonable or necessary to operate the Radio Stations and facilitate the Licensee's performance of its obligations under this Agreement and under the Communications Laws.

(f) Except as set forth in Section 1(c) of this Agreement, the parties to this Agreement will not be entitled to any compensation for services rendered under this Agreement.

Section 2. Control by the Licensee.

(a) The Licensee will at all times, and subject to the authority of the Bankruptcy Court, exercise ultimate control over the programming, personnel, operations, finances and policies of the Radio Stations, and the Station Operator will operate the Radio Stations in compliance therewith. The Licensee will employ or otherwise retain at least two individuals whose duties include performance of Licensee's obligations under this Agreement and under the Communications Laws.

(b) Employees of the Station Operator will communicate on a regular, periodic basis with the Licensee or Licensee's employees on matters relating to programming and other station operations to facilitate and ensure, inter alia, Station Operator's adherence to all policies established by Licensee relating to the Radio Stations' programming, personnel, and finances.

(c) The Station Operator will provide the Licensee with such books of account, records and reports, including quarterly programming schedules, and reports, as the Licensee may reasonably request from time to time, and will afford the Licensee and its officers and representatives access at all times to all aspects of operation of the Radio Stations.

(d) Without limiting the foregoing reservation of control, the Licensee will have the right throughout the term of this Agreement, subject to the authority of the Bankruptcy Court:

- (i) to require the deletion of any program if the Licensee believes that its transmission would be contrary to the public interest; and
- (ii) to require the transmission of any program if the Licensee believes that its transmission would serve the public interest.

(e) This Section 2 will be construed so as to vest in the Licensee all powers that may be necessary for the discharge of its responsibilities as a licensee under the Communications Laws.

Section 3. Compliance with Law. The Station Operator will at all times operate the Radio Stations in compliance with the Communications Laws and with the laws, rules, regulations, and policies of any other governmental agency with authority over the Radio Stations, as such laws, rules, regulations, and policies are in effect from time to time. All employees of the Station Operator that provide services to the Radio Stations will comply with

the Communications Laws and will follow any training procedures or compliance plans to ensure compliance with the Communications Laws.

Section 4. [Intentionally omitted.]

Section 5. FCC Filings.

(a) The parties to this Agreement will cooperate with each other in furnishing any information that may be required to be filed with, or requested by, the FCC in connection with the operation of the Radio Stations, including, but not limited to, routine regulatory filings and any technical and/or engineering information. For clarity, it will be Licensee's ultimate responsibility to make, and remit to the FCC any required payment for, any such filings with the FCC.

(b) The parties to this Agreement will cooperate with each other and take all steps reasonably necessary, desirable, or required, to maintain and keep in effect, the FCC Licenses.

Section 6. Notices. All notices under this Agreement will be given in writing by first class United States mail, postage, prepaid, to such other address as either party may specify from time to time.

Section 7. Term. The term of this Agreement will begin on the Effective Date and will terminate upon the occurrence of any of the following events (unless earlier terminated pursuant to Section 8 of this Agreement):

(a) revocation or expiration without renewal of all of the FCC Licenses held by Licensee to operate the Radio Stations;

(b) the date upon which all of the FCC Licenses are assigned from the Licensee to the Station Operator or its assignees;

(c) the date upon which the FCC denies the assignment of the FCC Licenses to the Station Operator and any appeals or petitions to reconsider such denial are exhausted;

(d) mutual written agreement of the parties to terminate this Agreement.

Notwithstanding the foregoing, and subject to Section 8 below, this Agreement automatically expires 600 days after the Effective Date, unless the parties mutually agree in writing otherwise.

Section 8. Termination. The Licensee will have the right to seek the approval of the Bankruptcy Court to terminate this Agreement by written notice to the Station Operator at any time during the term of this Agreement upon the occurrence of any material failure by the Station Operator to perform any of its material obligations under this Agreement; provided, that

the Licensee has provided written notice of such failure to perform its obligations under this Agreement and provided sufficient time for the Station Operator to cure such failures.

Section 9. Governing Law; Venue. This Agreement will be governed by and construed in accordance with the law of the Commonwealth of Virginia. Except with respect to matters under the exclusive jurisdiction of the FCC, the Bankruptcy Court will have jurisdiction over any and all disputes between or among the parties, whether in law or equity, arising out of or relating to this Agreement; provided, however, that if the Bankruptcy Court is unwilling or unable to hear any such dispute, the courts of the Commonwealth of Virginia and the federal courts of the United States of America located in the Eastern District of the Commonwealth of Virginia will have jurisdiction over any and all disputes between or among the parties, whether in law or equity, arising out of or relating to this Agreement.

Section 10. Assignment. The Station Operator will not assign this Agreement or any of Station Operator's rights or obligations under this Agreement or sell or transfer any or all of the Radio Stations without the prior written consent of the Licensee, which will not be unreasonably withheld.

Section 11. Construction. It is the intent of the parties that operation of the Radio Stations under this Agreement comply with the Communications Laws and all provisions of this Agreement will be so construed.

Section 12. Severability. If any provision of this Agreement will be declared void or invalid by and governmental authority with jurisdiction thereof, then the remainder of this Agreement will remain in full force and effect without the offending provision; provided that such remainder substantially reflects the original agreement of the parties.

Section 13. Amendments. This Agreement represents the entire understanding of the parties hereto with respect to the subject matter hereof and may be amended only by a writing signed by both parties.

Section 14. Counterparts; Electronic Execution. This Agreement may be executed (by facsimile or PDF signature) in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts will together constitute the same instrument.

Section 15. Defined Terms. Capitalized terms used in this Agreement but not otherwise defined herein shall have the meanings ascribed in the Purchase Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

THE FREE LANCE-STAR PUBLISHING CO. OF FREDERICKSBURG, VA.,
a debtor-in-possession

By: _____
Name:
Title:

DSP ACQUISITION, LLC

By: _____
Name:
Title:

12932964v5

EXHIBIT A

FCC LICENSES AND RADIO STATIONS

Schedule 1(cc)

FCC Licenses

<u>License No.</u>	<u>Expiration</u>	<u>Frequency</u>	<u>Primary Station</u>	<u>Location</u>	<u>Facility ID</u>
BL19881227AC	10/1/2019	1350	WNTX AM	Fredericksburg, VA	65640
BLH-880809LD	10/1/2019	93.3	WFLS FM	Fredericksburg, VA (Transmitter)	65641
BLH-891 0061KB	10/1/2019	93.3	WFLS FM	Fredericksburg, VA (Auxiliary Antenna)	65641
BMLH-20011030AAM	10/1/2011	[a] 96.9	WWUZ FM	Bowling Green, VA	55174
BLH-20090924AAP	10/1/2019	99.3	WVBX FM	Spotsylvania, VA	22484
BLFT-20110112AAK	10/1/2019	96.5	W243BS	Fredericksburg, VA	142774

[a] License renewal pending resolution of open FCC complaint. See Schedule 11(f).

Schedule 11(f)

FCC License Matters

<u>Date</u>	<u>Nature</u>	<u>Status</u>
09/15/08	Indecency Complaint - WWUZ	Open, no inquiry since 10/31/12
09/22/08	Indecency Complaint - WWUZ	Open, no inquiry since 10/31/12
12/04/08	Indecency Complaint - WWUZ	Open, no inquiry since 10/31/12
12/09/08	Indecency Complaint - WWUZ	Open, no inquiry since 10/31/12

Buyer has reviewed indecency complaint for WWUZ and is satisfied