

EXECUTION COPY

AMENDMENT TO ASSET PURCHASE AGREEMENT

THIS AMENDMENT dated as of December 14, 2012 (this "Amendment") by and between Connoisseur Media Acquisitions, LLC (the "Buyer"), and Nassau Broadcasting I, LLC, Nassau Broadcasting II, LLC, Nassau Broadcasting III, LLC and Nassau Broadcasting Partners, L.P. (collectively, the "Seller" and, together with Buyer, the "Parties").

WHEREAS, the Parties entered into a certain Asset Purchase Agreement dated as of November 30, 2012 (as amended, the "APA"); and

WHEREAS, the Parties wish to amend and restate certain provisions of the APA;

NOW, THEREFORE, in consideration of the premises and the covenants and agreements contained herein and in the APA, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

Section 1. Amendment. Section 3.2.1 of the APA is hereby amended and restated in its entirety as follows:

3.2.1. Seller and Buyer agree to proceed expeditiously and with due diligence and to use their commercially reasonable best efforts and to cooperate with each other in seeking the FCC's approval of the assignment of the FCC Licenses from Seller to Buyer (the "**FCC Consent**"). On or before December 21, 2012, the Parties shall prepare and file with the FCC an application seeking the FCC Consent (the "**Assignment Application**") and all information, data, exhibits, resolutions, statements, and other material necessary and proper in connection with such Assignment Application, including, but not limited to, a showing by Buyer that its ownership of the Stations shall comply with the FCC rules regarding multiple ownership of radio broadcasting stations within a market, 47 C.F.R. § 73.3555, and the decisions implementing those rules (the "**FCC Ownership Rules**"). Each Party further agrees expeditiously to prepare amendments to the Assignment Application whenever such amendments are required by the FCC or its rules. Without limiting the foregoing, in the event that the FCC staff should require additional information regarding Buyer's compliance with the FCC Ownership Rules, Buyer shall promptly supply such information, at its own expense, and use its commercially reasonable efforts to seek an expeditious grant of the Assignment Application.

Section 2. Miscellaneous.

2.1 Except as specifically set forth herein, the provisions of the APA shall remain in full force and effect and are hereby ratified and confirmed.

2.2 This Amendment may be executed in one or more counterparts (including by facsimile or electronic mail), each of which will be deemed to be an original copy of this Amendment and all of which, when taken together, will be deemed to constitute one and the same agreement.

2.3 This Amendment shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and performed in the State of Delaware.

[Signature Page Follows]


IN WITNESS HEREOF, the Parties have caused this Amendment to be duly executed and delivered as of the day and year first written above.

Connoisseur Media Acquisitions, LLC

By: Michael O'Driscoll
Name: MICHAEL O. DRISCOLL
Its: _____

Nassau Broadcasting Partners, L.P.


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

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

Nassau Broadcasting I, LLC

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

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

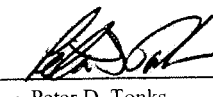
By: 
Name: Peter D. Tonks
Title: Its Authorized Representative

Nassau Broadcasting II, LLC

By: Nassau Broadcasting I, LLC
Its Sole Member

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

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

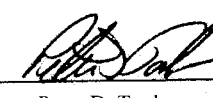
By: 
Name: Peter D. Tonks
Title: Its Authorized Representative

Nassau Broadcasting III, LLC

By: Nassau Broadcasting I, LLC
Its Sole Member

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

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

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