KCLH DRAFT OF 1/12/2004

SECURITIES PURCHASE AGREEMENT

by and among

CONVERGENT BROADCASTING, LLC

ITS SUBSIDIARIES PARTY HERETO,
as issuers,

And

BIA DIGITAL PARTNERS LP

as Purchaser

Dated as of January 12, 2004

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Exhibits

SECURITIES PURCHASE AGREEMENT

AGREEMENT, dated as of January 12, 2004, by and among **CONVERGENT BROADCASTING, LLC**, a Delaware limited liability company (the "***Parent***"), the Subsidiaries of the Parent identified on the signature pages hereto as Issuers (together with the Parent, the "*Issuers*"), and **BIA DIGITAL PARTNERS LP**, a Delaware limited partnership (the "***Purchaser***").

STATEMENT OF PURPOSE:

WHEREAS, the Issuers wish to sell to the Purchaser, and the Purchaser wishes to purchase from the Issuers (i) a Tranche A Senior Note issued by the Issuers, due January 11, 2011, in the aggregate principal amount of $3,500,000 and substantially in the form of Exhibit A hereto (the "***Tranche A Note***"), (ii) a Tranche B Senior Note issued by the Issuers, due January 11, 2005, in the aggregate principal amount of $2,000,000 and substantially in the form of Exhibit B hereto (the "***Tranche B Note***"), and (iii) a warrant to purchase 1,000,000 Class C Membership Interests issued by the Parent;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1

DEFINITIONS

1.1 Definitions. As used in this Agreement, and unless the context requires a different meaning, the following terms have the meanings indicated:

"Affiliate" means (a) any Person directly or indirectly controlling, controlled by, or under common control with, the Parent and (b) solely for purposes of Section 10.2 any Person, (i) directly or indirectly owning or holding ten percent (10%) or more of the Preferred Interests or Class A Profits Points, or (ii) ten percent (10%) or more of whose voting Capital Stock is directly or indirectly owned or held by the Parent. For purposes of this definition, "control" (including with correlative meanings, the terms "controlling", "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 a Person, whether through the ownership of voting securities, by contract or otherwise.

"Agreement" means this Agreement, including the exhibits and schedules attached hereto, as the same may be amended, supplemented or modified in accordance with the terms hereof.

"Asset Disposition" means the disposition, whether by sale, lease or other transfer by the Parent or any of its Subsidiaries to any Person other than the Parent or any of its wholly-owned Subsidiaries of (a) any of the Capital Stock of any of the Parent's Subsidiaries,

(b) substantially all of the assets of any division or line of business of the Parent or any of its Subsidiaries, or (c) any other assets (whether tangible or intangible) of the Parent or any of its Subsidiaries.

"Auditor" means Parente, Randolph & Co.

"Balance Sheet" means the balance sheet of the Parent as of November 30, 2003 included in the Financial Statements.

"Business Day" means any day other than a Saturday, Sunday or other day on which commercial banks in New York, New York are authorized or required by law or executive order to close.

"Capital Expenditures" means, for any period, the amount capitalized by any Issuer as capital expenditures for such period determined on a consolidated basis in accordance with GAAP, as property, plant, and equipment or similar fixed asset accounts (including the aggregate amount of all principal portions of all Capitalized Lease Obligations).

"Capital Lease Obligations" of any Person means the obligations of such Person to pay rent or other amounts under any lease of any real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases on a balance sheet of such Person under GAAP consistently applied and, for the purposes of this Agreement, the amount of such obligations at any time shall be the capitalized amount thereof at such time determined in accordance with GAAP consistently applied. The determination of Capital Lease Obligations at the relevant time of determination with respect to the Parent and its Subsidiaries shall be made on a consolidated basis in accordance with GAAP consistently applied.

"Capital Stock" means (a) any capital stock, partnership, membership, joint venture or other ownership or equity interest, participation or securities (whether voting or non-voting, whether preferred, common or otherwise), and (b) any option, warrant, security or other right (including Debt securities or other evidence of Debt) directly or indirectly convertible into or exercisable or exchangeable for, or otherwise to acquire directly or indirectly, any capital stock, partnership, membership, joint venture or other ownership or equity interest, participation or security described in clause (a) above.

"Cash" means the currency of the United States of America.

"Cash Equivalents" means: (a) marketable direct obligations issued or unconditionally guaranteed by the United States Government or issued by any agency thereof and backed by the full faith and credit of the United States, in each case maturing within one (1) year from the date of acquisition thereof; (b) commercial paper maturing no more than one (1) year from the date issued and, at the time of acquisition, having a rating of at least A-1 from Standard & Poor's Ratings Services or a least P-1 from Moody's Investors Service, Inc., (c) certificates of deposit or bankers' acceptances maturing within one (1) year from the date of issuance thereof issued by, or overnight reverse repurchase agreements from, any commercial

bank organized under the laws of the United States of America or any state thereof or the District of Columbia having combined capital and surplus of not less than $500,000,000; (d) time deposits maturing no more than thirty (30) days from the date of creation thereof with commercial banks having membership in the Federal Deposit Insurance Corporation in amounts not exceeding the lesser of $100,000 or the maximum amount of insurance applicable to the aggregate amount of the Parent's and its Subsidiaries, deposits at such institution; and (e) deposits or investments in mutual or similar funds offered or sponsored by brokerage or other companies having membership in the Securities Investor Protection Corporation in amounts not exceeding the lesser of $100,000 or the maximum amount of insurance applicable to the aggregate amount of the Parent's and its Subsidiaries, deposits at such institution.

"CERCLA" has the meaning set forth in the definition of "Environmental Laws" below.

"Change of Control" means the occurrence of any of the following:

(a) The acquisition by any Person, other than the Sponsors, of record or beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 50% or more of either (i) the Preferred Interests, (ii) the Class A Profits Points or (iii) the combined voting power of the then-outstanding voting securities of the Parent entitled to vote generally in the election of directors (the "Outstanding Parent Voting Securities");

(b) Consummation of a merger, consolidation, reorganization, sale of capital stock, sale or other disposition of all or substantially all of the assets of the Parent (a "Business Combination"), in each case, unless, following such Business Combination, (i) all or substantially all of the individuals and entities who were the beneficial owners, respectively, of the Outstanding Parent Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50% of, respectively, the then outstanding shares of voting Capital Stock of the corporation resulting from such Business Combination (including, without limitation, a corporation which as a result of such transaction owns the Parent or all or substantially all of the Parent's assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership, immediately prior to such Business Combination, of the voting Capital Stock and (ii) at least a majority of the members of the board of directors of the corporation resulting from such Business Combination were members of the Parent's board of directors at the time of the execution of the initial agreement, or of the action of the Parent's board of directors, providing for such Business Combination;

(c) The Sponsors, at any time subsequent to the conversion of the Sponsor Notes into Outstanding Parent Voting Securities, shall cease to collectively have beneficial ownership of at least a majority of the Preferred Interests; the Sponsors shall cease to collectively have beneficial ownership of at least a majority of the Class A Profits Points or the Sponsors shall cease to collectively have beneficial ownership of at least a majority of the Outstanding Parent Voting Securities;

(d) Bruce Biette, Dan Duman and George Silverman shall cease in the aggregate to own at least a majority of the outstanding Class B Profits Points; or

(e) Approval by the Parent's board of directors or members of a complete liquidation or dissolution of the Parent.

"Charter Documents" means the Operating Agreement or Limited Liability Company Agreement (as applicable), certificate or articles of organization or formation (as applicable) and other similar organizational and governing documents of the Parent and its Subsidiaries.

"Class A Profits Points" means the membership interests of Parent represented by the Class A Profits Points of Parent as defined and otherwise described in the Parent LLC Agreement.

"Class B Profits Points" means the membership interests of Parent represented by the Class B Profits Points of Parent as defined and otherwise described in the Parent LLC Agreement.

"Class C Profits Points" means the membership interests of Parent represented by the Class C Profits Points of Parent as defined and otherwise described in the Parent LLC Agreement.

"Closing" has the meaning assigned to that term in Section 2.3.

"Closing Date" has the meaning assigned to that term in Section 2.3.

"Code" means the Internal Revenue Code of 1986, as amended, or any successor statute thereto.

"Commission" means the Securities and Exchange Commission or any similar agency then having jurisdiction to enforce the Securities Act.

"**Communications Act**" shall mean the Communications Act of 1934, any successor statute thereto, and the rules, regulations and legally binding polices of the FCC promulgated thereunder, as amended and in effect from time to time.

"Compliance Certificate" has the meaning given in Section 9.1(c).

"Consolidated Debt" means, as applied to the Parent and its Subsidiaries at any date, the aggregate principal amount of all Debt and Contingent Obligations of the Parent and its Subsidiaries at such date, determined on a consolidated basis in accordance with GAAP.

"Consolidated EBITDA" means for any period, Consolidated Net Income for such period plus, without duplication and only to the extent reflected as a charge calculating such Consolidated Net Income for such period, the sum of (a) income tax expense,

(b) Consolidated Interest Expense, (c) depreciation and amortization expense, and (d) with respect to any Person acquired by the Parent or any Subsidiary during such period, the Pro-Forma EBITDA for such Person relating to the period commencing on the first day of the period in question and ending on the day such Person was acquired and minus, solely to the extent included in the statement of such Consolidated Net Income for such period, with respect to each Asset Disposition consummated within such period, the Pro-Forma EBITDA attributable to the period subsequent to disposition of such asset which is the subject of such disposition for such period.

"Consolidated Interest Expense" means for any period, the consolidated interest expense in accordance with GAAP consistently applied plus, without duplication, the portion of rental payments under Capital Lease Obligations deemed to represent interest, in each case of the Parent and its Subsidiaries determined on a consolidated basis in accordance with GAAP consistently applied.

"Consolidated Leverage Ratio" means as at the last day of any period, the ratio of (a) Funded Debt of the Parent and its Subsidiaries on such day to (b) Consolidated EBITDA for the four fiscal quarter period ending on such date.

"Consolidated Net Income" means for any period, the consolidated net income (or loss) of the Parent and its Subsidiaries, determined on a consolidated basis in accordance with GAAP consistently applied, but excluding any extraordinary gains, losses or charges and any insurance proceeds received by any of the Issuers.

"Contingent Obligation" as applied to any Person, means any contractual liability, contingent or otherwise, of that Person: (a) with respect to any indebtedness, lease, dividend or other obligation of another Person if the primary purpose or intent of the Person incurring such liability, or the primary effect thereof, is to provide assurance to the obligee of such liability that such liability will be paid or discharged, or that the holders of such liability will be protected (in whole or in part) against loss with respect thereto; (b) with respect to any letter of credit issued for the account of that Person or as to which that Person is otherwise liable for reimbursement of drawings; or (c) under any foreign exchange contract, currency swap agreement, interest rate swap agreement or other similar agreement or arrangement designed to alter the risks of that Person arising from fluctuations in currency values or interest rates. Contingent Obligations shall include (i) the direct or indirect guaranty, endorsement (other than for collection or deposit in the ordinary course of business), co-making, discounting with recourse or sale with recourse by such Person of the obligation of another, and (ii) any liability of such Person for the obligations of another (if such other Person's obligation would be covered by clause (a) above) through any agreement to purchase, repurchase or otherwise acquire such obligation or any property constituting security therefor, to provide funds for the payment or to maintain the solvency, financial condition or any balance sheet item or level of income of another; provided, that Contingent Obligation as applied to any Issuer shall not include any liability or obligation of the foregoing nature incurred on behalf of another Issuer to the extent such liability or obligation is included as Debt or a Contingent Obligation of the Issuers on a consolidated basis. The amount of any Contingent Obligation shall be equal to the

amount of the obligation so guaranteed or otherwise supported or, if not a fixed and determined amount, the maximum amount so guaranteed.

"Contractual Obligations" means as to any Person, any provision of any security issued by such Person or of any agreement, undertaking, contract, indenture, mortgage, deed of trust or other instrument or arrangement (whether in writing or otherwise) to which such Person is a party or by which it or any of such Person's property is bound.

"**Convergent Stations**" means collectively WVOD (FM), licensed to Manteo, NC; WZPR (FM), licensed to Nags Head, NC; WYND (FM), licensed to Hatteras, NC; KCCG (FM), licensed to Ingleside, TX; KKPN (FM), licensed to Rockport, TX; KPUS (FM), licensed to Gregory, TX; and, after giving effect to the acquisition thereof if permitted under Section 10.1(f)(ii), WFMZ (FM), licensed to Hertford, NC, and any and all other Stations from time to time acquired or operated by any Issuer after the Closing Date, including, without limitation, as a result of the consummation of any Permitted Acquisition.

"Corpus Christi Acquisition Documents" means the Corpus Christ Acquisition Agreement and each other agreement, document or certificate delivered pursuant thereto.

"Corpus Christi Acquisition Agreement" means the Asset Purchase Agreement dated as of July 2, 2003 among Pacific Broadcasting of Missouri, LLC, Rick Dames, P. Stephen Bunyard, James G. Withers and Covergent Broadcasting Corpus Christi LP, as amended, supplemented or modified from time to time in accordance with the provisions hereof and thereof.

"Corpus Christi Consulting Payments" means the payments to be made by Convergent Broadcasting Corpus Christi LP ("CBCC") pursuant to the Consulting and Non-Compete Agreement, dated as of the Closing Date, between CBCC and Pacific Broadcasting of Missouri, LLC.

"Debt" means as to any Person, without duplication, (a) all obligations of such Person for borrowed money (including, without limitation, reimbursement and all other obligations with respect to surety bonds, unfunded credit commitments, letters of credit and bankers' acceptances, whether or not matured), (b) all indebtedness, obligations or liability of such Person (whether or not evidenced by notes, bonds, debentures or similar instruments) whether matured or unmatured, liquidated or unliquidated, direct or indirect, absolute or contingent, or joint or several, that should be classified as liabilities in accordance with GAAP consistently applied, including, without limitation, any items so classified on a balance sheet, any reimbursement obligations in respect of letters of credit or obligations in respect of bankers acceptances, (c) all obligations of such Person to pay the purchase price of property or services, except trade accounts payable and accrued commercial or trade liabilities arising in the ordinary course of business (which are unsecured and not more than 120 days past due), (d) all Hedge Agreements under which payments are obligated to be made by such Person, whether periodically or upon the happening of a contingency, (e) all indebtedness created or arising under any conditional sale or other title retention agreement with respect to property acquired by such Person (even though the rights and remedies of the seller or lender under such

agreement in the event of default are limited to repossession or sale of such property), (f) all Capital Lease Obligations of such Person, (g) all indebtedness secured by any Lien (other than Liens in favor of lessors under leases not included in clause (f) above) on any property or asset owned or held by that Person regardless of whether the indebtedness secured thereby shall have been assumed by that Person or is non-recourse to the credit of that Person, (h) any Contingent Obligation of such Person and (i) the Corpus Christi Consulting Payments. The determination of the amount of the Debt at any time of determination with respect to the Parent and its Subsidiaries shall be made on a consolidated basis in accordance with GAAP consistently applied.

"**Debt to Capitalization Ratio**" means, as of any date of determination, the ratio of (a) Funded Debt of the Parent and its Subsidiaries to (b) the sum of Funded Debt plus (c) Paid In Equity Capital of the Parent, in each case as of such date of determination on a consolidated basis.

"Default" means any event or condition which constitutes an Event of Default or which upon notice, lapse of time or both would, unless cured or waived, become an Event of Default.

"Defined Benefit Plan" means a defined benefit plan within the meaning of Section 3(35) of ERISA or Section 414(j) of the Code, whether funded or unfunded, qualified or non-qualified (whether or not subject to ERISA or the Code).

"Environmental Laws" means any applicable federal, state, territorial, provincial, foreign or local law, common law doctrine, rule, order, decree, judgment, injunction, license, permit or regulation relating to environmental matters, including those pertaining to land use, air, soil, surface water, ground water (including the protection, cleanup, removal, remediation or damage thereof), public or employee health or safety or any other environmental matter, together with any other laws (federal, state, territorial, provincial, foreign or local) relating to emissions, discharges, releases or threatened releases of any pollutant or contaminant including, without limitation, medical, chemical, biological, biohazardous or radioactive waste and materials, into ambient air, land, surface water, groundwater, personal property or structures, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transportation, discharge or handling of any contaminant, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.) ("***CERCLA***"), the Hazardous Material Transportation Act (49 U.S.C. 1801 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.) ("***RCRA***"), the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), the Clean Air Act (42 U.S.C. 1251 et seq.), the Toxic Substances Control Act (15 U.S.C. 2601 et seq.), and the Occupational Safety and Health Act (29 U.S.C. 651 et seq.), as such laws have been, or are, amended, modified or supplemented heretofore or from time to time hereafter and any analogous future federal, or present or future state or local laws, statutes and regulations promulgated thereunder. Environmental Laws do not include any laws, rules, regulations or ordinances relating to land zoning.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended and the rules and regulations promulgated thereunder.

"ERISA Affiliate" means a corporation that is or was a member of a controlled group of corporations with any of the Issuers within the meaning of Section 4001(a) or (b) of ERISA or Section 414(b) of the Code, a trade or business (including a sole proprietorship, partnership, trust, estate or corporation) that is under common control with any of the Issuers within the meaning of section 414(m) of the Code, or a trade or business which together with any of the Issuers is treated as a single employer under section 414(o) of the Code.

"Event of Default" has the meaning assigned to such term in Section 12.1 hereto.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission thereunder.

"Fair Market Value" of any Purchased Equity Security of the Parent as of any date of determination means the amount that such Purchased Equity Security would receive in an arm's length sale, whether via an equity sale or sale of assets (followed by an immediate distribution of all proceeds thereof) of the Parent (including its ownership interest in all Persons) as an entirety, such sale being between a willing buyer and a willing seller, without regard to any discount for lack of marketability, disparate voting rights or minority ownership and assuming exercise in full of the Warrant prior to such sale or distribution. The Fair Market Value shall be determined initially by the Required Holders and the Parent within ten (10) Business Days of any event for which such determination is required. In the event that the Required Holders and the Parent cannot agree on the Fair Market Value within twenty (20) Business Days of the date of any event for which such determination is required, the Fair Market Value shall be determined by a disinterested appraiser mutually selected by the Required Holders and the board of directors of the Parent, the fees and expenses of which shall be paid by the Parent. In the event that the parties cannot agree on a disinterested appraiser within ten (10) Business Days, then each party shall select a separate disinterested appraiser, and both such appraisers selected by the parties shall then select a third disinterested appraiser who shall be deemed acceptable to the parties and who shall make the determination of Fair Market Value. Any selection of a disinterested appraiser shall be made in good faith within seven (7) business days after the end of the last twenty (20) business day period referred to above and any determination of Fair Market Value by a disinterested appraiser shall be made within thirty (30) days of the date of selection.

"**FCC**" shall mean the Federal Communications Commission or any Governmental Authority succeeding to its functions.

"**FCC License**" shall mean an authorization, or renewal thereof, whether in the form of a license, permit, certificate or otherwise, issued by the FCC authorizing the construction and/or operation of a Station or facilities using the radio, television, microwave or other frequencies under the licensing control of the FCC pursuant to the Communications Act.

"Financial Statements" has the meaning set forth in Section 6.12(a).

"Fiscal Quarter" means a Fiscal Quarter of the Parent and its Subsidiaries (currently the three month periods ending on each March 31, June 30, September 30 and December 31 annually).

"Fixed Charge Coverage Ratio" means as at the last day of any period, the ratio of (a) Consolidated EBITDA for such period to (b) Fixed Charges for such period.

"Fixed Charges" means as at the last day of any period, the sum of the following: (a) scheduled or other required payments of principal on Funded Debt (including the principal component of Capitalized Lease Obligations) for such period, (b) Consolidated Interest Expense to the extent paid in cash for such period, (c) income taxes paid or required to be paid in cash during such period, (d) Capital Expenditures made in cash during such period and (e) the Corpus Christi Consulting Payments required to be made during such period; provided, that for all quarters ending prior to December 31, 2005, no payments required to be made on or with respect to the Notes shall be included in determining the amount of Fixed Charges for such period.

"Funded Debt" means all Debt covered by clauses (a), (c), (d), (f), (g) and (i) of the definition of "Debt".

"GAAP" means generally accepted accounting principles in effect within the United States as consistently applied.

"Governmental Authority" means the government of any nation, state, city, locality or other political subdivision of any thereof, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, regulation or compliance, including, without limitation, any state or local public utility commission, and any corporation or other entity owned or controlled, through stock or capital ownership or otherwise, by any of the foregoing.

"Hazardous Materials" means any chemical pollutant, contaminant, pesticide, petroleum or petroleum product or byproduct radioactive substance, solid waste (hazardous or extremely hazardous), special, dangerous or toxic waste, hazardous or toxic substance, chemical or material regulated, listed, referred to, limited or prohibited under any Environmental Law, including without limitation: (a) friable or damaged asbestos, asbestos-containing material, polychlorinated biphenyls (PCBs), solvents and waste oil; (b) any "hazardous substance" as defined under CERCLA or any environmental law, statute, regulation or rule; or (c) any hazardous waste defined under RCRA or any Environmental Law.

"Hedge Agreements" means any rate protection agreement, foreign currency exchange agreement, commodity price protection agreement or other interest or currency exchange rate or commodity price hedging agreement.

"**Holder**" means each holder of a Note or Purchased Interest hereunder.

"**Interest Payment Date**" has the meaning set forth in Section 3.1.

"Investment" means (a) any direct or indirect purchase or other acquisition by the Parent or any of its Subsidiaries of any beneficial interest in Capital Stock of, any other Person or (b) any loan, or capital contribution by the Parent or any of its Subsidiaries to any other Person (other than a wholly-owned Subsidiary of the Parent. The amount of any Investment shall be the original cost of such Investment plus the cost of all additions thereto, without any adjustments for increases or decreases in value, or write-ups, write-downs or write-offs with respect to such Investment.

"**License Subs**" means, collectively, Convergent Broadcasting Licensee LLC and any and all future Subsidiaries formed or acquired by any Issuer for the purpose of holding FCC Licenses of, but which does not operate, a Convergent Station.

"Licenses" means all licenses, permits, authorizations, determinations, and registrations issued by any Governmental Authority to the Parent or any Subsidiary in connection with the conduct of the Business, including FCC Licenses.

"Lien" means any mortgage, deed of trust, pledge, hypothecation, assignment, encumbrance, lien (statutory or other), charge, claim, restriction or preference, priority, right or other security interest of any kind or nature whatsoever including, without limitation, those created by, arising under or evidenced by any conditional sale or other title retention agreement, the interest of a lessor under a Capital Lease Obligation, or any financing lease having substantially the same economic effect as any of the foregoing.

"Material Adverse Effect" means (a) a material adverse effect on the assets, business, properties, operations, or condition (financial or otherwise) of the Parent and its Subsidiaries (taken as a whole) or (b) a material adverse effect on the ability of the Parent and its Subsidiaries (taken as a whole) to perform any material obligation to the Purchaser under the Note Documents to which it is a party.

"Multiemployer Plan" means a multiemployer plan within the meaning of Section 3(37) or 4001(a)(3) of ERISA or Section 414(f) of the Code.

"Net Proceeds" means, with respect to any Asset Disposition, cash proceeds received by the Parent or any of its Subsidiaries from any Asset Disposition (including insurance proceeds, awards of condemnation, and payments under notes or other debt securities received in connection with any Asset Disposition), net of (a) the costs of such Asset Disposition (including Taxes attributable thereto) and reasonable transaction costs related thereto, and (b) amounts applied to repayment of Debt secured by a Lien on the asset disposed.

"Note Documents" means this Agreement, the Notes, the Warrant, the Sponsor Conversion Agreement, the Operating Agreement, and each other agreement, document or certificate delivered pursuant to this Agreement or the Notes.

"Notes" means the Tranche A Notes and the Tranche B Notes.

"Obligations" means all obligations of every nature of the Issuers from time to time owed to the Purchaser under the Note Documents, whether for principal, interest, fees, expenses, indemnification or otherwise.

"**Paid In Equity Capital**" means owner's equity of the Issuers excluding the effect of retained earnings (whether positive or negative) thereon, determined on a consolidated basis in accordance with GAAP.

"Parent Operating Agreement" means the Amended and Restated Operating Agreement of the Parent dated as of the date hereof, as amended, supplemented or modified from time to time in accordance with the provisions hereof and thereof.

"Permitted Acquisitions" means any transaction or series of related transactions for the purpose of or resulting, directly or indirectly, in (a) the acquisition of a Station or all or substantially all of the assets of a Person, or of any business or division of a Person, (b) the acquisition of all of the Capital Stock, of any Person or (c) a merger or consolidation or any other combination with another Person (each an "***Acquisition***"); provided, that:

(i) at the time of the consummation thereof, the Parent and its Subsidiaries would be in compliance with all of the covenants in Section 10.8 on a pro forma basis after giving effect to such Acquisition;

(ii) at the time of the consummation thereof, no Default or Event of Default exists or would be caused thereby; and

(iii) the Total Consideration paid for such Acquisition is less than 10% of the Paid In Equity Capital of the Issuers or such Acquisition is approved by the Required Holders.

"Permitted Liens" has the meaning set forth in Section 10.5.

"Person" means any individual, firm, corporation, limited liability company, partnership, trust, incorporated or unincorporated association, joint venture, joint stock company, Governmental Authority or other entity of any kind, and shall include any successor (by merger or otherwise) of such entity.

"Plans" has the meaning assigned to that term in Section 6.21 of this Agreement.

"Preferred Interests" means the membership interests of Parent represented by the Preferred Interests of Parent as defined and otherwise described in the Parent LLC Agreement.

"Pro-Forma EBITDA" means, (a) with respect to any Person acquired by the Parent or any of its Subsidiaries, EBITDA for such Person for the most recent twelve (12) month period for which financial statements are available at the time of determination thereof, in each

case calculated by the Parent and approved by the Required Holders (with such adjustments to expenses as are prepared by Parent and approved by the Required Holders) and (b) with respect to any Asset Disposition during any period, the EBITDA attributable to such assets as set forth in the annual budget for such period delivered to the Purchaser.

"Projections" means the Parent's forecasted and projected income statements, balance sheets and cash flow statements on a GAAP basis for the years ended December 31, 2003 through 2008 attached hereto as Exhibit C.

"Public Offering" means any public offering of securities of the Parent or its Subsidiaries registered under the Securities Act.

"Purchased Equity Securities" means the Warrant and the Class C Profits Points issued upon exercise thereof, together with any securities issued as a distribution thereon or in substitution or replacement therefor.

"Purchased Securities" means, collectively, the Notes and the Purchased Equity Securities.

"Purchaser" has the meaning set forth in the first paragraph of this Agreement.

"**Quarterly Payment Period**" means the period (a) commencing on the date of delivery of audited financial statements and a compliance certificate pursuant to Section 9.1 demonstrating that the Leverage Ratio was less than 6.50 to 1.00 for the fiscal year to which such financial statements relate (a "***Qualifying Certificate***") and (b) ending on March 31 of the fiscal year following delivery of Qualifying Certificate unless prior to such date the Parent has delivered another Qualifying Certificate for the preceding fiscal year.

"RCRA" has the meaning set forth in the definition of "Environmental Laws."

"Required Holders" means the Holders of a majority of (a) the outstanding principal balance of the Notes or (b) the Purchased Equity Securities, as applicable.

"Requirements of Law" means as to any Person, provisions of the Charter Documents of such Person, or any law, treaty, code, rule, regulation, right, privilege, qualification, License or franchise or determination of an arbitrator or a court or other Governmental Authority, in each case applicable to such Person or any of such Person's property or to which such Person or any of such Person's property is subject or pertaining to any or all of the transactions contemplated or referred to herein.

"Restricted Payment" means: (a) any dividend or other distribution, direct or indirect, on account of any shares of any class of stock, limited liability company interest, or partnership interest of the Parent or any of its Subsidiaries now or hereafter outstanding, except a dividend payable solely in shares of that class of stock, limited liability company interest, or partnership interest to the holders of that class; (b) any redemption, conversion, exchange, retirement, sinking fund or similar payment, purchase or other acquisition for value, direct or

indirect, by the Parent or any of its Subsidiaries of any shares of any class of stock, limited liability company interest or partnership interest of the Parent or any of its Subsidiaries now or hereafter outstanding, (c) any payment or prepayment of interest on, principal of, premium, if any, redemption, conversion, exchange, purchase, retirement, defeasance, sinking fund or similar payment with respect to, any Seller Debt or Debt (including the Sponsor Notes) by its terms subordinated to the Debt existing pursuant to the Notes and this Agreement other than Capital Lease Obligations; (d) any payment made to retire, or to obtain the surrender of, any outstanding warrants, options or other rights to acquire shares of any class of stock, limited liability company interest, or partnership interest of the Parent or any of its Subsidiaries now or hereafter outstanding; (e) any payment under any noncompete agreement, except as may be required under any employment agreements disclosed on Schedule 6.20 and (f) the Corpus Christi Consulting Payments.

"SBA Documents" means, collectively, the small business investment company side letter and SBA Forms 480, 652 and 1031 in the Forms attached hereto as Exhibit D.

"SEC Reports" with respect to any Person means all forms, reports, statements and other documents (including exhibits, annexes, supplements and amendments to such documents) required to be filed by it, or sent or made available by it to its security holders, under the Exchange Act, the Securities Act, any national securities exchange or quotation system or comparable Governmental Authority.

"Securities Act" means the Securities Act of 1933, as amended, or any similar federal statute, and the rules and regulations thereunder as the same shall be in effect at the time.

"Seller Notes" means the evidences of Debt issued by an Issuer to one or more sellers in connection with the acquisition by such Issuer of a Convergent Station.

"Senior Debt Documents" has the meaning set forth in Section 10.4.

"Senior Debt" has the meaning set forth in Section 10.4.

"Solvent" means, with respect to any Person that (a) the assets and the property of such Person exceed the aggregate liabilities (including contingent and unliquidated liabilities) of such Person, (b) after giving effect to the transactions contemplated by this Agreement and the other Transaction Documents, such Person will not be left with unreasonably small capital, and (c) after giving effect to the transactions contemplated by this Agreement, such Person is able to both service and pay its liabilities as they mature. In computing the amount of contingent or unliquidated liabilities at any time, such liabilities will be computed as the amount that, in light of all the facts and circumstances existing at such time, represents the amount that is likely to become an actual or matured liability.

"**Sponsors**" means collectively Housatonic Equity Investors SBIC, L.P., a Delaware limited partnership, and Housatonic Micro Fund SBIC, L.P., a Delaware limited partnership.

"Sponsor Conversion Agreement" means the Note Conversion Agreement dated the date hereof among the Sponsors, the Parent and the Purchaser as amended, supplemented or modified from time to time.

"**Sponsor Notes**" means, collectively, all Debt securities or evidences of Debt issued by the Parent or any of the Subsidiaries held by any Sponsor on the Closing Date.

"**Station**" shall mean a radio station operated to transmit radio signals within a geographic area for the purpose of providing commercial broadcasting radio programming.

"Subsidiary" means, with respect to any Person, a corporation or other entity of which more than fifty percent (50%) of the voting power of the voting equity securities or equity interest is owned, directly or indirectly, by such Person. Unless otherwise qualified, all references to a "Subsidiary" or to "Subsidiaries" in this Agreement shall refer to a Subsidiary or Subsidiaries of the Parent.

"Tax" means any federal, state, local or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental (including taxes under Code §59A), customs duties, capital stock, franchise profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on-minimum, estimated, or other tax of any kind whatsoever, including any interest, penalty, or addition thereto, whether disputed or not.

"Tax Return" means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

"Total Consideration" means the total consideration paid with respect to any Permitted Acquisition, including without limitation (a) all payments made in cash and property, (b) all payments made in Capital Stock, (c) the amounts paid or to be paid pursuant to non-compete agreements and consulting agreements, (d) the amount of liabilities assumed (and in the case of a Capital Stock acquisition, the amount of liabilities of the Person to be acquired), (e) the amount of seller debt incurred in connection with such acquisition and (f) the amount of all transaction fees.

"**Tranche A Interest Rate**" has the meaning set forth in Section 3.1(a).

"**Tranche A Maturity Date**" has the meaning set forth in Section 3.2(a)(i).

"**Tranche A Note**" has the meaning set forth in the Statement of Purpose.

"**Tranche A PIK Interest**" has the meaning set forth in Section 3.1(a).

"**Tranche B Conversion Date**" has the meaning set forth in Section 12.1(a)(i).

"**Tranche B Interest Rate**" has the meaning set forth in Section 3.1(b).

"**Tranche B Maturity Date**" has the meaning set forth in Section 3.2(a)(ii).

"**Tranche B Note**" has the meaning set forth in the Statement of Purpose.

"**Tranche B PIK Interest**" has the meaning set forth in Section 3.1(b).

"Transaction Documents" means, collectively, the Note Documents and the Acquisition Documents.

"Transactions" means, collectively, (a) the issuance of the Securities hereunder, (b) the consummation of the transactions contemplated by the Corpus Christi Acquisition Documents and (d) the payment of all fees and expenses in connection with the foregoing.

"UCC" means the Uniform Commercial Code (or any similar or equivalent legislation) as in effect in any applicable jurisdiction.

"Warrant" means the Warrant to purchase Class C Profits Points issued hereunder in the form of Exhibit G.

1.2 Accounting Terms: Financial Statements. All accounting terms used herein and not expressly defined in this Agreement shall have the respective meanings given to them in conformance with GAAP. Financial statements and other information furnished after the date hereof pursuant to this Agreement or the other Transaction Documents shall be prepared in accordance with GAAP as in effect at the time of such preparation, provided, however, that no "***Accounting Changes***" (as defined below) shall be taken into account in determining compliance with the financial covenants, standards or terms in this Agreement. The Parent shall prepare footnotes to each Compliance Certificate and the financial statements required to be delivered hereunder that show the differences between the basis for calculating financial covenant compliance (the calculation of financial covenant compliance shall not be based upon nor reflect such Accounting Changes) and the financial statements delivered (which shall reflect such Accounting Changes). "Accounting Changes" means: (a) changes in accounting principles required by GAAP and implemented by the Parent; (b) changes in accounting principles recommended by the Parent's certified public accountants and implemented by the Parent; and (c) changes in carrying value of the Parent's or any of its Subsidiaries' assets, liabilities or equity accounts resulting from (i) the application of purchase accounting principles (A.P.B. 16 and/or 17 and EITF 88-16 and FASB 109) to the purchase and sale of the Securities or the other transactions described in the Transaction Documents, or (ii) as the result of any other adjustments that, in each case, were applicable to, but not included in, the Balance Sheet. All such adjustments resulting from expenditures made subsequent to the Closing Date (including, but not limited to, capitalization of costs and expenses or payment of pre-Closing Date liabilities) shall be treated as expenses in the period the expenditures are made.

1.3 Knowledge of the Parent. All references to the knowledge of the Parent or to facts known by the Parent means knowledge or notice of the chairman, chief executive officer, president, chief financial officer or other executive officer of the Parent.

ARTICLE 2

PURCHASE AND SALE

2.1 Purchase and Sale of the Purchased Securities. Subject to the terms and conditions herein set forth, (a) the Issuers agree that they will issue and sell to the Purchaser, and the Purchaser agrees that it will acquire from the Issuers, on the Closing Date the Tranche A Note in the original principal amount of $3,500,000 and the Tranche B Note in the original principal amount of $2,000,000 and (b) the Parent agrees that it will issue and sell to the Purchaser, and the Purchaser agrees that it will acquire from the Parent, on the Closing Date the Warrant, for an aggregate, combined purchase price of $5,500,000 (the ***"Purchase Price"***).

2.2 Fees Payable at Closing.

(a) Tranche A Commitment Fee. Concurrently with the execution hereof, unless paid earlier by the Parent, the Parent shall pay to the Purchaser a commitment fee in the amount of $87,500, in respect of the Tranche A Note.

(b) Tranche B Commitment Fee. Concurrently with the execution hereof, unless paid earlier by the Parent, the Parent shall pay to the Purchaser a commitment fee in the amount of $40,000, in respect of the Tranche B Note.

(c) Reimbursement of Expenses. At Closing, or if earlier requested by the Purchaser, the Parent shall reimburse all of the Purchaser's reasonable fees and expenses (including, without limitation, fees, charges and disbursements of counsel and other reasonable out-of-pocket expenses) incurred in connection with (i) the negotiation and execution and delivery of this Agreement and the Transaction Documents, the filing of documents with the Small Business Administration and the Purchaser's due diligence investigation and (ii) the transactions contemplated by this Agreement and the Note Documents.

2.3 Closing. The purchase and issuance of the Purchased Securities shall take place at the closing (the "***Closing***") on January 12, 2004 or as soon thereafter as practical (the "***Closing Date***"). At the Closing, the Issuers shall deliver the initial Tranche A Note and the initial Tranche B Note and the Parent shall deliver the Warrant to the Purchaser against delivery by the Purchaser of the purchase price therefor by wire transfer of immediately available funds.

2.4 Original Issue Discount. The Parent and the Purchaser acknowledge that under the regulations of the United States Department of Treasury, the issuance of the Notes and the Warrant for an aggregate, combined purchase price will result in the creation of "original issue discount" on the Notes equal to the value of the Warrant. After taking into account all relevant factors (including the fact that no public market for the Warrant currently exists, the general condition of the financial markets at this time, the liquidation preferences of senior securities of

the Issuers, the nature of the rights provided for in the Operating Agreement and all other matters concerning the transactions contemplated by this Agreement), the Parent and the Purchaser agree that the aggregate original issue discount on the Notes (*i.e.*, the value of the Warrant) is $10,000 which shall be allocated pro rata among all Notes issued on the Closing Date. The parties acknowledge that this amount will be within the range to cause the original issue discount on the Notes to be "*de minimis*" within the meaning of Code section 305(c)(1). Neither the Parent nor the Purchaser will take any position for United States federal income tax purposes that is inconsistent with the provisions of this Section 2.4.

ARTICLE 3

THE NOTES

3.1 **Interest**. The Issuers jointly and severally promise to pay cash interest on the sum of the principal amount of Notes plus all unpaid Interest Arrearages (as defined below) each month in arrears on the last day of each month commencing January 31, 2004; provided, that during any Quarterly Payment Period, interest on the Notes shall be payable quarterly in arrears on the last day of each fiscal quarter ending on or prior to March 31 of the fiscal year following the year in which such statements are delivered; provided, further, that if any such day on which interest is to be paid is not a Business Day, such interest shall be paid on the next succeeding Business Day to occur after such date (each date upon which interest shall be so payable, an "***Interest Payment Date***").

(a) Tranche A Notes. Interest on each Tranche A Note shall accrue from and including the date of issuance through and until repayment of the principal amount of such Note and payment of all interest in full at the aggregate rate of fourteen percent (14.0%) per annum compounded, to the extent of any unpaid interest, quarterly (the **"*Tranche A Interest Rate*"**) and shall be computed on the basis of a 360-day year comprised of twelve 30-day months. On each Interest Payment Date occurring on or prior to December 31, 2005, the Issuers shall pay in cash a portion of the Tranche A Interest Rate equal to six percent (6.0%) per annum on such Interest Payment Date. On each Interest Payment Date occurring after December 31, 2005, the Issuers shall pay in cash a portion of the Tranche A Interest Rate equal to eight percent (8.0%) per annum on such Interest Payment Date. The full remaining portion of all interest accruing on the Tranche A Notes at the Tranche A Interest Rate, to the extent not paid in cash (*i.e.*, eight percent (8.0%) per annum through December 31, 2005 and six percent (6.0%) per annum thereafter), shall be paid as set forth in Section 3.1(c) (the **"*Tranche A PIK Interest*"**).

(b) Tranche B Notes. Interest on each Tranche B Note shall accrue from and including the date of issuance through and until repayment of the principal amount of such Note and payment of all Interest in full at the aggregate rate of twelve and one-half percent (12.5%) per annum compounded, to the extent of any unpaid interest, quarterly (the **"*Tranche B Interest Rate*"**) and shall be computed on the basis of a 360-day year comprised of twelve 30-day months. On each Interest Payment Date occurring on or prior to the Tranche B Conversion Date, the Issuers shall pay in cash a portion of the Tranche B Interest Rate equal to six percent (6.0%) per annum on such Interest Payment Date. The full remaining portion of all interest accruing on the Tranche A Notes at the Tranche A Interest Rate, to the extent not paid in cash

(*i.e.*, six and one half percent (6.5%) per annum), shall be paid as set forth in Section 3.1(c) (the "***Tranche B PIK Interest***").

(c) "PIK" Interest. The Tranche A PIK Interest and the Tranche B PIK Interest (collectively, the "***PIK Interest***") shall accrue at the Tranche A Interest Rate or the Tranche B Interest Rate, as applicable, and on each Interest Payment Date the Issuers may elect in their discretion not to pay such accrued PIK Interest in cash. On each Interest Payment Date whereupon any such PIK Interest is not paid in cash, all such unpaid interest shall become an "***Interest Arrearage***" hereunder and shall be payable in full with the first payment of the principal amount of Tranche A Notes or the Tranche B Notes, respectively, hereof if not otherwise paid prior to such date; provided, that all accrued PIK Interest may be brought current at the Issuers' option at any time and shall accrue cumulatively whether or not any Issuer shall have capital, surplus, earnings, or other amounts sufficient lawfully to pay such amounts.

(d) Default Rate of Interest. Notwithstanding the foregoing provisions of this Section 3.1, but subject to applicable law, any overdue principal of and overdue Interest on this Note shall bear interest for each day from the date payment thereof was due to the date of actual payment, at a rate equal to the sum of (i) the Tranche A Interest Rate or Tranche B Interest Rate, as applicable payable as provided in Section 3.1(a) above and (ii) an additional four percent (4%) per annum paid-in-kind (the "***Default Rate***"), and, upon and during the occurrence of an Event of Default, the Notes shall bear interest, from the date of the occurrence of such Event of Default until such Event of Default is cured or waived at a rate equal to the applicable Default Rate. Subject to applicable law, any interest that shall accrue on overdue interest on any Note as provided in the preceding sentence and shall not have been paid in full on or before the next Interest Payment Date to occur after the date on which the overdue interest became due and payable shall itself be deemed to be an Interest Arrearage on each Note to which the preceding sentence shall apply.

(e) No Usurious Interest. In the event that any interest rate(s) provided for in this Section 3.1, shall be determined to be unlawful, such interest rate(s) shall be computed at the highest rate permitted by applicable law. Any payment by the Issuers of any interest amount in excess of that permitted by law shall be considered a mistake, with the excess being applied to the principal amount of the affected Notes without prepayment premium or penalty; if no such principal amount is outstanding, such excess shall be returned to the Issuers.

3.2 Redemption of Notes.

(a) Maturity Dates.

(i) Tranche A Notes. On January 11, 2011 (the "***Tranche A Maturity Date***"), the Issuers shall redeem each outstanding Tranche A Note, by payment in cash in full of the entire outstanding principal balance thereof, together with all unpaid interest accrued thereon to such date (including any Interest Arrearages).

(ii) Tranche B Notes. On January 11, 2005 (the "***Tranche B Maturity Date***"), the Issuers shall redeem each outstanding Tranche B Note, by payment in cash in full of the entire outstanding principal balance thereof, together with all unpaid interest accrued thereon to such date (including any Interest Arrearages).

(b) Tranche B Conversion. If the Issuers fail to repay all outstanding Tranche B prior to the Tranche B Conversion Date then on such Tranche B Conversion Date:

(i) Default Premium. The Issuers shall pay to the Holders of Tranche B Notes, deferred interest in cash an amount equal to 1.5% per annum, compounded quarterly, from the Closing Date through the Tranche B Conversion Date on the average daily outstanding principal balance of all Tranche B Notes plus Interest Arrearages from and after the date any such Interest Arrearage arose.

(ii) Commitment Fee. The Issuers shall pay to the Purchaser an additional commitment fee in the amount of $10,000.

(iii) Conversion to Tranche A Notes. Each outstanding Tranche B Note shall automatically convert, without further action of any Issuer or Holder, into a Tranche A Note having an outstanding principal balance and unpaid Interest Arrearages equal to the outstanding Principal Balance and unpaid Interest Arrearages of such Tranche B Note and shall, from and after the Tranche B Conversion Date bear interest at the Tranche A Interest Rate and for all other purposes under the Note Documents be treated as a Tranche A Note. Thereafter, upon the request of any Holder of a Tranche B Note, the Issuer shall promptly (and in any event within three (3) Business Days) issue to such Holder a Tranche A Note in the original principal amount of the Tranche B Note of such Holder.

(c) Optional Redemption. The Issuers also shall have the right, at their sole option and election, at any time or from time to time prior to the Maturity Date to redeem the Notes, in whole or in partial increments of not less than $500,000, on not less than thirty (30) days' prior written notice of the date of redemption (any such date, a "***Prepayment Date***") by payment of an amount equal to the unpaid principal balance thereof plus all unpaid interest accrued thereon through the date of redemption plus, solely with respect to any prepayment of the Tranche A Notes on or prior to January 11, 2007, a premium in an amount equal to 105% of the principal amount of the Tranche A Notes being prepaid.

(d) Acceleration. In addition, the Notes shall be subject to acceleration as set forth in Section 12.2 below.

3.3 Manner of Payment. All fees, interest, premium and principal payable in respect of any Note shall be by wire transfer of immediately available funds to an account at a bank designated in writing by the Holder of such Note. In the absence of any such written designation, any such Interest payment shall be deemed made on the date a check in the applicable amount payable to the order of the Holder thereof is received by such Holder at its last address as reflected in the Note Register (as defined in the Notes). All payments made by

the Issuers upon any tranche of Notes (including, without limitation, payments of principal if prepaid or upon earlier acceleration) shall be paid proportionally among the Holders of all Notes of such tranche based upon the outstanding principal amounts thereof.

ARTICLE 4

CONDITIONS TO THE OBLIGATIONS OF THE PURCHASER TO PURCHASE THE PURCHASED SECURITIES

The obligation of the Purchaser to purchase the Purchased Securities, to pay the Purchase Price at the Closing and to perform any obligations hereunder shall be subject to the reasonable satisfaction as determined by, or waived by, the Purchaser of the following conditions on or before the Closing Date; provided, that any waiver of a condition shall not be deemed a waiver of any breach of any representation, warranty, agreement, term or covenant, as specifically set forth elsewhere in this Agreement, or of any misrepresentation by the Parent.

4.1 Representations and Warranties. The representations and warranties of the Parent and its Subsidiaries contained in Article 6 hereof shall be true and correct in all material respects at and as of the Closing Date after giving effect to the Transactions, and the Purchaser shall have received at the Closing a certificate to the foregoing effect, dated the Closing Date, and executed by the chief executive officer or chief financial officer of the Parent.

4.2 Compliance with this Agreement. The Parent and its Subsidiaries shall have performed and complied with all of its agreements and conditions set forth or contemplated herein in all material respects that are required to be performed or complied with by the Parent on or before the Closing Date, and the Purchaser shall have received at the Closing a certificate to the foregoing effect, dated the Closing Date, and executed by the chief executive officer or chief financial officer of the Parent.

4.3 Secretary's Certificates. The Purchaser shall have received certificates from each of the Parent and its Subsidiaries, dated the Closing Date and signed by the Secretary or an Assistant Secretary of the Parent and its Subsidiaries, certifying (a) that the attached copies of the Charter Documents of the Parent and its Subsidiaries, and resolutions of the board of directors or similar governing body of the Parent and its Subsidiaries approving the Transaction Documents to which it is a party and the Transactions are all true, complete and correct and remain unamended and in full force and effect, and (b) the incumbency and specimen signature of each officer of the Parent and its Subsidiaries executing any Senior Note Document to which it is a party or any other document delivered in connection herewith and therewith on behalf of the Parent and its Subsidiaries.

4.4 Documents. The Purchaser shall have received true, complete and correct copies of the Transaction Documents and such other agreements, schedules, exhibits, certificates, documents, financial information and filings as it may reasonably request in connection with or relating to the Transactions, including true and correct copies of all documents entered into in connection with the Transactions, all in form and substance satisfactory to the Purchaser.

4.5 **Purchase of Securities Permitted by Applicable Laws**. The acquisition of and payment for the Securities to be acquired by the Purchaser hereunder and the consummation of the transactions contemplated hereby and by the Transaction Documents (a) shall not be prohibited by any Requirement of Law, (b) shall not subject the Purchaser to any penalty or other onerous condition under or pursuant to any Requirement of Law, and (c) shall be permitted by all Requirements of Law to which the Purchaser or the transactions contemplated by or referred to herein or in the Transaction Documents are subject.

4.6 **Opinion of Counsel**. The Purchaser shall have received opinions of outside counsel to the Parent and its Subsidiaries, dated as of the Closing Date, relating to the Transactions, in form and substance acceptable to the Purchaser.

4.7 **Consents and Approvals**. All consents, exemptions, authorizations, or other actions by, or notices to, or filings with, Governmental Authorities and other Persons in respect of all Requirements of Law and with respect to those Contractual Obligations of the Parent and its Subsidiaries necessary in connection with the execution, delivery or performance by the Parent and its Subsidiaries, or enforcement against the Parent and its Subsidiaries, of the Transaction Documents to which it is a party shall have been made or obtained and be in full force and effect, and the Purchaser shall have been furnished with appropriate evidence thereof, and all waiting periods shall have lapsed without extension or the imposition of any conditions or restrictions.

4.8 **No Material Judgment or Order**. There shall not be on the Closing Date any judgment, injunction or order of a court of competent jurisdiction or any ruling of any Governmental Authority or any condition imposed under any Requirement of Law which, in the reasonable judgment of the Purchaser, would prohibit the purchase of the Securities hereunder or subject the Purchaser to any penalty or other onerous condition under or pursuant to any Requirement of Law if the Securities were to be purchased hereunder.

4.9 **Financial Statements; Projections.**. The Parent shall have delivered to the Purchaser as of the Closing Date (i) true and correct copies of the Financial Statements, (ii) a pro forma consolidated balance sheet of the Parent and its Subsidiaries, certified by the chief executive officer of the Parent that it fairly presents the pro forma adjustments reflecting the consummation of the transactions contemplated by the Transaction Documents, including all material fees and expenses in connection therewith, and (iii) the Projections, all of which must be in form and substance satisfactory to the Purchaser.

4.10 **Good Standing Certificates**. The Parent shall have delivered to the Purchaser as of the Closing Date, good standing certificates for each of the Parent and its Subsidiaries for its jurisdiction of incorporation or formation and all other jurisdictions where it does business.

4.11 **No Litigation**. No action, suit or proceeding before any court or any Governmental Authority shall have been commenced or threatened, no investigation by any Governmental Authority shall have been commenced and no action, suit or proceeding by any Governmental Authority shall have been threatened against the Purchaser or the Parent and its Subsidiaries (a) seeking to restrain, prevent or change the transactions contemplated hereby or

questioning the validity or legality of any of such transactions, or (b) which, if resolved adversely to the Purchaser or Parent and its Subsidiaries could reasonably be expected to have a Material Adverse Effect.

4.12 Solvency Certificate; Insurance Certificates. On the Closing Date, the Purchaser shall have received:

(a) a solvency certificate from the chief executive officer or chief financial officer of the Parent in a form reasonably acceptable to the Purchaser; and

(b) evidence of insurance complying with the requirements of Section 9.7 for the business and properties of the Parent and its Subsidiaries.

4.13 Note Conversion. As of the Closing Date, (a) the Sponsors shall have agreed to subordinate the Sponsor Notes to the Notes and shall have irrevocably agreed to convert all Sponsor Notes into Preferred Interest and Class A Profits Points pursuant to the Sponsor Conversion Agreement, which shall be on terms and conditions reasonably satisfactory to the Purchaser, and (b) the Issuers and the Sponsors shall have agreed to make, not later than two Business Days after the Closing Date, all filings with the FCC that are required in order to effect such conversion.

4.14 Fees, Etc. On the Closing Date, the Issuers shall have paid to the Purchaser all reasonable costs, fees and expenses (including, without limitation, legal fees and expenses) payable to the Purchaser to the extent then due.

4.15 Consummation of Corpus Christi Acquisition; Sponsor Equity. All transactions contemplated by the Corpus Christi Acquisition Documents shall have been consummated on the terms and conditions set forth therein, without the waiver by any Issuer of any condition precedent thereto and the Parent shall have received a capital contribution of at least $975,000 from the Sponsors.

4.16 Material Adverse Change. There shall exist no event, development or circumstance that has had or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

ARTICLE 5
CONDITIONS TO THE OBLIGATIONS OF THE ISSUERS TO ISSUE AND SELL THE PURCHASED SECURITIES

The obligations of the Issuers to issue and sell the Purchased Securities and to perform their other obligations hereunder relating thereto shall be subject to the reasonable satisfaction as determined by, or waived by, the Parent of the following conditions on or before each Closing Date:

5.1 **Representations and Warranties**. The representations and warranties of the Purchaser contained in Article 7 hereof shall be true and correct in all material respects at and as of the date hereof and such Closing Date as if made at and as of such date.

5.2 **Compliance with this Agreement**. The Purchaser shall have performed and complied in all material respects with all of the agreements and conditions set forth or contemplated herein that are required to be performed or complied with by the Purchaser on or before such Closing Date.

ARTICLE 6
REPRESENTATIONS AND WARRANTIES OF THE PARENT AND ITS SUBSIDIARIES

The Parent and its Subsidiaries hereby represent and warrant to the Purchaser as follows:

6.1 **Corporate Existence and Power**. Each of the Parent and its Subsidiaries: (a) is a corporation, limited liability company or limited partnership duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or formation, (b) has all requisite corporate, limited liability company or limited partnership power and authority to own and operate its property, to lease the property it operates as lessee and to conduct the business in which it is currently, or is currently proposed to be, engaged; (c) is, duly qualified as a foreign entity, licensed and in good standing under the laws of each jurisdiction where its ownership, lease or operation of property or the conduct of its business requires such qualification, except to the extent that the failure to so qualify would not have a Material Adverse Effect; and (d) has the corporate, limited liability company or limited partnership power and authority to execute, deliver and perform its obligations under each Transaction Document to which it is or will be a party and to borrow hereunder.

6.2 **Corporate Authorization; No Contravention**. The execution, delivery and performance by each of the Parent and its Subsidiaries of this Agreement and each other Transaction Document to which it is or will be a party and the consummation of the Transactions: (a) has been duly authorized by all necessary action; (b) do not and will not contravene or violate the terms of the Charter Documents of the Parent or any of its Subsidiaries or any amendment thereto or any Requirement of Law applicable to the Parent or its Subsidiaries or the Parent's or any of its Subsidiaries' assets, business or properties; (c) do not and will not (i) conflict with, contravene, result in any violation or breach of or default under any material Contractual Obligation of the Parent or any of its Subsidiaries (with or without the giving of notice or the lapse of time or both), (ii) create in any other Person a right or claim of termination or amendment of any material Contractual Obligation of the Parent or its Subsidiaries, or (iii) require modification, acceleration or cancellation of any material Contractual Obligation of the Parent or any of its Subsidiaries, and (d) do not and will not result in the creation of any Lien (or obligation to create a Lien) against any property, asset or business of the Parent or any of its Subsidiaries.

6.3 Governmental Authorization; Third Party Consents. Except as set forth on Schedule 6.3, no approval, consent, compliance, exemption, authorization, or other action by, or notice to, or filing with, any Governmental Authority or any other Person in respect of any Requirement of Law or material Contractual Obligation, and no lapse of a waiting period under a Requirement of Law or material Contractual Obligation, is necessary or required in connection with the execution, delivery or performance by, or enforcement against, the Parent or its Subsidiaries of the Transaction Documents to which it is a party or the consummation of the Transactions.

6.4 Binding Effect. Each of the Parent and its Subsidiaries has duly executed and delivered this Agreement and the other Transaction Documents to which it is a party and this Agreement and the other Transaction Documents constitute the legal, valid and binding obligations of the Parent and its Subsidiaries enforceable against the Parent and its Subsidiaries in accordance with their respective terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and by general principles of equity.

6.5 No Legal Bar. Except as set forth on Schedule 6.5, neither the Parent nor any of the Parent's Subsidiaries has previously entered into any agreement which is currently in effect or to which the Parent or its Subsidiaries is currently bound, granting any rights to any Person which conflict with the rights to be granted by the Parent or its Subsidiaries in the Transaction Documents.

6.6 Litigation. Except as set forth on Schedule 6.6, there are no legal actions, suits, proceedings, claims or disputes pending or, to the knowledge of the Parent, threatened, at law, in equity, in arbitration or before any Governmental Authority against or affecting the Parent or its Subsidiaries that could reasonably be expected to have individually or in the aggregate, a Material Adverse Effect. No injunction, writ, temporary restraining order, decree or any order or determination of any nature by any arbitrator, court or other Governmental Authority purporting to enjoin or restrain the execution, delivery or performance of the Transaction Documents or, to the knowledge of Parent, which relates to the assets or the business of the Parent or its Subsidiaries.

6.7 Compliance with Laws. Each of the Parent and its Subsidiaries is in compliance with all Requirements of Law, except for such noncompliance that could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

6.8 No Default or Breach. No event has occurred and is continuing or would result from the incurring of obligations by the Parent or its Subsidiaries under the Note Documents which constitutes or, with the giving of notice or lapse of time or both, would constitute an Event of Default. Neither the Parent nor any Subsidiary is in default under or with respect to any material Contractual Obligation in any material respect.

6.9 Title to Properties. All real property owned or leased by the Parent or its Subsidiaries, and the nature of the interest therein, is correctly set forth on Schedule 6.9. Except as set forth on Schedule 6.9, each of the Parent and its Subsidiaries have good record and

marketable title in fee simple to, or a valid leasehold interest in, all its real property, and good title to, or a valid leasehold interest in, all its other property, and none of such property is subject to any Lien, except for Permitted Liens.

6.10 Use of Real Property. Neither the Parent nor any Subsidiary owns any real property. Except as set forth on Schedule 6.10, the leased real properties reflected on the Balance Sheet or used in connection with the business of the Parent and its Subsidiaries, are used and operated in compliance and conformity with all material Contractual Obligations and Requirements of Law, except to the extent that the failure so to comply could not reasonably be expected to have a Material Adverse Effect. Each lease relating to leased real property reflected on the Balance Sheet or used in connection with the business of the Parent and its Subsidiaries is in full force and effect and the Parent and its Subsidiaries enjoy peaceful and undisturbed possession thereunder. There is no default on the part of the Parent or its Subsidiaries or, to the knowledge of Parent, any event or condition which (with notice or lapse of time, or both) would constitute a default under any such lease. There are no actions, suits or proceedings pending or, to the knowledge of the Parent, threatened against the real property or the leased property used in connection with the business of, the Parent and its Subsidiaries, at law or in equity, before any arbitrator, federal, state, municipal or governmental department, commission, board, bureau, agency or instrumentality which would in any way affect title to such real property or the leased property.

6.11 Taxes.

(a) Except as set forth on Schedule 6.11, each of the Parent, and its Subsidiaries has timely filed all Tax Returns that it was required to file. All such Tax Returns were correct and complete in all material respects. All Taxes due and payable by the Parent or its Subsidiaries (whether or not shown on any Tax Return) have been paid. None of the Parent nor its Subsidiaries is currently the beneficiary of any extension of time within which to file any Tax Return. None of the United States income tax returns of the Parent or its Subsidiaries are under audit. No claim has ever been made by a Governmental Authority in a jurisdiction where the Parent or its Subsidiaries does not file Tax Returns that the Parent or its Subsidiaries is or may be subject to taxation by that jurisdiction. There are no Liens on any of the assets of the Parent or its Subsidiaries that arose in connection with any failure (or alleged failure) to pay any Tax.

(b) Except as set forth on Schedule 6.11, there is no action, suit, proceeding, investigation, examination, audit, or claim now pending or, to the knowledge of the Parent, threatened by any Governmental Authority regarding any Taxes relating to the Parent or its Subsidiaries. Neither the Parent nor any Subsidiary has entered into an agreement or waiver or been requested to enter into an agreement or waiver extending any statute of limitations relating to the payment or collection of Taxes of such Person nor is the Parent aware of any circumstances that would cause the taxable years or other taxable periods of the Parent or its Subsidiaries not to be subject to the normally applicable statute of limitations. Neither the Parent nor its Subsidiaries has provided, with respect to itself or property held by it, any consent under Section 341 of the Code. Neither the Parent nor its Subsidiaries has incurred, and will not incur, any material tax liability in connection with the Transactions.

6.12 Financial Condition.

(a) The Parent has furnished the Purchaser with true, correct and complete copies attached as Exhibit E hereto of the unaudited consolidated balance sheets of the Parent and its Subsidiaries as of November 30, 2003, and the related consolidated statements of income, stockholders' equity and cash flow, of the Parent and its Subsidiaries for the eleven-month period ended November 30, 2003 (collectively, the "***Financial Statements***"). The Financial Statements fairly present, in all material respects, the financial position of the Parent and the Subsidiaries as of date the thereof, and the results of operations and cash flows of the Parent and the Subsidiaries as of the date or for the period set forth therein, all of which, other than the cash-flow statements, are in conformity with GAAP consistently applied during the period involved, except as otherwise set forth in the notes thereto and subject to normal year-end audit adjustments. As of the dates of the Financial Statements, neither the Parent nor any Subsidiary had a known obligation, indebtedness or liability (whether accrued, absolute, contingent or otherwise, and whether due or to become due), which was not reflected or reserved against in the balance sheets which are part of the Financial Statements, except for those incurred in the ordinary course of business and which are fully reflected on the Parent's and its Subsidiaries' books of account or which, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

(b) The Projections of the Parent and its Subsidiaries on a consolidated basis heretofore delivered to the Purchaser (i) were prepared by the Parent in the ordinary course of its operations consistent with past practice, (ii) are the most current projections prepared by the Parent relating to the periods covered thereby, and (iii) are based on assumptions which the Parent and the Sponsors believed to be reasonable when made and such assumptions and Projections are, to the knowledge of Parent, reasonable on the date hereof; provided, that the Purchaser acknowledges that such financial projections and other estimates contain assumptions about future events and that actual results during the periods covered may differ from the data and results contained therein.

6.13 Absence of Certain Changes or Events. Since the date of acquisition of each Convergent Station, there has been no development, event, circumstance or change which could reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect relating to or arising out of such Convergent Station, other than the effects of Hurricane Isabel in the second fiscal quarter of 2003.

6.14 Environmental Matters. Except as described on Schedule 6.14:

(a) The property, assets and operations of the Parent and the Subsidiaries is and has been during the entire period of ownership of operation by the Parent or any Subsidiary in material compliance with all applicable Environmental Laws; to the knowledge of the Parent, there are no Hazardous Materials stored or otherwise located in, on or under any of the property or assets of the Parent or their Subsidiaries, including, without limitation, the groundwater, except in compliance with applicable Environmental Laws; and, to the knowledge of the Parent, there have been no material releases or, to the knowledge of the

Parent, threatened releases of Hazardous Materials in, on or under any property adjoining any of the property or assets of the Parent and their Subsidiaries which have not been remediated to the satisfaction of the appropriate Governmental Authorities and in compliance with Environmental Laws.

(b) To the knowledge of the Parent, none of the property, assets or operations of the Parent and its Subsidiaries is the subject of any federal, state or local investigation evaluating whether (i) any remedial action is needed to respond to a release or threatened release of any Hazardous Materials into the environment or (ii) any release or threatened release of any Hazardous Materials into the environment is in contravention of any Environmental Law.

(c) Neither the Parent nor any Subsidiary has received any notice or claim, nor are there pending, threatened or reasonably anticipated, lawsuits or proceedings against them, with respect to violations of an Environmental Law or in connection with the presence of or exposure to any Hazardous Materials in the environment or any release or threatened release of any Hazardous Materials into the environment, and neither the Parent nor any Subsidiary is or has been the owner or operator of any property which (i) pursuant to any Environmental Law has been placed on any list of Hazardous Materials disposal sites, including, without limitation, the "National Priorities List" or "CERCLIS List," (ii) has, or had, any subsurface storage tanks located thereon, or (iii) has ever been used as or for a waste disposal facility, a mine, a gasoline service station or, other than for petroleum substances stored in the ordinary course of business, a petroleum products storage facility.

(d) Neither the Parent nor any Subsidiary has present or contingent liability in connection with the presence either on or off the property or assets of the Parent or any Subsidiary of any Hazardous Materials in the environment or any release or threatened release of any Hazardous Materials into the environment.

6.15 Investment Company/Government Regulations. The Parent is not an "investment company" within the meaning of the Investment Company Act of 1940, as amended. The Parent is not subject to regulation under the Public Utility Holding Company Act of 1935, as amended, the Federal Power Act, the Interstate Commerce Act, or any federal or state statute or regulation limiting its ability to incur Debt.

6.16 Subsidiaries. Schedule 6.16 sets forth a complete and accurate list of all of the Subsidiaries of the Parent and its Subsidiaries together with their respective jurisdictions of incorporation or organization. The Parent does not own of record or beneficially, directly or indirectly, (a) any shares of outstanding capital stock or securities convertible into capital stock of any other corporation, and (b) any equity, voting or participating interest in any limited liability company, partnership, joint venture or other non-corporate business enterprises.

6.17 Capitalization.

(a) As of the Closing Date, after giving effect to the transactions contemplated hereby and in the other Transaction Documents (and assuming conversion of the

Sponsor Notes), there will be: (i) Preferred Interests issued and outstanding, which have (A) aggregate Unreturned Contributions (as defined in the Parent LLC Agreement) of $5,200,000 and (B) aggregate Unpaid Preferred Return (as defined in the Parent LLC Agreement) thereof is set forth on Schedule 6.17(a), (ii) 5,007,500 Class A Profits Points issued and outstanding, (iii) 1,110,000 Class B Profits Points issued and outstanding, and (iv) 1,000,000 Class C Profits Points reserved for issuance upon exercise of the Warrant, in each case owned by the Persons in the respective amounts set forth on Schedule 6.17(a). All such outstanding membership interests have been duly authorized by all necessary action of the Parent and have been validly issued and are free and clear of all Liens. The issuance of foregoing interests is not and has not been subject to preemptive rights in favor of any Person other than such rights that have been waived and will not result in the issuance of any additional Capital Stock of the Parent or the triggering of any anti-dilution or similar rights contained in any options, warrants, debentures or other securities or agreements of the Parent.

(b) Each Sponsor Note outstanding on the Closing Date after giving effect to the consummation of the Corpus Christi Acquisition is described on Schedule 6.17(b). Immediately after the Closing Date, after giving effect to the conversion of the Sponsor Notes, there will be no outstanding securities convertible into or exchangeable for Capital Stock of the Parent or options, warrants or other rights to purchase or subscribe to Capital Stock of the Parent or contracts, commitments, agreements, understandings or arrangements of any kind to which the Parent is a party relating to the issuance of any Capital Stock of the Parent, any such convertible or exchangeable securities or any such options, warrants or rights.

6.18 Private Offering. No form of general solicitation or general advertising was used by the Parent, any of the Subsidiaries or their respective representatives in connection with the offer or sale of the Purchased Securities. No registration of the Purchased Securities pursuant to the provisions of the Securities Act or the state securities or "blue sky" laws will be required for the offer, sale or issuance of the Purchased Securities pursuant to this Agreement.

6.19 Broker's, Finder's or Similar Fees. Except as set forth on Schedule 6.19 there are no brokerage commissions, finder's fees or similar fees or commissions payable in connection with the transactions contemplated hereby based on any agreement, arrangement or understanding with the Parent or the Subsidiaries or any action taken by the Parent or the Subsidiaries.

6.20 Labor Relations. Except as set forth in Schedule 6.20, neither the Parent nor any Subsidiary has committed or is engaged in any unfair labor practice (as defined in the National Labor Relations Act of 1947 and the regulations thereunder, in each case, as amended). Except as set forth in Schedule 6.20, there is (a) no unfair labor practice complaint pending or to the knowledge of Parent, threatened against the Parent or its Subsidiaries before the National Labor Relations Board and no grievance or arbitration proceeding arising out of or under collective bargaining agreements is so pending or threatened, (b) no strike, labor dispute, slowdown or stoppage pending or, to the knowledge of Parent, threatened against the Parent or its Subsidiaries, (c) no union representation question existing with respect to the employees of the Parent or its Subsidiaries, and to the knowledge of Parent, no union organizing activities are taking place, and (d) no employment contract with any employee of the Parent or its

Subsidiaries. Each of the Parent and its Subsidiaries is in compliance in all material respects with all federal, state or other applicable laws respecting employment and employment practices, terms and conditions of employment and wages and hours. Neither the Parent nor any Subsidiary is a party to any collective bargaining agreement.

6.21 Employee Benefit Plans.

(a) Employee Benefit Plans and Liabilities. Within the five-consecutive-year period immediately preceding the first day of the year in which the Closing Date occurs neither the Parent or any ERISA Affiliate thereof has contributed to, or has any actual or contingent, direct or indirect, liability in respect of, any employee benefit plan (as defined in Section 3(3) of ERISA) or other employee benefit arrangement (collectively, the "***Plans***"), other than those liabilities with respect to such Plans specifically described on Schedule 6.21(a). Schedule 6.21(a) sets forth all Plans. The Parent has delivered to the Purchaser accurate and complete copies of all of the Plans. At no time during such five year period has the Predecessor, the Parent or any ERISA Affiliate participated in or contributed to any Multiemployer Plan, nor during such period has the Parent or any ERISA Affiliate had an obligation to participate in or contribute to any such Multiemployer Plan. No agreement subject to Section 4204 of ERISA has been entered into in connection with the transactions contemplated in this Agreement. There are no outstanding liabilities of the Parent or any ERISA Affiliate to any employee benefit plans previously maintained by the Parent or any ERISA Affiliate, and the Parent has no knowledge of any potential liabilities in connection therewith. There are no actions, suits or claims, other than for benefits in the ordinary course, pending or, to the knowledge of the Parent, threatened against the Parent, an ERISA Affiliate or the Plans which might subject the Parent or any ERISA Affiliate to any material liability.

(b) Plan Compliance. The Parent and the Subsidiaries are in compliance in all material respects with all reporting, disclosure and registration requirements applicable to it under the Code, ERISA and all federal and state securities laws, and Department of Labor, Internal Revenue Service and Commission rules and regulations promulgated thereunder, with respect to all of the Plans, and is not subject to any liability, whether asserted or not, for any penalties to any Governmental Authority for late filing of any return, report or other governmental filing. No civil or criminal action brought pursuant to the provisions of Title I, Subtitle B, Part 5 of ERISA or any other federal or state law is pending or threatened against any fiduciary of the Plans. No Plan, or any fiduciary thereof, has been, or is currently, the direct or indirect subject of an audit, investigation or examination by any Governmental Authority. All of the Plans comply currently, and have complied at all times (and all former Plans have complied at all times in the past), both as to form and operation, in all material respects, with their terms and with all Requirements of Law. Each of the Plans maintained by the Parent or any of its Subsidiaries that is an "employee benefit pension plan" (within the meaning of Section 3(2)(a) of ERISA) has obtained a favorable determination (covering all changes or amendments applicable under Requirements of Law) from the Internal Revenue Service as to its qualification under Sections 401(a) and 501(a) of the Code or is within the remedial amendment period (as provided in Section 401(b) of the Code) for making any required changes or amendments, and nothing has occurred before or after the date of each such determination letter as would adversely affect such qualification. All amounts that are currently owing to Plan

participants (including, without limitation, former Plan participants), or contributions required to be made to the Plans have been timely paid or contributed with respect to all periods prior to the Closing Date or provided for by adequate reserves on the Balance Sheet.

(c) Prohibited Transactions. Except as set forth on Schedule 6.21(c), no Plan, nor any related trust, nor the Parent, nor any Subsidiary, nor any trustee, administrator or other "party in interest" or "disqualified person" (within the meaning of Section 3(14) of ERISA or Section 4975(e)(2) of the Code, respectively) with respect to the Plans, has engaged in any nonexempt "prohibited transaction" (within the meaning of Section 406 of ERISA or Section 4975(c) of the Code, respectively) with respect to the participation of Parent therein, which could subject any of the Plans or related trusts, or any trustee, administrator or other fiduciary of any such Plan, or the Parent or the Purchaser, or any other party dealing with the Plans, to the penalties or excise tax imposed on prohibited transactions by Section 502 of ERISA or Section 4975 of the Code which could reasonably be expected to have a Material Adverse Effect.

(d) Miscellaneous. Except as set forth on Schedule 6.21(d) hereto, neither the Parent nor any Subsidiary nor any Plan provides for or promises retiree, medical, disability or life insurance benefits to any current or former employee, officer or director of the Parent or any Subsidiary other than continuation coverage required by section 4980B of the Code. Neither the Parent nor any Subsidiary is a party to or obligated under any agreement, plan, contract or other arrangements that will result, separately or in the aggregate, in the payment of any "excess parachute payment" within the meaning of section 280G of the Code.

6.22 Patents, Trademarks, Etc. Each of the Parent and its Subsidiaries owns and/or has the rights to use all patents, computer software and programs, licenses, trademarks, trade names, service marks, franchises, trade secrets, copyrights, technology, know-how and processes (collectively, "***Rights***") the loss of which could reasonably be anticipated to have a Material Adverse Effect without any conflict with or infringement of the Rights of others. Schedule 6.22 sets forth a complete list of licenses or other Contractual Obligations relating to the Parent's and its Subsidiaries' Rights and of registrations of patents, trademarks, service marks and copyrights including any applications therefor constituting such Rights. Neither the Parent nor any Subsidiary has any obligation to pay any royalty with respect to the Rights. To the knowledge of the Parent, no claims have been asserted by any Person with respect to the use by the Parent or any Subsidiary of any such Rights or challenging or questioning the validity or effectiveness of any license or agreement held by the Parent or any Subsidiary or to which it is a party relating to any such Rights. The conduct of the business f the Parent and its Subsidiaries as conducted and as proposed to be conducted does not and will not, in any material respect, conflict with the Rights of others, and none of the Parent or any Subsidiary has received any communication alleging any such violation, which conflict or violation would reasonably be anticipated to have a Material Adverse Effect. To the Parent's knowledge, no third party is infringing or violating any of the Rights of the Parent or its Subsidiaries. To the Parent's knowledge, no person employed by or affiliated with the Parent or any Subsidiary has violated any confidential relationship that such person may have had with any third party, in connection with the development or sale of any service or proposed service of the Parent and its Subsidiaries.

6.23 Potential Conflicts of Interest. Except as set forth on Schedule 6.23, no officer, director, stockholder or other security holder of the Parent or any Subsidiary: (a) is an officer, director, employee or consultant of, any Person that is, or is engaged in business as, a competitor, lessor, lessee, supplier, distributor, sales agent or customer of, or lender to or borrower from, the Parent or its Subsidiaries; (b) has been a party to any material transaction with the Parent or any Subsidiary other than in the ordinary course of business and on terms substantially as favorable to the Parent or any Subsidiary as would reasonably be obtained by the Parent or any Subsidiary in an arm's-length transaction; (c) owns, directly or indirectly, in whole or in part, any tangible or intangible property that the Parent or its Subsidiaries use or contemplate using in the conduct of business; or (d) has any cause of action or other claim whatsoever against, or owes or has advanced any amount to the Parent or any Subsidiary, except for claims in the ordinary course of business such as for accrued vacation pay, accrued benefits under employee benefit plans, and similar matters and agreements existing on the date hereof.

6.24 Trade Relations. There exists no present condition or state of facts or circumstances known to the Parent that could reasonably be expected to have a Material Adverse Effect or prevent the Parent and its Subsidiaries from conducting their business after the consummation of the transactions contemplated by this Agreement, in substantially the same manner in which such business has heretofore been conducted.

6.25 Debt. Schedule 6.25 lists (a) the amount of all Debt of the Parent and its Subsidiaries (other than Debt under this Agreement) as of the Closing, (b) the Liens that relate to such Debt and that encumber the assets of the Parent and its Subsidiaries, (c) the name of each lender thereof, and (d) the amount of any unfunded commitments, if any, available to the Parent and its Subsidiaries in connection with any such Debt facilities.

6.26 Material Contracts. Schedule 6.26 lists all written contracts, agreements, commitments and other Contractual Obligations of the Parent and its Subsidiaries as of the Closing Date, other than (a) the Transaction Documents, (b) purchase orders in the ordinary course of business, and (c) any other written contracts, agreements, commitments and other Contractual Obligations of the Parent and its Subsidiaries that do not extend beyond one year and involve the receipt or payment of not more than $50,000. Except as set forth on Schedule 6.26, each of the contracts, agreements, commitments and other Contractual Obligations of the Parent and its Subsidiaries required to be set forth on Schedule 6.26 is in full force and effect. Except as set forth on Schedule 6.26, each of the Parent and its Subsidiaries has satisfied in full or provided for all of its liabilities and obligations under each material Contractual Obligation requiring performance prior to the date hereof in all material respects, and is not in default under any of them, nor does any condition exist that with notice or lapse of time or both would constitute such a default. To the knowledge of the Parent, no other party to any such material Contractual Obligation is in default thereunder, nor does any condition exist that with notice or lapse of time or both would constitute such a default. Except as set forth on Schedule 6.26, no approval or consent of any Person is needed for the material Contractual Obligations to continue to be in full force and effect after giving effect to the Transactions.

6.27 Insurance. Schedule 6.27 accurately summarizes all of the insurance policies or programs of the Parent and its Subsidiaries in effect as of the date hereof, and indicates the insurer's name, policy number, expiration date, amount of coverage, type of coverage, annual premiums, exclusions and deductibles, and also indicates any self-insurance program that is in effect. All such policies are in full force and effect, are underwritten by financially sound and reputable insurers, are sufficient for all applicable Requirements of Law and otherwise are in compliance with the criteria set forth in Section 9.7 hereof. All such policies will remain in full force and effect and will not in any way be affected by, or terminate or lapse by reason of any of the Transactions.

6.28 Solvency. The Parent individually is, and the Parent and its Subsidiaries on a consolidated basis are, Solvent.

6.29 Licenses and Approvals.

(a) General Matters. Except as set forth on Schedule 6.29 hereto, neither the Parent nor any Subsidiary is a party to and has knowledge of any investigation, notice of apparent liability, violation, forfeiture or other order or complaint issued by or before any court or regulatory body or of any other proceedings which could in any manner threaten or adversely affect the validity or continued effectiveness of the Licenses of the Parent or any Subsidiary or give rise to any order of forfeiture. The Parent has no reason to believe that such Licenses will not be renewed in the ordinary course. Each of the Parent and its Subsidiaries has filed in a timely manner all material reports, applications, documents, instruments and information required to be filed by it pursuant to applicable rules and regulations or requests of every regulatory body having jurisdiction over any of its Licenses.

(b) FCC Matters. Without limiting the generality of any of the other representations and warranties made by the Issuers under the Note Documents, (i) the Issuers are the holders of all Licenses and operating agreements necessary to conduct the operations of the Convergent Stations in conformity with the Communications Act and other applicable law in all material respects, including FCC Licenses, (ii) Schedule 6.29(b) sets forth a description of all FCC Licenses issued in the name of or assigned to any Issuer as of the Closing Date (including the expiration date of each such License, the Station, the relevant market and the holder of such License), all of which FCC Licenses are in full force and effect and have been duly and validly issued in the name of, or validly assigned to, the respective Issuer, (iii) no default or breach exists under any such License and the Issuer have full power and authority thereunder to operate the Convergent Stations, and (iv) there is set forth on Schedule 6.9 the locations of all tower installations, transmitters and offices used in connection with the operation of the Convergent Stations. Each Issuer (A) has duly and timely filed all material reports and other filings which are required to be filed under the Communications Act and (B) is in compliance in all material respects with the Communications Act. All information provided by or on behalf of any Issuer in any filing with the FCC was, at the time of filing, true, correct and complete in all material respects when made, and the FCC has been notified of any substantial or significant changes in such information as may be required by the Communications Act. No License Sub engaged, presently engages or proposes to engage in any business other than being the licensee under the FCC Licenses for stations operated by the

Issuers and activities incidental thereto and no License Sub owns any property other than its rights under the FCC Licenses issued or assigned to it.

6.30 Change of Control Payments. Neither the execution, delivery and performance by the Parent and its Subsidiaries of this Agreement, nor the execution, delivery and performance by the Parent and its Subsidiaries of any of the other Transaction Documents, nor the consummation of the transactions contemplated hereby shall require any payment by the Parent or any Subsidiary, in excess of $10,000 in the aggregate for all such payments, in cash or kind, under any other agreement, plan, policy, commitment or other arrangement, other than costs related to the transactions contemplated hereby and the fees described on Schedule 6.19. There are no agreements, plans, policies, commitments or other arrangements with respect to any compensation, benefits or consideration which will be materially increased, or the vesting of benefits of which will be materially accelerated, as a result of this Agreement or the other Transaction Documents or the occurrence of any of the transactions contemplated hereby or thereby. There are no payments or other benefits payable by the Parent or any Subsidiary, the value of which will be calculated on the basis of any of the transactions contemplated by this Agreement or the other Transaction Documents, other than as disclosed in Schedule 6.19.

6.31 Disclosure.

(a) Agreement and Other Documents. This Agreement, together with all exhibits and schedules hereto, the Note Documents, and the agreements, certificates and other documents furnished to the Purchaser by the Parent at the Closing, do not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained herein or therein, in the light of the circumstances under which they were made, not misleading.

(b) Acquisition Documents. All representations made by any Issuer and, to the knowledge of the Parent, all representations made by any other party in the Acquisition Documents were and are true, correct and complete in all material respects as of the date made or deemed made thereunder.

(c) Material Adverse Effect. There is no fact known to the Parent, which the Parent has not disclosed to the Purchaser in writing which materially adversely affects or, insofar as the Parent can reasonably foresee, could reasonably be expected to have a Material Adverse Effect.

ARTICLE 7

REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser hereby represents and warrants as follows:

7.1 Authorization; No Contravention. The execution, delivery and performance by the Purchaser of this Agreement: (a) is within its power and authority and has been duly authorized by all necessary action; (b) does not contravene the terms of its organizational

documents or any amendment thereof; and (c) will not violate, conflict with or result in any breach or contravention of any of its Contractual Obligations, or any order or decree directly relating to it.

7.2 Binding Effect. This Agreement has been duly executed and delivered by the Purchaser and this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, or similar laws affecting the enforcement of creditors' rights generally or by equitable principles relating to enforceability.

7.3 No Legal Bar. The execution, delivery and performance of this Agreement by the Purchaser will not violate any Requirement of Law applicable to it.

7.4 Securities Laws.

(a) The Purchased Securities are being or will be acquired for its own account and with no intention of distributing or reselling such securities or any part thereof in any transaction that would be in violation of the securities laws of the United States of America, or any state.

(b) The Purchaser is an "accredited investor" as defined in Regulation D promulgated under the Securities Act.

7.5 Governmental Authorization; Third Party Consent. No approval, consent, compliance, exemption, authorization, or other action by, or notice to, or filing with, any Governmental Authority or any other Person in respect of any Requirement of Law, and no lapse of a waiting period under a Requirement of Law, is necessary or required in connection with the execution, delivery or performance by it or enforcement against the Purchaser of this Agreement or the transactions contemplated hereby.

ARTICLE 8

INDEMNIFICATION

8.1 Indemnification. In addition to all other sums due hereunder or provided for in this Agreement, the Issuers, jointly and severally, agree to indemnify and hold harmless the Purchaser and its Affiliates and each of their respective officers, directors, agents, employees, Subsidiaries, partners, members, attorneys, accountants and controlling persons (each, an "***Indemnified Party***") to the fullest extent permitted by law from and against any and all losses, claims, damages, expenses (including, without limitation, reasonable fees, disbursements and other charges of counsel and costs of investigation incurred by an Indemnified Party in any action or proceeding between the Parent (or any of its Subsidiaries) and such Indemnified Party (or Indemnified Parties) or between an Indemnified Party (or Indemnified Parties) and any third party or otherwise) or other liabilities or losses (collectively, "***Liabilities***"), in each case resulting from or arising out of any breach of any representation or warranty, covenant or agreement of the Parent or any Subsidiary in this Agreement or any other Senior Note

Document, including without limitation, the failure to make payment when due of amounts owing pursuant to this Agreement or any other Senior Note Document, on the due date thereof (whether at the scheduled maturity, by acceleration or otherwise) or any legal, administrative or other actions (including, without limitation, actions brought by any holders of equity or indebtedness of the Parent or any of its Subsidiaries or derivative actions brought by any Person claiming through or in the Parent's or any Subsidiary's name), proceedings or investigations (whether formal or informal), or written threats thereof, based upon, relating to or arising out of the Note Documents, the transactions contemplated thereby, or any Indemnified Party's role therein or in the transactions contemplated thereby; provided, however, that the Issuers shall not be liable under this Section 8.1 to an Indemnified Party to the extent that it is finally judicially determined that such Liabilities resulted primarily from the willful misconduct or gross negligence of such Indemnified Party; provided, further, that if and to the extent that such indemnification is unenforceable for any reason, the Issuers shall make the maximum contribution to the payment and satisfaction of such Liabilities which shall be permissible under applicable laws. In connection with the obligation of the Issuers to indemnify for expenses as set forth above, each Issuer further agrees, upon presentation of appropriate invoices containing reasonable detail, to reimburse each Indemnified Party for all such reasonable expenses (including, without limitation, fees, disbursements and other charges of counsel and costs of investigation incurred by an Indemnified Party in connection with any Liabilities as they are incurred by such Indemnified Party.

8.2 Procedure; Notification. Each Indemnified Party under this Article 7 will, promptly after the receipt of notice of the commencement of any action, investigation, claim or other proceeding against such Indemnified Party in respect of which indemnity may be sought from the Issuers under this Article 7, notify the Parent in writing of the commencement thereof. The omission of any Indemnified Party to so notify the Parent of any such action shall not relieve the Issuers from any liability which it may have to such Indemnified Party unless, such omission substantially and irrevocably impairs the Parent's ability to defend the action, claim or other proceeding. In case any such action, claim or other proceeding shall be brought against any Indemnified Party and it shall notify the Parent of the commencement thereof, the Parent shall be entitled to assume the defense thereof at its own expense, with counsel satisfactory to such Indemnified Party in its reasonable judgment; provided, that any Indemnified Party may, at its own expense, retain separate counsel to participate in such defense. Notwithstanding the foregoing, in any action, claim or proceeding in which any of the Issuers, on the one hand, and an Indemnified Party, on the other hand, is, or is reasonably likely to become, a party, such Indemnified Party shall have the right to employ separate counsel at the Issuers' expense and to control its own defense of such action, claim or proceeding if, in the reasonable opinion of counsel to such Indemnified Party, a conflict or potential conflict exists between the Parent, on the one hand, and such Indemnified Party, on the other hand, that would make such separate representation advisable; provided, that in no event shall the Issuers be required to pay fees and expenses under this Article 8 for more than one firm of attorneys in any jurisdiction in any one legal action or group of related legal actions. Each of the Issuers agrees that it will not, without the prior written consent of the Required Holders, settle, compromise or consent to the entry of any judgment in any pending or threatened claim, action or proceeding relating to the matters contemplated hereby (if any Indemnified Party is a party thereto or has been actually threatened to be made a party thereto) unless such settlement, compromise or consent includes

an unconditional release of the Purchaser and each other Indemnified Party from all liability arising or that may arise out of such claim, action or proceeding. The rights accorded to Indemnified Parties hereunder shall be in addition to any rights that any Indemnified Party may have at common law, by separate agreement or otherwise.

ARTICLE 9

AFFIRMATIVE COVENANTS

Until the payment by the Issuers of all principal of and interest on the Notes or such later date set forth below, the Parent hereby covenants and agrees with the Holders as follows:

9.1 Financial Statements and Other Information. So long as any Purchased Securities are outstanding, the Parent shall maintain, and cause each of its Subsidiaries to maintain, a system of accounting established and administered in accordance with sound business practices to permit preparation of financial statements in conformity with GAAP (it being understood that monthly financial statements are not required to have footnote disclosures and that the monthly cash-flow statements are not required to be in accordance with GAAP). The Parent shall deliver to the Purchaser the financial statements and other reports described below:

(a) Monthly and Quarterly Financial Information. As soon as available and in any event within thirty (30) days after the end of each month, the Parent shall deliver (i) the consolidated balance sheets of the Parent and its Subsidiaries, as at the end of such month and the related consolidated statements of income and cash flow for (A) such month, (B) for the period from the beginning of the then current fiscal year of the Parent to the end of such month and (C) at the end of each fiscal quarter, for such fiscal quarter; (ii) a comparison of such monthly and quarterly financial information to the previous year's results (to the extent available with respect to acquisitions) and to the budget for such period; and (iii) at the end of each fiscal quarter, a schedule of the Debt of the Parent and its Subsidiaries, describing in reasonable detail each such Debt issue outstanding and the principal amount and amount of accrued and unpaid interest with respect to each such Debt issue.

(b) Year-End Financial Information. As soon as available and in any event within 120 days after the end of the fiscal year of the Parent commencing with the year ended December 31, 2003, the Parent shall deliver (i) the consolidated balance sheets of the Parent and its Subsidiaries as at the end of such year and the related consolidated statements of income and cash flow for such fiscal year and as compared to the prior fiscal year and (ii) a report with respect to the financial statements from (A) the Auditor, or (B) another auditor that is either a "Big Four" firm of certified public accountants or another public accounting firm that is selected by the Parent and reasonably acceptable to the Required Holders, which report shall be issued pursuant to an audit conducted by such firm of certified public accountants in conformity with GAAP. Such report shall contain an "Unqualified" opinion (as such term is defined in AU Section 508.10 of the American Institute of Certified Public Accountants Professional Standards).

(c) Parent's Compliance Certificate. Together with each quarterly or annual delivery of financial statements of the Parent and its Subsidiaries pursuant to Sections 9.1(a) and 9.1(b) above and at any other time reasonably requested by the Required Holders, the Parent shall deliver or cause to be delivered a fully and properly completed certificate (in form and substance satisfactory to Required Holders) certifying compliance with all covenants contained in this Agreement, and computing in reasonable detail compliance with the financial covenants set forth in Section 10.8 substantially in the form of Exhibit F (each, a "***Compliance Certificate***") signed by the chief executive officer or chief financial officer of the Parent.

(d) Accountants' Reports. Promptly upon receipt thereof, the Parent shall deliver copies of all significant reports, if any, submitted by the Parent's firm of certified public accountants in connection with each annual, interim or special audit or review of any type of the financial statements or related internal control systems of the Parent and its Subsidiaries made by such accountants, including any comment letter submitted by such accountants to management in connection with their services.

(e) Budgets and Projections. No earlier than sixty (60) days prior nor later than thirty (30) days prior to the end of each fiscal year beginning with the current fiscal year, the Parent shall prepare and deliver to Purchaser budgets and projections of the Parent and its Subsidiaries for the next succeeding fiscal year, on a month to month basis, for the immediately succeeding fiscal year ending, on a quarterly basis, and for the following two (2) fiscal years on an annual basis, including income statements and statements of cash flows for each relevant (monthly or quarterly) period and for the period commencing at the beginning of the fiscal year and ending on the last day of such relevant period.

(f) Events of Default, Etc. Promptly (and in no event later than three Business Days) after any Issuer obtains knowledge of any of the following events or conditions, the Parent shall deliver a certificate of the Parent's chief executive officer specifying the nature and period of existence of such event or condition and what action the Parent has taken, is taking and proposes to take with respect thereto and copies of all notices, if any, given or received by the Parent or any of its Subsidiaries with respect to any such event or condition: (i) any condition or event that constitutes an Event of Default; (ii) any notice of default that any Person has given to the Parent or any Subsidiary, with respect to any agreement evidencing Debt other than trade accounts payable and accrued commercial or trade liabilities arising in the ordinary course of business (which are unsecured and not more than 90 days past due) or any other material agreement to which the Parent or any Subsidiary is a party; or (iii) any event or condition that may be likely, in the reasonable judgment of Parent, to result in any Material Adverse Effect.

(g) Litigation. Promptly upon any officer of the Parent obtaining knowledge of (i) the institution of any action, suit, proceeding, governmental investigation or arbitration against or affecting the Parent or any of its Subsidiaries or any property of the Parent or any of its Subsidiaries not previously disclosed by the Parent to the Purchaser or (ii) any material development in any action, suit, proceeding, governmental investigation or arbitration at any time pending against or affecting the Parent or any of its Subsidiaries or any property of the Parent or any of its Subsidiaries which, in the case of either clause (i) or (ii), could reasonably be

expected to have a Material Adverse Effect, the Parent will promptly give notice thereof to the Purchaser and provide such other information as may be reasonably available to them to enable the Purchaser and its counsel to evaluate such matter.

(h) Subsidiaries. Concurrently with creating a Subsidiary or acquiring the Capital Stock of any Person, such that such Person will become a Subsidiary, the Parent shall notify the Purchaser of the Parent's or any of its Subsidiary's creation of such Subsidiary or acquisition of such Capital Stock, and following such notice the Parent will cause each Subsidiary to execute a joinder to this Agreement, and the other Note Documents (to the extent applicable) in form and substance satisfactory to the Required Holders.

(i) Notice of Organic Changes. The Parent shall provide prompt written notice to the Purchaser of any material change after the Closing Date in the authorized and issued Capital Stock of the Parent or any of its Subsidiaries or any other material proposed amendment to their Charter Documents, such notice, in each case, to identify the applicable jurisdictions, capital structures or amendments as applicable.

(j) No Defaults. The Parent shall deliver to each Holder concurrently with the delivery of the financial statements referred to in Section 9.1(b), a certificate of the Parent's chief executive officer or chief financial officer stating that to his or her knowledge no Event of Default shall have occurred during the period covered thereby, except as specified in such certificate.

(k) FCC Matters. The Issuers shall deliver to the Purchaser a copy of each material notice to or filing made by any Issuer with the FCC, including any application filed by any Issuer for any new FCC License, promptly after such notice is given or filing is made. In addition, the Issuers shall deliver to the Purchaser (i) at least fourteen (14) days' prior written notice of the proposed material amendment of any FCC License issued with respect to the Convergent Stations, (ii) notice of the expiration or the denial of renewal of any such FCC License and (iii) (A) evidence of the filing of any application for renewal of any such FCC Licenses not less than the earlier of (x) sixty (60) days prior to the expiration of such FCC License and (y) the last day such application may be filed in accordance with applicable law and (B) copies of any petition filed to deny or object any such renewal application promptly after receipt thereof by any Issuer. Further, each Issuer shall maintain in full force and effect at all times, and apply in a timely manner for renewal of, all material Licenses and agreements necessary for the operation of the Convergent Stations. Without limitation of the foregoing, the Parent shall cause to be filed with the FCC, within a reasonable amount of time after the Closing Date (not exceeding 30 days), a request for temporary authorization of the KCCG(FM) studio-transmitter link as well as an application to license such studio-transmitter link.

(l) Other Information. With reasonable promptness, the Parent shall deliver such other information and data with respect to the Parent or any of its Subsidiaries as from time to time may be reasonably required by the Purchaser.

9.2 Preservation of Existence. The Parent shall, and shall cause each of its Subsidiaries to:

(a) preserve and maintain in full force and effect its corporate, partnership or limited liability company existence; provided, that this Section 9.2(a) shall not apply to a merger or consolidation between the Parent and a Subsidiary in which the Parent is the surviving company or between one or more Subsidiaries to the extent that a Person that is a Wholly-Owned Subsidiary and an Issuer immediately before and after the transaction is the wholly owned surviving entity;

(b) conduct its business in accordance with sound business practices, keep its properties in good working order and condition (normal wear and tear excepted), and from time to time make all needed repairs to, renewals of or replacements of its material properties (except to the extent that any of such properties are obsolete or are being replaced) so that the efficiency of its business operations shall be maintained and preserved in accordance with customary industry practices; and

(c) maintain and file or cause to be filed in a timely manner all reports, applications, estimates and Licenses that shall be required by each Governmental Authority.

9.3 Payment of Obligations. The Parent shall, and shall cause each of its Subsidiaries to, pay and discharge as the same shall become due and payable:

(a) all Tax liabilities, assessments and governmental charges or levies upon it or its properties or assets, unless the same are being contested in good faith by appropriate proceedings and adequate reserves in accordance with GAAP are being maintained by the Parent or such Subsidiary; and

(b) all lawful claims including accounts payable which the Parent and each of its Subsidiaries is obligated to pay, which are due and which, if unpaid, might by law become a Lien upon its property, unless the same are being contested in good faith by appropriate proceedings and adequate reserves in accordance with GAAP are being maintained by the Parent or such Subsidiary and except for permitted delays with the prior written consent of the Required Holders, which consent shall not be unreasonably withheld.

9.4 Compliance with Laws, etc.. The Parent shall comply, and shall cause each of its Subsidiaries to comply, with all Requirements of Law, the directions of each Governmental Authority having jurisdiction over them or their business or property and the requirements of all Contractual Obligations, in each case if such non-compliance could reasonably be anticipated to have a Material Adverse Effect.

9.5 Additional Issuers. The Parent shall cause any and all of its Subsidiaries (created or acquired after the Closing Date) to execute and deliver a joinder to this Agreement, for the purpose of becoming an Issuer hereunder, to the Purchaser prior to the creating or acquisition of such Subsidiary.

9.6 Inspection. The Parent will permit, and will cause each of its Subsidiaries to permit, representatives of the Purchaser to visit and inspect any of their properties, to examine

their corporate, financial and operating records and make copies thereof or abstracts therefrom, and to discuss their affairs, finances and accounts with their respective directors, officers and independent public accountants, all at such reasonable times during normal business hours and as often as may be reasonably requested, upon reasonable advance notice and in each case, at the expense of the Parent.

9.7 Insurance. The Parent and its Subsidiaries will maintain or cause to be maintained with financially sound and reputable insurers that have a rating of "A" or better as established by Best's Rating Guide (or an equivalent rating with such other publication of a similar nature as shall be in current use), public liability, property damage and business interruption insurance with respect to their respective businesses and properties against loss or damage in amounts reasonably acceptable to the Required Holders.

9.8 Books and Records. The Parent shall, and shall cause each of its Subsidiaries to, keep proper books of record and account, in which full and correct entries shall be made of all financial transactions and the assets and business of the Parent and each of its Subsidiaries in accordance with GAAP consistently applied to the Parent and its Subsidiaries taken as a whole.

9.9 Use of Proceeds.

(a) The Parent shall use the proceeds of the sale of Purchased Securities hereunder only as follows: (i) to pay a portion of the purchase price required to consummate the transactions contemplated by the Corpus Christi Acquisition Documents, (ii) for the payment of fees and expenses in connection with the transactions contemplated hereunder and in the other Transaction Documents, and (iii) for general working capital requirements of the Parent and its Subsidiaries.

(b) No proceeds of the Notes will be used to purchase or carry any Margin Stock or to extend credit for the purpose of purchasing or carrying any Margin Stock. Neither the making of any loan nor the use of the proceeds thereof will violate or be inconsistent with the provisions of Regulation T, U or X of the Board of Governors of the Federal Reserve System.

9.10 Board Observer. So long as the Purchaser or any Affiliate thereof holds any Purchased Equity Security, the Parent shall give the Purchaser notice of (in the same manner as notice is given to directors), and permit one Person designated by the Purchaser to attend as observer, all meetings of the Board of Directors or similar governing body (each, a "Board") of the Parent and each Subsidiary and all executive and other committee meetings of such Boards and shall provide to the Purchaser the same information, and access thereto, provided to members of each such Board and each such committee. The Parent's Board shall meet at least once every Fiscal Quarter and at least one of such meetings during any calendar year shall be held in person. The reasonable travel expenses incurred by any such designee of the Purchaser in attending all Board or committee meetings shall be reimbursed by the Parent. Purchaser agrees that, upon the request of the Parent, Purchaser shall cause such observer to execute and deliver a customary confidentiality agreement relating to any confidential information learned by such observer as a result of his or her status as such.

9.11 Registration Rights. At any time at which any Purchased Equity Security remains outstanding, upon the request of Holders holding a majority of the outstanding, the Parent will enter into a registration rights agreement with the then current Holders of such Purchased Equity Securities (and any other members of the Parent that the Parent desires to include in such agreement). Such registration rights agreement shall provide, following the closing of any initial public offering of the Capital Stock of any Issuer (or any successor thereto formed for the purpose of or in contemplation of effecting an initial public offering), no less than two demand registration rights on Form S-3 for the Holders of Purchased Equity Securities and shall provide for an unlimited number of piggy-back rights for all of the current members of the Parent who may become party thereto. In addition, such registration rights agreement shall provide that the Issuer (or other issuer of the Capital Stock to be registered) shall have priority with respect to the inclusion of new securities in any non-demand registration. Such registration rights agreement shall also include customary terms, conditions and obligations, including, without limitation, market stand-off provisions with respect to certain issuances by the issuer and indemnification obligations for each member selling in any registered offering (capped at its net proceeds therefrom). The terms and conditions of the registration right agreement applicable to the Holders of Purchased Equity Securities shall be no less favorable to such Holders than the registration rights made available to the Sponsors or any other holder of Capital Stock of the issuer of the Capital Stock to be registered. The Parent shall provide not less than 30 days prior written notice to the Holders of Purchased Equity Securities of the Parent's intent to (a) effect an initial public offering of Capital Stock of any Issuer or (b) reorganize any Issuer for purposes of effecting an initial public offering of the Capital Stock of any successor entity to any Issuer.

ARTICLE 10

NEGATIVE COVENANTS

Until the payment by the Issuers of all principal of and interest each Note or such later date specified below, the Parent hereby covenants and agrees with the Holders as follows:

10.1 Fundamental Transactions. So long as any Purchased Security remains outstanding, the Parent shall not, and shall not permit any of its Subsidiaries directly or indirectly to:

(a) amend or modify any term or provision of its Charter Documents that would adversely effect the interests of the Holder of any Purchased Security;

(b) issue any (i) Class C Profits Points except upon exercise of the Warrant or (ii) Capital Stock of the Parent having a liquidation preference that ranks ahead of or is entitled to receive any distributions (whether of unreturned capital, preferred return or otherwise) ahead of the Class C Profits Points, other than the Preferred Interests outstanding on the Closing Date, the Preferred Interests issued upon conversion of the Sponsor Notes in the amount set forth in the Sponsor Conversion Agreement and other Preferred Interests issued on terms (including the amount of associated Common Profits Points (as defined in the Parent Operating Agreement)) no less favorable to Parent than the existing Preferred Interests;

(c) issue any Capital Stock of a Subsidiary to any Person other than the Parent or wholly-owned Subsidiary;

(d) consummate any transaction of merger or consolidation;

(e) liquidate, wind-up or dissolve itself (or suffer any liquidation or dissolution); or

(f) acquire by purchase or otherwise all or any substantial part of the business or assets of any other Person, except:

(i) for Permitted Acquisitions;

(ii) the acquisition of WFMZ on or before April 30, 2004; provided, that (A) the Total Consideration paid in connection with such acquisition does not exceed $2,100,000, plus the amount of fees and expenses incurred in connection therewith, which shall in no event exceed $175,000, (B) no more than $1,400,000 of such Total Consideration is in the form of Seller Notes (which Seller Notes shall be on terms and conditions identical to the form provided to the Purchaser, subject to completion of payment dates therein) and (C) such acquisition is consummated in all material respects on the terms and conditions and without waiver of any material condition set forth in the acquisition documents previously presented to the Purchaser;

(iii) the acquisition of KTKY on or before September 30, 2004; provided that (A) the Total Consideration paid in connection with such acquisition does not exceed $1,300,000, plus the amount of fees and expenses incurred in connection therewith, which shall in no event exceed $150,000, including amounts paid to Amigo Broadcasting, (B) no more than $1,050,000 of such Total Consideration is in the form of Seller Notes (which Seller Notes shall be on terms and conditions satisfactory to the Required Holders) and (C) such acquisition is consummated in all material respects on the terms and conditions and without waiver of any material condition set forth in the acquisition documents previously presented to the Purchaser; and

(iv) any Subsidiary of the Parent may be merged or consolidated with or into the Parent (provided that the Parent shall be the continuing or surviving corporation) or with or into any wholly-owned Subsidiary of the Parent (provided that the wholly-owned Subsidiary shall be the continuing or surviving corporation).

10.2 **Transactions with Affiliates**. Except in the ordinary course of business and on arm's-length terms that are reasonably customary in the Issuers' industry, the Parent shall not, and shall not permit any of its Subsidiaries to, (a) enter into any transaction or Contractual Obligation with, or make any payment (other than pursuant to agreements existing on the date hereof or to the extent permitted by Section 10.7 hereof or subsequently approved by the Required Holders) to, any Affiliate, (b) amend or terminate any existing agreement with any Affiliate, (c) purchase from or provide to an Affiliate any selling, general, management or administrative services, (d) directly or indirectly make any sales to or purchases from an Affiliate or (e) increase the compensation being paid to an Affiliate.

10.3 **No Inconsistent Agreements**. None of the Parent nor any of its Subsidiaries shall enter into any Contractual Obligation or enter into any amendment or other modification to any currently existing Contractual Obligation of the Parent, or any of their Subsidiaries, which by its terms restricts or prohibits the ability of the Parent to pay the Obligations or to fully satisfy all of the obligations under the Note Documents of the Parent or any of its Subsidiaries, other than as set forth in documents relating to any senior debt of the Issuers that is approved under Section 10.4(b).

10.4 **Limitation on Debt**. The Parent shall not, and shall not cause, suffer or permit any of its Subsidiaries to, directly or indirectly, collectively and in the aggregate, issue, assume or otherwise incur any Debt, other than:

(a) Debt created under this Agreement and the Notes;

(b) Debt incurred after the Closing Date that will rank senior to the Notes and which will be incurred under a single senior credit facility and is in an aggregate principal amount not to exceed $500,000 ("***Senior Debt***"); provided, that the following conditions are satisfied:

(i) no default or Event of Default shall exist hereunder at the time of incurrence of such Senior Debt;

(ii) after each incurrence of any Senior Debt, the Parent and its Subsidiaries would be in compliance on a pro forma basis with the covenants set forth in Section 10.8 hereof;

(iii) the terms and conditions of the documents creating and governing such Senior Debt (the "***Senior Debt Documents***") are reasonably acceptable to the Required Holders;

(iv) any subordination, intercreditor or similar agreement among the Purchaser and any lender providing such Senior Debt shall be on customary terms, including provisions that (a) any "standstill" period may last until the earlier of (i) 179 days from the receipt of notice of the commencement of any payment default under the Senior Credit Agreement giving rise to such standstill or (ii) the

date such payment default is cured and (b) such standstill option may be used by the holder(s) of Senior Debt only once in any consecutive 12 month period or twice in any 30 month period; and

(v) such Senior Debt unconditionally permits full payment in cash of the Notes on the Tranche A Maturity Date;

(c) Debt secured by a Lien permitted under Section 10.5(d);

(d) Debt under Hedge Agreements entered into with respect to other Debt permitted under this Section 10.4 so long as the entering into of such Hedge Agreements are bona fide hedging activities and are not for speculative purposes; and

(e) the Debt evidenced by the Seller Notes outstanding on the date hereof as set forth on Schedule 10.4, the Seller Notes to be issued pursuant to Sections 10.1(f)(ii) and 10.1(f)(iii) and any other Seller Notes issued after the date hereof on terms and conditions approved by the Required Holders; provided, that no Issuer shall amend any such Seller Note to (i) increase the principal amount thereof or the interest rate applicable thereto, (ii) shorten the maturity date or amortization schedule thereof or (iii) in any manner adverse to or more restrictive on any Issuer.

10.5 Limitation on Liens. The Parent, will not, and will not permit any of its Subsidiaries, directly or indirectly, to create, incur, assume or permit to exist any Lien on or with respect to any property or asset (including, without limitation, any document or instrument with respect to goods or accounts receivable) of the Parent or its Subsidiaries, whether now owned or hereafter acquired, or any income or profits therefrom, or sell any such property subject to an understanding or agreement, contingent or otherwise, to repurchase such property or assets (including sales of accounts receivable with recourse to the Parent or any of its Subsidiaries), or assign any right to receive income or permit the filing of any financing statement under the UCC or any other similar notice of Lien under any similar recording or notice statute, except for the following Liens (collectively, "***Permitted Liens***"):

(a) Liens for Taxes, assessments or other governmental charges which are not yet due and payable or which are being contested in good faith with a reserve or other appropriate provision having been made therefor;

(b) Liens of landlords, carriers, warehousemen, mechanics, materialmen and other similar liens imposed by law, which are incurred in the ordinary course of business for sums not more than thirty (30) days delinquent or which are being contested in good faith; provided that a reserve or other appropriate provision shall have been made therefor and the aggregate amount of such Liens is less than $100,000;

(c) Liens (other than any Lien imposed under or in connection with ERISA) incurred or deposits made in the ordinary course of business in connection with workers' compensation, unemployment insurance and other types of social security, or to secure the performance of tenders, statutory obligations, surety, stay, customs and appeal bonds, bids,

leases, government contracts, trade contracts, performance and return of money bonds and other similar obligations (exclusive of obligations for the payment of borrowed money);

(d) Liens for purchase money obligations to acquire assets; provided that:

(i) each such Lien attaches to such asset concurrently with or within ten (10) days after acquisition thereof;

(ii) does not exceed the purchase price of such asset; and

(iii) the Debt secured by all such Liens, shall not exceed $150,000; and

(iv) each such Lien encumbers only the asset so purchased;

(e) Any attachment or judgment Lien not constituting an Event of Default;

(f) Easements, rights of way, restrictions and other similar charges or encumbrances not interfering in any material respect with the ordinary conduct of the business of the Parent or any of its Subsidiaries;

(g) Liens existing on the date hereof (including Liens securing the Seller Notes), which Liens are set forth on Schedule 6.25 hereto; and

(h) Liens arising under the Senior Debt Documents.

10.6 Dispositions of Assets. The Parent will not, and will not permit any of its Subsidiaries, directly or indirectly, to convey, sell (pursuant to a sale/leaseback or otherwise), lease, sublease, transfer or otherwise dispose of, or grant any Person an option to acquire, in one transaction or a series of transactions, any of its property, business or assets, or the capital stock of or other equity interests in any of its Subsidiaries, whether now owned or hereafter acquired, except for:

(a) Bona fide sales of inventory, to customers for fair value in the ordinary course of business, dispositions of obsolete assets not used or useful in the business and dispositions of other assets that are contemporaneously replaced with assets of equal or greater utility;

(b) Asset Dispositions if all of the following conditions are met:

(i) the market value of assets sold or otherwise disposed of (by the Parent and its Subsidiaries taken as a whole) in any fiscal year do not exceed $50,000;

(ii) the Net Proceeds received are at least equal to the fair market value of such assets;

(iii) after giving effect to the sale or other disposition of the assets included within the Asset Disposition and any repayment of Debt with the proceeds thereof, the Parent and its Subsidiaries would be in compliance on a pro forma basis with the covenants set forth in Section 10.8 hereof recomputed for the most recently ended month for which information is available and is in compliance with all other terms and conditions of this Agreement; and

(iv) no Event of Default then exists or shall result from such sale or other disposition; and

(c) Convergent Broadcasting Donalsonville, LLC ("***Donalsonville***") may consummate the transactions contemplated by the Assignment and Assumption Agreement, dated November 26, 2003, between Donalsonville and Styles Media Group, LLC, in accordance in all material respects with the terms and conditions therein as in effect on the date hereof.

10.7 Limitations on Restricted Payments. The Parent shall not, and shall not permit any of its Subsidiaries to declare, or make any Restricted Payment, other than the following:

(a) Regularly scheduled Corpus Christi Consulting Payments pursuant to the Corpus Christi Acquisition Documents as in effect on the date hereof and regularly scheduled payments of interest on the Seller Notes permitted under Section 10.4(e) as such Seller Notes are in effect on the date hereof, so long as (i) after making such payments, the Parent and its Subsidiaries would be in compliance on a pro forma basis with the covenants set forth in Section 10.8 hereof and (ii) no Default or Event of Default shall then exist hereunder;

(b) Payments made pursuant to call rights of the Parent to redeem or repurchase Capital Stock of the Parent from an employee whose employment with the Parent has been terminated so long as such repurchases do not exceed $25,000 in the aggregate per annum;

(c) So long as no Default or Event of Default under Section 12.1(a) exists hereunder, the Parent may make Tax Distributions (as defined in Section 8.02(b) of the Parent Operating Agreement as in effect on the date hereof) to its members in an amount not to exceed any member's Tax Liability (as defined under such Section 8.2(b) of the Parent Operating Agreement as in effect on the date hereof); and

(d) the Parent may make payments to the Sponsors pursuant to Section 4 of each Sponsor Note as in effect on the date hereof in respect of a portion of the interest accrued on such Sponsor Notes during 2003; provided, that (i) the aggregate amount of such payments does not exceed $30,000 and (ii) no Default or Event of Default then exists hereunder.

10.8 Financial Covenants.

(a) Minimum EBITDA. The Parent shall not permit Consolidated EBITDA (i) for the one quarter ending June 30, 2004 to be less than $10,000; (ii) for the period of three

quarters ending September 30, 2004 to be less than $65,000; and (iii) for the four-quarter period ending on the last day of any fiscal quarter set forth below to be less than the respective amount set forth below:

Quarters Ending	Minimum Consolidated EBITDA
December 31, 2004	$150,000
March 31, 2005	$135,000
June 30, 2005	$250,000
September 30, 2005	$575,000
December 31, 2005 until September 30, 2006	$800,000
Thereafter	$0

(b) Consolidated Leverage Ratio. The Parent shall not permit the Consolidated Leverage Ratio with respect to the Parent and its Subsidiaries as of the last day of any fiscal quarter (i) ending on or after December 31, 2006 through and including September 30, 2007 to be greater than 6.50 to 1.00, and (ii) ending after October 1, 2007, to be greater than 5.00 to 1.00.

(c) Fixed Charge Coverage Ratio. The Parent shall not permit the Fixed Charge Coverage Ratio with respect to the Parent and its Subsidiaries as of the last day of any fiscal quarter commencing with the fiscal quarter ending June 30, 2005 to be less than 1.00 to 1.00.

(d) Debt to Capitalization. The Parent shall not permit the Debt to Capitalization ratio with respect to the Parent and its Subsidiaries as of the last day of any fiscal quarter to be greater than seventy percent (70%).

(e) Cash on Hand. The Parent shall not permit the amount of cash and Cash Equivalents reflected on the consolidated balance sheet of the Issuers to be less than $200,000 as of the end of any month from January 2004 through and including June 2005.

10.9 Employee Benefit Plans. The Parent shall not, and shall not permit any of its Subsidiaries or any ERISA Affiliate (a) to establish or contribute to any employee benefit plan (within the meaning of Section 3(3) of ERISA) or other employee benefit arrangement which (i) is subject to Title IV of ERISA or is otherwise a Defined Benefit Plan, Multiemployer Plan or multiple employer plan (within the meaning of Section 413(c) of the Code); or (ii) provides post-retirement welfare benefits or "parachute payments" (within the meaning of Section 280G(b) of the Code); or (b) to amend any Plan if the effect of such amendment would cause such Plan to be a plan or arrangement described in clause(a)(i) hereof or to provide any of the benefits described in clause(a)(ii) hereof.

10.10 Limitation on Business of the Parent. Neither the Parent nor any of its Subsidiaries shall engage in any business other than the business in which it is currently engaged, other business reasonably related thereto and business related to or arising from Permitted Acquisitions.

10.11 Investments. Except in the ordinary course of business and consistent with past practices, the Parent shall not, and shall not permit any of its Subsidiaries, directly or indirectly, to make or own any Investment in any Person except: (a) Investments in Cash Equivalents; provided that such Cash Equivalents are not subject to setoff rights in favor of the issuing bank arising from any existing banking relationship; (b) inter-company loans and investments to the extent permitted under Section 10.4; (c) loans and advances to employees for moving, entertainment, travel and other similar expenses in the ordinary course of business not to exceed $25,000 in the aggregate at any time outstanding; (d) Contingent Obligations permitted by Section 10.12; (e) extensions of trade credit in the ordinary course of business; and (f) Permitted Acquisitions.

10.12 Management Fees and Compensation. The Parent shall not, nor shall it permit any of its Subsidiaries, directly or indirectly, to pay any management, consulting or similar fees to any Affiliate or to any equity holder, director, officer or employee of the Parent or any of its Subsidiaries except reasonable director's fees and expenses, salaries and benefits paid as compensation for employment services rendered, and except as set forth on Schedule 10.12. Notwithstanding the foregoing, no payments (other than salaries and benefits paid as compensation for employment services) may be made with respect to any items set forth on Schedule 10.12 upon the incurrence and during the continuation of a Default or an Event of Default.

10.13 Fiscal Year. The Parent and its Subsidiaries shall not change their fiscal year.

10.14 Subsidiaries. The Parent shall not, nor shall any of the Subsidiaries be permitted to, directly or indirectly, to establish, create or acquire any new Subsidiary, except to the extent permitted by Sections 9.1(i) and 10.1.

10.15 Amendments; Waivers of Acquisition Documents. The Parent shall not, nor shall any of the Subsidiaries be permitted to (a) amend any of the Acquisition Documents in a manner adverse to the Holders or (b) waive any material rights thereunder (whether via amendment or otherwise).

10.16 Changes in Senior Management. The Parent shall not permit the employment of George Silverman, Dan Duman or Bruce Biette (or the roles thereof as officers of the Parent or any Subsidiary) to terminate for any reason (including firing, voluntary resignation, death or incapacity) unless within ninety days following any such termination, (a) the Parent shall hire a replacement thereof who is reasonably satisfactory to the Required Holders; provided, that George Silverman shall be deemed to be a satisfactory replacement for Bruce Biette, if he elects to so serve; provided, further, that from and after the date of such replacement, George Silverman devotes substantially all of his working hours to the business of the Parent and the LLC and thereafter does not spend any working hours on other business activities currently permitted under Section 6.02(b)(ii) of the Parent Operating Agreement, or (b) solely with respect to any such termination of George Silverman (so long as he is not then serving as the replacement pursuant to clause (a) above) or Dan Duman, the Parent shall demonstrate to the reasonable satisfaction of the Required Holders that such replacement is not necessary.

10.17 No Restrictions on Subsidiary Distributions to the Parent. Except as otherwise provided herein, the Parent will not, and will not permit any of its Subsidiaries, directly or indirectly to create or otherwise cause or suffer to exist or become effective any consensual encumbrance or restriction of any kind on the ability of the Parent or any such Subsidiary to: (a) pay dividends or make any other distribution on any of such Subsidiary's Capital Stock owned by the Parent or any Subsidiary; (b) subject to subordination provisions for the benefit of Purchaser, pay any Debt owed to the Parent or any other Subsidiary; (c) make loans or advances to the Parent or any other Subsidiary; or (d) except for restrictions set forth in the Seller Notes and the agreements and instruments securing the Seller Notes, in each case as in effect on the date hereof, transfer any of its property or assets to the Parent or any other Subsidiary.

ARTICLE 11

REDEMPTION OF PURCHASED EQUITY SECURITIES

11.1 Redemption of Purchased Equity Securities.

(a) Redemption at the Election of the Required Holders. Notwithstanding any other provision of this Agreement, upon the election of the Required Holders, the Parent shall be required to purchase, out of funds legally available therefor, all or any part of all outstanding Purchased Equity Securities at the applicable Redemption Price, by giving the Parent written notice thereof pursuant to Section 11.3(a), from time to time, at any time after the earlier of the Tranche A Maturity Date or the occurrence of a Change of Control (each, an "***Elective Redemption Event***").

(b) Redemption Price. The purchase price (the ***"Redemption Price"***) for the Purchased Equity Securities to be redeemed pursuant to Section 11.1(a) shall be the Fair Market Value thereof.

11.2 Manner of Redemption.

(a) Redemption Notices; Exercise of Elective Redemptions. Promptly following upon the occurrence of an Elective Redemption Event, written notice of occurrence of such Elective Redemption Event (an ***"Elective Redemption Notice"***) shall be delivered by the Parent in person, mailed by certified or registered mail, return receipt requested, mailed by overnight mail or sent by telecopier to each Holder of any Purchased Interest, such notice to be addressed to each such Holder at its address as shown by the records of the Parent. The Parent may also give such Elective Redemption Notice in the same manner prior to the occurrence of the Elective Redemption Event, which notice shall specify the Elective Redemption Event and the date it is expected to occur. Each Holder that wishes to exercise such Holder's right to elective redemption shall do so by delivering written notice thereof to the Parent at any time after the earliest to occur of an Elective Redemption Event or the date of such Holder's receipt of an Elective Redemption Notice. The redemption date for the elective redemption of the

Purchased Equity Securities of any Holder (***"Elective Redemption Date"***) shall be the tenth (10th) Business Day after Parent's receipt of such notice.

(b) Designation of Funds. On each Elective Redemption Date (each, a ***"Redemption Date"***), the Parent shall set aside in trust for the benefit of the Holders of the Purchased Equity Securities to be redeemed the funds necessary for such redemption, which funds shall be used to pay the applicable Redemption Price, upon the surrender of the certificates, if any, representing such Purchased Securities to the Parent for such redemption (or such affidavits, indemnity and undertakings as would be necessary to replace any certificate claimed to have been lost, stolen or destroyed).

(c) Termination of Rights. Unless the Parent defaults in payment of the Redemption Price for any Purchased Interest to be redeemed pursuant hereto, (i) such Purchased Interest tendered shall no longer be deemed outstanding, (ii) the rights to receive distributions thereon (other than the Redemption Price) shall cease to accrue and (iii) all rights of the Holders thereof shall cease (other than the right to receive payment in full of the Redemption Price), in each case from and after the applicable Redemption Date.

(d) Reinstatement; Continuation of Rights upon Default. If the Parent, as applicable, shall default in the payment of any portion of the Redemption Price, then, in addition to any other rights and remedies of the Holders of the Purchased Equity Securities which may be available herein or at law or in equity, the Purchased Equity Securities that were to be redeemed by such portion shall be deemed to have continued to be outstanding, and such Holders shall have all of the rights of a Holder thereof, until such time as such default shall no longer be continuing.

ARTICLE 12

EVENTS OF DEFAULT

12.1 Events of Default. An "Event of Default" shall occur hereunder upon:

(a) any failure to pay any fees payable hereunder or the principal of or interest or premium on any of the Notes when due, whether upon demand or otherwise on or prior to (i) with respect to the principal payments due on the Tranche B Maturity Date, the ninetieth (90^{th}) day after the Tranche B Maturity Date (such ninetieth day, the ***"Tranche B Conversion Date")***, and (ii) with respect to all other payments due hereunder, three (3) Business Days after the date due;

(b) any representation or warranty made or deemed made by any Issuer in this Agreement, any of the other Note Documents or any certificate furnished by the Parent or any Subsidiary at any time to any Holder shall prove to be untrue in any material respect (unless qualified by materiality, in which case any such representation or warranty shall prove to be untrue in any respect) as of the date when made, deemed made, or furnished;

(c) the Parent or any of its Subsidiaries shall fail to comply with any of the covenants set forth in Article 10;

(d) default shall occur in the observance or performance by any Issuer of any of the other covenants and agreements contained in this Agreement or any of the other Note Documents, and such default shall continue for a period of thirty (30) days after the earlier to occur of (i) the date on which any Holder notifies the Parent of any such default and (ii) the date on which the Parent discovers, or reasonably should have discovered, any such default, or if any such Senior Note Document shall become void or unenforceable without the written consent of the Required Holders;

(e) any of the following shall occur:

(i) the maturity date of the Senior Debt or any Seller Note shall be accelerated automatically or by any holder thereof;

(ii) default shall occur with respect to any Seller Note (in any principal amount) or under any agreement or instrument under or pursuant to which any such Seller Note may have been issued, created, assumed, or guaranteed by the Parent or any Subsidiary (a "***Seller Note Default***"), and such Seller Note Default shall continue for more than thirty (30) days;

(iii) if at any time an Event of Default has arisen under Section 12.(e)(ii), irrespective of whether such Event of Default was waived hereunder, and a subsequent Seller Note Default shall commence with respect to the affected Seller Note(s) or related agreements or instruments within twelve (12) months after cure or waiver of the foregoing Seller Note Default and such subsequent Seller Note Default shall continue for more than ten (10) days; and

(iv) any other Contingent Obligation or Funded Debt (other than the Notes, the Senior Debt and the Seller Notes) which has an outstanding principal amount in excess of $50,000 or under any agreement or instrument under or pursuant to which any such Contingent Obligation or Funded Debt may have been issued, created, assumed, or guaranteed by the Parent or any Subsidiary, and such default shall continue for more than the period of grace, if any, therein specified, if such default is a default in the payment of any such Contingent Obligation or Funded Debt or, with respect to any non-payment defaults, the effect thereof (with or without the giving of notice or further lapse of time or both) is to accelerate or to permit the holders of any such Contingent Obligation or Funded Debt to accelerate the maturity of any such Contingent Obligation or Funded Debt;

(f) the Parent or any Subsidiary shall: (i) file a voluntary petition in bankruptcy or file a voluntary petition or otherwise commence any action or proceeding seeking reorganization, arrangement or readjustment of its debts or for any other relief under the federal Bankruptcy Code, as amended, or under any other bankruptcy or insolvency act or law, state or federal, now or hereafter existing, or consent to, approve of, or acquiesce in, any

such petition, action or proceeding; (ii) apply for or acquiesce in the appointment of a receiver, assignee, liquidator, sequestrator, custodian, trustee or similar officer for it or for all or any part of its property; (iii) make an assignment for the benefit of creditors; or (iv) be unable generally to pay its debts as they become due;

(g) an involuntary petition shall be filed or an action or proceeding otherwise commenced seeking reorganization, arrangement or readjustment of the Parent's or any Subsidiary's debts or for any other relief under the federal bankruptcy code, as amended, or under any other bankruptcy or insolvency act or law, state or federal, now or hereafter existing and either (i) such petition, action or proceeding shall not have been dismissed within a period of sixty (60) days after its commencement or (ii) an order for relief against the Parent shall have been entered in such proceeding;

(h) a receiver, assignee, liquidator, sequestrator, custodian, trustee or similar officer for the Parent or any Subsidiary or for all or any part of their property shall be appointed involuntarily; or a warrant of attachment, execution or similar process shall be issued against any material part of the property of the Parent or any Subsidiary;

(i) the Parent or any Subsidiary shall file a certificate of dissolution under applicable state law or shall be liquidated, dissolved or wound-up or shall commence or have commenced against it any action or proceeding for dissolution, winding-up or liquidation, or shall take any corporate action in furtherance thereof (unless, in the case of a Subsidiary, all properties and assets are distributed in such dissolution to the Parent or another wholly-owned Subsidiary);

(j) all or any material part of the property and assets of the Parent and its Subsidiaries shall be nationalized, expropriated or condemned, seized or otherwise appropriated, or custody or control of such property and assets or of the Parent or its Subsidiaries shall be assumed by any Governmental Authority or any court of competent jurisdiction at the instance of any Governmental Authority, except where contested in good faith by proper proceedings diligently pursued where a stay of enforcement is in effect;

(k) one or more judgments or orders for the payment of money aggregating in excess of $50,000 shall be rendered against the Parent or any Subsidiary and either (i) enforcement proceedings shall have been commenced by any creditor upon any such judgment or order, or (ii) there shall be any period of thirty (30) consecutive days during which such judgment remains unpaid or a stay of enforcement of such judgment or order, by reason of a pending appeal or otherwise, shall not be in effect;

(l) any event or condition shall occur or exist with respect to a Plan that could reasonably be expected to subject the Parent or any Subsidiary to any tax, penalty or liability in excess of $50,000 under ERISA, the Code or otherwise which in the aggregate is material in relation to the business, operations, property or financial or other condition of the Parent; or

(m) the Sponsor Notes shall not have been finally and fully converted into Preferred Interests and Class A Profits Points in accordance with the Sponsor Conversion Agreement on or prior to March 31, 2004.

12.2 **Acceleration**. If an Event of Default occurs under Section 12.1(f), (g), (h) or (i), then the outstanding principal of and interest on the Notes shall automatically become immediately due and payable, without presentment, demand, protest or notice of any kind, all of which are expressly waived. If any other Event of Default occurs and is continuing, the Required Holders, by written notice to the Parent, may declare the principal of and interest on the Notes to be due and payable immediately. Upon any such declaration of acceleration, such principal and interest shall become immediately due and payable, each holder of any Note shall be entitled to exercise all of its rights and remedies hereunder and under its Note whether at law or in equity.

12.3 **Set-Off**. Upon the occurrence and during the continuation of an Event of Default, in addition to all other rights and remedies that may then be available to any Holder of Notes, each such Holder is hereby authorized at any time and from time to time, without notice to any Issuer (any such notice being expressly waived by the Issuers) to set off and apply any and all indebtedness at any time owing by such Holder to or for the credit or the account of the Issuers, or any of them, against all amounts which may be owed to such Holder by the Issuers, or any of them, in connection with this Agreement or any Notes. If any Holder of Notes shall obtain from any Issuer payment of any principal of or interest on any Note or payment of any other amount under this Agreement or any Note held by it or any other Senior Note Document through the exercise of any right of set-off, and, as a result of such payment, such Holder shall have received a greater percentage of the principal, interest or other amounts then due hereunder by the Issuers to such Holder than the percentage received by any other Holders, it shall promptly make such adjustments with such other Holders from time to time as shall be equitable, to the end that all the Holders of Notes shall share the benefit of such excess payment (net of any expenses which may be incurred by such Holder in obtaining or preserving such excess payment) pro rata in accordance with the unpaid principal and/or interest on the Notes or other amounts (as the case may be) owing to each of the Holders of the Notes. To such end all the Holders of the Notes shall make appropriate adjustments among themselves if such payment is rescinded or must otherwise be restored. Any Holder of any Note taking action under this Section shall promptly provide notice to the Parent of any such action taken; provided, that the failure of such Holder to provide such notice shall not prejudice its rights hereunder.

ARTICLE 13

[RESERVED]

ARTICLE 14

MISCELLANEOUS

14.1 **Survival of Representations and Warranties**. All of the representations and warranties made herein shall survive the execution and delivery of this Agreement, any investigation by or on behalf of the Purchaser, acceptance of the Purchased Securities and payment therefor, or termination of this Agreement.

14.2 **Notices**. All notices, demands and other communications provided for or permitted hereunder shall be made in writing and shall be by registered or certified first-class mail, return receipt requested, telecopier (with receipt confirmed), courier service or personal delivery:

(a) if to the Purchaser:

BIA Digital Partners LP
15120 Enterprise Court
Suite 200
Chantilly, Virginia 20151
Telecopier No.: (703) 227-9645
Attention: Mr. Gregg E. Johnson

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

Kennedy Covington Lobdell & Hickman, L.L.P.
214 North Tryon Street, 47th Floor
Charlotte, NC 28202
Facsimile: (704) 353-3184
Attention: T. Richard Giovannelli, Esq.

(b) if to the Parent or any of its Subsidiaries:

Convergent Broadcasting, LLC
1766 Washington Avenue
Portland, ME 04103-1624
Facsimile: (207) 797-5650
Attention: Bruce Biette

With a copy to, so long as Dan Duman is an officer of the Parent:

York Street Media Management, Inc.
701 Kersey Road
Silver Springs, Maryland 20902
Facsimile: (301) 592-8819

Attention: Daniel J. Duman

And, with a copy (which shall not constitute notice) to:

Cohn Birnbaum & Shea
100 Pearl Street
Hartford, CT 06103
Facsimile: (860) 727-0361
Attention: Michael Mulpeter, Esq.

All such notices and communications shall be deemed to have been duly given: when delivered by hand, if personally delivered; when delivered by courier, if delivered by commercial overnight courier service; if mailed, five Business Days after being deposited in the mail, postage prepaid; or if telecopied, when receipt is acknowledged.

14.3 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties hereto. Subject to applicable securities laws, the Purchaser and any subsequent Holder of any Purchased Security may transfer any of such Purchased Securities in whole or in part and may assign its rights under the Note Documents to such transferee; provided, that the minimum principal amount of any Notes to be transferred pursuant to this Section 14.3 shall be the lesser of $500,000, or the aggregate outstanding principal amount of all Notes; and provided, that, so long as no Event of Default exists and is continuing, the Purchaser shall not transfer to any third party or parties (other than Affiliates of the Purchaser) a majority of the outstanding aggregate principal amount of the Notes. Neither the Parent nor any Subsidiary may assign any of its rights, or delegate any of its obligations, under this Agreement without the prior written consent of the Required Holders, and any such purported assignment by the Parent without the written consent of the Required Holders shall be void and of no effect. Except as provided in Article 8, no Person other than the parties hereto and their successors and permitted assigns is intended to be a beneficiary of any of the Note Documents.

14.4 Amendment and Waiver.

(a) No failure or delay on the part of any of the parties hereto in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies provided for in this Agreement are cumulative and are not exclusive of any remedies that may be available to the parties hereto at law, in equity or otherwise.

(b) Any amendment waiver, supplement or modification of or to any provision of this Agreement, any waiver of any provision of this Agreement, and any consent to any departure by any party from the terms of any provision of this Agreement, shall be effective (i) only if it is made or given in writing and signed by the Parent, its Subsidiaries and the Required Holders and (ii) only in the specific instance and for the specific purpose for which made or given. Except where notice is specifically required by this Agreement, no notice to or

demand on the Parent in any case shall entitle the Parent to any other or further notice or demand in similar or other circumstances.

14.5 Signatures; Counterparts. Facsimile transmissions of any executed original document and/or retransmission of any executed facsimile transmission shall be deemed to be the same as the delivery of an executed original. At the request of any party hereto, the other parties hereto shall confirm facsimile transmissions by executing duplicate original documents and delivering the same to the requesting party or parties. This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

14.6 Headings. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

14.7 GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, CONSTRUED IN ACCORDANCE WITH, AND ENFORCED UNDER, THE LAWS OF THE COMMONWEALTH OF VIRGINIA, WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAW OF SUCH STATE.

14.8 JURISDICTION, JURY TRIAL WAIVER, ETC.

(a) EACH PARTY TO THIS AGREEMENT HEREBY IRREVOCABLY AGREES THAT THE ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE NOTE, THE WARRANT OR ANY AGREEMENTS OR TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY MAY BE BROUGHT IN THE COURTS OF THE COMMONWEALTH OF VIRGINIA OR OF THE UNITED STATES OF AMERICA FOR THE EASTERN DISTRICT OF VIRGINIA AND HEREBY EXPRESSLY SUBMITS TO THE PERSONAL JURISDICTION AND VENUE OF SUCH COURTS FOR THE PURPOSES THEREOF AND EXPRESSLY WAIVES ANY CLAIM OF IMPROPER VENUE AND ANY CLAIM THAT ANY SUCH COURT IS AN INCONVENIENT FORUM. EACH PARTY HEREBY IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OF ANY OF THE AFOREMENTIONED COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO ITS ADDRESS SET FORTH IN SECTION 14.2, SUCH SERVICE TO BECOME EFFECTIVE 10 DAYS AFTER SUCH MAILING.

(b) EACH OF THE PARENT AND ITS SUBSIDIARIES HEREBY WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS AGREEMENT, THE NOTES, THE WARRANTS OR ANY OF THE OTHER TRANSACTION DOCUMENTS, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THEREUNDER OR THE PERFORMANCE OF SUCH RIGHTS AND OBLIGATIONS. EACH OF THE PARENT AND ITS SUBSIDIARIES (i) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE PURCHASER HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE PURCHASER WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVERS AND

(ii) ACKNOWLEDGES THAT THE PURCHASER HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT, AND THE OTHER TRANSACTION DOCUMENTS TO WHICH IT IS PARTY BY, AMONG OTHER THINGS, THE WAIVERS AND CERTIFICATIONS CONTAINED HEREIN.

14.9 Severability. If any one or more of the provisions contained in this Agreement, or the application thereof in any circumstance, is held invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions hereof shall not be in any way impaired, unless the provisions held invalid, illegal or unenforceable shall substantially impair the benefits of the remaining provisions of this Agreement. The parties hereto further agree to replace such invalid, illegal or unenforceable provision of this Agreement with a valid, legal and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such invalid, illegal or unenforceable provision.

14.10 Rules of Construction. Unless the context otherwise requires, "or" is not exclusive, and references to sections or subsections refer to sections or subsections of this Agreement.

14.11 Entire Agreement. This Agreement, together with the exhibits and schedules hereto and the other Note Documents, is intended by the parties as a final expression of their agreement and intended to be a complete and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein and therein. There are no restrictions, promises, warranties or undertakings, other than those set forth or referred to herein or therein. This Agreement, together with the exhibits and schedules hereto, and the other Note Documents supersede all prior agreements and understandings between the parties with respect to such subject matter.

14.12 Certain Expenses. The Parent will pay all reasonable expenses of the Purchaser (including, without limitation, reasonable fees, charges and disbursements of counsel) in connection with (a) any enforcement, amendment, supplement, modification or waiver of or to any provision of this Agreement or any of the other Note Documents or any documents relating thereto (including, without limitation, a response to a request by the Parent for the consent of the Required Holders to any action otherwise prohibited hereunder or thereunder), (b) consent to any departure from, the terms of any provision of this Agreement or such other documents and (c) the Purchaser's reasonable review of any proposed Senior Debt Documents.

14.13 Publicity. Except as may be required by applicable law, none of the parties hereto shall issue a publicity release or announcement or otherwise make any public disclosure concerning this Agreement or the transactions contemplated hereby, without prior approval by the other party hereto. If any announcement is required by law to be made by any party hereto, prior to making such announcement such party will deliver a draft of such announcement to the other parties and shall give the other parties an opportunity to comment thereon. Notwithstanding anything herein to the contrary, any party to this Agreement and the other Transaction Documents (and any employee, representative, or other agent of any such party) may disclose to any and all persons, without limitation of any kind, the tax treatment and tax

structure of the Transactions and all materials of any kind (including opinions or other tax analyses) that are provided to it relating to such tax treatment and tax structure; provided, however, notwithstanding the above, any such information and materials shall be kept confidential to the extent necessary to comply with applicable securities laws.

14.14 Further Assurances. Each of the parties shall execute such documents and perform such further acts (including, without limitation, obtaining any consents, exemptions, authorizations, or other actions by, or giving any notices to, or making any filings with, any Governmental Authority or any other Person) as may be reasonably required or desirable to carry out or to perform the provisions of this Agreement, including without limitation, any post-closing assignment(s) by the Purchaser of a portion of the Securities to a Person not currently a party hereto, subject to the limitations set forth herein.

14.15 No Strict Construction. The parties hereto have participated jointly in the negotiation and drafting of this Agreement and the other Note Documents. In the event an ambiguity or question of intent or interpretation arises under any provision of this Agreement or any Senior Note Document, this Agreement or such other Senior Note Document shall be construed as if drafted jointly by the parties thereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement or any other Senior Note Document. No knowledge of, or investigation, including without limitation, due diligence investigation, conducted by, or on behalf of, the Purchaser or any other Holder shall limit, modify or affect the representations set forth in Article 6 of this Agreement or the right of any Holder to rely thereon.

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

CONVERGENT BROADCASTING, LLC

By: _____
Bruce Biette,
President and CEO

CONVERGENT BROADCASTING MANTEO LLC

By: _____
Bruce Biette,
President and CEO

CONVERGENT BROADCASTING OUTER BANKS LLC

By: _____
Bruce Biette,
President and CEO

CONVERGENT BROADCASTING LICENSEE LLC

By: _____
Bruce Biette,
President and CEO

CONVERGENT BROADCASTING HERTFORD LLC

By: _____
Bruce Biette,
President and CEO

CONVERGENT BROADCASTING DONALSONVILLE LLC

By: _____
Bruce Biette,
President and CEO

CONVERGENT BROADCASTING TEXAS, LLC

By: _____

Bruce Biette,
President and CEO

CONVERGENT BROADCASTING CORPUS CHRISTI, LP

By: Covergent Broadcasting Texas, LLC,
Its General Partner

By: _____

Bruce Biette,
President and CEO

BIA DIGITAL PARTNERS LP

By: BIA Digital Partners LLC
Its: General Partner

By: _____

Gregg E. Johnson,
Member