STOCKHOLDERS AGREEMENT

OF

ACCESS.1 COMMUNICATIONS CORP.

Dated February 4, 2013

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STOCKHOLDERS AGREEMENT

OF

ACCESS.1 COMMUNICATIONS CORP.

STOCKHOLDERS AGREEMENT, dated February 4, 2013 and effective upon the closing of the restructuring of Access.1 Communications Corp., a Delaware corporation (the "Company") pursuant to the Restructuring Agreement (as defined below) (the "Effective Date") (as amended, modified, supplemented or restated from time to time, this "Agreement"), among the Company and each party identified on Schedule 1 hereto as a Stockholder (together with any other Person that becomes a party to this Agreement pursuant to the provisions hereof, the "Stockholders").

RECITALS

A. WHEREAS, pursuant to that certain Restructuring Agreement, dated as of February 4, 2013, by and among the Company and the other parties thereto (the "Restructuring Agreement"), the Company will issue 100,000 shares of Common Stock (as defined below) to the Stockholders on the terms and conditions set forth therein.

B. WHEREAS, pursuant to the Restructuring Agreement, the Company is required to enter into this Agreement to set forth the terms and conditions of ownership of its equity securities and the rights of certain holders thereof.

C. WHEREAS, the Stockholders and the Company desire to provide certain rights and obligations of the Stockholders with respect to the governance of the Company and the disposition of the Company's Shares (as defined below) as hereinafter provided.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

ARTICLE I
DEFINITIONS

Section 1.1 Certain Defined Terms.

"Affiliate" means, with respect to any Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such first Person.

"Applicable Percentage" means, with respect to any Stockholder or Stockholders as of any date, a percentage representing the number of Shares beneficially owned by such

Stockholder or Stockholders as of such date, divided by, as applicable, the aggregate number of Shares (i) then outstanding or (ii) beneficially owned by the applicable group of Stockholders.

"AURN" means American Urban Radio Networks, a Pennsylvania general partnership.

"beneficial owner" or "beneficially own" has the meaning given such term in Rule 13d-3 under the Exchange Act; provided, however, that for purposes of determining beneficial ownership, no Person shall be deemed to beneficially own any Security solely as a result of such Person's execution of this Agreement. Notwithstanding anything to the contrary set forth in this Agreement, no Stockholder shall be deemed to have agreed with any other Stockholder to act together for the purpose of acquiring, holding, voting or disposing of the Common Stock or to form a "group" (as such term is used in Rule 13d-5 under the Exchange Act), in each case solely as a result of the existence of this Agreement.

"Board of Directors" means the board of directors of the Company.

"Business Day" means any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by Law to be closed in the City of New York.

"By-Laws" means the Company's Amended and Restated By-Laws, as amended, modified, supplemented or restated from time to time.

"Certificate of Incorporation" means the Company's Third Amended and Restated Certificate of Incorporation, as amended, modified, supplemented or restated from time to time.

"Common Stock" means the capital stock of the Company designated as Common Stock, par value $0.01 per share.

"Confidential Information" means information that is not generally known to the public and that is used, developed or obtained by the Company or any of its Subsidiaries in connection with its business, concerning (i) the business or affairs of the Company (or its predecessors) or its Affiliates, (ii) products or services, (iii) fees, costs and pricing structures or other pricing information, (iv) designs, (v) analyses, (vi) drawings, photographs and reports, (vii) computer software, including operating systems, applications and program listings, (viii) flow charts, manuals and documentation, (ix) databases, (x) accounting and business methods, financial plans, business plans or business concepts, (xi) inventions, devices, new developments, methods and processes, whether patentable or unpatentable and whether or not reduced to practice, (xii) customers, clients and suppliers and customer, client or supplier lists or information, (xiii) other copyrightable works or intellectual property, (xiv) all production methods, processes, know-how, technology and trade secrets, and (xv) all similar and related information in whatever form.

"control", including the terms "controlled by" and "under common control with," means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting Securities, as trustee or executor, as general partner or managing member, by contract or otherwise, including

the ownership, directly or indirectly, of Securities having the power to elect a majority of the board of directors or similar body governing the affairs of such Person.

"Convertible Securities" means any rights, options or warrants to purchase Common Stock, and Securities of any type whatsoever that are, or may become, convertible into or exchangeable or exercisable for Common Stock.

"Encumbrance" means any direct or indirect encumbrance, lien, pledge, security interest, claim, charges, option, right of first refusal or offer, mortgage, deed of trust, easement, or any other restriction or third-party right, including restrictions on the right to vote equity interests, in each case, other than as created pursuant to this Agreement.

"Equity Compensation Plan" means the 2013 Equity Compensation Plan of the Company.

"Equity Value" means the Total Enterprise Value of the Company, minus the Net Debt.

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

"Excluded Securities" means (i) equity compensation grants to employees, consultants or directors pursuant to plans or other arrangements duly authorized by the Board of Directors not to exceed 10% of the Shares on a fully diluted basis in the aggregate, (ii) Common Stock issuable upon the exercise, exchange or conversion of Convertible Securities, (iii) Securities issued by the Company after the Effective Date to give effect to any stock dividend or distribution, stock split, reverse stock split, subdivision or combination or other similar pro rata recapitalization event, and (iv) Securities issued by the Company pursuant to a bona fide business acquisition by or of the Company, whether by merger, consolidation, sale of assets, sale or exchange of stock or in any other transaction duly approved by the Board of Directors, and to the extent necessary under applicable Law and this Agreement, the equity holders of the Company.

"Fair Market Value" of any Securities or other property, as the case may be, means the cash price that would be paid to acquire such Securities or other property in an arm's-length transaction.

"FCC" means the Federal Communications Commission and any successor governmental agency.

"FCC Act" means the Communications Act of 1934, as amended, and the rules, regulations and written policies promulgated thereunder.

"FCC Final Approval" means an action by the FCC (including any action duly taken by the FCC's staff pursuant to delegated authority) granting its consent to a proposed Transfer of Securities (i) where such action has not been vacated, reversed, enjoined, stayed, set aside, annulled or suspended; (ii) with respect to which action no timely appeal, request for stay or petition for rehearing, reconsideration or review by any party or by the FCC on its own motion

is pending; and (iii) as to which action the time for filing any such appeal, request, petition or similar document or for the reconsideration or review by any party or by the FCC on its own motion under the FCC Act, as amended, or the rules and regulations of the FCC has expired or otherwise terminated.

"FCC Limitation" means a material limitation on or impairment of any business activities or proposed business activities of the Company to which the Company would not otherwise be subject and which results from the application of Federal Communications Laws; provided that a Stockholder's ownership or acquisition of an attributable interest in a Media Property shall not be deemed to cause an FCC Limitation merely because, under Federal Communications Laws, such attributable interest may restrict or limit the Company from newly acquiring an attributable interest in another Media Property following the Effective Date, until and unless the Company has entered into a definitive agreement with a third party for the acquisition of an attributable interest in such other Media Property, at which time such restriction or limitation shall constitute an FCC Limitation.

"Federal Communications Laws" means any Law administered or enforced by the FCC, including, without limitation, the FCC Act, and regulations thereunder, pertaining to the ownership and/or operation or regulating the business activities (including but not limited to foreign and media ownership restrictions) of (x) any television or radio station, daily English-language newspaper, cable television system, multichannel video programming distributor or other medium of mass communications or (y) any provider of programming content to any such medium.

"Financing Agreement" means any agreement governing any Indebtedness of the Company.

"GAAP" means United States generally accepted accounting principles as in effect from time to time.

"Governmental Authority" means any United States or non-United States federal, national, supranational, state, provincial, local or similar government, governmental, regulatory or administrative authority, branch, agency or commission or any court, tribunal, or arbitral or judicial body.

"Guggenheim" means investment funds or vehicles managed by Guggenheim Partners Investment Management, LLC, Guggenheim Partners Asset Management, LLC, Guggenheim Capital, LLC or any of their respective Affiliates, successors or assigns.

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvement Act of 1976, as amended.

"Immediate Family" means any ancestor, descendant, sibling or spouse of a Stockholder, or any ancestor, descendant or sibling of the spouse of such Stockholder, or any custodian or trustee for the account or benefit of such person.

"Indebtedness" and its correlative meaning "Indebted," means, with respect to any Person, (i) all indebtedness of such Person, whether or not contingent, for borrowed money,

(ii) all obligations of such Person for the deferred purchase price of property or services outside the ordinary course of business, (ii) all obligations of such Person evidenced by notes, bonds, debentures or other similar debt instruments, (iv) all indebtedness created by or arising under any conditional sale or other title retention agreement with respect to property acquired by the applicable Person outside the ordinary course of business (even though the rights and remedies of such Person or lender under such agreement in the event of default are limited to repossession or sale of such property), (v) all obligations of such Person as lessee under leases that have been or should be, in accordance with GAAP, recorded as capital leases, (vi) all obligations, contingent or otherwise, of such Person under bankers' acceptance, letters of credit or similar arrangements, (vii) all obligations of such Person to purchase, redeem, retire, defease or otherwise acquire for value any capital stock of such Person, valued, in the case of redeemable preferred stock, at the greater of its voluntary or involuntary liquidation preference plus accrued and unpaid dividends, (viii) obligations of such Person upon which interest charges are customarily paid, (ix) all Indebtedness of others referred to in clauses (i) through (viii) above guaranteed by such Person through an agreement (A) to pay or purchase such Indebtedness or to advance or supply funds for the payment or purchase of such Indebtedness, or (B) otherwise to guarantee a creditor against loss, and (x) all Indebtedness referred to in clauses (i) through (viii) above secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Encumbrance on property (including accounts and contract rights) owned by such Person, even though such Person has not assumed or become liable for the payment of such Indebtedness.

"Independent Director" means a Director who qualifies as "independent" as reasonably determined by the Board of Directors.

"Law" means any statute, law, ordinance, regulation, rule, code, executive order, injunction, judgment, decree or order of any Governmental Authority.

"Lender Holders" means, collectively, Lenders or any of their Affiliates who are Stockholders.

"Lenders" means, collectively, the New Term A Lender and the New Term B Lenders.

"Loan Agreement" means that certain Third Amended and Restated Loan and Security Agreement by and among the Company and the lenders party thereto, as amended, modified, supplemented or restated from time to time.

"Losses" means any losses, liabilities, obligations, damages, penalties, actions, proceedings, judgments, suits, claims, costs, fees, expenses and disbursements (including, without limitation, reasonable attorney's fees and disbursements) of any kind.

"Major Stockholder" means any Stockholder that owns, of record, at least 30% of the outstanding Common Stock.

"Management Director Designee Holders" means Arthur Benjamin, Chesley Maddox-Dorsey and Adriane Gaines and their Permitted Transferees.

"Management Holder" means any Stockholder who is employed by the Company or any of its Subsidiaries.

"Maturity Date" shall have the meaning ascribed to such term in the Loan Agreement.

"Media Property" shall mean a Person that, directly or indirectly, holds an attributable interest in a radio or television broadcast license issued by the FCC (other than an FCC license held by the Company or its Affiliate on the Effective Date) or daily English-language newspaper.

"Net Debt" means the total outstanding Indebtedness of the Company and its Subsidiaries, minus the cash and cash equivalents (as defined under GAAP, as in effect on the Effective Date) of the Company and its Subsidiaries.

"New Securities" means all shares of stock of the Company (including Common Stock and any class of preferred stock) issued after the Effective Date.

"New Term A Lender" means Guggenheim Corporate Funding, LLC.

"New Term A Loan" means the Term A Loan made pursuant to the Loan Agreement.

"New Term B Lenders" means the lenders under the New Term B Loan.

"New Term B Loan" means the Term B Loans made pursuant to the Loan Agreement.

"Permitted Transferee" means:

(a) in the case of any Stockholder who is an individual, (i) a trust or estate planning-related entity for the sole benefit of such Stockholder and (ii) the Immediate Family of such Stockholder;

(b) in the case of any Stockholder that is a partnership, (i) its limited, special and general partners or their equivalents pursuant to a distribution by such partnership to its partners or equivalents, (ii) a liquidating trust for the benefit of the partners or equivalents of such partnership, (iii) provided that it is a receiver of such Stockholder, the U.S. Small Business Administration and (iv) any Affiliate of such Stockholder; and

(c) in the case of any Stockholder that is a corporation, company or limited liability company, (i) its shareholders or members, as the case may be, pursuant to a distribution by such Person to its shareholders or members, as the case may be, (ii) a liquidating trust for the benefit of the shareholders or members, as the case may be, of such Person, (iii) provided that it is a receiver of such Stockholder, the U.S. Small Business Administration and (iv) any Affiliate of such Stockholder.

"Person" means an individual, corporation, partnership, limited liability company, limited liability partnership, joint venture, syndicate, person, trust, association, organization or

other entity, including any Governmental Authority, and including any successor, by merger or otherwise, of any of the foregoing.

"Put Holder" means any Stockholder, other than a Lender Holder, as of the Effective Date.

"Qualifying Initial Public Offering" means any initial public offering of Securities by the Company for gross proceeds equal to or exceeding $50,000,000 on the New York Stock Exchange, NASDAQ or the American Stock Exchange.

"Regulatory Approval Process" means any filing, approval or waiting period required pursuant to either the HSR Act, the FCC Act or in compliance with any other applicable regulatory requirement.

"Related Agreements" means each of the agreements and organizational documents entered into in connection with the Restructuring Agreement, including the Certificate of Incorporation and the By-Laws.

"Sale of the Company" means any transaction involving the sale of the Company or all or substantially all of the assets or business of the Company to a Third Party, whether by merger, consolidation, reorganization, sale of equity or otherwise.

"Securities" means "securities" as defined in Section 2(1) of the Securities Act and includes, with respect to any Person, such Person's capital stock or other equity interest or any options, warrants or other securities that are directly or indirectly convertible into, or exercisable or exchangeable for, such Person's capital stock.

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"Shares" means shares of Common Stock and any New Securities obtained by any Stockholder pursuant to this Agreement.

"Stockholders" has the meaning given to it in the Preamble and shall include any other Person that becomes party to this Agreement pursuant to the provisions hereof.

"Subsidiary" means, with respect to any Person, any other Person controlled by such first Person, directly or indirectly, through one of more intermediaries.

"Third Party" means any Person other than a Stockholder.

"Total Enterprise Value" means the Fair Market Value of the Company and its Subsidiaries that a willing buyer would pay (including the assumption of any Indebtedness).

"Transfer" means, in respect of any Shares, property or other assets, any sale, assignment, hypothecation, lien, Encumbrance, transfer, distribution or other disposition thereof or of a participation therein, or other conveyance of legal or beneficial interest therein, including rights to vote and to receive dividends or other income with respect thereto, or any short position in a Security or any other action or position otherwise reducing risk related to ownership through

hedging or other derivative instruments, whether voluntarily or by operation of Law, or any agreement or commitment to do any of the foregoing.

"Transferee" means any Person that is a transferee of all or a portion of a Stockholder's Shares.

Section 1.2 Table of Definitions. The following terms have the meanings set forth in the Sections set forth below:

Definition	Location
Agreement	Preamble
Approved Business Plan	Schedule 3.6(a)
Appraised Value	Section 6.2(e)
Company	Preamble
Conflict	Section 3.7(a)
Co-Sale Exercise Notice	Section 5.6(a)
Co-Sale Non-Electing Shares	Section 5.6(c)
Co-Sale Notice	Section 5.6(a)
Co-Sale Participant	Section 5.6(a)
Co-Sale Period	Section 5.6(a)
Co-Sale Shares	Section 5.6(a)
Designee Termination Event	Section 3.2(c)
Director	Section 3.2(a)
Drag Transaction	Section 5.7(b)
Drag-Along Notice	Section 5.7(c)
Drag-Along Participant	Section 5.7(a)
Drag-Along Transferring Stockholder(s)	Section 5.7(a)
Effective Date	Preamble
Electing Put Offering Participant	Section 6.2(f)
First Appraisal	Section 6.2(a)
First Appraisal Notice	Section 6.2(a)
First Appraiser	Section 6.2(a)
First Put Exercise Notice	Section 6.2(b)
First Put Option	Section 6.2(b)
Guaranty	Schedule 3.6(a)
Issuance Notice	Section 6.1(b)
Jointly Chosen Director	Section 3.2(a)(iv)(A)
Jointly Chosen Director Designation Date	Section 3.2(a)(iv)(A)
Lenders	Section 7.22
Management Director Designation End Date	Section 3.2(a)(iii)(A)
Management Director	Section 3.2(a)(iii)(A)
Offered Shares	Section 5.5(a)
Offering Stockholder	Section 5.5(a)
Participating Put Holder	Section 6.2(e)
Permitted ROFO Transfer	Section 5.5(e)
Proposed Offer	Section 5.5(b)

Definition	Location
Prospective Transferee	Section 5.8
Proxy	Section 6.2(i)
Purchasing Holder	Section 6.1(f)
Put Offering Participant	Section 6.2(f)
Put Period	Section 6.2(e)
Put-Related Company Sale	Section 6.2(h)
Put-Related Offering	Section 6.2(f)
Put-Related Offering Shares	Section 6.2(f)
Put Shares	Section 6.2(e)
Representatives	Section 6.6(a)
Restructuring Agreement	Recitals
Right of First Offer	Section 5.5(b)
ROFO Acceptance Notice	Section 5.5(c)
ROFO Acceptance Period	Section 5.5(c)
ROFO Notice	Section 5.5(a)
ROFO Offerees	Section 5.5(b)
Second Appraisal	Section 6.2(c)
Second Appraisal Date	Section 6.2(c)
Second Appraisal Notice	Section 6.2(c)
Second Appraiser	Section 6.2(a)
Second Put Exercise Notice	Section 6.2(d)
Second Put Option	Section 6.2(d)
Stockholders	Preamble
Subscription Notice	Section 6.1(c)
Term	Section 6.2(i)
Transferring Stockholder(s)	Section 5.6(a)
Unsubscribed Securities	Section 6.1(c)

ARTICLE II
REPRESENTATIONS AND WARRANTIES OF THE STOCKHOLDERS

Each Stockholder, severally but not jointly, represents and warrants to the Company and each other Stockholder, as of the date hereof and as of any other date that such Stockholder acquires Shares (including pursuant to the transaction by which it becomes a Stockholder), as follows:

Section 2.1 Organization and Qualification. If such Stockholder is not a natural person, such Stockholder is duly incorporated or organized, validly existing and in good standing under the Laws of the jurisdiction of its incorporation or organization and has all necessary power and authority to own, lease and operate its properties and to carry on its business as it is now being conducted.

Section 2.2 Authority. If such Stockholder is not a natural person, such Stockholder has all necessary corporate, limited liability company, partnership or other such power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. If such Stockholder is not a natural person, the execution, delivery and performance by such Stockholder of this Agreement and the consummation by such Stockholder of the transactions contemplated hereby have been duly and validly authorized by all requisite action on its part. This Agreement has been duly executed and delivered by such Stockholder and constitutes the legal, valid and binding obligation of such Stockholder, enforceable against such Stockholder in accordance with its terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally and by general principles of equity (regardless of whether considered in a proceeding in equity or at law).

Section 2.3 No Conflict. The execution, delivery and performance by such Stockholder of this Agreement do not and will not (a) if such Stockholder is not a natural person, conflict with or violate its certificate of incorporation or bylaws or equivalent organizational documents, if applicable, (b) conflict with or violate any Law applicable to such Stockholder or by which any property or asset of such Stockholder is bound or affected or (c) result in any breach of, constitute a default (or an event that, with notice or lapse of time or both, would become a default) under, or require any consent of any Person pursuant to, or give to any Person any rights pursuant to, any contract, agreement or arrangement to which such Stockholder is a party or to which it or any of its properties or assets are bound, except, in the case of the foregoing clauses (b) or (c), for any such conflicts, violations, breaches, defaults or other occurrences that would not prevent or hinder the performance of the actions contemplated by this Agreement.

Section 2.4 Governmental Consents and Approvals. Such Stockholder is not required to file, seek or obtain any notice, authorization, approval, order, permit or consent of or with any Governmental Authority in connection with the execution, delivery and performance by such Stockholder of this Agreement or the consummation of the transactions contemplated hereby,

except for any filings required to be made pursuant to a Regulatory Approval Process as set forth in the Restructuring Agreement.

Section 2.5 Securities Representations. Such Stockholder represents and agrees that the Shares to be acquired pursuant to the Restructuring Agreement and the Shares acquired at any future date hereto will be acquired for such Stockholder's own account, for investment, and not with a view to the distribution or resale thereof. Such Stockholder further represents that he, she or it has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of acquiring the Shares. Such Stockholder understands that the Shares have not been registered under the Securities Act or any state or other securities Laws, and cannot be sold, assigned, Transferred, pledged or otherwise disposed of unless so registered under the Securities Act and applicable state or other securities Laws or unless an exemption from the registration requirements thereof is available.

ARTICLE III
GOVERNANCE

Section 3.1 Agreement to Vote; Duration. Each Stockholder agrees to vote all of its Shares, and the Company agrees to take all necessary measures in its control, in order to carry out the agreements set forth in this ARTICLE III, and to prevent any action by the Company's Stockholders that is inconsistent with such agreements.

Section 3.2 Board of Directors.

(a) The total number of directors (each, a "Director") on the Board of Directors shall be five, of whom:

(i) prior to the Management Director Designation End Date, Lender Holders (as determined by the majority in interests of Lender Holders) shall:

(A) have the right to designate three provided Lender Holders, collectively with their Affiliates, hold at least 30% of the Common Stock,

(B) have the right to designate two provided Lender Holders, collectively with their Affiliates, hold less than 30% but at least 20% of the Common Stock,

(C) have the right to designate one provided Lender Holders, collectively with their Affiliates, hold less than 20% but at least 10% of the Common Stock,

(D) have the right to designate none if Lender Holders, collectively with their Affiliates, hold less than 10% of the Common Stock;

(ii) subsequent to the Management Director Designation End Date, Lender Holders (as determined by the majority in interests of Lender Holders) shall:

(A) have the right to designate four provided Lender Holders, collectively with their Affiliates, hold at least 40% of the Common Stock,

(B) have the right to designate three provided Lender Holders, collectively with their Affiliates, hold less than 40% but at least 30% of the Common Stock,

(C) have the right to designate two provided Lender Holders, collectively with their Affiliates, hold less than 30% but at least 20% of the Common Stock,

(D) have the right to designate one provided Lender Holders, collectively with their Affiliates, hold less than 20% but at least 10% of the Common Stock,

(E) have the right to designate none if Lender Holders, collectively with their Affiliates, hold less than 10% of the Common Stock;

(iii) Management Director Designee Holders shall:

(A) have the right to designate (as determined by the majority in interests of the Management Director Designee Holders) one (the "Management Director") until the earlier of the second anniversary of this Agreement or the date on which Management Director Designee Holders have Transferred (other than to Permitted Transferees) more than a majority of the Common Stock owned by them (in the aggregate) as of the Effective Date (such earlier date, the "Management Director Designation End Date"),

(B) have the right to designate none after the Management Director Designation End Date;

(iv) by agreement, Lender Holders (as determined by the majority in interests of Lender Holders) and prior to the Management Director Designation End Date, the Management Director, and subsequent to the Management Director Designation End Date, the Put Holders (as determined by the majority in interests of Put Holders) shall:

(A) have the right to designate one (the "Jointly Chosen Director") until the Put Holders have Transferred (other than to Permitted Transferees) more than a majority of the Common Stock owned by them (in the aggregate) as of the Effective Date (the "Jointly Chosen Director Designation End Date"). The initial Jointly Chosen Director shall be determined by agreement, by the Lender Holders (as determined by the majority in interest of Lender Holders) and the Management Director. Upon the date when the initial Jointly Chosen Director no longer serves as a Jointly Chosen Director, the Management Director or the Put Holders, as applicable, shall select the Jointly Chosen Director and such designee shall be designated unless Lender Holders, within ten (10) days of receiving notice of such designee, notify the Management Director or the Put Holders, as applicable, that Lender Holders reject such designee. Lender Holders shall then select a designee for the Jointly Chosen Director and such designee shall be designated unless the Management Director or the Put Holders, as applicable, within ten (10) days of receiving notice of Lender Holders' designee, notify Lender Holders that the Management Director or the Put Holders, as applicable, reject such designee. Following a rejection of Lender Holders' designee by the Management Director or the Put Holders, as applicable, the Jointly Chosen Director seat shall remain vacant until such time that Management Director or the Put Holders, as applicable, and Lender Holders have agreed on a mutually acceptable designee for the Jointly Chosen Director.

(B) have the right to designate none after the Jointly Chosen Director Designation End Date; provided, however, that nothing in this Section 3.2(a)(iv)(B) shall be deemed to affect Lender Holders' right to designate Directors pursuant to Section 3.2(a)(i) or (ii), or Management Director Designee Holders' right to designate a Director pursuant to Section 3.2(a)(iii), as applicable.

(b) A majority of the Directors shall select a Chairman of the Board who shall preside over meetings of the Board of Directors.

(c) Notwithstanding anything to the contrary contained herein, (A) if Lender Holders cease to beneficially own the minimum requisite percentage of the issued and outstanding Common Stock, whether as a result of dilution, Transfer or otherwise, to designate a Director, or (B) upon the Management Director Designation End Date, or (C) upon the Jointly Chosen Director Designation End Date, the respective right to designate Directors by the Lender Holders under Sections 3.2(a)(i) or (a)(ii), or by the Management Director Designee Holders under Section 3.2(a)(iii), or by the Lender Holders and the Management Director or the Put Holders, as applicable, under Section 3.2(a)(iv), as applicable, shall terminate automatically (a "Designee Termination Event"). Lender Holders, Management Director Designee Holders, the Management Director and the Put Holders shall cause its designee or designees, as applicable, to execute and deliver a resignation, substantially in the form attached hereto as Annex C, prior to becoming a Director which shall be irrevocable and shall be effective with respect to the Company and any Subsidiaries for which such designee serves as a director or in a similar capacity automatically upon the occurrence of an applicable Designee Termination Event and shall not permit any such designee or designees to revoke any such resignation. Except as otherwise provided in this Agreement (including this Section 3.2 and Section 3.5), Directors shall be designated as set forth in the By-Laws. Any change in the composition of the Board of Directors authorized herein that requires the prior approval of the FCC shall not be effectuated prior to receipt of such initial FCC consent.

(d) The Company shall maintain indemnification rights for the Directors against liability to the Company and its Stockholders to the fullest extent permitted under Delaware Law. The Company shall reimburse each Director for all necessary and proper out-of-pocket costs and expenses (including reasonable travel, lodging and meal expenses) incurred in connection with each Director's attendance and participation at meetings of the Board of Directors (or board of directors or equivalent governing body of any of its Subsidiaries) or any committees thereof, to the extent not otherwise reimbursed by the Company or any of its Subsidiaries by virtue of the status of such Director as an employee of the Company or any of its Subsidiaries.

Section 3.3 Quorum. At all meetings of the Directors at which a majority of the total number of Directors and at least two of the Directors designated solely by the Lender Holders (or if fewer than two Directors are appointed by Lender Holders pursuant to Sections 3.2(a)(i) or Section 3.2(a)(ii), all, if any, such Directors) are present, a quorum shall be constituted for the transaction of business. A quorum must exist at all times of a meeting, including the reconvening of any meeting that has been adjourned, for any action taken at such meeting to be valid. Except as otherwise specified in this Agreement, including, without limitation, Section

3.6, all decisions of the Board of Directors shall be taken by a majority of the Directors present at a meeting at which a quorum exists for such decision or action to be valid.

Section 3.4 Designation and Election of Directors. The Stockholders' initial designees for the Board of Directors shall be as set forth on Schedule 3.4 hereto. At least 20 days before giving notice of any meeting at which directors are to be elected, the Company shall provide prior notice to any Stockholder who has the right to designate a Director or Directors and such Stockholder shall provide to the Company, within 10 days of receiving such prior notice, the name of such Stockholder's designee(s); provided, that if the Stockholders have not made such designations within such 10-day period, the existing designees shall be deemed to be the new designees, and the Board of Directors shall be elected at such meeting or, provided it is permitted under the By-Laws, by written consent in accordance herewith.

Section 3.5 Term; Removal; Vacancies. The designees designated in accordance with Section 3.2 and Section 3.4 will be elected as Directors at any annual or special meeting of the Stockholders (or by written consent in lieu of a meeting of the Stockholders) and will serve until the next annual meeting of the Stockholders (or written consent of the Stockholders in lieu of such meeting) or until their earlier death, disability, resignation, termination or other removal. No such Director may be removed without the consent of the Person or Persons who designated such individual in accordance with Section 3.2 and Section 3.4. A Director may only be removed at the direction of the Person or Persons that designated such Director and who may remove such Director with or without cause, and the vacancy created by any former Director may only be filled by a designee of the Person or Persons that designated such former Director; provided, that, if any Person or Persons lose the right to appoint a designee to the Board, the resulting vacancy shall be filled as set forth below. For the avoidance of doubt, the Jointly Chosen Director may be removed by the Lender Holders (as determined by the majority in interests of Lender Holders) in their sole discretion, in which case the new Jointly Chosen Director will be appointed as soon as practicable according to Section 3.2(a)(iv)(A). Each Stockholder agrees to vote all of its Shares and to take all other necessary or desirable actions within its control (including attendance at meetings in person or by proxy for purposes of obtaining a quorum and, provided it is permitted under the By-Laws, execution of written consents in lieu of meetings), and the Company will, as promptly as practicable, take all necessary and desirable actions within its control (including calling special meetings of the Board of Directors and the Stockholders), so that each Director shall be removed, and the vacancy created by such removal shall be filled as directed by the Person or Persons entitled to designate such Director. Upon a vacancy or vacancies created by a Designee Termination Event, subject to the receipt of any required prior initial FCC consent, the remaining Directors shall designate the replacement(s) for such Director(s), other than the Jointly Chosen Director, who will serve until the next annual meeting of the Stockholders; provided, however, that upon the Management Director Designation End Date, the replacement for the Management Director shall, in accordance with Section 3.2(a)(ii), be designated by Lender Holders (as determined by the majority in interest of Lender Holders). Subject to the foregoing, in the event a vacancy is created on the Board by reason of the death, disability, resignation or removal of any Director, each of the Stockholders hereby agrees that such vacancy shall be filled in accordance with the procedures set forth in this Section 3.5. The Company and the Stockholders shall fill any vacancies on the Board in accordance with this Section 3.5 as soon as practicable following the date on which such vacancy is created.

Section 3.6 Approval Required. Subject to the provisions of this Agreement (including Section 6.2 hereof) and the Certificate of Incorporation (including Section 8.1(c) thereof), (a) without the prior written approval of each Major Stockholder, the Board of Directors shall not allow the Company to, and shall not permit any of its Subsidiaries to, take or omit to take, as applicable, or agree to take or to omit to take, as applicable, directly or indirectly, any of the actions specified in Schedule 3.6(a) and (b) without the prior approval of a majority of the Directors, including the Management Director and the Jointly Chosen Director, prior to the Management Director Designation End Date, the Board of Directors shall not, shall not permit the Company to, and shall not permit any of its Subsidiaries to, take or omit to take, as applicable, or agree to take or to omit to take, as applicable, directly or indirectly, any of the actions specified in Schedule 3.6(b).

Section 3.7 Conflict of Interest; Confidentiality.

(a) Each Director, based on his or her knowledge and reasonable judgment at such time, shall disclose to the Board of Directors any actual, apparent, or potential financial interest, competitive interest, or other conflict of interest ("Conflict") such Director has in any matter or transaction presented for information, consideration or approval of the Board of Directors immediately upon becoming aware of such Conflict, unless the nature and extent of such Conflict are known or readily apparent to the Board of Directors. No Director shall be liable to the Company or the Stockholders if such Conflict has been disclosed to the Board of Directors and such Director has complied with any agreement between such Director and the Board of Directors as to resolution or avoidance of such Conflict.

(b) Except as otherwise provided in this Agreement, no Director shall be disqualified from voting on, or shall be required to remove himself or herself from, the consideration of or voting on, any matter by reason of such Director's or any related Person's interest in such matter (it being understood that in approving or disapproving any matter, a Director may act to protect the interest of such Director or a related Person, as a Director or in any other capacity), so long as such Director disclosed such interest to, or such interest is reasonably apparent to, the other Directors.

(c) Each Director shall be bound by the confidentiality obligations contained in Section 6.6. Any breach of such obligations shall be grounds for removal from the Board of Directors, in addition to any other remedies available to the Company at law or in equity. The Company may require individual Directors to enter into agreements with the Company in accordance with this Agreement as a condition to serving on the Board of Directors.

Section 3.8 Mirror Boards. Each Subsidiary's board of directors, board of managers or similar governing body shall have the same number and shall be comprised of the same membership as the Board of Directors, and the Company and the Stockholders shall take all actions required to effect such composition of the Subsidiaries' boards. Any change in the Board of Directors will be reflected in the board of directors, board of managers or similar governing body of each of the Subsidiaries, and the Company and the Stockholders shall take all actions required to effect such change.

ARTICLE IV
CAPITALIZATION; STATUS

Section 4.1 Initial Capitalization.

(a) As of the Effective Date, each Stockholder shall own the number of Shares set forth opposite such Stockholder's name on Schedule 1 hereto.

(b) The Secretary of the Company shall amend Schedule 1 from time to time to reflect the issuance of additional Shares to any Stockholder or Transfer of any Shares to another Stockholder or any other Person, but only if such Transfer is made in accordance with the provisions of this Agreement.

Section 4.2 Status.

(a) Notwithstanding anything stated to the contrary herein, it is the intent and desire of the parties that the Company be organized and operated as a corporation and that Stockholders of the Company have no fiduciary duties or other obligations to one another in their respective capacities as Stockholders.

(b) No Stockholder shall be required to lend any funds to the Company in its capacity as a Stockholder. Notwithstanding any other provision in this Agreement, the obligations of the Stockholders hereunder shall not be, and shall not be deemed to be, a guaranty, maintenance agreement or other similar agreement, or under any circumstances utilized to satisfy the general obligations and liabilities of the Company.

ARTICLE V
RESTRICTIONS ON TRANSFER

Section 5.1 Legends.

(a) The Company shall affix to each certificate evidencing the Shares and all other shares of Common Stock subject to the provisions set forth herein, as appropriate, a legend in substantially the following form:

> "THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO THE PROVISIONS OF THE THIRD AMENDED AND RESTATED CERTIFICATE OF INCORPORATION OF ACCESS.1 COMMUNICATIONS CORP. (THE "CORPORATION"), AS IT MAY BE AMENDED FROM TIME TO TIME, AND A STOCKHOLDERS AGREEMENT OF THE CORPORATION, DATED AS OF FEBRUARY 4, 2013 AS IT MAY BE AMENDED FROM TIME TO TIME, INCLUDING CERTAIN RESTRICTIONS ON TRANSFER SET FORTH THEREIN. A COPY OF SUCH AGREEMENT IS ON FILE AT THE PRINCIPAL EXECUTIVE OFFICES OF THE CORPORATION.
>
> THE SHARES ARE NOT REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT"), OR UNDER ANY STATE OR

FOREIGN SECURITIES LAWS, IN RELIANCE UPON APPLICABLE EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE 1933 ACT AND SUCH STATE AND FOREIGN SECURITIES LAWS. THE SHARES HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO DISTRIBUTION OR RESALE. THE SHARES MAY NOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF UNLESS REGISTERED UNDER THE 1933 ACT AND ANY APPLICABLE STATE AND FOREIGN SECURITIES LAWS, OR UNTIL THE CORPORATION IS SATISFIED THAT THE REGISTRATION OF SUCH SALE, TRANSFER OR OTHER DISPOSITION IS NOT REQUIRED UNDER THE 1933 ACT AND ANY APPLICABLE STATE AND FOREIGN SECURITIES LAWS BECAUSE OF AVAILABLE EXEMPTIONS FROM SUCH REGISTRATION REQUIREMENTS."

(b) In addition, for so long as the Board determines that the Transfer restrictions set forth in Section 5.3(c) apply, each certificate representing Shares shall be endorsed by the Corporation with a legend reading substantially as follows:

"THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO CERTAIN FCC-RELATED RESTRICTIONS ON TRANSFER AND OWNERSHIP PURSUANT TO THE CORPORATION'S CERTIFICATE OF INCORPORATION (A COPY OF WHICH MAY BE OBTAINED FROM THE CORPORATION UPON WRITTEN REQUEST)."

Section 5.2 Loss or Destruction of Share Certificates. In case of loss or destruction of a certificate representing Shares or any other shares of Common Stock, no new certificate shall be issued in lieu thereof except upon satisfactory proof to the Company of such loss or destruction, and, if the Board determines appropriate, upon the giving to the Company of satisfactory security against loss by bond or otherwise. Any such new certificate shall be plainly marked "Duplicate" upon its face.

Section 5.3 Certain Restrictions on Transfer or Encumbrance.

(a) The provisions of this ARTICLE V shall apply to all Shares now owned or hereafter acquired by any Stockholder and any Shares hereafter acquired by any Person, including Shares acquired by reason of original issuance, dividend, distribution, exchange, conversion and acquisition of outstanding Shares from another Person.

(b) Subject to Section 5.3(c), Stockholders shall be permitted to, after complying with the provisions of this ARTICLE V (including Section 5.8) and, if applicable, the Certificate of Incorporation and all applicable federal and state securities Laws, make or solicit any Transfer of any Shares beneficially owned by such Stockholder.

(c) In addition to any restrictions set forth in the Certificate of Incorporation, the By-Laws and this Agreement, notwithstanding anything to the contrary in this Agreement: (i) no Stockholder shall Transfer all or any portion of its Shares and (ii) no direct or indirect beneficial holder of any Shares of any Stockholder shall Transfer all or any portion of such direct

or indirect beneficial ownership interests unless (A) all FCC approvals, including any FCC Final Approval required in connection with such Transfer have been obtained and (B) the Transfer would not result in (y) foreign ownership attribution that, individually or when aggregated with the total foreign ownership attributable to the Company, would exceed the limitations set forth in Section 310(b) of the FCC Act or (z) prohibited multiple or cross-ownership by the Company or Stockholder under the FCC Act, including, but not limited to, 47 C.F.R. Section 73.3555 of the FCC's rules.

(d) The Company shall not issue any Shares to any Person that is not, or does not become upon such issuance, a party to this Agreement in accordance with Section 5.8.

(e) The Stockholders understand and acknowledge that the Certificate of Incorporation contains certain limitations and restrictions on the ownership and Transfer of the Shares related to Federal Communications Laws. Each Stockholder hereby acknowledges and agrees that it is subject to, and bound by, such limitations and restrictions.

Section 5.4 Improper Transfer or Encumbrance.

(a) Any attempt not in compliance with this Agreement and the Federal Communications Laws to make any Transfer of all or any portion of a Stockholder's Shares shall not be permitted and shall be null and void and of no force and effect, the purported Transferee shall have no rights or privileges in or with respect to the Company (including any voting rights), and the Company shall not give any effect in the Company's records to such attempted Transfer and shall suspend those rights of stock ownership the exercise of which results in such non-compliance.

(b) In the case of a Transfer or attempted Transfer of any Shares contrary to the provisions of this Agreement and the Federal Communications Laws, the parties engaging or attempting to engage in such Transfer shall indemnify and hold harmless the Company and each of the Stockholders from all Losses that such Persons may incur (including, without limitation, incremental tax liability and lawyers' fees and expenses) in enforcing the provisions of this Agreement.

Section 5.5 Rights of First Offer.

(a) If a Stockholder (the "Offering Stockholder") wishes to effect a Transfer of any of its Shares or Convertible Securities to a Third Party (other than to a Permitted Transferee), then such Offering Stockholder shall first deliver a written notice (the "ROFO Notice") to the Company and the other Stockholders (the "ROFO Offerees"). Such ROFO Notice shall disclose the number of Shares or units of Convertible Securities proposed to be Transferred (the "Offered Shares") and the material terms of any offer the Offering Stockholder has received or is contemplating, if applicable, including, without limitation the purchase price and form of consideration.

(b) Each ROFO Offeree shall have the right (the "Right of First Offer") to provide the Offering Stockholder, within 10 Business Days after the date of the delivery of the ROFO Notice, with an irrevocable written offer to acquire all or a portion of the Offered Shares,

upon the price, terms and conditions on which such ROFO Offeree is willing to purchase the Offered Shares (the "Proposed Offer").

(c) The Offering Stockholder, in its sole discretion, may elect to accept any Proposed Offer by delivering an irrevocable written notice of acceptance (the "ROFO Acceptance Notice") to the ROFO Offerees within 10 Business Days after the date of the ROFO Notice (the "ROFO Acceptance Period"), provided that (i) if such Offering Stockholder receives a Proposed Offer from more than one ROFO Offeree, such Offering Stockholder may only accept the Proposed Offer with the most favorable terms and conditions (including price) in its reasonable discretion; and (ii) if such Offering Stockholder receives Proposed Offers with equivalent terms (including price and other terms and conditions) from the ROFO Offerees and elects to accept one of such Proposed Offers, such Offering Stockholder shall accept all such Proposed Offers with equivalent terms, and the Offered Shares shall be allocated to such ROFO Offerees pro rata based on their Applicable Percentage.

(d) The ROFO Offerees purchasing the Offered Shares pursuant to this Section 5.5 shall be entitled to require the Offering Stockholder to provide representations and warranties regarding (i) its power, authority and legal capacity to enter into such Transfer of the Offered Shares; (ii) valid right, title and interest in such Offered Shares and the Offering Stockholder's ownership of such Offered Shares; (iii) the absence of any Encumbrances on such Offered Shares; and (iv) the absence of any violation, default or acceleration of any agreement or instrument pursuant to which such Offering Stockholder or the assets of such Offering Stockholder are bound as the result of such sale.

(e) Subject to Section 5.6, after the termination of the ROFO Acceptance Period, the Offering Stockholder, during the 60-day period following the ROFO Acceptance Period or the 120-day period (or longer, if required by a Regulatory Approval Process) following the ROFO Acceptance Period if the Offering Stockholder has entered into an agreement to Transfer during the 60 days following the ROFO Acceptance Period, may Transfer the Offered Shares at and upon the price and other material terms and conditions that are more favorable to the Offering Stockholder in its reasonable discretion than the most favorable Proposed Offer that the Offering Stockholder received (such Transfer, the "Permitted ROFO Transfer"). If the Offering Stockholder has not consummated a Permitted ROFO Transfer within such 60-day period or 120-day period (or longer, if required by a Regulatory Approval Process), as applicable, the Offering Stockholder shall not thereafter Transfer any Shares or Convertible Securities (including such Offered Shares), whether pursuant to a Proposed Offer or otherwise, without first providing a new ROFO Notice to the ROFO Offerees in the manner provided above, and such proposed Transfer shall again be subject to the requirements of this Section 5.5. Notwithstanding anything in this Agreement to the contrary, the Offering Stockholder shall not Transfer any Shares or Convertible Securities (including such Offered Shares) (i) before obtaining any required prior initial FCC consent and (ii) if the Company would become subject to an FCC Limitation as a result of such Transfer or if such Transfer would violate any of the Federal Communications Laws.

(f) Upon the closing of the sale of the Offered Shares pursuant to this Section 5.5, the Offering Stockholder shall deliver at such closing, against payment of the purchase price therefor, certificates representing those Offered Shares to be sold, duly endorsed for Transfer or

accompanied by duly endorsed stock powers, and evidence of the absence of Encumbrances with respect thereto (which can be reflected in a certification from the Offering Stockholder representing among other things, the absence of such Encumbrances) and of such other matters as are deemed reasonably necessary by the Company for the proper Transfer of such Offered Shares on the books of the Company.

(g) Notwithstanding anything to the contrary in this Agreement, this Section 5.5 shall not apply to (i) Transfers to Permitted Transferees, other than the requirement to obtain any required initial FCC consent prior to such Transfer, (ii) Transfers of Shares made by Drag-Along Participants (but, for the avoidance of doubt, it shall apply to the Drag-Along Transferring Stockholder(s)), (iii) Transfers of Shares made by Co-Sale Participants pursuant to the exercise of their co-sale rights under Section 5.6 or (iv) Transfers of Shares pursuant to Section 6.2.

Section 5.6 Right of Co-Sale on Transfers by Stockholder.

(a) If at any time one or more Stockholders (collectively, the "Transferring Stockholder(s)") propose to Transfer Shares representing more than 50% of the Shares then outstanding (as permitted under this ARTICLE V) to a Third Party (other than to Permitted Transferees) in any transaction or series of related transactions (whether for cash, Securities or a combination of both), each other Stockholder (a "Co-Sale Participant") shall have the right to participate in the Transfer in the manner set forth in this Section 5.6. At least 30 days prior the proposed date of any such Transfer, the Transferring Stockholder(s) shall deliver to the Company and each Co-Sale Participant a notice (the "Co-Sale Notice") stating (i) the name of the proposed Transferee, (ii) the number of Shares proposed to be Transferred (the "Co-Sale Shares"), (iii) the form and amount of consideration to be paid by the Transferee for the Co-Sale Shares and (iv) the other material terms and conditions of the proposed Transfer, including the proposed Transfer date. Such notice shall be accompanied by a written offer from the proposed Transferee to purchase the Co-Sale Shares. Each Co-Sale Participant may Transfer to the proposed Transferee identified in the Co-Sale Notice such Co-Sale Participant's pro rata portion, calculated in accordance with Section 5.6(c) and determined as of the date of such Co-Sale Notice, of the Co-Sale Shares by giving written notice (a "Co-Sale Exercise Notice") to the Transferring Stockholder(s) and the Company within the 30 day period after the delivery of the Co-Sale Notice (the "Co-Sale Period"), which notice shall state that such Co-Sale Participant elects to exercise its rights of co-sale under this Section 5.6 and shall state the maximum number of Shares sought to be Transferred, including the number of such Shares it would Transfer if one or more Stockholders do not elect to exercise their Co-Sale Rights.

(b) The consideration to be received by each Co-Sale Participant in the transaction contemplated by Section 5.6(a) shall be the same form and amount of consideration per Share to be received by the Transferring Stockholder(s), and the terms and conditions of such sale shall be the same as those upon which the Transferring Stockholder(s) sells its Shares. If any Stockholders are given an option as to the form and amount of consideration to be received, all Co-Sale Participants will be given the same option.

(c) Each Co-Sale Participant's pro rata portion of the Co-Sale Shares shall be equal to the product of (i) the number of Co-Sale Shares and (ii) a fraction, the numerator of

which is the number of Shares beneficially owned by such Co-Sale Participant and the denominator of which is the aggregate number of Shares beneficially owned by all Co-Sale Participants and the Transferring Stockholder(s) as of such date. In the event any Stockholder does not elect to exercise its co-sale rights (the Shares that such Stockholder could have sold in the exercise of its co-sale rights, the "Co-Sale Non-Electing Shares"), the Co-Sale Participants shall be entitled to sell additional Shares equal in the aggregate to the number of Co-Sale Non-Electing Shares, pro rata in accordance with the respective number of Shares held by each Co-Sale Participant, up to the maximum number of Shares elected for sale by the respective Co-Sale Participant as set forth in its Co-Sale Exercise Notice. The proposed Transferee shall not be obligated to purchase a number of Shares exceeding that set forth in the Co-Sale Notice and in the event such Transferee elects to purchase less than all of the additional Shares sought to be Transferred by the Co-Sale Participants, the number of Shares to be Transferred by the Transferring Stockholder(s) and each such Co-Sale Participant shall be reduced on a pro rata basis. The Company shall, within five days after the expiration of the Co-Sale Period, notify each Co-Sale Participant that has elected to exercise its rights of co-sale hereunder as to the number of Shares of such Co-Sale Participant to be included in the sale pursuant to the above allocation.

(d) At least 10 days prior to the anticipated consummation of the proposed Transfer of the Co-Sale Shares, each Co-Sale Participant shall deliver to the Company to hold in escrow pending transfer of the consideration in respect thereof and the consummation of the Transfer of the Co-Sale Shares, in accordance with the agreed terms and conditions of such Transfer, (i) certificates representing the Shares to be Transferred by such Co-Sale Participant, duly endorsed for Transfer or accompanied by stock powers duly executed in blank or in favor of the applicable purchaser and (ii) a limited power-of-attorney authorizing the Company to take all actions necessary to Transfer such Securities in such proposed Transfer of the Co-Sale Shares. At such closing, the purchaser shall remit directly to each Co-Sale Participant, by wire transfer if applicable, if available and if requested by such Co-Sale Participant, the consideration for such Co-Sale Participant's Shares sold pursuant thereto. In connection with the transaction contemplated by this Section 5.6, each Co-Sale Participant will agree to make the same customary representations, covenants, indemnities and agreements as the Transferring Stockholder(s) so long as they are made severally and not jointly and the liabilities thereunder are borne on a pro rata basis based on the consideration to be received by each Stockholder, not to exceed such Co-Sale Participant's proceeds from the sale; provided, that any representation made by a Co-Sale Participant shall relate only to such Co-Sale Participant and its Shares.

(e) The closing of the sale of the Shares owned by the Transferring Stockholder(s) and all Co-Sale Participants who have elected to sell Shares shall be held at one time at such place and on such date as determined by the Transferring Stockholder(s) and the proposed purchaser, but in no event later than the 60-day period following the expiration of the Co-Sale Period or 120 day-period (or longer, if required by a Regulatory Approval Process) if the Transferring Stockholder has entered into an agreement to Transfer during the 60 days following the Co-Sale Period. In the event that a Transferring Stockholder(s) shall not have Transferred the Co-Sale Shares within the 60-day period following the expiration of the Co-Sale Period or 120 day-period (or longer, if required by a Regulatory Approval Process) if the Transferring Stockholder has entered into an agreement to Transfer during the 60-day period following the expiration of the Co-Sale Period, then the provisions of this ARTICLE V shall

again apply, the Company shall return to the Co-Sale Participants the Share certificates, stock powers and limited powers of attorney delivered pursuant to Section 5.6(d) and such Transferring Stockholder(s) shall not thereafter Transfer or offer to Transfer such Shares, other than to such Stockholder's Permitted Transferees, without again complying with this ARTICLE V. Notwithstanding anything in this Agreement to the contrary, the Transferring Stockholder(s) shall not Transfer any Shares or Co-Sale Shares (i) before obtaining any required prior initial FCC consent and (ii) if the Company would become subject to an FCC Limitation as a result of such Transfer or if such Transfer would violate any of the Federal Communications Laws.

Section 5.7 Drag-Along Right.

(a) If at any time beginning after two years from the Effective Date, one or more Stockholders (collectively, the "Drag-Along Transferring Stockholder(s)") propose to Transfer Shares representing more than 50% of the Shares then outstanding (as permitted under this ARTICLE V) to an unaffiliated Third Party (other than to a Permitted Transferee of a Drag-Along Transferring Stockholder) in a single transaction or a series of related transactions (whether for cash, Securities or a combination of both), then if requested by the Drag-Along Transferring Stockholder(s), each other Stockholder (a "Drag-Along Participant") shall be required to sell the same percentage of the Shares held by it as being sold by the Drag-Along Transferring Stockholder(s).

(b) The consideration to be received by each Drag-Along Participant in the transaction contemplated by Section 5.7(a) (the "Drag Transaction") shall be the same form and amount of consideration per Share to be received by the Drag-Along Transferring Stockholder(s), and the terms and conditions of such sale shall be the same as those upon which the Drag-Along Transferring Stockholder(s) sells its Shares. If any Stockholders are given an option as to the form and amount of consideration to be received, all Drag-Along Participants will be given the same option.

(c) The Drag-Along Transferring Stockholder(s) shall provide written notice (the "Drag-Along Notice") to each Drag-Along Participant of any proposed Drag Transaction not less than 30 days prior to the consummation of the Drag Transaction. The Drag-Along Notice shall set forth (i) the name of the proposed Transferee, (ii) the number of Shares proposed to be Transferred, (iii) the form and amount of consideration to be paid by the Transferee for the Shares in the Drag Transaction and (iv) the other material terms and conditions of the Drag Transaction, including the proposed Transfer date. The Drag-Along Notice shall be accompanied by a written offer from the proposed Transferee to purchase the Shares of the Drag-Along Transferring Stockholder(s) and the Drag-Along Participants.

(d) In connection with the Drag Transaction, each Drag-Along Participant will agree to make the same customary representations, covenants, indemnities and agreements as the Drag-Along Transferring Stockholder(s) so long as they are made severally and not jointly and the liabilities thereunder are borne on a pro rata basis based on the consideration to be received by each Stockholder; not to exceed such Drag-Along Participant's proceeds from the sale; provided, however, that any representation made by a Drag-Along Participant shall relate only to such Drag-Along Participant and its Shares.

(e) At least 10 days prior to the anticipated consummation of the Drag Transaction, each Drag-Along Participant shall deliver to the Company to hold in escrow pending transfer of the consideration in respect thereof and the consummation of the Drag Transaction in accordance with its agreed terms and conditions (i) certificates representing the Shares to be Transferred by such Drag-Along Participant, duly endorsed for Transfer or accompanied by stock powers duly executed in blank or in favor of the applicable purchaser and (ii) a limited power-of-attorney authorizing the Company to take all actions necessary to Transfer such Securities in such Drag Transaction. In the event that a Drag-Along Participant should fail to deliver such certificates and power-of-attorney, the Company shall cause the books and records of the Company to show that such Shares are bound by the provisions of this Section 5.7 and that the Transfer of such Shares to the purchaser in such Drag Transaction may be effected without such Drag-Along Participant's consent or surrender of its Shares. Notwithstanding anything in this Agreement to the contrary, the Drag-Along Transferring Stockholder shall not Transfer any Shares (i) before obtaining any required prior initial FCC consent and (ii) if the Company would become subject to an FCC Limitation as a result of such Transfer or if such Transfer would violate any of the Federal Communications Laws.

(f) The closing of the Drag Transaction shall be held at one time at such place and on such date as determined by the Drag-Along Transferring Stockholder(s) and the proposed Third Party purchaser, but in no event later than 90 days (or longer, if required by a Regulatory Approval Process) after delivery of the Drag-Along Notice required to be delivered pursuant to Section 5.7(c). Upon the consummation of the Drag Transaction, the Third Party purchaser shall remit directly to each Drag-Along Participant, by wire transfer if applicable, if available and if requested by the Drag-Along Participant, the consideration for such Drag-Along Participant's Shares sold pursuant thereto. In the event that the Third Party purchaser in the Drag Transaction shall not have purchased the Shares to be sold in the Drag Transaction within 90 days (or longer, if required by a Regulatory Approval Process) after the Drag-Along Transferring Stockholder(s)' delivery of the Drag-Along Notice, then the Drag Transaction shall be terminated, and the Company shall return to the Drag-Along Participants the Share certificates, stock powers and limited powers of attorney delivered pursuant to Section 5.7(e) and the Drag-Along Transferring Stockholders may only Transfer their Shares in accordance with this ARTICLE V.

Section 5.8 Transferees to Execute Agreement. Each Stockholder agrees that it will not, during the term of this Agreement, make any Transfer (including Transfers to Permitted Transferees) of all or any portion of the Shares beneficially owned by such Stockholder unless prior to the consummation of any such Transfer, the Person to whom such Transfer is proposed to be made (a "Prospective Transferee"), if not already a Stockholder (i) executes and delivers an Adoption Agreement in substantially the form of Annex B and (ii) except in the instance of a Transfer to a Permitted Transferee, delivers to the Company an opinion of counsel, in form and substance reasonably satisfactory to the Company, to the effect that (A) the execution of this Agreement by such Prospective Transferee renders this Agreement a legal, valid and binding obligation of such Prospective Transferee enforceable against such Prospective Transferee in accordance with its terms, and with respect to such other matters as the Board of Directors may reasonably request, (B) such Transfer complies with Federal Communications Law and (C) such Transfer complies with all applicable Federal and state securities and "blue sky" Laws. Upon the execution and delivery by such Prospective Transferee of this Agreement and, if required, the delivery of the opinion of counsel referred to in clause (ii) of the preceding sentence, such

Prospective Transferee shall be deemed a "Stockholder" for purposes of this Agreement and shall have the rights and be subject to the obligations of a Stockholder under this Agreement with respect to the Shares owned by such Prospective Transferee. For the avoidance of doubt, nothing in this Section 5.8 shall relieve any Stockholder of its obligations under any other provision of this Agreement, including this ARTICLE V.

Section 5.9 Other Media-Related Transactions Each Stockholder agrees that prior to consummating a transaction resulting in its acquisition of an attributable interest in a Media Property that (a) will or is reasonably likely to result in a violation by the Stockholder of the Federal Communications Laws caused by such Stockholder's interest in the Company; (b) will or is reasonably likely to result in a violation by the Company of the Federal Communications Laws; or (c) will or is reasonably likely to subject the Company to an FCC Limitation, such Stockholder will with due promptness inform the Company about the proposed transaction and shall not consummate such transaction until the Company is reasonably satisfied that such transaction (i) shall comply with the Federal Communications Laws and (ii) shall not cause a violation of the Federal Communications Laws by the Stockholder or the Company.

ARTICLE VI
OTHER AGREEMENTS

Section 6.1 Right to Purchase New Securities.

(a) The Company hereby grants to each Stockholder the right to purchase its pro rata portion of all or any part of any New Securities or Convertible Securities that the Company may, from time to time, propose to sell or issue, which pro rata portion shall be equal to the product of (i) the New Securities or Convertible Securities that the Company proposes to sell or issue at such time and (ii) such Stockholder's Applicable Percentage (prior to such sale or issuance); provided, however, that the rights hereunder shall not apply to Excluded Securities, and that any such transfer shall be subject to compliance with U.S. Securities Law.

(b) The Company shall give written notice of a proposed sale or issuance described in Section 6.1(a) to the Stockholders at least 10 Business Days prior to the proposed sale or issuance. Such notice (the "Issuance Notice") shall set forth the material terms and conditions of such proposed transaction, including the name of any proposed purchaser(s), the proposed manner of disposition, the number of Shares or units, as applicable, of each New Security or Convertible Security proposed to be sold or issued, the terms of such New Securities or Convertible Securities, the proposed sale or issuance date and the proposed purchase price per Share or unit, as applicable, of such New Security or Convertible Security. Such notice shall also be accompanied by any written offer from the prospective purchaser, if applicable, to purchase such New Securities or Convertible Securities.

(c) At any time during the 10-Business Day period following the receipt of an Issuance Notice, each Stockholder shall have the right to elect to purchase its pro rata portion, as set forth in Section 6.1(a), of the number of Shares or units, as applicable, of each New Security or Convertible Security to be sold or issued at the purchase price per Share or unit, as applicable, of such New Security or Convertible Security, set forth in the Issuance Notice and upon the other terms and conditions specified in the Issuance Notice by sending irrevocable written notice to the

Company (a "Subscription Notice"), which notice shall state that such Stockholder elects to exercise its rights hereunder and shall state the maximum number of Shares or units, as applicable, of such New Security or Convertible Security sought for purchase, including the number of Shares or units, as applicable, of such New Security or Convertible Security such Stockholder would elect to purchase if one or more other Stockholders do not elect to purchase their full pro rata portion of Shares or units, as applicable, of each such New Security or Convertible Security. In the event any Stockholder elects to purchase less than all of the Shares or units, as applicable, of each New Security or Convertible Security it is entitled to purchase in accordance with Section 6.1(a) (such remaining Securities, the "Unsubscribed Securities"), the Unsubscribed Securities shall be allocated among the Stockholders that have elected to purchase their full pro rata portion of New Securities or Convertible Securities, pro rata in accordance with their respective Applicable Percentage, up to the maximum number of Shares or units, as applicable, of each New Security or Convertible Security elected for purchase by the respective Stockholder as set forth in its Subscription Notice. The Company shall, within five days after the date Subscription Notices were due to be received pursuant to this Section 6.1, notify each Stockholder that has elected to purchase New Securities or Convertible Securities as to the number of Shares or units, as applicable, of such New Security or Convertible Security to be purchased by such Stockholder pursuant to the above allotments, and such Stockholder shall then be obligated to purchase such number of Shares or units, as applicable, of each New Security or Convertible Security on the terms and conditions set forth in the Issuance Notice.

(d) The purchase of the New Securities or Convertible Securities by all electing Stockholders shall be consummated concurrently with the consummation of the sale or issuance described in the Issuance Notice; provided, however, that the Company shall not sell or issue any New Security or Convertible Security to any Stockholder (i) before obtaining any required prior initial FCC consent or (ii) if the Company would become subject to an FCC Limitation as a result of such sale or if such sale would violate any of the Federal Communications Laws; and provided, further, that the closing of any purchase by any Stockholder may be extended beyond the closing of the transaction described in the Issuance Notice if required by a Regulatory Approval Process.

(e) If effective acceptances have not been received by the Company from the Stockholders (in the aggregate) pursuant to Section 6.1(c) in respect of all of the New Securities or Convertible Securities proposed to be issued, the Company shall be free to complete the proposed sale or issuance of such remaining New Securities or Convertible Securities on terms no less favorable to the Company than those set forth in the Issuance Notice (except that the amount of Shares or units, as applicable, of such Securities to be sold or issued by the Company shall be reduced as appropriate to account for Shares or units, as applicable, to be sold to Stockholders pursuant to this Section 6.1); provided, however, that (i) such sale or issuance is closed within 90 days (or longer, if required by a Regulatory Approval Process) after the Subscription Notices were due to be received pursuant to Section 6.1(c) and (ii) the price at which the Shares or units of the New Securities or Convertible Securities are sold or issued must be equal to or higher than the purchase price described in the Issuance Notice. In the event that the Company has not sold such New Securities or Convertible Securities within such 90 day period (or longer, if required by a Regulatory Approval Process), the Company shall not thereafter sell or issue any New Securities or Convertible Securities without first again offering such Securities to the Stockholders in the manner provided in this Section 6.1.

(f) Nothing in this Section 6.1 shall be deemed to prevent the Company from selling or issuing to any Stockholders or any of their respective Affiliates any New Securities or Convertible Securities for cash without first complying with the provisions of Section 6.1; provided, however, that in connection with such sale or issuance, (i) the Board of Directors has determined in good faith that the Company or one or more of its Subsidiaries needs an immediate cash investment, (ii) the Company gives prompt notice to the other Stockholders of such investment (after such investment has occurred), which notice shall describe in reasonable detail the New Securities or Convertible Securities being purchased by the Person making such purchase (for purposes of this Section 6.1, the "Purchasing Holder") and the purchase price thereof and (iii) the Purchasing Holder and the Company enable the other Stockholders to effectively exercise their respective rights under Section 6.1, if any, with respect to their purchase of their pro rata portion of the New Securities or Convertible Securities issued to the Purchasing Holder within 30 days after such purchase by the Purchasing Holder on the terms specified in this Section 6.1.

Section 6.2 Put Right.

(a) On or before 10 Business Days after the Maturity Date, the Put Holders may, by delivering written notice to the Company and the Lenders, request an appraisal of its Shares (the "First Appraisal"); provided, that such request for First Appraisal must be made by at least a majority in interest of the Put Holders or their Permitted Transferees. The First Appraisal shall be conducted by an appraiser jointly selected by the Put Holders and Guggenheim (the "First Appraiser"). The First Appraiser shall determine, as of the Maturity Date and in accordance with GAAP, as in effect on the date hereof, applied on a basis consistent with the Company's past practices (to the extent applicable), the Equity Value of the Company. The First Appraiser shall deliver written notice (the "First Appraisal Notice") of its determination of the Equity Value to the Company, the Put Holders and the Lenders.

(b) If the First Appraiser determines the Equity Value has positive value, each Put Holder may, within 30 days of the delivery of the First Appraisal Notice, deliver written notice (the "First Put Exercise Notice") that it is selling all, but not less than all, of its Shares to the Company (the "First Put Option"); provided, however, that no Put Holder may exercise such First Put Option unless at least a majority in interest of the Put Holders exercise such First Put Option.

(c) If the First Appraiser determines the Equity Value does not have positive value, within 10 Business Days after the third anniversary of the delivery of the First Appraisal Notice (such date, the "Second Appraisal Date"), the Put Holders may, by delivering written notice to the Company and the Lenders, request a second and final appraisal of their Shares (the "Second Appraisal"); provided, that such request for the Second Appraisal must be made by at least a majority in interest of the Put Holders. The Second Appraisal shall be conducted by an appraiser jointly selected by the Put Holders and Guggenheim (the "Second Appraiser"). The Second Appraiser shall determine, as of the Second Appraisal Date and in accordance with GAAP, as in effect on the date hereof, applied on a basis consistent with the Company's past practices (to the extent applicable), the Equity Value of the Company. The Second Appraiser shall deliver written notice (the "Second Appraisal Notice") of its determination of the Equity Value to the Company, the Put Holders and the Lenders.

(d) If the Second Appraiser determines the Equity Value has positive value, each Put Holder may, within 30 days of the delivery of the Second Appraisal Notice, deliver written notice (the "Second Put Exercise Notice") that it is selling all, but not less than all, of its Shares to the Company (the "Second Put Option"); provided, however, that no Put Holder may exercise such Second Put Option unless at least a majority in interest of the Put Holders exercise such Second Put Option. If the Second Appraiser determines the Equity Value of the Company does not have positive value, the Put Holders shall have no additional put rights.

(e) Except as otherwise provided in this Section 6.2, if the Put Holders exercise their First Put Option or their Second Put Option (each such exercising Put Holder, a "Participating Put Holder" and the Shares subject thereto, the "Put Shares") the Company shall then determine whether it will pay each Participating Put Holder in cash the appraised value of its Put Shares as determined by the First Appraiser or the Second Appraiser, as applicable (the "Appraised Value"), in exchange for such Put Shares. If the Board of Directors determines that the Company shall pay each Participating Put Holder the Appraised Value, the Company must make such cash payment within 90 days after the delivery, as applicable, of the First Put Exercise Notice or the Second Put Exercise Notice (such 90-day period to be referred to herein as the "Put Period").

(f) The Board of Directors may determine to fund all or a portion of the Appraised Value through an offering of Securities to the Stockholders who are not Participating Put Holders (such offering, a "Put-Related Offering", each such Stockholder, a "Put Offering Participant" and such Securities, the "Put-Related Offering Shares") by whatever means and through whatever procedural mechanics the Board of Directors determines to be appropriate, including by auction; provided, however, that each Put Offering Participant shall have the right but not the obligation to participate in a Put-Related Offering and such decision shall be made in its sole discretion; provided, further, that if more than one Put Offering Participant elects to participate in a Put-Related Offering (each such electing Put Offering Participant, an "Electing Put Offering Participant"), each Electing Put Offering Participant shall be allocated a pro rata portion of the Put-Related Offering Shares based on its Applicable Percentage or such other allocation as may be agreed upon by the Electing Put Offering Participants; and provided, further, Put-Related Offerings shall be consummated within the Put Period. Put-Related Offerings shall not be subject to Section 6.1.

(g) The Company may pay for the Put Shares purchased pursuant to this Section 6.2 by delivery of funds deposited into an account or accounts designated by each Participating Put Holder, a bank cashier's check, a certified check or a company check for the Appraised Value or, if requested by a Participating Put Holder, by wire transfer. Notwithstanding anything to the contrary in this Agreement, the Company may deduct and withhold from the amounts otherwise payable pursuant to this Agreement such amounts as necessary to comply with the Internal Revenue Code of 1986, as amended, or any other provision of applicable Law, with respect to the making of such payment.

(h) If payment has not been delivered by the Company to the Participating Put Holders within the Put Period, then the Board of Directors shall use its reasonable efforts to solicit a Sale of the Company (a Sale of the Company made pursuant to a First Put Option or a Second Put Option shall be referred to herein as a "Put-Related Company Sale"), which Put-

Related Company Sale shall close within one year after the expiration of the Put Period (or longer if required by a Regulatory Approval Process). If one offer for a Put-Related Company Sale is received and the Board of Directors determines, in the exercise of its fiduciary duties, that such offer is reasonable, the Board of Directors shall recommend such offer to the Stockholders for consideration. If more than one offer for a Put-Related Company Sale is received and the Board, in the exercise of its fiduciary duties, determines that at least one of the offers is reasonable, the Board of Directors shall, based upon the value to the Stockholders (from a financial point of view) and the relative likelihood of consummating the Put-Related Company Sale with the various prospective purchasers, select and recommend to the Stockholders one of the offers and the Stockholders' Shares shall be voted in connection with the Put-Related Company Sale in accordance with Section 6.2(j) below. In connection with such Put-Related Company Sale, the Company shall pay to the Put Holders their applicable pro rata portion of the consideration paid to all Stockholders in the Put-Related Company Sale.

(i) At any Stockholder vote on a Put-Related Company Sale, all of the Shares shall be voted in favor of such Put-Related Company Sale. In order to facilitate the foregoing, each Stockholder hereby constitutes and appoints the Company or any designee of the Company with full power of substitution and resubstitution, at any time from the Effective Date until the termination of this Agreement pursuant to Section 7.1 hereof (the "Term") as its true and lawful attorney and proxy (its "Proxy"), and in its name, place and stead, to vote each of its Shares as its Proxy, pursuant to any Stockholder vote on a Put-Related Company Sale, including the right to sign its name (as a Stockholder) to any consent, certificate or other document relating to the Company that the Laws of the State of Delaware may permit or require; provided, that the Proxy does not apply to any other matter. THE FOREGOING PROXY AND POWER OF ATTORNEY ARE IRREVOCABLE AND COUPLED WITH AN INTEREST THROUGHOUT THE TERM.

(j) The Company will be entitled to require each Put Holder to provide representations and warranties regarding (i) its power, authority and legal capacity to enter into such Transfer of its Shares; (ii) its valid right, title and interest in its Shares and the Put Holder's ownership of its Shares; (iii) the absence of any Encumbrances on its Shares; and (iv) the absence of any violation, default, or acceleration of any agreement or instrument pursuant to which such Put Holder or the assets of such Put Holder are bound as the result of such sale.

(k) The fees of the First Appraiser and the Second Appraiser shall be paid by the Company.

(l) Notwithstanding anything to the contrary herein, the Company shall not pursue a Put-Related Company Sale and the Company will be prohibited from paying the Participating Put Holders the Appraised Value if the Company determines that (i) pursuing such Put-Related Company Sale or the purchase of the Put Shares (together with any other purchases of Shares), would result (A) in a violation of any applicable Law or (B) after giving effect thereto (including any dividends or other distributions or loans from a Subsidiary of the Company to the Company in connection therewith), in a violation of any Financing Agreements, (ii) there exists a violation of a Financing Agreement which prohibits pursuing such Put-Related Company Sale or such purchase (including any dividends or other distributions or loans from a Subsidiary of the Company to the Company in connection therewith), (iii) the Company, after making a Put-

Related Offering, does not have funds available to effect such purchase of Put Shares or (iv) the consent of any legal, judicial, regulatory, or other Governmental Authority, including the FCC, is required to consummate such Put-Related Company Sale or such redemption or repurchase. Notwithstanding anything in this Agreement to the contrary, the Company shall not purchase the Put Shares, nor shall the Company pursue a Put-Related Sale of the Company, if the Company would become subject to an FCC Limitation as a result of such purchase or Put-Related Company Sale or if such purchase or Put-Related Company Sale would violate any of the Federal Communications Laws. The Company agrees to use commercially reasonable efforts to cure any violation of a Financing Agreement that prohibits or constrains the exercise of the First Put Option or the Second Put Option.

(m) For the avoidance of doubt, the provisions of Section 5.5, Section 5.6 and Section 5.7 shall not apply to the exercise of the First Put Option or the Second Put Option.

Section 6.3 Further Assurances. The Company and each of the Stockholders shall use its reasonable efforts to take, or cause to be taken, all appropriate action, and to do, or cause to be done, all things necessary, proper or advisable under applicable Laws to consummate and make effective the transactions contemplated hereunder, including, without limitation, using reasonable efforts to obtain all licenses, permits, consents, approvals, authorizations, qualifications and orders of the competent Governmental Authorities, including the FCC. No such transaction shall be consummated until the successful completion of any Regulatory Approval Process applicable to such transaction. Each of the parties shall cooperate with the other parties when required in order to effect the transactions contemplated hereunder. In case at any time after the date hereof, any further action is necessary or desirable to carry out the purposes of this Agreement, the proper officers and directors of each of the parties shall use their reasonable efforts to take all such action.

Section 6.4 Waiver of Fiduciary Duties; Corporate Opportunities. This Agreement is not intended to, and does not, create or impose any fiduciary duty on any of the Stockholders hereto or their respective Affiliates. Further, each Stockholder hereby waives to the maximum extent permitted by Law any and all fiduciary duties that, absent such waiver, may be implied by Law to any Stockholder, and in doing so, recognizes, acknowledges and agrees that the duties and obligations of the Stockholders to one another and to the Company are only as expressly set forth in this Agreement.

Section 6.5 Public Announcements. The Stockholders shall consult with the Company before issuing, and shall provide the Company the opportunity to review and comment upon, any press release or other public statement with respect to this Agreement or the transactions contemplated hereby, and shall not issue any such press release or make any such public statement prior to obtaining the Company's written approval, except that no such approval shall be necessary to the extent disclosure may be required by applicable Law or any listing agreement of any Stockholder (or any Affiliate thereof).

Section 6.6 Restrictive Covenants.

(a) The Stockholders, solely in their capacity as Stockholders, recognize and acknowledge that they have certain Confidential Information of the Company and its

Subsidiaries. Each Stockholder agrees that it will, and will cause its officers, directors, employees, attorneys, accountants, auditors, agents and other representatives (collectively, "Representatives") to keep confidential and not to disclose to any Third Party, or use for any other purpose, except as a Stockholder, the terms of this Agreement or any other Confidential Information; provided, however, that this provision shall not apply to (i) information which, at the time of disclosure, is already part of the public domain (except by breach of this Agreement), (ii) information which, in the reasonable judgment of the party's counsel, is required to be disclosed by Law or requested or compelled by any Governmental Authority having or claiming to have jurisdiction over the party, provided, such party notifies the Company, as promptly as practicable, of such requirement or request so that the Company may, at its expense, seek an appropriate protective order or waive compliance with the provisions of this Agreement, and/or take any other mutually agreed action or (iii) information disclosed to limited partners, prospective limited partners, investors or potential financing sources of a Stockholder or its Affiliates or any prospective purchasers of Shares from a Stockholder, as well as to such Persons' legal counsel, auditors, agent and representatives. Any party required to make a disclosure of Confidential Information shall cooperate with the Company in any action the Company takes to prevent or limit such disclosure.

(b) Each Management Holder agrees to be bound by the restrictive covenants set forth in Annex A hereto, which restrictive covenants are hereby incorporated by reference herein. The restrictive covenants set forth in Annex A herein shall be in addition to (and not in lieu of) any restrictive covenants set forth elsewhere in this Agreement, in any equity grant or award from the Company or in any employment or other agreement such Management Holder may have with the Company or any of its Subsidiaries. Each Management Holder acknowledges that the restrictive covenants set forth in Annex A may limit such Management Holder's ability to earn a livelihood in a business similar to the business of the Company but such Management Holder nevertheless agrees and hereby acknowledges that (i) such provisions do not impose a greater restraint than is necessary to protect the goodwill or other business interests of Company and its Subsidiaries, (ii) such provisions contain reasonable limitations as to time and scope of activity to be restrained, (iii) such provisions are not harmful to the general public, (iv) such provisions are not unduly burdensome to such Management Holder and will not prevent such Management Holder from earning a living, and (v) the consideration provided as an employee of the Company and as otherwise provided hereunder or as described in the recitals hereto is sufficient to compensate such Management Holder for the restrictions set forth in Annex A. The obligations of each Management Holder under this Section 6.6(b) shall survive for so long as such Management Holder remains a Management Holder, and for one year after such Management Holder ceases to be a Management Holder, notwithstanding such Management Holder's Transfer of its Shares and/or any Person ceasing to be an Affiliate of such Management Holder.

Section 6.7 Registration Rights. The Stockholders will have usual and customary registration rights to be agreed upon, and such rights shall provide that each Stockholder owning more than 30% of the Shares shall have three demand registration rights, and all Stockholders will have usual and customary shelf and piggyback registration rights. The Company and the Stockholders will negotiate such registration rights in good faith.

Section 6.8 FCC Cooperation. Each Stockholder shall furnish promptly to the Company any information (including, without limitation, information with respect to citizenship, other ownership interests and affiliations) the Company requests to evaluate whether the implementation of any right hereunder complies with Federal Communications Laws.

Section 6.9 Financial Statements. The Company agrees that, if and to the extent available, it will provide to each Stockholder:.

(a) (i) as soon as available following the end of each fiscal year, the Company and its Subsidiaries' consolidated balance sheet as at the end of such fiscal year and the related consolidated statements of income, retained earnings and statement of cash flows for such fiscal year setting forth, in comparative form, the figures as at the end of and for the previous fiscal year, which shall have been reported on by the Company's independent certified public accountants; and (ii) as soon as available following the end of each fiscal year, AURN's consolidated balance sheet as at the end of such fiscal year and the related consolidated statements of income, retained earnings and statement of cash flows for such fiscal year; and

(b) (i) as soon as available after the close of the first three fiscal quarters, the consolidated, unaudited balance sheet as at the end of such fiscal quarter and the related consolidated statements of income, retained earnings and statement of cash flows for such fiscal quarter covering the Company's and its Subsidiaries' operations during such fiscal quarter, which have been internally prepared by the Company and which set forth in comparative form the figures for the corresponding period in the prior year; and (ii) as soon as available after the close of the first three fiscal quarters, the consolidated, unaudited balance sheet as at the end of such fiscal quarter and the related consolidated statement of income for such fiscal quarter covering AURN's operations during such fiscal quarter, which have been internally prepared by AURN and which set forth in comparative form the figures for the corresponding period in the prior year.

ARTICLE VII
GENERAL PROVISIONS

Section 7.1 Termination. This Agreement shall terminate upon the earliest to occur of (i) the execution by all parties hereto of a written agreement to such effect, (ii) upon the occurrence of any event which reduces the number of Stockholders to one (iii) upon the closing of a Qualifying Initial Public Offering, and (iii) in the event of any voluntary or involuntary liquidation, dissolution or winding up of the Company, after payment of the debts and other liabilities of the Company, provided, however, that no termination of this Agreement shall affect the right of any party to recover damages or collect indemnification for any breach of the representations, warranties, agreements or covenants herein that occurred prior to such termination. In addition, the rights and obligations of each Stockholder under this Agreement shall terminate as to such Stockholder, other than such Stockholder's obligations pursuant to Section 6.6(a), upon the Transfer of all Shares owned by such Stockholder in accordance with this Agreement (except as otherwise stated in this Agreement).

Section 7.2 Fees and Expenses. Except as otherwise provided herein, all fees and expenses incurred in connection with or related to this Agreement and the transactions contemplated hereby shall be paid by the party incurring such fees or expenses.

Section 7.3 Amendment and Modification.

(a) This Agreement may not be amended, modified or supplemented in any manner, whether by course of conduct or otherwise, except by a written agreement executed by Stockholders holding at least the majority of the outstanding Shares and otherwise as expressly set forth herein; provided, however, that Schedule 1 shall be deemed amended from time to time to reflect the adjustment of ownership of Shares resulting from any Transfer or any new issuance thereof, in each case that is made in accordance with the provisions hereof.

(b) No amendment shall be effective against any Stockholder, without the consent of such Stockholder, if such amendment adversely and disproportionately affects or imposes additional material obligations on such Stockholder.

(c) Sections 3.1, 3.2, 3.3 (last sentence), 3.4, 3.5 and 3.8 shall not be amended, modified or supplemented in any manner, whether by course of conduct or otherwise, except by a written agreement executed by Stockholders holding at least 55% of the outstanding Shares including each Major Stockholder and, prior to the Management Director Designation End Date, the Management Director Designee Holders holding at least a majority in interest of the outstanding Shares held by the Management Director Designee Holders.

(d) Sections 6.2, 6.9 and 7.3 shall not be amended, modified or supplemented in any manner, whether by course of conduct or otherwise, except by a written agreement executed by Stockholders holding at least 55% of the outstanding Shares including each Major Stockholder and Put Holders holding at least 75% of the outstanding Shares held by the Put Holders.

(e) Without the prior written approval of each Major Stockholder, Section 3.6(a) shall not be amended, modified or supplemented in any manner, whether by course of conduct or otherwise.

(f) Prior to the Management Director Designation End Date, without the prior written approval of Management Director Designee Holders holding at least the majority in interest of the outstanding Shares held by the Management Director Designee Holders, Section 3.6(b) shall not be amended, modified or supplemented in any manner, whether by course of conduct or otherwise.

Section 7.4 Waiver. No failure or delay of any party in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such right or power, or any course of conduct, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the parties hereunder are cumulative and are not exclusive of any rights or remedies which they would otherwise have hereunder. Any agreement on the part of any party to any such waiver shall be valid only if set forth in a written agreement executed and delivered by a duly authorized person or officer on behalf of such party.

Section 7.5 Notices. All notices hereunder shall be delivered, if to the Company to the address set forth below, or if to any Stockholder, to the addresses set forth in Schedule 2.1 hereto, or pursuant to such other instructions as may be designated in writing by the party to receive such notice:

If to the Company, to:

Access.1 Communications Corp.
112 West 34th Street
Suite 1401
New York, NY 10120
Attention: Chesley Maddox-Dorsey
Telephone: 212-714-1000 ext. 229
Facsimile: 212-643-3871

All notices and other communications hereunder may be given (i) in writing and sent either by hand delivery, through the United States mail, or by a nationally recognized overnight delivery service for next day delivery, or (ii) by means of a form of electronic transmission consented to by the Stockholder, to the extent permitted by, and subject to the conditions set forth in, Section 232 of the DGCL. A notice to a Stockholder shall be deemed given as follows: (i) if given by hand delivery, when actually received by the Stockholder, (ii) if sent through the United States mail, when deposited in the United States mail, with postage and fees thereon prepaid, addressed to the Stockholder at the Stockholder's address as set forth in Schedule 2.1 hereof, (iii) if sent for next day delivery by a nationally recognized overnight delivery service, when deposited with such service, with fees thereon prepaid, addressed to the Stockholder at the Stockholder's address as set forth in Schedule 2.1 hereof and (iv) if given by a form of electronic transmission consented to by the Stockholder to whom the notice is given, (A) if by facsimile transmission, when directed to the number the Stockholder has set forth in Schedule 2.1, (B) if by electronic mail, when directed to the electronic mail address the Stockholder has set forth in Schedule 2.1, (C) if by a posting on an electronic network together with separate notice to the Stockholder of such specified posting, upon the later of (1) such posting and (2) the giving of such separate notice, and (D) if by any other form of electronic transmission, when directed to the Stockholder. Each Stockholder consents to the forms of electronic transmissions set forth in clause (iv) of the preceding sentence. A Stockholder may revoke such Stockholder's consent to receiving notice by means of electronic communication by giving written notice of such revocation to the Company. Any such consent shall be deemed revoked if (1) the Company is unable to deliver by electronic transmission two consecutive notices given by the Company in accordance with such consent and (2) such inability becomes known to the Secretary or an Assistant Secretary or to the Company's transfer agent, or other person responsible for the giving of notice; provided, however, the inadvertent failure to treat such inability as a revocation shall not invalidate any meeting or other action. It is the affirmative obligation of the Stockholders to notify the Company of any changes to their contact information, including their address, telephone number, facsimile number and electronic mail address.

Section 7.6 Interpretation. When a reference is made in this Agreement to a Section, Schedule, Article, Annex or Exhibit such reference shall be to a Section, Schedule, Article, Annex or Exhibit of this Agreement unless otherwise indicated. The table of contents and headings contained in this Agreement or in any Exhibit or Annex are for convenience of reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Any capitalized terms used in any Exhibit, Annex or Schedule but not otherwise defined therein shall have the meaning as defined in this Agreement. All Exhibits, Annexes and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth herein. The word "including" and words of similar import when used in this Agreement will mean "including, without limitation," unless otherwise specified.

Section 7.7 Entire Agreement. This Agreement (including the Exhibits, Annexes and Schedules hereto) and the Related Agreements, constitute the entire agreement, and supersede all prior written agreements, arrangements, communications and understandings and all prior and contemporaneous oral agreements, arrangements, communications and understandings among the parties with respect to the subject matter hereof. Notwithstanding any oral agreement or course of action of the parties or their Representatives to the contrary, no party to this Agreement shall be under any legal obligation to enter into or complete the transactions contemplated hereby unless and until this Agreement shall have been executed and delivered by each of the parties.

Section 7.8 Third-Party Beneficiaries. Except as provided in the last sentence of this Section 7.8, nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person other than the parties and their respective successors and permitted assigns any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement. Notwithstanding anything stated to the contrary herein, the Company is an intended third party beneficiary of each of the terms of this Agreement, with the right to enforce any such provisions hereof.

Section 7.9 Governing Law. This Agreement and all disputes or controversies arising out of or relating to this Agreement or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal Laws of the State of Delaware, without regard to the Laws of any other jurisdiction that might be applied because of the conflicts of Laws principles of the State of Delaware.

Section 7.10 Submission to Jurisdiction. Each of the parties other than Merchants Capital partners, LP, MESBIC Ventures, Inc. and Pacesetter SBIC Fund, Inc. (the "Receivership Parties") irrevocably agrees that any legal action or proceeding arising out of or relating to this Agreement brought by any other party or its successors or assigns shall be brought and determined in any Delaware State court sitting in Wilmington County or federal court sitting in the District of Delaware (or, if such court lacks subject matter jurisdiction, in any appropriate Delaware State or federal court), and each of the parties hereby irrevocably submits to the exclusive jurisdiction of the aforesaid courts for itself and with respect to its property, generally and unconditionally, with regard to any such action or proceeding arising out of or relating to this Agreement and the transactions contemplated hereby. Each of the parties other than the Receivership Parties agrees not to commence any action, suit or proceeding relating thereto

except in the courts described above in Delaware, other than actions in any court of competent jurisdiction to enforce any judgment, decree or award rendered by any such court in Delaware as described herein. Each of the parties further agrees that notice as provided herein shall constitute sufficient service of process and the parties further waive any argument that such service is insufficient. Each of the parties other than the Receivership Parties hereby irrevocably and unconditionally waives, and agrees not to assert, by way of motion or as a defense, counterclaim or otherwise, in any action or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby, (i) any claim that it is not personally subject to the jurisdiction of the courts in Delaware as described herein for any reason, (ii) that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (iii) that (A) the suit, action or proceeding in any such court is brought in an inconvenient forum, (B) the venue of such suit, action or proceeding is improper or (C) this Agreement, or the subject matter hereof, may not be enforced in or by such courts.

Section 7.11 Assignment; Successors. Neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned or delegated, in whole or in part, by operation of law or otherwise, by any party without the prior written consent of the other parties, and any such assignment without such prior written consent shall be null and void and of no force and effect, except in connection with any Transfer of Shares permitted under ARTICLE V. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and assigns.

Section 7.12 Enforcement. The parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. Accordingly, each of the parties shall be entitled to specific performance of the terms hereof, including an injunction or injunctions to prevent breaches of this Agreement, this being in addition to any other remedy to which such party is entitled at law or in equity, and each of the parties other than the Receivership Parties agrees that if it chooses to enforce specifically the terms and provisions of this Agreement, it will do so in any Delaware State court sitting in Wilmington County or federal court sitting in the District of Delaware (or, if such court lacks subject matter jurisdiction, in any appropriate Delaware State or federal court). Each of the parties hereby further waives (i) any defense in any action for specific performance that a remedy at law would be adequate and (ii) any requirement under any Law to post security as a prerequisite to obtaining equitable relief.

Section 7.13 Insurance. The Company shall, for each Director, manager and officer of the Company or any of its Subsidiaries, purchase and maintain insurance, including tail insurance, in form and substance reasonably acceptable to the Lender Holders' designees on the Board of Directors against any expense, liability or loss incurred in such capacity.

Section 7.14 Currency. All references to "dollars" or "$" or "US$" in this Agreement refer to United States dollars, which is the currency used for all purposes in this Agreement.

Section 7.15 Severability. Whenever possible, each provision or portion of any provision of this Agreement shall be interpreted in such manner as to be effective and valid

under applicable Law, but if any provision or portion of any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable Law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or portion of any provision in such jurisdiction, and this Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein.

Section 7.16 Waiver of Jury Trial. EACH OF THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 7.17 Counterparts. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

Section 7.18 Facsimile Signature. This Agreement may be executed by facsimile transmission or other electronic means reasonably acceptable to all parties (to be followed promptly by written confirmation as set forth in Section 7.5) and shall constitute an original for all purposes.

Section 7.19 Time of Essence. Time is of the essence with regard to all dates and time periods set forth or referred to in this Agreement.

Section 7.20 No Presumption Against Drafting Party. Each of the parties hereto acknowledges that it has been represented by counsel in connection with this Agreement and the transactions contemplated by this Agreement. Accordingly, any rule of law or any legal decision that would require interpretation of any claimed ambiguities in this Agreement against the drafting party has no application and is expressly waived.

Section 7.21 Adjustments. If, and as often as, there are any changes in the Shares by way of stock split, stock dividend, combination or reclassification, or through merger, consolidation, reorganization or recapitalization, or by any other means, appropriate adjustment shall be made in the provisions of this Agreement, as may be required, so that the rights, privileges, duties and obligations hereunder shall continue with respect to the Shares as so changed.

Section 7.22 No Effect Upon Lending Relationship. Notwithstanding anything herein to the contrary, nothing contained in this Agreement shall affect, limit or impair the rights and remedies of each Stockholder and its Affiliates, in their capacity as a lender to the Company or any of its Subsidiaries. Without limiting the generality of the foregoing, any Lender, in exercising its rights as a lender, including making its decision on whether to foreclose on any collateral security, will have no duty to consider (i) its status or the status of any of its Affiliates as a direct or indirect equity holder of the Company, (ii) the equity of the Company of (iii) any duty it may have to any other direct or indirect equity holder of the Company, except as may be

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement effective as of the Effective Date.

Estate of Sydney L. Small

By: _____
Anthony J. Small
Administrator

_____
Adriane T. Gaines

_____
Chesley Maddox-Dorsey

_____
Arthur Benjamin

BLACK ENTERPRISE/GREENWICH STREET CORPORATE GROWTH PARTNERS, L.P.

By: BLACK ENTERPRISE/GREENWICH STREET CORPORATE GROWTH INVESTORS, LLC, its general partner

By: _____
Name: Ed A. Williams
Title: Managing Director

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement effective as of the Effective Date.

Estate of Sydney L. Small

By: _____
Anthony J. Small
Administrator

_____
Adriane T. Gaines

_____
Chesley Maddox-Morsey

_____
Arthur Benjamin

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Chesley Maddox-Dorsey

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Arthur Benjamin

BLACK ENTERPRISE/GREENWICH STREET CORPORATE GROWTH PARTNERS, L.P.

By: BLACK ENTERPRISE/GREENWICH STREET CORPORATE GROWTH INVESTORS, LLC, its general partner

By: _____
Name: Ed A. Williams
Title: Managing Director

MESBIC VENTURES, INC.

By: Its Receiver, The U.S. Small Business Administration

By: _____
Name: Thomas G. Morris
Title: Director, OFSBIC Liquidation

FAIRVIEW CAPITAL II, L.P.

By: FAIRVIEW CAPITAL PARTNERS II, L.P., its general partner

By: FAIRVIEW CAPITAL PARTNERS L.L.C., its general partner

By: _____
Name:
Title:

MERCHANTS CAPITAL PARTNERS, LP

By: Its Receiver, The U.S. Small Business Administration

By: _____
Name:
Title:

PACESETTER SBIC FUND, INC.

By: Its Receiver, The U.S. Small Business Administration

By: _____
Name: Thomas G. Morris
Title: Director, OFSBIC Liquidation

JMA CAPITAL MANAGEMENT IV, L.L.C.

By: _____
Name: J. Peter Thompson
Title: Managing Member

FLEET DEVELOPMENT VENTURES LLC

By: _____
Name:
Title:

S. W. PELHAM FUND, L.P.

By: Pelham Capital Management, LLC, its General Partner

By: Smith Whiley Investment Management, Inc., its Manager

By: _____
Name:
Title:

MESBIC VENTURES, INC.

By: Its Receiver, The U.S. Small Business Administration

By: _____
Name:
Title:

FAIRVIEW CAPITAL II, L.P.

By: FAIRVIEW CAPITAL PARTNERS II, L.P., its general partner

By: FAIRVIEW CAPITAL PARTNERS L.L.C., its general partner

By: Laurence C. Morse
Name: Laurence C. Morse
Title: Member

MERCHANTS CAPITAL PARTNERS, LP

By: Its Receiver, The U.S. Small Business Administration

By: _____
Name:
Title:

PACESETTER SBIC FUND, INC.

By: Its Receiver, The U.S. Small Business Administration

By: _____
Name:
Title:

JMA CAPITAL MANAGEMENT IV, L.L.C.

By: _____
Name: J. Peter Thompson
Title: Managing Member

FLEET DEVELOPMENT VENTURES LLC

By: _____
Name:
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S. W. PELHAM FUND, L.P.

By: Pelham Capital Management, LLC, its General Partner

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MESBIC VENTURES, INC.

By: Its Receiver, The U.S. Small Business Administration

By: _____
Name:
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FAIRVIEW CAPITAL II, L.P.

By: FAIRVIEW CAPITAL PARTNERS II, L.P., its general partner

By: FAIRVIEW CAPITAL PARTNERS L.L.C., its general partner

By: _____
Name:
Title:

MERCHANTS CAPITAL PARTNERS, LP

By: Its Receiver, The U.S. Small Business Administration

By: _____
Name: Thomas G. Morris, Director, Office of Liquidation
Title: U.S. Small Business Administration
as Receiver for Merchants Capital Partners, L.P.

PACESETTER SBIC FUND, INC.

By: Its Receiver, The U.S. Small Business Administration

By: _____
Name:
Title:

JMA CAPITAL MANAGEMENT IV, L.L.C.

By: _____
Name: J. Peter Thompson
Title: Managing Member

FLEET DEVELOPMENT VENTURES LLC

By: _____
Name:
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By: FAIRVIEW CAPITAL PARTNERS II, L.P., its general partner

By: FAIRVIEW CAPITAL PARTNERS L.L.C., its general partner

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By: _____
Name: J. Peter Thompson
Title: Managing Member

FLEET DEVELOPMENT VENTURES LLC

By: _____
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By: Smith Whiley Investment Management, Inc., its Manager

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Title:

PACESETTER SBIC FUND, INC.

By: Its Receiver, The U.S. Small Business Administration

By: _____
Name:
Title:

JMA CAPITAL MANAGEMENT IV, L.L.C.

By: _____
Name: J. Peter Thompson
Title: Managing Member

FLEET DEVELOPMENT VENTURES LLC

By: Andrew T. Golomb
Name: Andrew T. Golomb
Title: Vice President

S. W. PELHAM FUND, L.P.

By: Pelham Capital Management, LLC, its General Partner

By: Smith Whiley Investment Management, Inc., its Manager

By: _____
Name:
Title:

MESBIC VENTURES, INC.

By: Its Receiver, The U.S. Small Business Administration

By: _____
Name:
Title:

FAIRVIEW CAPITAL II, L.P.

By: FAIRVIEW CAPITAL PARTNERS II, L.P., its general partner

By: FAIRVIEW CAPITAL PARTNERS L.L.C., its general partner

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By: Its Receiver, The U.S. Small Business Administration

By: _____
Name:
Title:

JMA CAPITAL MANAGEMENT IV, L.L.C.

By: _____
Name: J. Peter Thompson
Title: Managing Member

FLEET DEVELOPMENT VENTURES LLC

By: _____
Name:
Title:

S. W. PELHAM FUND, L.P.

By: Pelham Capital Management, LLC, its General Partner

By: Smith Whiley Investment Management, Inc., its Manager

By: Gwendolyn Smith Iloani
Name: Gwendolyn Smith Iloani
Title: President + CEO

A.1 HOLDCO, LLC

By:

By: _____
Name: William Hagner
Title: Senior Managing Director

CoLTS 2005-2 LTD.

By: Structured Asset Investors, LLC, as Collateral Manager

By: Ivy Hill Asset Management, L.P., As Subservicer

By: _____
Name:
Title:

CoLTS 2005-1 LTD.

By: Wachovia Bank, National Association, as Servicer

By: Ivy Hill Asset Management, L.P., As Subservicer

By: _____
Name:
Title:

A.1 HOLDCO, LLC

By:

By: _____
Name:
Title:

CoLTS 2005-2 LTD.

By: Structured Asset Investors, LLC, as Collateral Manager

By: Ivy Hill Asset Management, L.P., As Subservicer

By: _____
Name: Ryan Cascade
Title: Duly Authorized Signatory

CoLTS 2005-1 LTD.

By: Wachovia Bank, National Association, as Servicer

By: Ivy Hill Asset Management, L.P., As Subservicer

By: _____
Name: Ryan Cascade
Title: Duly Authorized Signatory

ACCESS.1 COMMUNICATIONS CORP.

By: _____

Name: Chesley Maddox-Berry

Title: Chief Executive Officer