

Schedule 2.3 - Contracts

1.a. Union Collective Bargaining Agreement by and between Northern New Jersey Radio Limited Partnership d/b/a WDHA – FM and WMTR – AM and the American Federation of Television and Radio Artists, New York Local. The contract term is from December 27, 1999 to December 26, 2002.

2.a. Lease by and between the State of New Jersey and Northern New Jersey Radio Partners ("NNJRP") dated as of September 30, 1994 for the premises known as a portion of Lot 4, Block 10003 on the Tax Map of Denville Township, Morris County, New Jersey, together with access from Casterline Road over Lot 3, Block 10003. That lease was assigned by NNJRP to High Mountain Tower, Inc. with the consent of the State of New Jersey as of April 11, 1996. High Mountain Tower, Inc. then subleased a portion of the tower space to New Jersey Radio Limited Partnership on the same date. This sublease is to be terminated as of the closing of the within transaction. [Copy of agreement provided with Schedule 2.6]

3.a. Lease Agreement dated February 11, 1999 by and between Active Trucking Services, Inc. and New Jersey AM Radio, L.P. for tower and studio for WWTR(AM). Lease terminates March 19, 2009. Lease is freely assignable without prior consent. [Copy of agreement provided with Schedule 2.6]

1. **Agreement dated November 2, 1993 by and between Unistar Radio Networks, Inc. and Northern New Jersey Radio, Inc for broadcasting Unistar's "AM Only" programming on WMTR(AM). This agreement is in its second 3-year renewal period and may be terminated by either party with 90 days notice to the other prior to the expiration of the then-current term. Agreement may not be assigned without prior written consent. Broadcaster must immediately notify Unistar when application filed with FCC for assignment. Failure to cause Buyer to assume agreement constitutes breach of Agreement. §IV(h).
2. **Agreement effective August 10, 1998 by and between Westwood One Radio Networks, and Northern New Jersey Radio, L.P. for rights to broadcast Westwood One's Programming Service on WDHA. This agreement is in its first 2-year renewal period and may be terminated by broadcaster with 90 days notice prior to expiration of then-current term. Broadcaster must give notice no later than 14 days after execution of purchase agreement and immediate notice when assignment application filed with FCC. Agreement must be assigned and assumed. §IV.
3. **Affiliation Agreement effective April 9, 1999 by and between Westwood One Radio Networks and Northern New Jersey Radio, L.P. for right to broadcast Westwood One's CNN Radio News Service for WMTR(AM). The initial term of the agreement expired on April 8, 2001. This agreement is in its first automatic 2-year renewal period and may be terminated by broadcaster with 90 days notice prior to expiration of then-current term. §VI.D. Broadcaster must give notice no later than 14 days after execution of purchase agreement and immediately when assignment application filed with FCC. Agreement must be assigned and assumed. §IV.

4. **Affiliation Agreement dated June 14, 1999 [but unsigned] by and between Westwood One Radio Networks and New Jersey AM Radio, L.P. for rights to broadcast Westwood One's CNN Radio News Service for WWTR(AM). The initial term of the agreement terminates on May 31, 2001. The agreement automatically renews for successive 3-year terms unless written notice is given 90 days prior the expiration date of the then current term. Agreement may be assigned only with prior written consent. Broadcaster must immediately notify Westwood One when FCC 314 filed. Seller's failure to cause the assumption of agreement by Buyer constitutes breach. §IV(h).
5. **Agreement dated as of July 2, 1996 by and between Custom Business Systems, Inc. ("CBSI") and New Jersey Broadcast Partners L.P. for license to use CBSI "Licensed Programs" and "Software" for WRAT(FM). The initial term is for 52 months. The agreement is in its first 12 month renewal period. Agreement may be terminated upon written notice to CBSI at least 45 days but no more than 135 days prior to the expiration of the renewal period. §1. The agreement shall not be assigned without prior written consent of CBSI, which consent shall not be unreasonably withheld, with the payment of \$300 transfer fee, per §4.]
6. Radio Advertising Bureau Membership Agreement dated as of July 26, 1996 by and between WRAT(FM) and Radio Advertising Bureau, Inc. Membership may be terminated with written notice of resignation at least 120 days prior to the requested effective date of the resignation. The agreement must be assumed by the Buyer, per 3rd paragraph.
7. **Software Products Schedule and Standard License Agreement dated as of August 21, 2000 by and between Radio Computing Services, Inc. ("RCS") and New Jersey Broadcast Partners L.P. for computer software (Selector, Revision 12) for WRAT(FM). The initial term is for 48 months. Automatic renewal for 1-year term unless broadcaster gives written notice of its intention to terminate at least 30 days prior to the end of the initial term or any subsequent term. §D. Agreement may be assigned with approval of RCS, which shall not be withheld unreasonably. §G.2 of Standard License Agreement. The Agreement may only be terminated after the full amount of the Initial Licensee Fee [for the initial term] has been paid, or if the licensee transfers to another RCS product. §I.2-3 of Standard License Agreement.
8. **Software Products Schedule and Standard License Agreement dated as of August 21, 2000 by and between Radio Computing Services, Inc. ("RCS") and Northern New Jersey Radio L.P. for computer software (Selector, Revision 12) for WDHA-FM. The initial term is for 48 months. Automatic renewal for 1-year term unless broadcaster gives written notice of its intention to terminate at least 30 days prior to the end of the initial term or any subsequent term. §D. Agreement may be assigned with approval of RCS, which shall not be withheld unreasonably. §G.2 of Standard License Agreement. The Agreement may only be terminated after the full amount of the Initial Licensee Fee [for the initial term] has been paid, or if the licensee transfers to another RCS product. §I.2-3 of Standard License Agreement.
9. Letter from SESAC Inc. to New Jersey Broadcasting Partners dated November 24, 1998 concerning SESAC Performance License agreement (Account No. 09-29-01039; ID No.

9260) by and between SESAC Inc. and New Jersey Broadcasting Partners for WRAT(FM).
[Assignability not addressed in letter]

10. AP Membership Agreement for Radio dated September 13, 1999 by and between The Associated Press and New Jersey Broadcasting Partners for AP NewsPower+ 24 hours service and New Jersey Sound Supplemental Agreement for WWTR(AM). The initial term expired on February 2, 2001, per Attachment A. Automatic renewals for successive 2-year terms unless earlier terminated by written notice no less than 180 days prior to the end of the then-current term. Agreements must be assigned to Buyer and Buyer must apply for membership in AP and assume in writing obligations and liabilities of Seller. AP must be notified of the scheduled date of execution of APA and the closing date. §11 of AP Membership Agreement for Radio Terms and Conditions.
11. Letter Extension Agreement dated February 7, 2000 by and between The Associated Press and New Jersey Broadcasting Partners extending AP service for WMTR(AM), WWTR(AM), and WDHA-FM to May 30, 2001.
12. Programming/Research Service Agreement effective January 1, 2001 by and between Audience Development Group and New Jersey Broadcasting Partners for programming consultancy and research for WMTR(AM) and WDHA-FM. This is a renewal, which terminates on December 31, 2001. Agreement is not cancelable within term of agreement.
[Assignability not addressed]
13. Licensing Agreement – Lease dated July 30, 1999 by and between FirstCom Music, Inc. and Northern New Jersey Radio, L.P. for use of discs from various music libraries for WMTR(AM) and WDHA-FM. This agreement is a renewal, which terminates on August 31, 2002. This agreement may not be assignable. Section 5 of the agreement contains contradictory terms on assignment: "Licensee shall not assign this Agreement in whole or part (including any assignment to any Radio Station, which may be owned by or related to Licensee but which is not the Station named on the face hereof)." and "This agreement shall be binding upon Licensee's heirs, successors, assigns, or any other entity purchasing or leasing Licensee prior to Licensee's full performance of this Agreement." §5.
14. Preventive Maintenance Agreement dated April 19, 2000 by and between Fritze Keyspan L.L.C. and WDHA-FM for service on HVAC equipment located at 55 Horsehill Road. The agreement terminates on April 30, 2001. Agreement may be terminated in writing at least 30 days prior to termination date per §8 of "The Purchaser Agrees". [Assignability not addressed.]
15. **Equipment Lease Agreement dated August 22, 2000 by and between General Electric Capital Corporation (Preferred Business Systems, Inc.) and Northern New Jersey Radio, L.P. for copier (Savin 9955). The term is for 60 months. Prior written consent required for assignment, per §10.

16. **Lease Agreement dated August 19, 1998 by and between Preferred Business Systems, Inc. and Northern New Jersey Radio, L.P. for copier (Panasonic 7750). Term is for 60 months. Prior written consent required for assignment, per §8.
17. **Maintenance Agreement effective May 1, 2000 by and between Interconnect Services Group II, L.L.C. ("ISG") and Northern New Jersey Radio, L.P. for Telrad digital telephone system. The initial term is for 1 year, with automatic renewals for consecutive terms of 1 year unless written notice given at least 30 days prior to the end of the then-current term. Agreement may be assigned provided that ISG receives 30 days advance written notice within which time such assignment may be accepted or agreement cancelled.
18. Agreement dated January 30, 1998 by and between Pitney Bowes Credit Corporation and Northern New Jersey Radio L.P. for lease of postage equipment. Initial term is for 51 months. [Assignability not addressed]
19. Letter from SESAC Inc. to Northern New Jersey Radio, L.P. dated November 24, 1998 concerning SESAC Performance License agreement (Account No. 01-29-01004; ID No. 2741) by and between SESAC Inc. and Northern New Jersey Radio, L.P. for WMTR(A M). [Assignability not addressed in letter]
20. Letter from SESAC Inc. to Northern New Jersey Radio, L.P. dated November 24, 1998 concerning SESAC Performance License agreement (Account No. 09-29-01005; ID No. 9245) by and between SESAC Inc. and Northern New Jersey Radio, L.P. for WDHA-FM). [Assignability not addressed in letter]
21. **Amendment dated June 1, 2000 to Affiliation Agreement, effective April 9, 1999, by and between Westwood One Radio Networks and Northern New Jersey Radio, L.P. The Amendment grants a license for transmission of Westwood One's Adult Standards format and CNN Radio via WMTR(AM)'s website. Amendment may be terminated upon 90 days prior written notice. The Affiliation Agreement requires the broadcaster to give notice no later than 14 days after execution of purchase agreement and immediately when assignment application filed with FCC and the Affiliation Agreement must be assigned and assumed. §IV.
22. **Station License Agreement to Receive and Use Arbitron Radio Listening Estimates effective October 1, 1999 by and between The Arbitron Company and New Jersey Broadcasting for WRAT(FM). Agreement terminated March 31, 2001. [Renewal is currently under negotiations.] Agreement is assignable with prior written consent. §11.
23. The Arbitron Company License Agreement effective April 1, 1996 by and between The Arbitron Company and WMTR/WDHA for Adjacent Market Report for New York. Agreement terminated March 31, 2001. [Renewal is currently under negotiations.] [Assignability by broadcaster not addressed]
24. **License Agreement to Receive and Use Scarborough Consumer, Media and Retail Report effective April 1, 1996 by and between The Arbitron Company and WMTR/WDHA.

Agreement terminated March 31, 2001. [Renewal is currently under negotiations.]
Agreement is assignable with prior written consent. §10.

25. **Station License to Receive and Use Arbitron Radio Listening Estimates effective April 1, 1996 by and between The Arbitron Company and WMTR/WDHA. Agreement terminated March 31, 2001. [Renewal is currently under negotiations.] Agreement is assignable with prior written consent. §11
26. Single Station Radio Blanket License Agreement dated October 7, 1996 by and between Broadcast Music, Inc. and New Jersey Broadcasting Partners, L.P. for WRAT(FM). Assignable to Buyer. Seller will be relieved of future liability under agreement upon BMI approval of application. §9
27. Local Station Blanket Radio License effective January 1, 1996 by and between American Society of Composers, Authors and Publishers and Northern New Jersey Radio, L.P. for WDHA-FM. Assignable to Buyer but does not relieve obligations under agreement. §16
28. Local Station Blanket Radio License effective March 19, 1999 by and between American Society of Composers, Authors and Publishers and New Jersey AM Radio, L.P. for WWTR-AM. Assignable to Buyer but does not relieve obligations under agreement. §16
29. Local Station Blanket Radio License effective January 1, 1996 by and between American Society of Composers, Authors and Publishers and Northern New Jersey Radio, L.P. for WMTR-AM. Assignable to Buyer but does not relieve obligations under agreement. §16
30. Radio Advertising Bureau Membership Agreement effective February, 1992 by and between WMTR/WDHA and Radio Advertising Bureau, Inc. Membership may be terminated with written notice of resignation at least 90 days prior to the requested effective date of the resignation. The agreement must be assumed by the Buyer, per 3rd paragraph.
31. **Software Products Schedule and Standard License Agreement dated March 23, 1999 by and between Radio Computing Services, Inc. ("RCS") and WDHA-FM for computer software (ProRate, Revision 3). The agreement is in its initial term of 36 months. Automatic renewal for 1-year term unless broadcaster gives written notice of its intention to terminate at least 30 days prior to the end of the initial term or any subsequent term. §D. Agreement may be assigned with approval of RCS, which shall not be withheld unreasonably. §G.2 of Standard License Agreement. The Agreement may only be terminated after the full amount of the Initial Licensee Fee [for the initial term] has been paid, or if the licensee transfers to another RCS product. §I.2-3 of Standard License Agreement. Sellers paid the full amount of the Initial Licensee Fee and the license will be terminated at the end of the initial term.
32. **Software Products Schedule and Standard License Agreement dated as of March 22, 2000 by and between Radio Computing Services, Inc. ("RCS") and WMTR-AM for computer software (ProRate, Revision 3). The agreement is in its initial term of 36 months. Automatic renewal for 1-year term unless broadcaster gives written notice of its intention to terminate at least 30 days prior to the end of the initial term or any subsequent term. §D. Agreement

may be assigned with approval of RCS, which shall not be withheld unreasonably. §G.2 of Standard License Agreement. The Agreement may only be terminated after the full amount of the Initial Licensee Fee [for the initial term] has been paid, or if the licensee transfers to another RCS product. §I.2-3 of Standard License Agreement. Sellers paid the full amount of the Initial Licensee Fee and the license will be terminated at the end of the initial term.

33. Broadcast Agreement dated February 14, 1995 by and between WDHA-FM and Truth and Fun, Inc. for the Grateful Dead Hour. Agreement is not assignable per §17(d).
34. Local Station Blanket Radio License effective July 1, 1996 by and between American Society of Composers, Authors and Publishers and New Jersey Broadcasting Partners, L.P. for WRAT(FM). Assignable to Buyer but does not relieve obligations under agreement. §16
35. Facilities License – Denville Tower Site/Casterline Road dated July 23, 1997 by and between High Mountain Tower, Inc. and Dover Taxi for tower space. Initial term is for 5 years commencing on the date of equipment installment.
36. PCS Site Agreement [for Union Hill/Caster Line Road Tower] dated September 4, 1996 by and between Northern New Jersey Radio, L.P., as Owner, and Sprint Spectrum L.P. Initial term is for 5 years, with 3 automatic renewal terms of 5 years each (unless Sprint notifies its intention not to renew 90 days prior to expiration of term).
37. Communications Site Sublicense Agreement (Tower) [Denville Tower Site/Casterline Road] dated May 29, 1997 by and between Smart SMR of New York, Inc. d/b/a Nextel Communications and High Mountain Tower, Inc. Initial term is for 5 years with option to renew for 3 successive 5 year terms. The first renewal is automatic unless Nextel notifies its intention not to renew prior to expiration of term, and the second and third renewals are automatic unless either party notifies the other of its intention not to renew 1 year prior to the commencement of the succeeding renewal term. Agreement may be assigned upon written notice to Nextel so long as the assignee assumes obligations per §14.
38. Communications Site Sublease Agreement [Denville Tower Site/Casterline Road] dated November 1, 1999 by and between The Ardis Company and High Mountain Tower, Inc. Initial term is for 5 years with option to renew for 3 successive 5 year terms. The first renewal is automatic unless Ardis notifies its intention not to renew prior to expiration of term, and the second and third renewals are automatic unless either party notifies the other of its intention not to renew 1 year prior to the commencement of the succeeding renewal term. Agreement may be assigned upon written notice to Ardis so long as the assignee assumes obligations per §14.
39. Existing Tower Site Agreement [1731 F Street Tower] dated August 1, 1994 by and between Seawood Tower Corporation, as assigned to New Jersey Broadcasting Partners, L.P., and Long Branch Cellular Telephone Company, as assigned to Cellular One, then to Cingular Wireless. (Deed dated October 7, 1996 between Seawood Tower Corporation, as Grantor, and New Jersey Broadcasting Partners, L.P., as Grantee attached.) Initial term is for 10 years with option to renew for 3 successive 5 year terms. All renewals are automatic unless

Cingular notifies its intention not to renew 90 days prior to the expiration of the then-current term. Agreement is binding on assigns. §21.8

40. Communications Site License Agreement (Tower) [1731 F Street Tower] dated June 20, 1997 by and between Smart SMR of New York, Inc. d/b/a Nextel Communications and New Jersey Broadcasting Partners, L.P. Initial term is for 5 years with option to renew for 3 successive 5 year terms. The first renewal is automatic unless Nextel notifies its intention not to renew prior to expiration of term, and the second and third renewals are automatic unless either party notifies the other of its intention not to renew 1 year prior to the commencement of the succeeding renewal term. Agreement may be assigned upon written notice to Nextel so long as the assignee assumes obligations per §14.
41. Standard Lease Agreement [1731 F Street Tower] dated May 22, 1997 by and between Omnipoint Communications Inc. and New Jersey Broadcasting Partners, L.P. Initial term is for 10 years with option to renew for 3 successive 5 year terms. Lessee exercises its renewal rights by written notice at least 30 days before expiration of then-current term.
42. PCS Site Agreement [1731 F Street Tower] dated September 4, 1996 by and between New Jersey Broadcasting Partners, L.P., as Owner, and Sprint Spectrum L.P. Initial term is for 5 years, with 3 automatic renewal terms of 5 years each (unless Sprint notifies its intention not to renew 90 days prior to expiration of term).
43. **Affiliation Agreement dated April 14, 1999 by and between Westwood One Radio Networks and New Jersey Am Radio L.P. for rights to broadcast Westwood One's "Adult Standards/AM Only" radio programming for WWTR(AM). Initial term expires May 31, 2003 with automatic renewals for successive 3-year terms unless either party notifies the other of intent not to renew not less than 90 days prior to expiration of the then-current term. Agreement may not be assigned without prior written consent. Broadcaster must immediately notify Unistar when application filed with FCC for assignment. Failure to cause Buyer to assume agreement constitutes breach of Agreement. §IV(h).
44. Oral agreement by and between Morristown Railroad and High Mountain Tower, Inc. for tower space [Denville Tower Site/Casterline Road].
45. Oral agreement by and between Keith Roth and Aimee Sliker (Owners) and New Jersey Broadcasting Partners, L.P. for rights to broadcast specialty DJ show called "The Electric Ballroom" on WRAT(FM)[2 hour program on Sunday nights]. Keith Roth and Aimee Sliker own all rights to "The Electric Ballroom". Consideration for rights to broadcast "The Electric Ballroom" on WRAT(FM) is a nominal hourly fee paid to Keith Roth and Aimee Sliker and use of the production facilities at WRAT(FM).
46. **Software Products Schedule and Standard License Agreement dated March 23, 1999 by and between Radio Computing Services, Inc. ("RCS") and WRAT(FM) for computer software (ProRate, Revision 3). The agreement is in its initial term of 36 months. Automatic renewal for 1-year term unless broadcaster gives written notice of its intention to terminate at least 30 days prior to the end of the initial term or any subsequent term. §D. Agreement

may be assigned with approval of RCS, which shall not be withheld unreasonably. §G.2 of Standard License Agreement. The Agreement may only be terminated after the full amount of the Initial Licensee Fee [for the initial term] has been paid, or if the licensee transfers to another RCS product. §I.2-3 of Standard License Agreement. Sellers paid the full amount of the Initial Licensee Fee and the license will be terminated at the end of the initial term.

47. Listing of Advertiser Contracts (including for cash, trade and barter, promotions, and public service announcements).

NOTES:

*There may be minor differences between the actual payment amounts and the payment terms on the contracts listed due to customary escalations and applicable sales and use taxes.

**Indicates those contracts for which consent must be obtained to assign the particular contract to Buyer.

Schedule 2.4 - Intellectual Property**

1. Internet Service Provider ISDN Numbers:
973/984-0255
973/984-0369
2. New Jersey Radio Broadcasting Partners, L.P.
 - a. Call Sign "WRAT(FM)"
 - b. Domain Name "www.wrat.com"
 - c. Telephone Numbers:
732/681-3800 (studio)
732/531-0051 (local Red Bank number)
732/681-3890 (request line)
732/681-3802 (hotline)
732/681-5995 (fax)
732/681-9298 (fax)
 - d. *Service Mark "THE RAT ROCKS", owned by New Jersey Radio Broadcasting Partners, L.P., registered April 7, 1998 (Registration No. 2149314)(Serial No. 75266093).
 - e. *Service Mark "WRAT 95.9 THE RAT ROCKS!", owned by New Jersey Radio Broadcasting Partners, L.P., registered January 20, 1998 (Registration No. 2130765)(Serial No. 75274688).
 - f. Pending application for Service Mark "WRAT 95.9 RATFEST", applied for by New Jersey Broadcasting Partners, L.P., filed on October 7, 1999.
 - g. Pending application for Service Mark "LIVING IN STYLE", applied for by New Jersey Broadcasting Partners, L.P., filed on June 1, 2000. A response to an office action letter from the U.S. Patent and Trademark Office is due by May 13, 2001.
 - h. Pending application for Service Mark "JERSEY JAMS", applied for by New Jersey Broadcasting Partners, L.P., filed on June 1, 2000. A response to an office action letter from the U.S. Patent and Trademark Office is due by May 13, 2001.
 - i. Pending application for Service Mark "BIG GREASY BREAKFAST", applied for by New Jersey Broadcasting Partners, L.P., filed on August 15, 2000.
 - j. Pending application for Service Mark "BIG SCREEN WEATHER", applied for by New Jersey Broadcasting Partners, L.P., filed on August 15, 2000. A response to an office action letter from the U.S. Patent & Trademark Office is due by October 3, 2001.
3. Northern New Jersey Radio Limited Partnership
 - a. Call Signs "WMTR(AM)" and "WDHA-FM"
 - b. Domain Names "www.wdhafm.com" and "www.wmtram.com"
 - c. Telephone Numbers:
973/538-1250 (studio)
973/455-1055 (studio)
973/267-WMTR (9687)(studio)
973/267-SNOW (7669)(studio)
973/538-3060 (fax)

- 973/267-7931 (fax)
 - 973/539-7395-6 (ISDN)
 - 973/490-7051-2 (ISDN)
 - 973/490-7053-4 (ISDN)
 - 973/328-4850 (ISDN)
 - d. T-1 Line
HCGA 079404
 - e. *Service Mark "JERSEY'S ROCK RADIO", owned by Northern New Jersey Radio Limited Partnership, registered March 18, 1997 (Registration No. 2046844)(Serial No. 75134108).
 - f. *Service Mark "THE ROCK OF NEW JERSEY", owned by Northern New Jersey Radio Limited Partnership, registered May 27, 1997 (Registration No. 2065213)(Serial No. 75134111).
 - g. *Service Mark "ROCKS NEW JERSEY", owned by Northern New Jersey Radio Limited Partnership, registered February 3, 1998 (Registration No. 2133909)(Serial No. 75151630).
 - h. *Service Mark "JERSEY'S OWN ROCK RADIO", owned by Northern New Jersey Radio Limited Partnership, registered July 25, 2000 (Registration No. 2370543)(Serial No. 75664836).
4. New Jersey AM Radio L.P.
- a. Call Sign "WWTR(AM)"
 - b. Telephone Numbers
908/722-8442 (studio)
 - c. T-1 Line
HCGA 113479

*Affidavit regarding the mark in use must be filed between the end of the fifth (5th) year following registration and before the expiration of the sixth (6th) year following registration. Trademarks are issued for ten (10) year terms. Renewals are accepted beginning six (6) months prior to the expiration date.

**There are additional telephone lines.

Schedule 2.6 - Real Property

1. 55 Horse Hill Road, Hanover Township, Morris County, New Jersey

This property is owned by NNJR, LLC. Northern New Jersey Radio Limited Partnership is the lessee and occupies the property pursuant to a lease. The lease provides for a term of ten (10) years commencing May 15, 1991, with two (2) five-year options.

2. A portion of Lot 4 and access across Lot 3 to Casterline Road, Block 10003, Denville Township, Morris County, New Jersey.

Lease by and between the State of New Jersey and Northern New Jersey Radio Partners ("NNJRP") dated as of September 30, 1994 for the premises known as a portion of Lot 4, Block 10003 on the Tax Map of Denville Township, Morris County, New Jersey, together with access from Casterline Road over Lot 3, Block 10003. That lease was assigned by NNJRP to High Mountain Tower, Inc. with the consent of the State of New Jersey as of April 11, 1996. High Mountain Tower, Inc. then subleased a portion of the tower space to New Jersey Radio Limited Partnership on the same date. This sublease is to be terminated as of the closing of the within transaction.

By letter dated April 28, 2000, S.J. Scola, High Mountain Tower, Inc., sent a draft letter of intent to A.R. Mazzella, Director of Property Management and Construction, State of New Jersey, proposing the purchase of the property. By letter dated May 10, 2000, A.R. Mazzella advised S.J. Scola that the draft letter of intent has been forwarded to the Department of Human Services for comment [because the property is part of the Greystone Psychiatric Hospital under the jurisdiction of the Department of Human Services]. By letter dated December 19, 2000, R.A. Rusciano, Director, Division of Property Management and Construction, Department of the Treasury, advised S.J. Scola that the Department of Human Services is conducting a comprehensive use study of Greystone and the surrounding property and as such the proposal for the sale of the property would be deferred until such time as the study is complete.

3. 1731 F. St., South Belmar, New Jersey (tower site) and 610 Main St., Belmar, New Jersey (studio site)

Both properties are owned by New Jersey Broadcasting Partners, L.P.

4. 9 Finderne Avenue, Bridgewater Township, New Jersey

This property is owned by Active Trucking Services, Inc. and leased to New Jersey AM Radio, L.P. pursuant to a lease by and between those parties dated February 11, 1999. The lease has a 10-year term.

Schedule 3.4 – Non-Station Assets

WRAT Personal Items Inventory

Dan Finn (GM Office)

21 pictures
1 wall clock
3 desk radios
1 desk lamp
Desk Lamp on Mary Ann
Schel's desk

Dannie Schade (Prod)

All pictures on wall
2 dictionaries
Word Book
CD's
Jethro Tull
Mike Reid
Eric Clapton
Headphones

Carl Craft (PD Office)

Plaques
Alice in Chains
Nirvana
Megadeth
Counting Crows
Lyle Lovett
Tom Cochrane
Soundgarden
Marc Cohn
Elton John/U2
Lenny Kravitz "5"
Days of the New
Peter Gabriel
Beatles "White Album"
Stereo w/CD player/radio
Rolodex
Tom Petty autographed bat
Tile of First Presbyterian
Church, Smithtown
Lava Lamp
Homer Simpson clock

Doug Sjonvall (Promotions)

Andy Petil plaque
Computer games/programs
Print Artist
Calendar Creator
Tomb Raider, I, II, III
Kingpin
Acid
Funwall Shelf Kit
Autographed & Celebrity wall
hangings
Potato spud gun
Couch
Tomb Raider doll
Rat fink doll
Q104 3 jacket
Random knickknacks
Motorcycle helmet
Stuffed animals

Robyn Lane (APD Office)

Sony Boom Box
All gold/platinum albums
All pictures/frames
Candles
Stuffed toys
All ornamental, i.e. figurines,
angels, vases, etc.
AM/FM Microphone Radio
Everything on desk minus
telephone
Toaster Oven
Tea Light Lantern
Dictionary & Thesaurus

Michele Massaro (NSM)

3 pictures
Sentry Calendar
Vase/flowers
Candle
GE radio
Pathos plant
Station brag books rat/rz
Metal divider file
"Girls just wanna" plaque

Rik Johnson (Promotions)

CD/Cassette Radio
Slingerland Stapler
Tape Dispenser
Autograph's
Korn
James Murphy
Emperor
Diffuser
Photos w/Chief Spires &
Jensen
Cradle Glossy Photo
Skrape Trash Can
Headphones
Metal Meltdown Game
Chia Elmer Fudd
Wilson/Sprint Football

Silvio Esposito - Personal Possessions

- (1) Picture - Subway Series
- (2) Picture - 44 Yard Line
- (3) Clock - Miami Dolphins
- (4) Lloyds Portable Radio
- (5) GE Portable Radio

These are the belongings of Ellen Anapolle Paola

One IBM Think Pad

One Lamp

Two plastic file holders

One 5x8 card file holder

One wall print-beach scene

Leather legal folder and a leather bag

One WDHA jacket

Photo quality-printing paper

Photo frames with musicians

Candles, variety pack

Polaroid camera and film

12 mugs

Tin Cans

10 years worth of Daytimers (year at a glance)

2 Bud Vases

Dog Calendar

Wrapping Paper

Voo doo doll

VW car

Wrapping Paper

Canvas shoulder bag

3 personalized pens

Numerous training Manuals

Rubber duck

Wine

TO: ED
FROM: TERRIE CARR
RE: PERSONAL POSSESSIONS IN MY OFFICE

Gold records awarded to me "Terrie Carr" from - Lenny Kravitz (in the shape of a 5) Creed. Rock Monitor. A Perfect Circle.

Framed artifacts from Rock monitor. Framed award from R&R

2 Oak Cd Holders

3 basket garbage cans

Gold clock

Indian mirror

TC Wooden blocks

Yorkshire terrier dog with wobbily head

Autographed pics from Brampton, Jonny Lang, Pat Dinizio, David Coverdale, Warren Zevon, Chris Isaak, Scott Weiland

Bulletin board behind my desk and it's contents

Vermont teddy bear (congratulations bear)

"On the air" radio microphone

Gene Simmons KISS doll

Photos on the back wall of my office that contain myself and various musicians, in frames

1 candle holder in the shape of a glass

1 candle votive holder

Various cds that are mine from home.

Reprise relaxation fountain.

Kiss calendar

Various DHA newspaper clippings- (star ledger, etc)

1 Indian blanket

2 Terrie Carr wire sculptures

2 framed rock stamp pictures

Terrie Carr

MEMORANDUM

April 25, 2001

To: Ed Silver

Fr: Rich Heller

Re: Personal Possessions for Suzanne Hitchcock

1 magic wizard

1 calculator

1 Kermit the Frog

1 shark

1 bottle of lotion

TO: Ed Silver
FROM: C Edwards
RE: Personal Possession Inventory
DATE: 4/26/01

Unfortunately I was already gone for the day when your memo regarding this subject came out. I therefore could not comply with the 5:45 PM April 25th deadline for submitting my personal possessions. Here is my list:

- 1) Grundig/Majestic console AM/FM Short-wave radio with record player
- 2) Television show directory book
- 3) Sharp EL 1114 calculator
- 4) Silver table lamp on my desk
- 5) Small black reading light on my desk
- 6) Both notepaper holders on my desk - one plastic, one wood
- 7) Eagles calendar
- 8) Misc. pens, pencils, magnifying glass, screwdriver, and small yellow flashlight (All in my desk)
- 9) Somerset County map
- 10) Several highlighters in my desk (anything that is not yellow)
- 11) Both wall calendars next to my desk
- 12) All personal pictures in and around my bulletin board area
- 13) State Farm Road Atlas
- 14) Windex, Lysol, Endust, Plug Ins and related cleaning supplies in my credenza
- 15) Several light bulbs in my credenza
- 16) Picture of 1930's radio in my office
- 17) 2000 and 2001 monthly planners in my desk
- 18) NRSV Bible in my desk

Marianne has various personal items on her desk such as a small jukebox, penholder and Elvis box.



MELISSA FAULKNER'S POSSESSIONS

NONE

LUCINDA COUNCIL'S POSESSIONS

**MAYA ANGELOU PICTURE
VARIOUS POSTCARDS ON WALL**

DAVID STEIN'S PERSONAL POSSESSIONS

1. Kandinsky Poster
2. Firehouse Restaurant Menu on Wall
3. PNC Arts Center CD Clock
4. One Rod Carew Hall-Of-Fame Postcard
5. One Mr. Wizard Postcard
6. One Can of Old Frothingslosh Beer
7. One Coors Light Insignia Baseball
8. One Harley-Davidson Replica Street Rod
9. Trivial Pursuit Game-Sports Edition
10. Derek Jeter Replica Statue
11. One Guinness Pen
12. One Guinness Pint Glass
13. One Trend Motors Beer Holder
14. Various Books- Titles:
 - "Soft Selling In A Hard World"
 - "The Book Of Lists"
 - "Selling Radio Direct"
 - "Baseball-Facts, Feats, and Firsts, Sporting News"
 - "Sports Encyclopedia-Baseball 2000"
15. One Casio Calculator

Personal Belongings from the Promotions & Marketing Departments

Ed Roth: **Winged Toy Creature, Mini GI Joe Toy, Middle Finger Hand, Rock Fountain, Assorted Candles, Assorted Glassware, Assorted Awards, Pictures of my Daughter, "Happiness" Plaque, KISS Clock, KISS Calendar, Bugs Bunny Picture, Lamp over Computer, Rock on Desk , Bear Book**

Shawn Potillo: **Buffalo Bills Glass**

Selina Nixon: **Flyers Hat, Eagles Hat, "Believe Rock"**

Mike Salvador & Jon D: **The clothes on their backs**

STEPHEN J. SCOLA

PERSONAL FILMS

- 1 JVC AM/FM RADIO TAPE PLAYER MODEL PC-111
- 2 BROOK STONE DIGITAL CLOCK
- 3 FANTASIN KOOL KLOCK
- 4 THREE (3) PICTURES: LI JAWS LOGO
- 5 WRDR LOGO
- 6 NJ ROCKIN ROLLERS W/HAT & FLAGS
- 7 THREE COFFEE MUGS

Mark Unglaub – Personal Possessions List

- Hanging office plant
- Basket ball and hoop
- Family pictures and kids drawings
- Hanging Corona bird
- Picture on wall
- Desk Blotter
- Hippo and Bull paper weights
- Calculator
- Coors Light Baseball
- Sam Adam's Glass
- Dictionary
- Thesaurus
- Cereal Bowl and Spoon
- Tupperware
- Thank you cards
- Rugrats Toothpaste and Tooth Brush

Mike Normand - Personal Possessions List

1. New York, New York picture
2. Talbot Aquadyne (Dolphin Boat) picture
3. WDHA rock clock
4. Fake office plant
5. Geese in flight statue
6. Super Bowl/ Miller Lite glass
7. Books
 - Selling
 - Red Hot Cold Calling
 - Low Profile Selling
 - Tuesday's with Morrie
 - The Richest Man in Babylon
 - The Salesman's Book of Wisdom
8. Briefcase
9. Orange desk lamp
10. 2 - Business News New Jersey book of lists
11. Tom Hopkins - Low Profile Selling tape series
12. SRDS - May 1996
13. WDHA & WRAT coffee mugs
14. Day Runner & refills
15. Cereal bowl & spoon
16. Business cards (various)
17. One leopard fez

Memo

Date: 4/25/01
To: Ed Silver
From: Rotha Maddox
RE: Personal Possessions

Canon BJC-4300 printer and original packing box gobbler desk ornament
Coffee mug on desk with pens/pencils various publications
2 WDHA mugs
Olde Mill Inn mug
Turning Point, Inc. mug
"you're even sweeter than chocolate" mug
Bass Ale Beer glass
Guinness Black and Tan beer glass
M&M soap dispenser
Corey Glover CD
Two pair high heel shoes
Calculator
Falling In Love Simon Mall CD
On back corkboard, 2 baseball caps, \$3 bill, Mothra sign MDC poster
Bichons Frises calendar
Today's Mouse in original package
Windows 95 Upgrade in original package
Bass Masters Fishing Classic Tournament Edition 3D game
RMM

Memorandum

Date: 4/25/01
To: S. Scott
From: Ed Silver
RE: Personal Possessions

The following items belong to me, and not the company:

Autographed Hansen Brothers Photo	Yankees Mug
(2) Hockey Sticks	Autographed Rangers Puck
"Success" and "Commitment" Placques	Miller Ice Football Helmet
Mark King Golf Print	"Rod Gilbert" Autographed Hat
Sony "Mega Bass Port" Boom Box w/ remote	1989 WRDR Rutgers Football
Coat Rack	NY Rangers Mug
Briefcase and All Contents (except sales packages)	Golf Ball holder w/ (4) logo balls
Gold Golf Bag Clock	'99 "BGB" Diner Tour Mug
Golf Business Card Holder	Beck's Oktoberfest Stein
Personal Items in top left desk drawer, (ie. Grooming supplies, dictionary, etc.)	
Shot Glasses and Snacks in rear console	Book of Baseball Knowledge
Large Plant	Major League Handbook
Yankees Clock	All Rutgers Media Guides
Captains Wheel	1998 Baseball Encyclopedia
Bob's Big Boy Bobblehead	Jeny Garcia Picture and frame
'BGB' Travel Mug	Toy Golf/Pool Table

4/25/01

TO: ED SILVER

FR: PAUL SACILOWSKI

RE: PERSONAL INVENTORY

DT: 4/25/01

1 BOX OF PERSONAL CDS, CARTS, CASSETTES

1 PAIR SONY HEADPHONES (IN FM PRODUCTION, BLOWN OUT)

MEMORANDUM

April 25, 2001

To: Ed Silver

Fr: Rich Heller

Re: Personal Possessions

1 calculator

1 business card holder

1 fish pillow

Brian Grant - Personal Possessions List

1. Chesapeake Coffee Cup
2. 65 Mustang Replica Car
3. Viking Ship
4. Business Carry Bag
5. Calculator

Tom Lewis Possessions

Photos + Calendars

Jimmy Lawrence

Family Photos

4/25/01

TO : ED SILVER
FROM : MIKE "RANT & RAVE" CASSIDY
RE : PERSONAL POSSESSIONS INVENTORY

PURSUANT TO YOUR MEMO DATED 4/25/01, THE FOLLOWING LIST REPRESENTS MY PERSONAL POSSESSIONS.

1 MAP OF NEW JERSEY
1 FLAG OF IRELAND
1 "NO BULL" BASEBALL CAP
1 GUINNESS PIN
1 YANKEE'S CHAMPIONSHIP PLAQUE
1 SOPRANO'S POSTCARD
1 CINCO DE MAYO BAR COASTER
1 JOE DI MAGGIO POSTCARD
1 "SIZE MATTERS" GUINNESS POSTER
2 GUINNESS BOTTLE OPENERS
1 MT. WASHINGTON, N.H. POSTCARD
1 SMALL IRELAND FLAG
2 GUINNESS PINT GLASSES
1 BOTTLE OF LONG SHORE BEER
1 BOTTLE OF JUSTICE PALE ALE
1 CAN OF OLD FROTHINGSLOSH BEER
1 YANKEE'S BAT PEN
1 SMALL RED CANDLE
1 TREND MOTORS/VW CUZZI-THING
1 YANKEE'S LOGO BASEBALL AND PLASTIC STAND
1 COORS LIGHT LOGO BASEBALL
1 CINCO DE MAYO BADGE
1 VOTE CASSIDY BADGE
1 "CLEVER SAYING" BADGE
1 MAP OF MORRISTOWN
1 YANKEE'S LOGO
1 DIAGRAM OF YANKEE'S STADIUM
1 BALD EAGLE PICTURE
2 12-INCH RULERS
1 TIN OF MINTS
1 WOODEN BASEBALL BAT
3 WDHA BOTTLE OPENERS
1 UGLY NECKTIE
1 HAND-MADE MAILBOX
1 PAIR OF THUMB HANDCUFFS
1 SMALL BOTTLE OF MOUTHWASH
1 KEYBOARD CALCULATOR
1 BOTTLE OF ASPIRIN
2 BOXES OF WOODEN MATCHES
2 MAXELL AUDIO CASSETTES
1 FILE TITLED "MIKE CASSIDY PERSONAL."
1 STRING OF MARDI GRAS BEADS
1 CLIPBOARD
1 FRISBEE
1 SMALL PORNOGRAPHIC VIEWFINDER
ALL NEWSPAPER SECTIONS
1 HANDGUN (TO SHOOT MYSELF WITH...)

Mike Kazala

Inventory of Personal Items

WRAT-FM

Sony "Boom Box" AM/FM w/ cassette and CD Player
VHS Movies such as "Crazy People", "Tommy Boy", utilized in sales meetings
Personal Desk Accessories, pens, etc
Rolodex
Business Card Rolodex
Dictionary, Thesaurus

WJRZ-FM

Wall Hangings

Miller Lite Clock
2 Lighthouse Posters
Rat Pack Framed Poster
Michael Jordan Framed Poster
Beatles "Signed" Framed Litho
GW University Framed Race Program
"Singing Jaws"
College Banners

Personal Effects: Framed Photos, desk accessories, etc
Dictionary, Thesaurus, etc
Several Business Books, i.e. "The Wizard of Ads", "Guerilla Marketing", etc

Schedule 6.3 – FCC Applications, Complaints, Etc.

1. On July 7, 1998, Northern New Jersey Radio Limited Partnership filed a letter with the Commission advising that on June 10, 1998, a request for a new FAA study (on FAA Form 7460-1) was filed for the currently authorized WMTR(AM) 3-tower array antenna structure. The letter also advised the Commission that the WMTR(AM) 3-tower array would be registered with the Commission as soon as Northern New Jersey Radio Limited Partnership receives the FAA clearance for the WMTR(AM) antenna structure. On November 14, 2000, 2 of the 3 towers in the array were registered with the Commission (FCC Antenna Structure Registration Nos. 1219725 and 1219719). Although the FAA cleared 2 of the 3 towers in the array, the FAA requested further study on the 3rd tower. To this date, the FAA has neither rejected or cleared the 3rd tower. In part due to this delay, Northern New Jersey Radio Limited Partnership studied the feasibility of increasing the nighttime signal pattern of WMTR(AM), Northern New Jersey Radio Limited Partnership by reconfiguring the existing towers from a 3-tower array to a 4-tower array using the 2 existing towers (registered with the FCC), constructing 2 new towers with heights not to exceed 200 feet, and dismantling the 3rd tower (not registered with the FCC). On March 9, 2001, an FCC 301 application to modify the nighttime array for WMTR(AM) accordingly was filed with the Commission (FCC File No. CDBS20000309AAQ).

WMTR(AM) is currently operating pursuant to a Special Temporary Authority, most recently granted by the FCC on January 10, 2001. The Special Temporary Authority authorizes WMTR(AM) to operate with parameters at variance and/or reduced power while maintaining monitor points within licensed limits. The Special Temporary Authority is due to expire on July 10, 2001.

Schedule 6.4 - Liens

1. UCC-1 Financing Statement filed with the New Jersey Secretary of State against New Jersey Am Radio, L.P. (Debtor) by CIT Lending Services Corporation, as Agent (Secured Party).
2. UCC-1 Financing Statement filed with the New Jersey Secretary of State against Northern New Jersey Radio Limited Partnership (Debtor) by CIT Lending Services Corporation, as Agent (Secured Party).
3. UCC-1 Financing Statement filed with the Delaware Secretary of State against Northern New Jersey Radio Limited Partnership (Debtor) by CIT Lending Services Corporation, as Agent (Secured Party).
4. UCC-1 Financing Statement filed with the New Jersey Secretary of State against New Jersey Broadcasting Partners, L.P. (Debtor) by CIT Lending Services Corporation, as Agent (Secured Party).
5. Mortgage (of WRAT Studio [F Street] and Tower) made April 27, 2000 by New Jersey Broadcasting Partners, L.P. in favor of CIT Lending Services Corporation, as Agent.
6. Mortgage (of WRAT Studio [Main Street]) made April 27, 2000 by New Jersey Broadcasting Partners, L.P. in favor of CIT Lending Services Corporation, as Agent.
7. Leasehold Mortgage (of WDHA-FM/WMTR(AM) Studio and WMTR(AM) Tower) made April 27, 2000 by Northern New Jersey Radio Limited Partnership in favor of CIT Lending Services Corporation, as Agent.
8. Leasehold Mortgage (of WDHA-FM Tower) made April 27, 2000 by Northern New Jersey Radio Limited Partnership in favor of CIT Lending Services Corporation, as Agent.
9. Leasehold Mortgage (of WWTR(AM) Tower) made April 27, 2000 by New Jersey AM Radio, L. P. in favor of CIT Lending Services Corporation, as Agent.
10. UCC-1 Financing Statement filed with the New Jersey Secretary of State against High Mountain Tower, Inc. (Debtor) by CIT Lending Services Corporation, as Agent (Secured Party).
11. Leasehold Mortgage (of WDHA-FM Tower Land Lease) made April 27, 2000 by High Mountain Tower, Inc. in favor of CIT Lending Services Corporation, as Agent.
12. Fee Mortgage (of WDHA-FM/WMTR(AM) Studio and WMTR(AM) Tower) made April 27, 2000 by NNJR, LLC in favor of CIT Lending Services Corporation, as Agent.
13. UCC-1 Financing Statement filed with the New Jersey Secretary of State against NNJR LLC (Debtor) by CIT Lending Services Corporation, as Agent (Secured Party).

14. UCC-1 Financing Statement filed with the New Jersey Secretary of State against The E. Burke Ross, Jr., Family Trust I (Debtor) by CIT Lending Services Corporation, as Agent 1973209).

15. UCC-1 Financing Statement filed with the New Jersey Secretary of State against New Jersey Broadcasting, Inc. (Debtor) by CIT Lending Services Corporation, as Agent 1973211).

Schedule 6.6 – Litigation and Judgments

1. In an action entitled Atlantic Broadcasting Corporation, Joseph J. Knox and Brent McNally v. Joan Beth Hansen, Estate of Joseph J. Knox, Sr., Anthony Hansen, pending in the Superior Court of New Jersey, Chancery Division, Ocean County, New Jersey and bearing docket number OCN – C 87 98 plaintiffs seek to have the court determine the owners of the stock Atlantic Broadcasting Corporation, the assets of which are to be sold to Central New Jersey Broadcasters, L.P. pursuant to an Asset Purchase Agreement dated June 2, 2000. The defendants third party plaintiffs challenge the validity of the Asset Purchase Agreement in the Third Party Complaint and seek damages.
2. In an action entitled Collins v. New Jersey Broadcasting Partners, L.P./Casa Comida/Sitting Duck/GPU, a family member(s) of decedent Matthew Collins seeks damages for the death of Matthew Collins from a drunk driving accident following a Cinco de Mayo party sponsored by WRAT(FM) and Corona. This claim is covered under New Jersey Broadcasting Partners, L.P.'s general liability policy. The insurance company is providing a reserve in the amount of \$130,000.
3. Notice of Charge of Discrimination dated May 3, 2001 filed by Marianne Laird-Bird with the Equal Employment Opportunity Commission against Northern New Jersey Radio, L.P. alleging discrimination based on the Complainant's sex and age (Charge No. 171A10475).

Schedule 6.9 - Compliance with Laws

1. Administrative Consent Order Amendment by and between the State of New Jersey, Department of Environmental Protection In the Matter of The Prospect/Singer Company site and Prospect Purchasing Company, Inc., Prospect Industries Corporation and Active Trucking Services, Inc., executed May __, 1995 concerning the WWTR(AM) real property. The Administrative Consent Order and the Administrative Consent Order Amendment were issued prior to New Jersey AM Radio, L.P., the licensee of WWTR(AM), becoming a lessee of the subject property and New Jersey AM Radio, L.P. has never been a party to the Administrative Consent Order or the Administrative Consent Order Amendment.
2. During the removal of an underground storage tank (“UST”) used to hold fuel oil on the premises at 55 Horsehill Road, Hanover Township, New Jersey, fuel oil was discovered in the ground. On March 27, 2000, Northern New Jersey Radio, L.P. entered into a Memorandum of Agreement for Non-Residential Properties with the New Jersey Department of Environmental Protection (“NJDEP”) to conduct a cleanup of the site with oversight from the NJDEP. The UST and the contaminated soil were removed, and soil samples taken and tested. The area was investigated by Sunrise Environmental Services, Inc. (“Sunrise”). Sunrise issued a Site Investigation/Remedial Action Report, dated November 4, 2000, which was submitted to the NJDEP on November 6, 2000. The results of the Site Investigation/Remedial Action Report confirmed the absence of actionable impacts to the site.
3. On July 7, 1998, Northern New Jersey Radio Limited Partnership filed a letter with the Commission advising that on June 10, 1998, a request for a new FAA study (on FAA Form 7460-1) was filed for the currently authorized WMTR(AM) 3-tower array antenna structure. The letter also advised the Commission that the WMTR(AM) 3-tower array would be registered with the Commission as soon as Northern New Jersey Radio Limited Partnership receives the FAA clearance for the WMTR(AM) antenna structure. On November 14, 2000, 2 of the 3 towers in the array were registered with the Commission (FCC Antenna Structure Registration Nos. 1219725 and 1219719). Although the FAA cleared 2 of the 3 towers in the array, the FAA requested further study on the 3rd tower. To this date, the FAA has neither rejected or cleared the 3rd tower. In part due to this delay, Northern New Jersey Radio Limited Partnership studied the feasibility of increasing the nighttime signal pattern of WMTR(AM), Northern New Jersey Radio Limited Partnership by reconfiguring the existing towers from a 3-tower array to a 4-tower array using the 2 existing towers (registered with the FCC), constructing 2 new towers with heights not to exceed 200 feet, and dismantling the 3rd tower (not registered with the FCC). On March 9, 2001, an FCC 301 application to modify the nighttime array for WMTR(AM) accordingly was filed with the Commission (FCC File No. CDBS20000309AAQ).

WMTR(AM) is currently operating pursuant to a Special Temporary Authority, most recently granted by the FCC on January 10, 2001. The Special Temporary Authority authorizes WMTR(AM) to operate with parameters at variance and/or reduced power

while maintaining monitor points within licensed limits. The Special Temporary Authority is due to expire on July 10, 2001.

4. Annual FCC Regulatory Fees for auxiliary station KPK-842 (Remote Pickup) associated with WDHA-FM have not been paid for 1994, 1995, and 1996. Northern New Jersey Radio Limited Partnership will pay these regulatory fees prior to Closing.
5. Annual FCC Regulatory Fees for auxiliary station WLI-513 (Studio Transmitter Link) associated with WDHA-FM have not been paid for 1994 and 1995. Northern New Jersey Radio Limited Partnership will pay these regulatory fees prior to Closing.

Schedule 6.10 - Insurance

New Jersey Broadcasting Inc.
Business Insurance Coverage & Premiums By Station

Insurance	2000 Premium	2001 Premium	WDHA	WMTR	WRAT	Hgh.M.	WNYT	WJRZ	Total
Commercial Package - Policy 35309256 EZG Terms: 9/1/02 - 9/1/01 Chubb Insurance Company General Liability \$2,000,000 (Aggregate) Earth Occurrence \$1,000,000 (Increase based on May 5th WRAT Accident)	13,845	10,211	4,560	4,040	7,450	1,775	0	0	18,210
Vehicle Insurance - Policy C455903-5 Terms: 9/1/00 - 9/1/01 New Jersey Manufacturers Combined Single Limit Liability \$1,000,000 Private Medical \$10,000 Uninsured \$250,000 Deductible \$250 Comprehensive \$500 Collision	16,467	10,152	3,126	3,126	4,317	0	0	0	10,569
Commercial Umbrella - Policy 79219344 EZG Terms: 9/1/00 - 9/1/01 Chubb Insurance Company Each Occurrence \$2,000,000 Aggregate \$2,000,000 Self Insurance Retention \$10,000 Provides Excess Coverage Over General Auto & Employers Liability Section Of Workers Compensation	2,102	2,522	631	631	631	630	0	0	2,523
Workers Compensation - Policy W19982801 Terms: 1/1/01 - 12/31/01 New Jersey Manufacturers Statutory - (Estimate)	13,400	13,190	4,610	4,610	2,970	0	0	0	13,190
Broadcast Liability - Policy LD014073A TERM: 2/1/01-2/1/02 Employers Reinsurance Company Each Event \$4,000,000 (WJRZ & 13.80% Std Increase)	8,203	14,359	2,709	2,709	2,708	0	1,352	4,850	14,356
Fiduciary Liability Policy - Policy 81423451 TERM: 5/1/01-5/1/02 Chubb Insurance Company Each Event \$250,000 Deductable \$1,000	820	1,000	333	333	334	0	0	0	1,000
Total Insurance Costs	55,016	60,225	15,995	10,359	18,410	1,805	1,352	4,850	60,450

* 2001 Fiduciary Liability Estimate Only

Schedule 6.11 – Environmental Matters

1. Administrative Consent Order Amendment by and between the State of New Jersey, Department of Environmental Protection In the Matter of The Prospect/Singer Company site and Prospect Purchasing Company, Inc., Prospect Industries Corporation and Active Trucking Services, Inc., executed May __, 1995 addressing an environmental and remediation program concerning the WWTR(AM) real property. The Administrative Consent Order and the Administrative Consent Order Amendment were issued prior to New Jersey AM Radio, L.P., the licensee of WWTR(AM), becoming a lessee of the subject property and New Jersey AM Radio, L.P. has never been a party to the Administrative Consent Order or the Administrative Consent Order Amendment. [Copy of the Administrative Consent Order Amendment is provided with Schedule 6.9]
2. During the removal of an underground storage tank ("UST") used to hold fuel oil on the premises at 55 Horsehill Road, Hanover Township, New Jersey, fuel oil was discovered in the ground. On March 27, 2000, Northern New Jersey Radio, L.P. entered into a Memorandum of Agreement for Non-Residential Properties with the New Jersey Department of Environmental Protection ("NJDEP") to conduct a cleanup of the site with oversight from the NJDEP. The UST and the contaminated soil were removed, and soil samples taken and tested. The area was investigated by Sunrise Environmental Services, Inc. ("Sunrise"). Sunrise issued a Site Investigation/Remedial Action Report, dated November 4, 2000, which was submitted to the NJDEP on November 6, 2000. The results of the Site Investigation/Remedial Action Report confirmed the absence of actionable impacts to the site. [Copies of these documents are provided with Schedule 6.9]

Schedule 6.16 - Employee Benefit Plans and Compensation Arrangements

1. Aetna U.S. Healthcare Quality Point-of-Service (QPOS) Program [Flex HMO/Liberty Flex Plan].
2. Horizon Blue Cross Blue Shield of New Jersey [Horizon TotalCare Dental].
3. Hartford Life and Accident Insurance Company [Group Long Term Disability Benefits].
4. Hartford Life and Accident Insurance Company [Life Insurance Benefits].
5. ReliaStar 401(k) Plan [for non-union employees][Employer does not contribute].
6. Smith Barney Shearson Flexible Prototype Nonstandardized 401(k) Plan [via Adoption Agreement # 007 for union employees][Employer matches up to 5%].
7. *Annual Bonus Program [for certain key management employees].
8. *Shadow Equity Bonus Program [for certain key management employees].
9. *Bonuses may be paid to Sellers' employees between the date of this Agreement and the Closing Date.
10. Employees.

*Items Nos. 7, 8, and 9 are the obligations of The E. Burke Ross, Jr., Family Trust I.

WOHA's WMTB Salary Analysis - 2000 vs 2001

Department	Employee	Hire Date	Title	(53 Weeks) 2000 Earnings	2000 Talent Fees	2000 Total Earnings	(52 Weeks) 2001 Earnings
AM Programming Full Time	Edwards, Christopher	02/18/91	AM Program Director	\$70,847	\$1,325	\$72,172	\$72,080
	Laird-Bird, Marianne	07/01/92	On-Air Talent	\$30,832	\$525	\$31,357	\$31,315
AM Programming Part Time	Dombrowski, Mary-Kaye	07/03/93	On-Air Talent	\$6,459		\$6,459	\$7,789
	Briggs, Julie	10/24/93	On-Air Talent	\$8,540		\$8,540	\$2,700
	Frezza, Jake	06/14/93	On-Air Talent	\$17,903	\$850	\$18,633	\$17,886
	Moscone, Linda	04/06/96	On-Air Talent	\$6,769		\$6,769	\$4,064
	Adamus, John	09/29/90	On-Air Talent	\$450		\$450	\$11,730
	Bruno, Frank	11/13/99	On-Air Talent	\$3,126		\$3,126	-
	Boyle, Frank	05/14/99	On-Air Talent	\$4,137		\$4,137	-
	Hrywna, Mark	09/23/96	On-Air Talent	\$2,396		\$2,396	-
	Minikus, Oren	07/21/99	On-Air Talent	\$125		\$125	-
	Newman, Shawn	10/06/00	On-Air Talent	\$459		\$459	-
	Williams, Robert	11/14/97	On-Air Talent	\$308		\$308	-
	Wurtzburger, Mark	04/08/97	On-Air Talent	\$1,755		\$1,755	-
FM Programming Full Time	Bloch, Leonard	04/03/95	FM Program Director	\$44,108	\$5,325	\$49,433	-
	Bloch, Leonard - Severance	-		\$40,154		\$40,154	-
	Paladino, Theresa	12/01/89	FM Program Director	\$14,291		\$14,291	\$45,000
	Kay, Curtis	09/17/80	On-Air Talent	\$37,015	\$4,075	\$40,090	\$37,603
	Moorhead, Robert	07/13/97	On-Air Talent	\$30,804	\$14,100	\$44,904	\$31,293
	Murray, Matthew	08/28/96	On-Air Talent	\$16,822	\$825	\$17,647	\$32,673
	Paladino, Theresa	12/01/99	On-Air Talent	\$22,220	\$3,450	\$25,670	-
	Rotondo, Vincent	04/27/83	On-Air Talent	\$37,015	\$500	\$37,515	\$37,603
FM Programming Part Time	Accoratti, Diane	12/24/95	On-Air Talent	\$126		\$126	\$62,377
	Bardini, Janet	09/31/90	On-Air Talent	\$1,349		\$1,349	-
	Bernstein, David	06/29/97	On-Air Talent	\$2,500		\$2,500	-
	Charone, Jeffrey	12/11/97	On-Air Talent	\$8,916	\$10,700	\$19,616	-
	Esposito, Leigh Ann	07/31/97	On-Air Talent	\$509	\$75	\$584	-
	Kaplan, Jackie	04/23/99	On-Air Talent	\$5,475	\$1,100	\$6,575	-
	Lipp, Robert	06/29/97	On-Air Talent	\$2,010		\$2,010	-
	Masemann, Ursula	07/13/95	On-Air Talent	\$3,261	\$170	\$3,431	-
	McNemar, David	06/24/99	On-Air Talent	\$4,444	\$170	\$4,614	-
	Meister, Jeffrey	01/08/90	On-Air Talent	\$2,277		\$2,277	-
	Monaghan, James	10/19/90	On-Air Talent	\$9,315	\$1,125	\$9,440	-
	Murray, Matthew	08/08/99	On-Air Talent	\$2,459		\$2,459	-
	Nolan, Selma	07/10/90	On-Air Talent	\$1,447		\$1,447	-
	Pico, Amy	01/24/99	On-Air Talent	\$211		\$211	-
	Salvadori, Michael	05/21/98	On-Air Talent	\$386		\$386	-
	Seltzer, Lawrence	07/06/95	On-Air Talent	\$3,673		\$3,673	-
	Smith, Darin	11/11/90	On-Air Talent	\$139		\$139	-
	Stewart, Karen	05/07/90	On-Air Talent	\$69		\$69	-
	Sutor, Rolo	08/09/99	On-Air Talent	\$3,302		\$3,302	-
	Vero, Cynthia	10/16/90	On-Air Talent	\$384		\$384	-
	Wilson, Kelli	06/01/98	On-Air Talent	\$1,133	\$150	\$1,283	-
Production Full Time	Kane, Robert	03/10/90	Production Manager	\$42,609		\$42,609	-
	Sadowski, Paul	01/02/91	Production Manager	-	\$0	\$0	\$50,000
Part Time	Wilson, Keith	06/01/98	Production Manager	\$30,183	\$617	\$30,805	\$30,668
	Moscone, Linda	04/06/96	Production Assistant	\$1,063		\$1,063	-

WDHA (WMTB) Salary Analysis - 2000 vs 2001

Department	Employee	Hire Date	Title	(52 Weeks) 2000 Earnings	2000 Total Earnings	2000 Total Earnings	(52 Weeks) 2001 Earnings
						\$0	
AM News Full Time	Dimeo, Chris	01/25/99	News Director	\$32,815	\$120	\$32,740	\$34,400
	Metz, Robin	07/28/00	News Talent	\$12,668		\$12,668	\$30,673
	Allen, Bonita	03/15/99	News Talent	\$4,241		\$4,241	-
	Rufalo, Marie	04/10/00	News Talent	\$4,614	\$100	\$4,714	-
	Varner, James	06/01/91	News Talent	\$3,120		\$3,120	\$3,120
						\$0	
AM News Part Time	Butler-Capugno, Candy	02/25/07	News Talent	\$165		\$165	\$9,335
	Caydosh, Robert	08/22/01	News Talent	\$572	\$175	\$747	-
	Kennedy, Michael	12/01/96	News Talent	\$1,409		\$1,409	-
	Kippycash, John	00/02/00	News Talent	\$1,258		\$1,258	-
	Martin, Wendy	06/26/00	News Talent	\$627		\$627	-
	Newell, George	11/01/00	News Talent	\$327		\$327	-
	Quinn, Mariah	06/21/01	News Talent	\$5,003		\$5,003	-
	Sweeney, William	01/10/97	News Talent	\$185		\$185	-
Sales Administration	Colavita, Kathleen	05/20/95	Sales Administrator	\$21,913		\$21,913	\$24,000
Sales Manager	Heiler, Richard	08/25/95	General Sales Manager	\$127,914		\$127,914	\$100,000
Sales Executive	Anapolle, Ellen	11/05/90	Sales Manager	\$197,893		\$197,893	\$201,030
	Maddox, Rolina	03/03/96	Sales Manager	\$77,864		\$77,864	\$80,690
	Mansara-Linzain, Michele	06/04/97	National Sales Manager	\$187,291		\$187,291	-
	Normand, Michael	09/10/90	National Sales Manager	-		\$0	\$82,621
	Draddy-Council, Lucinda	03/08/97	Sales Executive	\$48,158		\$48,158	\$51,076
	Cassidy, Michael	01/14/93	Sales Executive	\$95,384		\$95,384	\$105,640
	Dennis, Richard	03/18/98	Sales Executive	\$80,492		\$80,492	-
	Falkner, Melissa	09/11/00	Sales Executive	\$6,923		\$6,923	\$39,974
	Grant, Brian	04/04/01	Sales Executive	-		\$0	\$108,279
	Hitchcock, Suzanne	08/15/00	Sales Executive	\$16,144		\$16,144	\$48,908
	Levy, Thomas	04/04/01	Sales Executive	-		\$0	\$108,217
	McHorney, John	04/03/95	Sales Executive	\$17,170		\$17,170	-
	Normand, Michael	08/10/90	Sales Executive	\$81,489		\$81,489	-
	Smethers, James	01/04/01	Sales Executive	-		\$0	\$77,503
	Stein, David	02/07/95	Sales Executive	\$62,974		\$62,974	\$62,035
	Unglaub, Mark	04/20/93	Sales Executive	\$67,638		\$67,638	\$93,467
	Warner, Janet	10/12/99	Sales Executive	\$49,012		\$49,012	-
	Wasserman, Richard	07/24/95	Telemarketing Sales Exec	\$75,647		\$75,647	\$93,408
Production Full Time	Roth, Edward	05/18/94	Production Manager	\$40,769		\$40,769	\$43,000
	Nixon, Seana	07/10/00	Production Assistant	\$1,282		\$1,282	\$18,900
	Polio, Shawn	01/03/00	Production Assistant	\$11,502		\$11,502	\$10,040
Promotions Full Time	Digiovanni, Jonathan	09/05/00	Production Assistant	\$2,648		\$2,648	\$6,510
	Salvador, Michael	05/21/98	Production Assistant	\$7,829		\$7,829	\$7,800
	Barfknecht, Larry	10/18/97	Production Assistant	\$363		\$363	-
	Canzo, Peter	01/03/00	Production Assistant	\$7,784		\$7,784	-
	Compton, Melisa	02/01/00	Production Assistant	\$2,574		\$2,574	-
	Nadalini, Joseph	00/01/97	Production Assistant	\$162		\$162	-
General & Administrative Full Time	Carter, Robin	04/06/94	Traffic Manager	\$40,229		\$40,229	\$50,715
	Lurie, Barbara	11/11/06	Secretary	\$22,474		\$22,474	\$22,822
	Silver, Edwin	07/19/93	General Manager	\$134,538		\$134,538	\$100,000
Corporate	Esposito, Silvio	10/08/97	Accounting Manager	\$42,808		\$42,808	\$46,000
	Nguyen, Chuong-Da	05/16/99	Accountant	\$32,106		\$32,106	\$36,000
	Scala, Stephen	01/20/93	CFO & Executive VP	\$117,212		\$117,212	\$95,000
Part Time	Moscone, Linda	04/06/06	Administrative Assistant	\$9,536		\$9,536	\$20,800
	Matheson, Donna	04/12/99	Administrative Assistant	\$4,215		\$4,215	-
Total Corporate				\$2,297,911		\$2,297,911	\$2,297,421

* Currently out on disability

WRAT Salary Analysis - 2000 vs 2001

Department	Employee	Hire Date	Title	(52 Weeks) 2000 Earnings	2000 Talent Fees	2000 Total Earnings	(52 Weeks) 2001 Earnings
Engineering Part Time	Galasso, Philip	05/24/96	Engineer	\$5,830		\$5,830	\$4,505
Programming Full Time	Teichert, Carl	08/26/96	Program Manager	\$43,725	\$8,856	\$52,581	\$50,000
	Greenwood, Leo	08/01/96	On-Air Talent	\$24,330		\$24,330	\$28,174
	Hook, Stephen	09/08/96	On-Air Talent	\$31,800	\$10,520	\$42,320	\$33,800
	Johnson, Mark	02/05/96	On-Air Talent	\$16,923	\$1,260	\$18,183	\$21,840
	Lane, Robyn	09/23/96	On-Air Talent	\$33,200	\$8,410	\$41,610	\$35,100
	Struss, James	05/13/96	On-Air Talent	\$21,532	\$3,200	\$24,732	\$27,300
	Zweizer, Jennifer	03/08/96	On-Air Talent	\$16,712	\$3,220	\$18,932	\$20,000
	Bungle, William	08/15/96	On-Air Talent	\$3,115		\$3,115	\$30,030
	Blank, Michael	03/06/96	On-Air Talent	\$235		\$235	-
	Farragher, Barbara	03/23/97	On-Air Talent	\$2,150		\$2,150	-
	Lewis, Todd	12/11/96	On-Air Talent	\$20		\$20	-
	Link, Matthew	06/12/96	On-Air Talent	\$1,310		\$1,310	-
	Marinez, Jose	06/25/96	On-Air Talent	\$1,686		\$1,686	-
	Roth, Keith	10/11/96	On-Air Talent	\$900		\$900	-
	Sakar, Amou, Kristi	10/11/96	On-Air Talent	\$880		\$880	-
	Swenson, John	02/02/97	On-Air Talent	\$2,927		\$2,927	-
	Swirl, Erik	12/01/96	On-Air Talent	\$2,133		\$2,133	-
	Xenidis, Stanley	-	On-Air Talent	\$313		\$313	-
Production Full Time Part Time	Schade, Darnie	06/30/97	Production Manager	\$31,668		\$31,668	\$35,318
	Isaksen, Kelli	07/10/97	Production	\$988	\$617	\$1,605	\$4,160
Sales Administration	Goldman, Stacey	10/18/99	Sales Administrator	\$19,720		\$19,720	\$25,012
	Moresco, Caroly	12/18/99	Sales Administrator	\$144		\$144	-
	Sudia, Natalie	07/24/99	Sales Administrator	\$900		\$900	-
Sales Manager	Kazala, Michael	05/25/98	General Sales Manager	\$126,769		\$126,769	\$66,000
Sales Executive	Massaro, Michele	01/01/97	National Sales Manager	-		\$0	\$25,012
	Douress, John	03/28/96	Sales Executive	\$6,154		\$6,154	-
	Kane, Mary	04/10/96	Sales Executive	\$24,675		\$24,675	-
	Loder, Susan	03/09/96	Sales Executive	\$50,508		\$50,508	\$61,000
	Mohrly, Terri	01/10/96	Sales Executive	\$81,515		\$81,515	\$50,000
	Anastasio, Marc	06/10/97	Sales Executive	\$5,812		\$5,812	-
	Goodie, Arlene	12/09/96	Sales Executive	\$67,667		\$67,667	-
	Guckelme, Maury	01/27/97	Sales Executive	\$63,223		\$63,223	-
	Mckenna, Patricia	10/15/96	Sales Executive	\$105,627		\$105,627	-
	New Sales Executive	-	Sales Executive	\$0		\$0	\$25,012
	New Sales Executive	-	Sales Executive	-		\$0	\$25,012
Promotions Full Time	Siorvall, Douglas	10/23/96	Production Manager	\$33,735	\$4,851	\$38,586	\$35,680
Promotions Part Time	Carzio, Peter	06/07/97	Production Assistant	\$3,612		\$3,612	\$7,800
	Francia, Dona	04/25/99	Production Assistant	\$399		\$399	-
	Indry, Pudo	01/11/97	Production Assistant	\$2,649		\$2,649	-
General & Administrative Full Time	Dombrowski, Mayo Kaye	07/02/98	Traffic Manager	\$33,710		\$33,710	\$35,400
	Schell, Mary Ann	09/01/97	Office Manager	\$30,581		\$32,500	
	Finn, David	08/26/99	General Manager	\$140,144		\$140,144	\$100,000
				\$1,038,285	\$40,934	\$1,081,118	\$746,355

Schedule 6.17 - Collective Bargaining Agreement

1. Union Collective Bargaining Agreement by and between Northern New Jersey Radio Limited Partnership d/b/a WDHA – FM and WMTR – AM and the American Federation of Television and Radio Artists, New York Local. The contract term is from December 27, 1999 to December 26, 2002. [Copy of agreement provided with Schedule 2.3]

Schedule 6.11 – Environmental Matters

1. Administrative Consent Order Amendment by and between the State of New Jersey, Department of Environmental Protection In the Matter of The Prospect/Singer Company site and Prospect Purchasing Company, Inc., Prospect Industries Corporation and Active Trucking Services, Inc., executed May __, 1995 addressing an environmental and remediation program concerning the WWTR(AM) real property. The Administrative Consent Order and the Administrative Consent Order Amendment were issued prior to New Jersey AM Radio, L.P., the licensee of WWTR(AM), becoming a lessee of the subject property and New Jersey AM Radio, L.P. has never been a party to the Administrative Consent Order or the Administrative Consent Order Amendment. [Copy of the Administrative Consent Order Amendment is provided with Schedule 6.9]
2. During the removal of an underground storage tank (“UST”) used to hold fuel oil on the premises at 55 Horsehill Road, Hanover Township, New Jersey, fuel oil was discovered in the ground. On March 27, 2000, Northern New Jersey Radio, L.P. entered into a Memorandum of Agreement for Non-Residential Properties with the New Jersey Department of Environmental Protection (“NJDEP”) to conduct a cleanup of the site with oversight from the NJDEP. The UST and the contaminated soil were removed, and soil samples taken and tested. The area was investigated by Sunrise Environmental Services, Inc. (“Sunrise”). Sunrise issued a Site Investigation/Remedial Action Report, dated November 4, 2000, which was submitted to the NJDEP on November 6, 2000. The results of the Site Investigation/Remedial Action Report confirmed the absence of actionable impacts to the site. [Copies of these documents are provided with Schedule 6.9]

Schedule 6.16 - Employee Benefit Plans and Compensation Arrangements

1. Aetna U.S. Healthcare Quality Point-of-Service (QPOS) Program [Flex HMO/Liberty Flex Plan].
2. Horizon Blue Cross Blue Shield of New Jersey [Horizon TotalCare Dental].
3. Hartford Life and Accident Insurance Company [Group Long Term Disability Benefits].
4. Hartford Life and Accident Insurance Company [Life Insurance Benefits].
5. ReliaStar 401(k) Plan [for non-union employees][Employer does not contribute].
6. Smith Barney Shearson Flexible Prototype Nonstandardized 401(k) Plan [via Adoption Agreement # 007 for union employees][Employer matches up to 5%].
7. *Annual Bonus Program [for certain key management employees].
8. *Shadow Equity Bonus Program [for certain key management employees].
9. *Bonuses may be paid to Sellers' employees between the date of this Agreement and the Closing Date.
10. Employees.

*Items Nos. 7, 8, and 9 are the obligations of The E. Burke Ross, Jr., Family Trust I.

Schedule 6.17 - Collective Bargaining Agreement

1. Union Collective Bargaining Agreement by and between Northern New Jersey Radio Limited Partnership d/b/a WDHA – FM and WMTR – AM and the American Federation of Television and Radio Artists, New York Local. The contract term is from December 27, 1999 to December 26, 2002. [Copy of agreement provided with Schedule 2.3]

Schedule 6.19 – Financial Statements



Schedule 6.20 – Operation of Stations Not In the Ordinary Course

None.