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ORIGINAL

ASSET PURCHASE AGREEMENT

by and among

MEGA COMMUNICATIONS OF ALLENTOWN, L.L.C.,

MEGA COMMUNICATIONS OF ALLENTOWN LICENSEE, L.L.C.,

NASSAU BROADCASTING I, LLC

and

NASSAU BROADCASTING II, LLC

for the Sale and Purchase of

Station WTKZ(AM), Allentown, Pennsylvania

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LIST OF EXHIBITS AND SCHEDULES

Exhibit A	Escrow Agreement
Exhibit B	Local Marketing Agreement
Schedule 1.1.1	Commission Authorizations
Schedule 1.1.2	Real Property
Schedule 1.1.3	Description of Tangible Personal Property
Schedule 1.1.5	Contracts
Schedule 1.1.6	Intellectual Property
Schedule 5.1	Liabilities
Schedule 6.3	Consents
Schedule 6.7	Exceptions to Authorizations
Schedule 6.8.1	Exceptions to Compliance with Law

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("Agreement") is made and entered into as of this 7th day of July, 2004, by and among Mega Communications of Allentown, L.L.C. and Mega Communications of Allentown Licensee, L.L.C., each a limited liability company organized under the laws of the State of Delaware (together, "Seller"), and Nassau Broadcasting I, LLC and Nassau Broadcasting II, LLC, each a limited liability company organized under the laws of the State of Delaware (together, "Buyer").

WITNESSETH:

WHEREAS, Seller holds certain licenses, permits and authorizations issued by the Federal Communications Commission (the "Commission") for the operation of radio station WTKZ(AM), Allentown, Pennsylvania (the "Station"); and

WHEREAS, Seller owns or leases and desires to sell and/or assign, and Buyer desires to purchase and/or assume, certain of the assets and property used in the operation of the Station.

WHEREAS, during a period prior to the Closing Date (as defined in Section 9.1), Buyer wishes to supply programming and marketing services to the Station, and Seller wishes to receive such services, pursuant to the terms and conditions of a Local Marketing Agreement to be entered into between Buyer and Seller as of the date hereof.

NOW, THEREFORE, the parties, intending to be legally bound, agree as follows:

SECTION 1
ASSETS TO BE SOLD

1.1. On the Closing Date, Seller shall sell, assign, transfer, convey, set over and deliver to Buyer, and Buyer shall purchase, assume and/or accept assignment of the following (hereinafter collectively the "Assets"):

1.1.1. **Authorizations.** All licenses, permits and authorizations issued or granted by the Commission for the operation of, or used in connection with, the operation of the Station, and listed in Schedule 1.1.1 (hereinafter the "Commission Authorizations").

1.1.2. **Real Property**. All of Seller's rights in and to the land, buildings, improvements and other real property used in connection with the operation of the Station's studio and tower facilities and listed in Schedule 1.1.2, including (i) Lease and License, dated September 13, 1996, between Lehigh Valley Broadcasting Associates, Inc. and Mega Communications of Allentown, L.L.C., successor by assignment to The Holt Corporation of Pennsylvania, Inc. and (ii) Commercial Lease Agreement, dated September 23, 1993 (along with Addendums dated November 10, 1998 and September 23, 1993), between Hanover Plaza Associates and Mega Communications of Allentown, L.L.C. , as successor by assignment to The Holt Corporation of Pennsylvania, Inc. (collectively, the "Lease Agreements") (hereinafter the "Real Property").

1.1.3. **Tangible Personal Property**. All of Seller's rights in and to the fixed and tangible personal property used in the operation of the Station and listed in Schedule 1.1.3, together with replacements thereof, additions and alterations thereto and substitutions therefor,

made between the date hereof and the Closing Date (hereinafter collectively the "Tangible Personal Property").

1.1.4. **Business Records.** Engineering records relating exclusively to the Commission Authorizations, the Real Property, the Tangible Personal Property and the Lease Agreements (hereinafter collectively "Business Records").

1.1.5. **Contracts.** The leases and other agreements identified in Schedule 1.1.5 (the "Contracts").

1.2. **Excluded Assets.** The Assets shall not include the following assets along with all rights, title and interest therein which shall be referred to as the "Excluded Assets":

1.2.1. All cash, cash equivalents or similar type investments of Seller, such as certificates of deposit, treasury bills, other marketable securities on hand and/or in banks and the Seller's accounts receivable;

1.2.2. All tangible and intangible personal property disposed of or consumed in the ordinary course of business between the date of this Agreement and the Closing Date, or as permitted under the terms hereof;

1.2.3. All agreements that have terminated or expired prior to the Closing Date in the ordinary course of business and as permitted hereunder;

1.2.4. Seller's minute books, charter documents, record books and such other books and records as pertain to the organization, existence or capitalization of Seller and duplicate copies of such records as are necessary to enable Seller to file its tax returns and reports

as well as any other records or materials relating to Seller generally and not involving specific aspects of the Station's operation;

1.2.5. Contracts of insurance, including the cash surrender value thereof, and all insurance proceeds or claims made by Seller relating to property or equipment repaired, replaced or restored by Seller prior to the Closing Date;

1.2.6. Any and all other claims made by Seller with respect to transactions prior to the Closing Date and the proceeds thereof to the extent the Station has been made whole for any loss or damage they or their assets may have suffered or incurred as a result of the item, event or occurrence giving rise to such claim;

1.2.7. All pension, profit sharing or cash or deferred (Section 401(k)) plans and trusts and the assets thereof and any other employee benefit plan or arrangement and the assets thereof, if any, maintained by Seller;

1.2.8. All of Seller's intellectual property used in, or related to, the Station or the Assets, which shall be retained by Seller, except for property identified in Schedule 1.1.6; and

1.2.9. The studio facility of Seller located at 1341 N. Delaware Avenue, Philadelphia, Pennsylvania, used by Seller in connection with the current operations of the Station.

SECTION 2
PURCHASE PRICE

2.1. **Purchase Price.** In consideration of Seller's performance of this Agreement, the sale, assignment, transfer, conveyance, setting over and delivery of the Assets as defined herein

above to Buyer, the total purchase price (the "Purchase Price") to be paid by Buyer to Seller shall be the sum of FIVE HUNDRED THOUSAND DOLLARS AND 00/100 ($500,000.00), or such lesser or greater sum as calculated in accordance with Section 3.2 of this Agreement.

2.2. **Payment of Purchase Price**. The Purchase Price shall be paid to Seller as follows:

(a) Upon the execution and delivery of this Agreement, Buyer shall deposit TWENTY FIVE THOUSAND DOLLARS AND 00/100 ($25,000.00) (the "Escrow Deposit") pursuant to an escrow agreement in the form attached hereto as Exhibit A (the "Escrow Agreement). The Escrow Deposit shall be held and disbursed by Fleischman and Walsh, L.L.P. (the "Escrow Agent") pursuant to the terms of the Escrow Agreement, which Escrow Agreement shall be signed by Seller, Buyer and Escrow Agent simultaneously with the execution of this Agreement. At Closing, Buyer shall join with Seller in causing the Escrow Agent to cause the Escrow Deposit (but not the interest earned thereon) to be sent to Seller by wire transfer of immediately available funds to a bank designated by Seller to be credited against the Purchase Price. All interest earned on the Escrow Deposit, including all interest earned but not yet paid, shall be sent to Buyer.

(b) On the Closing Date, Buyer will pay to Seller by wire transfer of immediately available funds to a bank designated by Seller the sum of FOUR HUNDRED SEVENTY FIVE THOUSAND DOLLARS AND 00/100 ($475,000.00), as adjusted to reflect any adjustments made at the Closing pursuant to Section 3.2 of this Agreement.

2.3. **Allocation of Purchase Price**. Prior to the Closing Date, the parties agree to use their commercially reasonable efforts to allocate the Purchase Price in accordance with the requirements of Section 1060 of the Internal Revenue Code. In the event that the parties are unable to reach such an agreement prior to the Closing Date, they will select a qualified, independent and nationally recognized appraiser of broadcast properties and that appraiser's decision shall be binding upon the parties and the fees and expenses shall be borne equally by Buyer and Seller. The parties also agree to use such Purchase Price allocation in completing and filing Internal Revenue Code Form 8594 for federal income tax purposes.

SECTION 3
ADJUSTMENTS

3.1. **Adjustment Time**. The "Adjustment Time" as used herein shall be as of 12:01 A.M. eastern time on the Closing Date.

3.2. **Adjustment Items**. The following items (the "Adjustment Items") shall be prorated as of the Adjustment Time, assuming a 365-day year or a 30-day or 31-day month, as appropriate, and monies shall be paid at Closing in accordance with Section 3.3 herein below.

3.2.1. Rentals or other charges, payable or paid with respect to the Lease Agreements.

3.2.2. Real and personal property taxes and assessments (including sewerage assessments and fees) levied or assessed against or otherwise paid or payable with respect to any of the Assets.