

OPTION AGREEMENT

THIS OPTION AGREEMENT (this “Agreement”) is made as of the ____ day of _____ 2013 (the “Effective Date”), by and between J. Duncan Smith, a Maryland resident having a home address of 1345 Ivy Hill Road, Cockeysville, Maryland 21030 (“Smith”) and Michael E. Anderson, a New Jersey resident having a home address of 65 Essex Road, Summit, New Jersey 07901 (“Anderson”). Smith and Anderson shall sometimes be referred to individually as a “Party” and collectively as the “Parties”.

Explanatory Statement

WHEREAS, pursuant to that certain Inter Vivos Declaration of Trust dated January 6, 2006, as amended (the “Carolyn C. Smith Cunningham Trust”) and that certain Beneficiaries’ Waiver, Receipt, Release, and Indemnification dated February ____, 2013 (the “Waiver”), the Carolyn C. Smith Cunningham Trust shall transfer to Smith and David D. Smith, a Maryland resident having a home address of 1511 Ivy Hill Road, Cockeysville, Maryland 21030 (“DDS”); Robert E. Smith, a Maryland resident having a home address of 3600 Butler Road, Glyndon, Maryland 21071 (“RES”); and Frederick G. Smith, a Maryland resident having a home address of 7 Timberpark Court, Lutherville, Maryland 21093 (“FGS” and together with Smith, DDS, and RES, the “Brothers”) a total of seven (7) shares of voting common stock (the “Collective Voting Shares”) in Cunningham Broadcasting Corporation, a Maryland corporation (the “Corporation”) and Sixty-Three (63) shares of non-voting common stock (the “Collective Non-Voting Shares”) in the Corporation so that, as of the Effective Date, each of the Brothers shall become the owner of one and three quarters (1.75) shares of voting common stock in the Corporation, and, as of the date of the Waiver, each of the Brothers became the owner of fifteen and three quarters (15.75) shares of non-voting common stock in the Corporation.

WHEREAS, simultaneously herewith, the Parties are entering into that certain Stock Purchase Agreement (the “Purchase Agreement”) of even date herewith by and among Anderson and the Brothers and pursuant to which the Brothers shall sell to Anderson the Collective Voting Shares immediately upon transfer of such Collective Voting Shares to each of the Brothers from the Carolyn C. Smith Cunningham Trust.

WHEREAS, upon the Effective Date of this Agreement, Anderson shall own one and three quarters (1.75) shares of voting common stock, as adjusted from time to time and based on share issuance, dividends and restructuring events such as mergers (the “Shares”).

WHEREAS, pursuant to the terms of this Agreement, the Parties desire to provide Smith an option to acquire the Shares during the Exercise Period (as defined in Section 2.1 of this Agreement) at the price and on the terms hereinafter provided.

WHEREAS, pursuant to the terms of this Agreement, the Parties desire that Smith grant to Anderson a limited right to cause Smith to purchase the Shares during the Exercise Period at the price and on the terms hereinafter provided.

WHEREAS, simultaneously with the execution of this Agreement (and as conditions precedent to the closing under this Agreement), (i) the Brothers, Anderson, and the Corporation shall have entered into and closed under the Purchase Agreement; and (ii) JDS, RES, and FGS shall have entered into three (3) separate Option Agreements (collectively, the “Additional Option Agreements”) of even date herewith with Anderson and the Corporation and pursuant to which JDS, RES, and FGS, respectively, shall have been granted the option to purchase those shares of voting common stock in the Corporation that each such Brother respectively is selling or has sold to Anderson pursuant to the terms of the Purchase Agreement.

WHEREAS, prior to closing under this Agreement (and as a condition precedent to the closing under this Agreement), the Parties shall have obtained any and all required consents from the Federal Communications Commission (the “FCC”).

NOW, THEREFORE, IN CONSIDERATION OF the premises and mutual covenants, promises and agreements set forth herein, and for other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the Parties represent, warrant, covenant and agree as follows:

1. **Grant of Options.**

1.1. ***Call Option.*** Anderson hereby grants to Smith, subject to the terms and conditions hereinafter set forth, an option (the “Call Option”) to purchase the Shares.

1.2. ***Put Option.*** Smith hereby grants to Anderson, subject to the terms and conditions hereinafter set forth, an option (the “Put Option” and together with the Call Option, the “Options”) to require Smith to purchase the Shares.

2. **Term and Exercise.**

2.1. ***Exercise Period.*** Both Options shall expire eight (8) calendar years beginning at the Effective Date, unless extended prior to such expiration as set forth in Section 2.4 below (the “Exercise Period”).

2.2. ***Exercise of Call Option.*** Smith or any permitted assignee of Smith (a “Smith Assignee”) may exercise the Call Option at any time during the Exercise Period; provided, however, that the closing on the purchase of the Shares pursuant to the Call Option (i) is subject to the prior approval of the FCC, and (ii) may take place after the expiration of the Exercise Period so long as Smith or and Smith Assignee (as the case may be) has delivered the Exercise Notice (as defined in Section 2.5 below) prior to the expiration of the Exercise Period.

2.3. ***Exercise of Put Option.*** Anderson, or Anderson’s estate, in the event of Anderson’s death, may exercise the Put Option at any time during the Exercise Period; provided, however, that the closing on the purchase of the Shares pursuant to the Put Option (a) is subject to the prior approval of the FCC, and (b) may take place after the expiration of the Exercise Period or any applicable Extension Term, so long as Anderson has delivered the Exercise Notice (as defined in Section 2.5 below) prior to the expiration of the Exercise Period.

2.4. **Extension Term.** Provided that a Party desiring to extend the term of this Agreement is not in material default under this Agreement, such Party shall have the right to extend the Exercise Period for three (3) additional eight (8) year terms (each a “Extension Term”); provided, further however, if the a Party desires to terminate this Agreement upon the expiration of the Exercise Period the Party must provide written notice to the other Party of his intention to terminate (a “Notice of Termination”) this Agreement no later than six (6) months prior to the end of the applicable Exercise Period, and absent the sending and receipt of a Notice of Termination, this Agreement shall automatically renew for the applicable Extension Term.

2.5. **Exercise Notice.** Each Party shall exercise his respective Option by giving written notice to the non-exercising Party (the “Exercise Notice”) of such exercising Party’s exercise of his respective Option.

2.6. **SPA.** No later than five (5) business days, unless extended by either Party, after receipt by the other Party of the Exercise Notice, both Parties shall execute and enter into the Stock Purchase Agreement substantially in the form attached hereto as an *Exhibit A* (the “SPA”).

3. **Exercise Price.** On the Closing Date (as defined in the SPA), Smith shall pay to Anderson as full and final payment under the SPA the amount of One Hundred One Thousand Four Hundred Ten Dollars and No Cents (\$101,410.00) (the “Exercise Price”), plus an additional one percent (1%) per annum on such amount (compounded annually) from the Effective Date.

4. **Representations and Warranties of Anderson and Smith.**

4.1. Anderson represents and warrants to Smith as follows:

(a) *Authority of Anderson.* Anderson has the requisite authority to execute, deliver and perform this Agreement and the documents contemplated hereby according to their respective terms.

(b) *Binding Obligation.* This Agreement has been duly executed and delivered by Anderson and constitutes its legal, valid, and binding obligation, enforceable against it in accordance with its terms except as the enforceability of this Agreement may be affected by bankruptcy, insolvency, or similar laws affecting creditors’ rights generally and by judicial discretion in the enforcement of equitable remedies.

4.2. Smith represents and warrants to Anderson as follows:

(a) *Authority of Smith.* Smith has the authority to execute, deliver and perform this Agreement and the documents contemplated hereby according to their respective terms.

(b) *Binding Obligation.* This Agreement has been duly executed and delivered by Smith and constitutes its legal, valid and binding obligation, enforceable against it

in accordance with its terms except as the enforceability of this Agreement may be affected by bankruptcy, insolvency, or similar laws affecting creditors' rights generally and by judicial discretion in the enforcement of equitable remedies.

5. **Deliveries by Anderson on the Closing Date.** On the Closing Date of the SPA, Anderson shall deliver to Smith the following:

(a) a certificate executed by Anderson dated as of the Closing Date to the effect that, except as specified in such certificate, the representations of Anderson set forth in Section 4.1 of this Agreement are true, accurate, and complete in all respects;

(b) a receipt for payment of the Exercise Price; and

(d) such other documents as Smith may reasonable request.

6. **Deliveries by Smith on the Closing Date.** On the Closing Date, Smith shall deliver to Anderson the following:

(a) a certificate executed by Smith dated as of the Closing Date to the effect that, except as specified in such certificate, the representations and warranties of Smith set forth in Section 4.2 of this Agreement are true, accurate and complete in all respects;

(b) the Exercise Price payable in cash by wire transfer of immediately available funds; and

(c) such other documents as Anderson may reasonably request.

7. **Other Related Agreements.** Simultaneously with the Parties' entrance into this Agreement, and as a material inducement for them to enter into this Agreement, the Parties, the Corporation, and the Brothers, as the case may be, shall enter into the Purchase Agreement and the Additional Option Agreements. Conditions precedent to closing under this Agreement are the closings under the Purchase Agreement and the Additional Option Agreements.

8. **Smith Assignee.** In the event that Anderson exercises the Put Option and, at such time, Smith is in any way precluded under any applicable law to own the Shares, Smith shall assign his rights and obligations hereunder to an assignee who is legally, financially and otherwise qualified under the FCC Rules (as defined in Section 13 of this Agreement) to acquire the Shares, and such assignment and the purchase of the Shares pursuant to the Put Option shall occur within a reasonable period of time following the exercise of the Put Option.

9. **Conditions to Closing.**

9.1. The obligations of Smith under this Agreement are conditioned upon: (i) the simultaneous closing under the Purchase Agreement, (ii) the simultaneous closings under the Additional Option Agreements, (iii) the receipt of any required FCC consents without materially adverse conditions, and (iv) the execution of such other documentation from Anderson deemed

by Smith to be reasonably necessary or appropriate to evidence and affect the intent of this Agreement.

9.2. The obligations of Anderson under this Agreement are conditioned upon: (i) the simultaneous closing under the Purchase Agreement, (ii) the simultaneous closings under the Additional Option Agreements, (iii) the receipt of any required FCC consents without materially adverse conditions; and (iv) the execution of such other documentation from Smith deemed by Anderson to be reasonably necessary or appropriate to evidence and affect the intent of this Agreement.

9.3. The occurrence of closing hereunder shall constitute conclusive evidence of the satisfaction of the conditions set forth in this Section 9.

10. **Assignment**. During Smith's lifetime, and upon prior written notice to the Anderson, Smith may freely assign his rights under this Agreement, provided Smith shall only assign his rights to either (i) an assignee who is legally, financially and otherwise qualified under the FCC Rules to acquire the Shares; or (ii) an entity in which each of the Brothers, or their respective successors and assigns, owns a twenty-five percent (25%) interest. Anderson shall not transfer or encumber or otherwise assign his rights under this Agreement, and any stock certificate issued to Anderson by the Corporation to reflect his ownership of all or any portion of the Collective Voting Shares shall be stamped or otherwise marked to reflect such restriction.

11. **Notices**. Any notice, payment, demand, or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall either be (a) delivered personally to the Party to whom it is directed, in which case a signed receipt therefore shall be received; (b) sent by certified mail, return-receipt requested, postage prepaid; (c) sent by telecopy; or (d) sent to overnight courier addressed to the Parties at the addresses set forth below their several signatures, or to such other address or addresses as may be designated from time to time in accordance with this Section 11. Any such notice shall be deemed to be delivered, given, and received for all purposes of this Agreement as of (i) the date noted on the signed receipt if delivered personally; (ii) the date deposited in a regularly maintained receptacle for the deposit of the United States mail, if sent by certified mail; (iii) the date telecopied with confirmed receipt if sent via facsimile; or (iv) the next day after sent by overnight courier:

If to Anderson:

Michael Anderson
65 Essex Road, Summit
New Jersey 07901
Facsimile: _____

If to Smith:

J. Duncan Smith
1345 Ivy Hill Road
Cockeysville, Maryland 21030
Facsimile: 410-568-1533

12. **Additional Actions and Documents.** The Parties agrees to take or cause to be taken such further actions, to execute, acknowledge, seal, and deliver or cause to be executed, acknowledged, sealed, and delivered the SPA and such further instruments and documents and to use their reasonable efforts to obtain such requisite consents as any other Party may from time to time reasonably request in order to fully effectuate the purposes and fulfill the intent of this Agreement.

13. **FCC Approval.** Notwithstanding any provision to the contrary herein, each of Anderson's and Smith's (or a Smith Assignee's, as the case may be) (each an "Option Holder," and collectively, the "Option Holders") rights under this Agreement are subject to the Communications Act of 1934, as amended and the rules and regulations of the FCC promulgated thereunder ("the FCC Rules"). As soon as reasonably practicable, but in no event later than five (5) business days after Option Holder's delivery of the Exercise Notice with respect to the Shares, the Parties shall file an application (the "Consent Application") with the FCC requesting the FCC's written consent to the transfer of control of the Shares, including, as applicable, any waiver of such FCC Rules as the Parties may deem appropriate or desirable (a "Waiver Request"). In addition, in connection with foregoing, each Party hereto covenants and agrees to (i) prepare, file and prosecute any alternative application, petition, motion, request (including any Waiver Request) or other filing (collectively, the "Additional Applications" and, together with the Consent Application, the "FCC Applications"); (ii) file any amendment or modification to the FCC Applications; (iii) provide to Option Holder any information, documents or other materials reasonably requested by Option Holder in connection with the preparation of any such FCC Applications, including without limitation any waiver request; (iv) prosecute the FCC Applications with commercially reasonable diligence and otherwise use their commercially reasonable efforts to obtain a favorable conclusion with regard to the FCC Applications; (v) otherwise take any other action with respect to the FCC as may be reasonably necessary or reasonably requested by Option Holder in connection with the transactions contemplated hereby; and (vi) cooperate in good faith with the other Party with respect to the foregoing covenants, all as may be determined by Option Holder to be reasonably necessary or appropriate or advisable in order to consummate the transactions contemplated hereby upon the exercise of the Option. Each Party shall promptly provide the other with a copy of any pleading, order or other document served on it relating to the FCC Applications, shall furnish all information required by the FCC and shall be represented at all meetings or hearings scheduled to consider the FCC Application. The FCC's written consent to the transfer of the Shares contemplated hereby is referred to herein as the "FCC Consent." The Parties each agree to comply with any condition imposed on them by the FCC Consent, except that (i) no Party shall be required to comply with a condition if such condition requires such Party to divest any of its direct or indirect assets or that will otherwise have a material adverse effect on such Party; and (ii) in the event that Smith reasonably objects to any condition imposed by the FCC Consent, then this Agreement shall

remain in full force and effect, but the transactions contemplated herein shall not take place; provided, that, the parties shall promptly use reasonable efforts to restructure the transaction or find another assignee who is qualified under the FCC Rules to acquire the shares without the imposition of material adverse conditions. The Parties shall oppose any petitions to deny or other objections filed with respect to the application for any FCC Consent and any requests for reconsideration or review of any FCC Consent.

14. **Binding Effect.** Each of the covenants and agreements in this Agreement by or on behalf of either of the Parties shall bind and inure to the benefit of their respective heirs, guardians, personal and legal representatives, successors, and permitted assigns.

15. **Maryland Law.** This Agreement shall be construed and enforced in accordance with, and the rights of the Parties shall be governed by, the laws of the State of Maryland.

16. **Specific Performance.** In the event of a breach of this Agreement, any non-breaching Party hereto may maintain an action for specific performance against the other Party who is alleged to have breached any of the terms, conditions, representations, warranties, provisions, covenants, or agreements herein contained, and it is hereby further agreed that no objection to the form of action in any proceeding for specific performance of this Agreement shall be raised by any Party hereto so that such specific performance of this Agreement may not be obtained by the aggrieved Party. Anything contained herein to the contrary notwithstanding, this Section 16 shall not be construed to limit in any manner whatsoever any other rights and remedies that an aggrieved Party may have by virtue of any breach of this Agreement.

17. **Attorneys' Fees.** If a Party to this Agreement breaches or threatens to breach this Agreement, such Party shall pay all of the other Party's costs, expenses, and fees (including, without limitation, attorneys' fees) incurred as a result of or in connection with such breach or threatened breach.

18. **Headings.** The descriptive headings used in this Agreement are inserted for convenience only, and do not constitute a substantive part of this Agreement, and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement as a whole or any provision hereof.

19. **Word Usage.** Unless the context otherwise requires, whenever used in this Agreement, the singular shall include the plural, the plural shall include the singular, and the masculine gender shall include the neuter and feminine gender, and vice versa. Whenever used in this Agreement, words such as "herein," "hereinafter," "hereof," "hereto," and "hereunder" refer to this Agreement as a whole, unless the context otherwise requires.

20. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall together constitute one document.

21. **Construction.** Each and every term and provision of this Agreement has been mutually agreed to and negotiated by the Parties, and shall be construed simply according to its fair meaning and not strictly for or against any Party.

22. **Severability**. Each and every term and provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of this Agreement.

23. **Time**. Time is of the essence with respect to all aspects of this Agreement.

***[REST OF PAGE LEFT INTENTIONALLY BLANK
-- SIGNATURES ON FOLLOWING PAGE]***

IN WITNESS WHEREOF, the parties hereunto have executed, sealed, and delivered this Agreement or caused this Agreement to be executed, sealed, and delivered on the day and year first hereinabove set forth.

WITNESS/ATTEST:

OPTIONEE:

J. Duncan Smith (SEAL)

OPTIONOR:

Michael E. Anderson (SEAL)

Exhibit A

STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT (this "Agreement") is made as of the ____ day of _____ (the "Effective Date"), by and between Michael E. Anderson, a New Jersey resident having a home address of 65 Essex Road, Summit, New Jersey 07901 ("Seller") and _____, a _____ [resident/type of business entity] having a [home address/principal address] of _____ ("Buyer"). Seller and Buyer shall sometimes be referred to individually as a "Party" and collectively as the "Parties".

WHEREAS, the Parties desire that Buyer shall purchase from Seller _____ (_____) shares of voting common stock (the "Shares") in Cunningham Broadcasting Corporation, a Maryland corporation (the "Corporation") pursuant to that certain Option Agreement (the "Option Agreement") dated _____, 2013 between Seller and J. Duncan Smith, a Maryland resident having a home address of 1511 Ivy Hill Road, Cockeysville, Maryland 21030 (collectively, "Smith") [and, if applicable, list other option agreements with other brothers].

WHEREAS, Buyer has had an opportunity to review the value of the Shares and consents to the Purchase Price, as defined in Section 3 of this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants, agreements, representations, and warranties set forth herein, the Parties agree as follows:

1. **Assignment and Purchase of Stock.** Subject to the terms and conditions of this Agreement including, without limitation, the prior approval of the Federal Communications Commission ("FCC"), Buyer shall purchase the Shares from Seller.

2. **Closing; Purchase and Sale.**

2.1. The closing of the transactions provided for in this Agreement (the "Closing") shall be held at 10706 Beaver Dam Road, Cockeysville, Maryland 21030 on the Effective Date or at such other location as the parties mutually agree. The date the Closing occurs shall be referred to as the "Closing Date".

2.2. The Shares shall be purchased by Buyer in accordance with the provisions set forth in this Agreement. Seller shall sell, assign, and transfer to Buyer the Shares effective as of the execution in full of this Agreement and upon payment of the Purchase Price, as defined in Section 3 of this Agreement.

3. **Consideration.** The purchase price and other consideration for the purchase, sale, and transfer of the Shares to Buyer shall be _____ Dollars and _____ Cents (\$_____) (the "Purchase Price"). The Purchase Price shall be paid by Buyer to Seller at Closing by wire transfer to an account designated by Seller or by

certified check payable to Seller.

4. **Deliveries.** All actions on the Closing Date shall be deemed to occur simultaneously, and no document or payment shall be deemed to be delivered and made until all documents and payments are delivered and made to the reasonable satisfaction of the Parties and each such Party's respective counsel.

4.1. ***Deliveries by Seller.*** At Closing, Seller shall:

4.1.1. Surrender, endorse over, and deliver to Buyer the Shares.

4.1.2. Execute, seal and/or deliver to Buyer hereto such other documents as Buyer shall reasonably request.

5. **Representations and Warranties.**

5.1. ***Seller.*** Seller represents and warrants to Buyer effective on the Closing Date as follows:

5.1.1. ***Ownership.*** (a) As of the Closing Date, Seller shall hold of record and own beneficially all of the Shares free and clear of any lien, security interest, pledge, or encumbrance; (b) upon transfer of the Shares to Buyer, Buyer will have legal and equitable title to such Shares, free and clear of any lien, security interest, pledge, or encumbrance (other than any created by or on behalf of Buyer); (c) Seller has full power and authority to enter into this Agreement, and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action on the part of Seller; (d) this Agreement has been duly executed and delivered by Seller and constitutes a legal, valid, and binding obligation of Seller enforceable against Seller in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, and other laws affecting the rights of creditors generally and to the exercise of judicial discretion in accordance with general principles of equity, whether applied by a court of law or equity; (e) other than the Option Agreement, the Shares are not subject to any option(s), warrant(s), voting trusts, outstanding proxies, registration rights agreement(s), or other agreements regarding voting rights; and (f) neither the execution and delivery of this Agreement by Seller, nor the consummation of the transactions contemplated hereby by Seller will (i) violate any provision of applicable law, rule or regulation, which violation would prevent or interfere with Seller's ability to perform their obligations hereunder, or (ii) conflict with or result in a breach of, or give rise to a right of termination of, or accelerate the performance required by the terms of any judgment, court order or consent decree, or any agreement, indenture, mortgage, or instrument to which Seller is a party or to which Seller's property is subject, or constitute a default hereunder, where such conflict, breach, right of termination, acceleration, or default would prevent or materially interfere with Seller's ability to perform hereunder.

5.1.2. ***Brokers.*** No agent, broker, investment banker, firm, or other person acting on behalf of Seller or under the authority of Seller is or will be entitled to any broker's or finder's fee or any other commission or similar fee directly or indirectly from any of the Parties in

connection with any of the transactions contemplated hereby.

5.2. **Buyer.** Buyer represents and warrants to Seller effective on the Closing Date as follows:

5.2.1. *Review of Value of Shares.* Buyer has had the opportunity to review the value of the Shares and hereby consents to the Purchase Price as a fair representation of the value of the Shares as of the Closing Date.

5.2.2. *Execution and Delivery.* Neither the execution and delivery by Buyer of this Agreement nor the performance of Buyer's obligations hereunder will (a) constitute or, with the giving of notice or the passage of time or both, would constitute a violation of or would conflict with or result in any breach of or default under any of the terms, conditions, or provisions of any judgment, law, regulation, contract, agreement, or instrument to which Buyer is a party or by which Buyer is bound; and (b) require on the part of Buyer any filing with, or any permit, authorization, consent or approval of, any court, arbitration tribunal, administrative agency or commission, or other governmental or regulatory authority or agency.

5.2.3. *Authorization and Enforceability.* Buyer has the full power and authority to enter into this Agreement, to consummate the transactions contemplated hereby, without the consent of or notice to any third-party not already obtained, and to comply with the terms, conditions, and provisions hereof. This Agreement has been duly executed, and delivered by Buyer, and is the legal, valid, and binding agreement of Buyer, enforceable against Buyer in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, and other laws affecting the rights of creditors generally and to the exercise of judicial discretion in accordance with general principles of equity, whether applied by a court of law or equity. The execution, delivery, and performance of this Agreement, and the other agreements of Buyer contemplated hereby, do not require the consent of or notice to any third-party.

6. **Conditions to the Obligations of Seller.** The obligations of Seller to close the transactions contemplated by this Agreement are, at Seller' option, subject to the fulfillment of the following conditions prior to or on the Closing Date:

6.1. ***Representations, Warranties, and Covenants.***

6.1.1. Each of the representations and warranties of Buyer contained in this Agreement shall be true and accurate in all material respects as of Closing.

6.1.2. Buyer shall have performed and complied in all material respects with each and every covenant and agreement of this Agreement to be performed or complied with by them prior to or on the Closing Date.

6.2. ***Proceedings.*** As of the Closing Date, (a) no action or proceeding shall have been instituted before any court or governmental body to restrain or prohibit, or to obtain substantial damages in respect of, the consummation of this Agreement that, in the reasonable opinion of Seller, may reasonably be expected to result in a preliminary or permanent injunction against such

consummation or, if the transactions contemplated hereby were consummated, an order to nullify or render ineffective this Agreement or such transactions or the recovery against Seller of substantial damages; and (b) none of the Parties shall have received written notice from any governmental body of (i) its intention to institute any action or proceeding to restrain or enjoin or nullify this Agreement or the transactions contemplated hereby, or to commence any investigation (other than a routine letter of inquiry) into the consummation of this Agreement, or (ii) the actual commencement of such an investigation.

6.3. ***Deliveries.*** Buyer shall be ready, willing, and able to deliver to Seller such agreements, instruments, and other documents and such payments to be delivered by Buyer at the Closing as are contemplated by this Agreement.

7. **Conditions to the Obligations of Buyer.** The obligations of Buyer to close the transactions contemplated by this Agreement are, at Buyer's option, subject to the fulfillment of the following conditions prior to or on the Closing Date:

7.1. ***Representations, Warranties, and Covenants.***

7.1.1. Each of the representations and warranties of Seller contained in this Agreement shall be true and accurate in all material respects as of the Closing Date.

7.1.2. Seller shall have performed and complied in all material respects with each and every covenant and agreement required by this Agreement to be performed or complied with by his prior to or at the Closing Date.

7.2. ***Proceedings.*** As of the Closing Date, (a) no action or proceeding shall have been instituted before any court or governmental body to restrain, or prohibit or to obtain substantial damages in respect of, the consummation of this Agreement that, in the reasonable opinion of Buyer, may reasonably be expected to result in a preliminary or permanent injunction against such consummation or, if the transactions contemplated hereby were consummated, an order to nullify or render ineffective this Agreement or such transactions or the recovery against Buyer of substantial damages; and (b) none of the Parties shall have received written notice from any governmental body of (i) its intention to institute any action or proceeding to restrain or enjoin or nullify this Agreement or the transactions contemplated hereby or to commence any investigation (other than a routine letter of inquiry) into the consummation of this Agreement, or (ii) the actual commencement of such an investigation.

7.3. ***Deliveries.*** Seller shall be ready, willing, and able to deliver to Buyer such agreements, instruments, and other documents to be delivered by Seller at the Closing as contemplated by this Agreement.

7.4. ***Resignation of Seller as Employee, Director, and/or Officer of the Corporation.*** On the Closing Date, Seller shall resign as an employee, director, and/or officer of the Corporation, as the case may be, and Seller shall not receive any payments relating thereto (severance, benefits or otherwise) except as set forth herein.

8. **Conditions to Closing.**

8.1. The obligations of Seller under this Agreement are conditioned upon: (i) the execution of such documentation from Buyer deemed by Seller to be reasonably necessary or appropriate to evidence and affect the intent of this Agreement and (ii) the grant of the FCC Consent (as defined in Section 10.15 of this Agreement).

8.2. The obligations of Buyer under this Agreement are conditioned upon: (i) the execution of such documentation from Seller deemed by Buyer to be reasonably necessary or appropriate to evidence and affect the intent of this Agreement and (ii) the grant of the FCC Consent.

8.3. The occurrence of closing hereunder shall constitute conclusive evidence of the satisfaction of the conditions set forth in this Section 8.

9. **Miscellaneous.**

9.1. *Notices.* Any notice, payment, demand, or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall either be (a) delivered personally to the party to whom it is directed, in which case a signed receipt therefore shall be received; (b) sent by certified mail, return-receipt requested, postage prepaid; (c) sent by telecopy; or (d) sent to overnight courier addressed to the parties at the addresses set forth below their several signatures, or to such other address or addresses as may be designated from time to time in accordance with this Section 9.1. Any such notice shall be deemed to be delivered, given, and received for all purposes of this Agreement as of (i) the date noted on the signed receipt if delivered personally; (ii) the date deposited in a regularly maintained receptacle for the deposit of the United States mail, if sent by certified mail; (iii) the date telecopied with confirmed receipt if sent via facsimile; or (iv) the next day after sent by overnight courier:

If to Seller:

Michael Anderson
65 Essex Road, Summit
New Jersey 07901
Facsimile: _____

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

If to Buyer:

Facsimile: _____

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

9.2. **Headings.** Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

9.3. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties and the respective successors, assigns, heirs, executors, administrators, and personal representatives of each Party.

9.4. **Survival.** The representations, warranties, covenants, and agreements of the Parties and the other provisions of this Agreement shall be deemed to have been made on the Closing Date and shall survive the Closing Date regardless of any investigation or statement as to the results thereof made by or on behalf of any Party.

9.5. **Execution of Documents.** Each Party agrees to execute all documents and deliver all documents necessary to carry out the purpose of this Agreement and to cooperate with each other for the expeditious filing of any and all documents and the fulfillment of the terms of this Agreement.

9.6. **Counterpart Execution.** This Agreement may be executed in multiple counterparts, each of which may be deemed an original and shall become effective when the separate counterparts have been exchanged among the Parties.

9.7. **Controlling Law.** This Agreement has been entered into in the State of Maryland, and this Agreement, including any rights, remedies, or obligations provided for thereunder, shall be construed and enforced in accordance with the laws of the State of Maryland.

9.8. **Severability.** Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law; but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision, to the extent of such prohibition or invalidity, shall not be deemed to be a part of this Agreement and shall not invalidate the remainder of such provision or the remaining provisions of this Agreement.

9.9. **Incorporation by Reference.** Every exhibit, Schedule, and other appendix attached to this Agreement and referred to herein is hereby incorporated in this Agreement by

reference.

9.10. **Entire Agreement.** This Agreement and the Schedules hereto constitute the complete and exclusive statement of the agreement between the Parties hereto with respect to the subject matter hereof. There are no representations, agreements, arrangements, or understandings, oral and written, between the Parties relating to the subject matter of this Agreement that are not fully set forth herein or in the Schedules attached hereto.

9.11. **Construction.** The Parties acknowledge and agree that no rule of construction shall apply to this Agreement which construes any language, whether ambiguous, unclear or otherwise, in favor of or against any Party.

9.12. **Variation of Provisions.** All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, or neuter, singular or plural, as the identity of the person or persons may require.

9.13. **Attorneys' Fees.** In the event a Party breaches or threatens to breach this Agreement, such Party shall indemnify the other Party for such other Party's costs, expenses, and fees (including, without limitation, reasonable attorneys' fees) resulting from or incurred in connection with such breach or threatened breach.

9.14. **Amendments.** Any amendment to this Agreement shall be in writing and executed by each Party hereto.

9.15. **FCC Approval.** Notwithstanding any provision to the contrary herein, each Party's rights and obligations under this Agreement are subject to the Communications Act of 1934, as amended and the rules and regulations of the FCC promulgated thereunder ("the FCC Rules"). The FCC's written consent to the transfer of the Shares contemplated hereby (the "FCC Consent") is a condition precedent to the Closing hereunder, and the Parties each agree to comply with any condition imposed on them by the FCC Consent, except that (i) no party shall be required to comply with a condition if such condition requires such party to divest any of its direct or indirect assets and (ii) in the event that any Seller reasonably objects to any condition imposed by the FCC Consent, then this entire Agreement shall be void, and the transactions contemplated herein shall not take place; provided, that, the terms of the Option Agreement shall remain in full force and effect.

**[REST OF PAGE INTENTIONALLY LEFT BLANK --
SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the parties hereunto have executed, sealed, and delivered this Agreement or caused this Agreement to be executed, sealed, and delivered on the day and year first hereinabove set forth.

WITNESS/ATTEST:

SELLER:

Michael E. Anderson (SEAL)

BUYER:

[name of entity]

Name: _____ (SEAL)
[Title: _____]